FRANCHISE DISCLOSURE DOCUMENT

CRUMBL FRANCHISING, LLC
A Utah limited liability company

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CRUMBL FRANCHISING, LLC
a Utah limited liability company

1712 South East Bay Boulevard, Suite 200
Provo, Utah 84060
(385) 273-7119
franchising@crumbl.com
www.crumbl.com

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

The total investment necessary to begin operation of a Crumbl® franchise is $848,566 to $1,472,533. This includes the $81,000 to $89,000 that must be paid to the franchisor or its affiliates.

The total investment necessary to begin operation of 3 Crumbl franchises under an Area Development Agreement is $2,545,698 to $4,417,599. This includes the $243,000 to $267,000 that must be paid to the franchisor or affiliate. The minimum number of locations to be opened under an Area Development Agreement is 3.

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 (385) 273-7119.

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: April 6, 2026, as amended April 28, 2026

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. **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.

3. **Unopened Franchises**. The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

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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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 1712 South East Bay Boulevard, Suite 200, Provo, Utah 84060.

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.

Information About our Parent and Certain Affiliates

Our immediate parent, Crumbl Enterprises LLC, a Utah limited liability company, was organized on May 29, 2019, and its principal place of business is 1712 South East Bay Boulevard, Suite 200, Provo, Utah 84060. Crumbl Enterprises LLC's parent, Crumbl Holdings LLC, a Delaware limited liability company, has a principal place of business at 1712 South East Bay Boulevard, Suite 200, Provo, Utah 84060. Crumbl Holdings LLC's parent, Crumbl Intermediate Holdings LLC, a Delaware limited liability company, was organized on April 2, 2025, and its principal place of business is 1712 South East Bay Boulevard, Suite 200, Provo, Utah 84060. Crumbl Intermediate Holdings LLC's parent, Crumbl Holdings Parent LLC, a Delaware limited liability company ("Crumbl Holdings Parent"), was organized on April 2, 2025, and its principal place of business is 1712 South East Bay Boulevard, Suite 200, Provo, Utah 84060. Crumbl Holdings Parent is owned and managed by our founders and has received a minority investment from investment funds affiliated with TSG Consumer Partners, L.P. Neither Crumbl Enterprises LLC, Crumbl Holdings LLC, Crumbl Intermediate Holdings LLC nor Crumbl Holdings Parent have ever offered franchises in any line of business or provided any products or services to our franchisees.

Our affiliate, Crumbl Foods, LLC, sells ingredients and other food products to our franchisees. It has the same principal business address as us and has never offered franchises in any line of business. Our affiliate, Crumbl IP, LLC, owns the rights in the Crumbl® trademark and other intellectual property rights

and licenses such rights to us. It has the same principal business address as us. Crumbl IP, LLC does not operate a Crumbl® business similar to the one you will operate. Crumbl IP, LLC has not offered or sold franchises in any line of business.

Our affiliate, Crumbl Canada, Inc. ("Crumbl Canada"), was organized on August 27, 2021, under the laws of the Province of Ontario, Canada. Crumbl Canada is the franchisor for Canadian Crumbl® locations and it has been offering franchises for the operation of Crumbl® locations since August 2024. Its principal place of business is 1712 South East Bay Boulevard, Suite 200, Provo, Utah 84060 and its agent/attorney for service in Ontario is Dale & Lessmann LLP, 181 University Avenue, Suite 2100, Toronto, Ontario M5H 3M7. Crumbl Canada does not operate any Crumbl® locations and has not offered or granted a franchise in any other line of business.

Our affiliate, Crumbl Foods Canada ULC ("CFC"), a British Columbia unlimited liability company, was incorporated in British Columbia, Canada on June 22, 2023. CFC's principal place of business is 1712 South East Bay Boulevard, Suite 200, Provo, Utah 84060 and its registered office address is 6th Floor – 905 West Pender Street, Vancouver, BC V6C 1L6. CFC is an approved supplier and primarily sells food items, paper goods, and other items to our franchisees and company-owned locations. CFC does not operate a Crumbl business similar to the one you will operate. CFC has not offered or sold franchises in any line of business.

Our affiliate, Crumbl International, Inc., a Wyoming corporation ("Crumbl International"), was incorporated on August 18, 2025, in Wyoming. Crumbl International offering Crumbl® franchises outside of the United States on August 18, 2025, which are similar to the one you will operate. Crumbl International's principal place of business is 1712 South East Bay Boulevard, Suite 200, Provo, Utah 84060. Crumbl International does not offer franchises in any other line of business.

Our affiliate, Crust Club Franchising, LLC ("Crust Club") franchises a business under the Crust Club® trademark, which sells or may sell goods or services similar to those you will offer as a Crumbl® franchisee. Crust Club's principal address is 333 East Main Street #548, Lehi, Utah 84043. Crust Club® businesses offer a variety of bakery and savory goods, including hand pies, pies, casseroles, bread, rolls, pasta, bakes, potatoes, frozen and prepared dinners, soups, chili, and other similar items. Crust Club began offering or selling franchises in this business in December 2022 and has sold 2 franchises in this business as of February 26, 2025. Crust Club does not operate a business similar to the one you will operate. Except as stated above, Crust Club has not offered or sold franchises in any other line of business. No other parents or affiliates are required to be disclosed in this Item, and we have no predecessors.

We have no other parents, predecessors, or affiliates to be disclosed in this item.

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.

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 development 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 labor, employment, health, and safety, and laws and regulations specific to the operation of food service and delivery businesses, including zoning, taxation, the environment, fire, waste, packaging, disposal, recycling, all banking, credit card payment and data security standards, and all inspection reports, warnings, labeling, certificates, and ratings issued by any governmental agency. 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 are responsible for determining and complying with all local and state laws, including obtaining any required permits or licenses to operate the franchised business.

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.

ITEM 2
BUSINESS EXPERIENCE

Jason McGowan, Founder/Chief Executive Officer

Jason McGowan is our Chief Executive Officer and founder located in Provo, Utah. Jason has held this position since the inception of the company in February 2018. From August 2017 to August 2024, Jason was a member and manager of Crumbl LLC, which operated a Crumbl bakery in Logan, Utah from August 2017 to August 2018 and in Orem, Utah from January 2018 to August 2024. 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.

Sawyer Hemsley, Founder/Chief Branding Officer

Sawyer Hemsley is our Chief Branding Officer and founder located in Provo, Utah. Sawyer has held this position since November 2022. Sawyer was previously the Chief Operating Officer in Lindon, Utah from February 2018 to November 2022. From August 2017 to August 2024, Sawyer was a member and manager of Crumbl LLC, which operated a Crumbl bakery in Logan, Utah from August 2017 to August 2018 and in Orem, Utah from January 2018 to August 2024. Sawyer is also the owner of Crust Club® in Lehi, Utah, and has held this position since July 2024.

Bryce Redd, CTO

Bryce Redd is our Chief Technology Officer located in Provo, Utah and has held this position since March of 2018.

Courtney Dursteler, Chief People Officer

Courtney Dursteler is our Chief People Officer located in Provo, Utah and has held this position since November 2021. Courtney was previously our Vice President of Franchise Partner Success from February 2020 to November 2021.

Nate Whitaker, Chief Legal Officer

Nate Whitaker is our Chief Legal Officer and General Counsel located in Provo, Utah and has held this position since October 2022. Nate was previously our General Counsel from May 2021 to October 2022 in Lindon, Utah. Since July 2016, Nate has also been an attorney at the Franchise & Business Law Group in Salt Lake City, Utah.

Michael Card, Vice President of Finance

Michael Card is our Vice President of Finance located in Provo, Utah and has held this position since February of 2022. Michael was previously our Controller from May 2020 to February 2022 in Lindon, Utah. From July 2017 to May 2020 Michael was the Chief Operating Officer of Certus Accounting & Tax Services, LLC in Orem, Utah.

Alejandra Caceres, Vice President of Marketing

Alejandra Caceres is our Vice President of Marketing, located in Provo, Utah, and has held this position since December of 2023. She previously served as our Director of Social Media from September 2022 to December 2023 and as our Social Media Manager from July 2022 to September 2022. From March 2022 to July 2022, Alejandra was Social Media and PR Manager at 97th Floor in Lehi, Utah. From November 2021 to March 2022, Alejandra was a Content Marketer for 97th Floor in Lehi, Utah. Before that, Alejandra was a Marketing Manager for Ivy City Co. in Draper, Utah from May 2021 to November 2021 and a Marketing Coordinator for Ivy City Co. in Draper, Utah from August 2020 to May 2021. From May 2020 to May 2021, Alejandra was an Eccles Ambassador at the David Eccles School of Business in Salt Lake City, Utah, a Small Business Loan Agent at Lendio in Lehi, Utah, and a Marketing & Fran Experience Intern at Real Salt Lake in Sandy, Utah. From August 2017 to May 2021, Alejandra was a student at the University of Utah in Salt Lake City, Utah.

Taylor Ransom, Senior Vice President of Operational Excellence

Taylor Ransom is our Senior Vice President of Operational Excellence located in Provo, Utah and has held this position since June 2025. Taylor was previously our Senior Vice President of Store Planning and Training located in Lindon, Utah from October 2023 to June 2025. From September 2020 to October 2023 Taylor was our Director of Onboarding located in Lindon, Utah. From February 2020 to September 2020 Taylor was our Manager of Onboarding located in Orem, Utah.

Jayson Dursteler, Senior Vice President of Development

Jayson Dursteler is our Senior Vice President of Development located in Provo, Utah and has held this position since March 2026. Jayson was previously our International Franchise Sales Executive in Lindon, Utah from November 2023 to March 2026. From April 2019 to November 2023 Jayson our Senior Franchise Sales Executive in Lindon, Utah.

Allysen Bell, Vice President of Franchise Lifecycle Management

Allysen Bell is our Vice President of Franchise Lifecycle Management, located in Provo, Utah, and has held this position since March 2026. Allysen was previously our Vice President of Sales in Lindon, Utah from February 2021 to March 2026.

Scott Gill, Director of Strategic Market Expansion

Scott Gill is our Director of Strategic Market Expansion located in Provo, Utah and has held this position since March 2026. Scott was previously our Data Analyst III in Lindon, Utah from September 2023 to March 2026. From November 2021 to September 2023, Scott was our Senior Data Analyst in Lindon, Utah. From March 2021 to November 2021, Scott was a Data Analyst for Vivint Smart Home in Provo, Utah.

ITEM 3
LITIGATION

Lisa Watson and Angela Keers v. Crumbl LLC, Crumbl IP, LLC, Crumbl Franchising, LLC, and Crumbl Enterprises, LLC, Case No. 2:23-cv-01770-DJC-CKD (filed August 21, 2023). Customers filed a class action lawsuit in the United States District Court in the Eastern District of California alleging that the way Crumbl's service fees were displayed and charged when ordering was fraudulent and misleading. The case is currently pending, and a trial is scheduled for later in 2026.

Except as set forth above, 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 $50,000. This fee is non-refundable, except as described below.

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 $12,000 to $15,000. These fees are non-refundable.

You must also pay us or our affiliate a fee for an opening box and ingredient package, including Crumbl® branded boxes and certain ingredients, emulsions, and specialty packets, estimated to be between $11,000 to $16,000. These fees are non-refundable.

Initial Training

The initial training fee is $8,000. 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

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. The minimum number of franchise units required to be developed under the area development agreement is 3 and any additional units will be determined by us on a case-by-case basis. This fee is non-refundable, except as described below. In addition to the development fee, you will incur all of the initial fees for a single location as set forth in this Item 5 for each Crumbl® franchise that you agree to establish under an area development agreement.

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 a partial refund of the area development fee equal to the initial franchise fee that was current at the time of signing the area development agreement, multiplied by the number of franchise units for which franchise agreements have not been executed as of the date of termination. The factors used by us to determine if you are not well suited to be an area developer include poor temperament, poor community reputation, actions that we feel negatively affect our system, goodwill, or trademarks, poor performance of existing franchise location(s), lack of business acumen, default of the franchise agreement, default of the area development agreement, non-compliance with our system, personality or relationship conflict, and poor communication, as determined by us. We may make this determination at any time during the term of the area development agreement. If we terminate 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 such 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. Any refund is contingent upon signing a general release in the form and substance that is acceptable to us.

If you and we agree to terminate the franchise agreement before your store is open and operating, based on our ongoing risk assessment of the territory, we reserve the right to issue a refund of the initial franchise fee, in our sole discretion.

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]	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.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Marketing Fund Fee*[1,2]	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.
Advertising Cooperative*[1,2]	1% to 2% of gross sales payable to the co-op, if established by us	Payable in accordance with the advertising cooperative's governing documents	If we form a local advertising cooperative in your area, any marketing expenditures you make through the co-op is credited towards fulfilling your local advertising obligation.
New Primary owner or New Manager Training*[1]	$4,000 per person per training session	In advance of training	This training currently may include (1) an online self-guided training, (2) a 5-to-7-day session at your location, and/or (3) a 5-to-10-day session at our headquarters, or another location selected by us. 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.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Annual Training Fee[1]	$500 per person, per training session	On demand	At our discretion, up to two times each calendar year, at dates and locations designated by us, we may require your primary owner and/or designated manager to attend and complete training or operational review sessions with our representatives. These sessions will address topics and training areas that we determine, and their duration will be set at our discretion; however, they typically last between one and three days.
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.
Franchise Agreement Transfer Fee*[1]	$10,000	Prior to approved transfer	Payable when you sell a majority or all of your interest in your franchise business and prior to our signing any approval or new agreement. However, all guarantors will remain guarantors unless otherwise released by us.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Minority Transfer Fee*[1]	$500	On demand	If a 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 of your current owners, and the current transfer along with all of the transfers that have occurred during the current term, and any prior franchise term(s), are comprised of, in the aggregate, 50% or less of the ownership of your franchise business, then you will pay a reduced transfer fee. 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.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
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[1]	$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*[1]	18% interest on any late payment, or the maximum allowed by state law, whichever is less	Payable with royalty or on demand	Interest begins to accrue after the due date of any required payment.
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]	Our then-current fee for conferences or seminars, not to exceed $5,000 per attendee. Currently the fee is $0 per day as noted in Item 11 in FDD.	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.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Supplier Evaluation Fee*[1]	$2,000, plus expenses, at cost	The set fee is due before we evaluate potential suppliers. The amount of expenses is due on demand.	Payable if you want to have unapproved suppliers evaluated for our approval.
Fees on Default*[1,6]	Attorney's fees, costs, interests and audit costs	On demand, as incurred	Paid in addition to other payments to us.
Audit Charge*[1]	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.
Interim Management Fee[1]	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.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Interim Training Fee[1]	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.
Gift Card Program Fee[1]	5% to 15% of the redemption value of the gift card	Payable with royalty or on demand	Payable on all gift card and similar transaction. This fee, along with our gift card and incentive programs, will be updated periodically in our manuals.

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TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
System Non-Compliance[1,6,7]	Currently $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 as further described in our manuals ($250)	As incurred	See Note 8 below.
Indemnification*[1,6]	Varies	As incurred or on demand	See Note 7 below.
Technology Fee[1,9]	Currently $650	Payable monthly to be received by the first Tuesday of the month	This fee will be updated periodically in our manuals.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
Centralized Billing Fee[1]	Currently, the cost of the services, plus a 5% to 15% administrative fee.	As incurred or on demand	We may implement and administer centralized billing programs for the system to collect and remit amounts owed by you to us, our vendors, or your vendors, including for delivery and audit services. We may charge an administrative fee for managing the programs.
Store Inspection Fee[1]	Currently, the cost of the services, plus a 5% to 15% administrative fee.	As incurred or on demand	We may require you to order, or we may order on your behalf, third-party inspections of your franchise business regarding food safety, operational compliance, customer service, and other brand standards. We currently require two to four such inspections per year and we may require additional inspections if you fail an inspection or are not in compliance with our standards. This fee and these procedures will be updated periodically in our manuals.
Transaction Processing Fee[1,8]	Currently 2.4% to 4% of each transaction	Payable on each transaction	This fee will be updated periodically in our manuals. The majority of this fee is paid to our merchant processor as described below in Note 9.
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*[1,3]	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[1,4,5]	$10,000 to cover costs of enforcement, $500 per day for default, and all costs of third-party assistance with de-identification of your franchised business.	Upon demand	See Note 4 below.
Tax Reimbursement Fee*[1,6]	Sum equal to tax imposed	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.

TYPE OF FEE	AMOUNT	DUE DATE	REMARKS
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.
Reimbursement Fee*[1,6]	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 expenses	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	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. We may require all fees to be paid in accordance with our electronic funds transfer or automatic withdrawal program as developed. 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 $30,000 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. However, no fee may be increased during the current term of the Franchise Agreement by more than 100% of the fee amount in effect at the start of the term. For example, if a fee is initially $500 per representative per day, the maximum increase permitted during the current term would be $500 (for a total of $1,000 per representative per day).

[2] Local Marketing. You must spend at least 0 to 2% of your gross sales per month to advertise your franchise business locally as determined by us. Currently this local marketing requirement is 0% of your gross sales. We may increase the required local marketing requirement upon 60 days' notice to you, however the total local marketing requirement will not be more than 2% of gross sales per month.

[3] 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 will 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.

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

[5] 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.

[6] Indemnification. You must defend, indemnify, and hold us harmless from any and against any and all losses, liabilities, damages, costs and expenses, including attorneys' 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.

[7] 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 terminate

your franchise. All fines are to be paid in accordance with our electronic funds transfer or automatic withdraw program.

[8] Transaction Processing Fee. Our merchant processor charges a variable merchant transaction fee, which currently averages to around 2.36% per transaction, which is deducted from the Transaction Processing Fee above and paid to our processor. We retain/receive the difference between the Transaction Processing Fee and our merchant's transaction fee, a portion of which we use to cover certain processing costs. These fees are subject to change in the future.

[9] Technology Fee. This fee is fully earned by us and is in consideration of your right to use our intellectual property and the system in accordance with our franchise agreement. You must pay to us this fee in accordance with our electronic funds or automatic withdrawal program, if established, or otherwise by the first Tuesday of the month. We may update this fee periodically in our manuals.

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]	$50,000	Lump sum	At signing	Us
Opening Tech Equipment Package[2]	$12,000 - $15,000	Lump sum	Before opening	Us or Affiliates
Opening Box and Ingredient Package[4]	$11,000 - $16,000	Lump sum	Before opening	Us or Affiliates
Initial training fees, and travel, lodging, food, and other expenses while training[5]	$25,000 - $35,000	As incurred	Prior to and during training	Us, Airlines, hotels and restaurants
Real estate and improvements[6]	$350,000 - $700,000	As incurred	As negotiated	Suppliers and contractors
Rent – 3 months[7]	$16,666 - $83,333	As incurred	As negotiated	Landlord
Professional fees[8]	$10,000 - $50,000	As incurred	As incurred	Professional architects, engineers, accountants, and attorneys

TYPE OF EXPENDITURE	AMOUNT	METHOD OF PAYMENT	WHEN DUE	TO WHOM PAYMENT IS TO BE MADE
Equipment, furniture, fixtures, décor, and supplies[9]	$268,000 – $306,000	As incurred or leased	Before opening	Suppliers
POS system, computer hardware, and software[10]	$5,500 - $18,000	As incurred	As negotiated	Suppliers
Signs[11]	$12,000 - $32,000	As incurred	Before opening	Suppliers
Misc. opening costs[12]	$15,000 - $45,000	As incurred	As incurred	Suppliers, utilities, etc.
Opening inventory[13]	$12,000 - $22,000	Lump sum	As negotiated	Suppliers
Additional funds - 3 months[14]	$61,400 – $100,200	As incurred	As negotiated	Suppliers, employees, etc.
TOTAL[15]	848,566 - 1,472,533	***Does not include royalties or marketing fees.**		

NOTES

[1] Initial Franchise Fee. 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] Opening Tech Equipment Package. 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.

[4] Opening Box and Ingredient Package. You must pay us or our affiliate a fee for an initial box and ingredient package, including Crumbl® branded boxes and certain ingredients, emulsions, and specialty packets.

[5] 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.). There is no restriction on the number of management level employees that can attend this training. These estimates assume 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.

[6] Real Estate and Improvements. 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.

[7] Rent. Your space will vary depending on your needs, but we estimate you will need between 1,600 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 hiring a local real estate broker familiar with retail/restaurant tenant representation to help you locate a site. This amount also 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.

[8] 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.

[9] 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, warmers, lighting, décor, 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.

[10] 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: a computer, iPad/tablet, payment processing readers and docks, cameras, TV's, and similar technology. You must also use Quickbooks Online software and follow our accounting procedures and line items as provided in our policies and procedures manual.

[11] Signs. You must have at least one exterior sign displaying the trademark, along with other interior signage. All signs must conform to our specifications. All purchase agreements or leases must be negotiated with your suppliers. You must also use the location's monument sign if available.

[12] Miscellaneous Opening Costs. These miscellaneous costs include utility costs, business entity organization expenses, grand opening marketing 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.

[13] 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.

[14] Additional Funds. This estimates your operating expenses during your first 3 months of operations, including labor, general and administrative, food and paper goods, and similar operating expenses, not taking cash flows into account. 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.

[15] Total Initial Investment. These figures are estimates for the development of 1 franchise unit. All fees and payments payable to us or an affiliate are non-refundable. 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]	$150,000 (assuming the purchase of 3 locations)	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. To reserve a territory for multi-unit development, the up-front fee is an amount equal to $50,000 multiplied by the number of franchise units to be developed. The minimum number of franchise units required to be developed under the area development agreement is 3 and any additional units will be determined by us on a case-by-case basis. In addition to the development fee, you will incur all of the expenses set forth in the Item 7 Table for a single franchise for each Crumbl® franchise that you agree to establish under an area development for a total estimated development cost of between $2,448,198 to $3,727,599.

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 the initial franchise fee that was current at the time of signing the area development agreement 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, leasing, and offering for sale certain items or services according to our specifications and from suppliers we have approved or designated. We may designate new or different required items or services, including equipment, products, materials, goods, and services, that you must offer, and we may approve or designate new or different suppliers of such items or services. You must not deviate from these methods, standards, 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, which we may change from time to time, 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?
Proprietary mixes	Yes	No
Ingredients	Yes	No
Premium chocolate chips	Yes	No
Uniforms	Yes	No
Other food and beverage items	Yes	No
Computer System	No	No
Opening Packages (Tech and Equipment, and Box and Ingredient)	Yes	Yes
Other electronics	Yes	No
Customized Fixtures	No	No
Accounting software	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.)	Yes	No
Signs	Yes	No
Logoed products	Yes	No
Paper goods; boxes	Yes	No
Décor	Yes	No
Specialized tools and equipment	Yes	No
Advertising Materials	Yes	No
Delivery Services	No	No
Food Safety Services	Yes	No
Secret Shopper Programs	Yes	No
Audit and Compliance Services	Yes	No
Soda equipment and syrups	No	No

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.

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 current approved suppliers and specifications are made available to you before the beginning of operations. You must receive our prior written approval to deviate in any manner from our specifications. We may designate additional or different approved suppliers and specifications at any time.

Our owners/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 and our affiliates may derive income from required purchases or leases of goods or services made by our franchisees from us and our affiliates and through rebates from other approved sources. In the 2025 fiscal year, our revenues from the sale of these products and services to franchisees was $542,321or approximately .3% of our total revenues of $155,690,730. We anticipate that about .03% of our revenue will be derived from franchisee purchases of such products and services in the next fiscal year. Our affiliate Crumbl Foods, LLC's revenue from the sale of these products and services to franchisees was $35,583,209 which was calculated from Crumbl Foods, LLC's unaudited financial statements.

We and our affiliates may derive income through mark-ups on the prices we charge you for goods and services sold or provided by us. Additionally, we and our affiliates may receive fees or other compensation from the suppliers of these goods and services. Mark-ups will generally not be more than 100% for any good or service, with typical ranges currently estimated to be 20% to 30% for services and 30% to 40% for goods. We and our affiliates 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 our primary designated food supplier, in which we or our affiliates receive a 1% to 2% administrative fee for everything purchased by Crumbl locations, reduced by any overages or spoilage for product we or our affiliates request they maintain on their floor that is not purchased. From two of our primary designated chocolate suppliers, we or our affiliates receive around 3% to 6% per case rebate. We or our affiliates receive a rebate from one of our designated suppliers of linens and related products in the amount of approximately 10% of increases in aggregate purchase volumes compared to the prior year. We or our affiliates may also receive a standardized pricing rebate from our primary designated food supplier between 5% to 10% of total purchases of chocolate chips and similar goods. We or our affiliates currently

receive around 8% to 10% per case rebate from our designated supplier of specialty ingredient packets. We or our affiliates currently receive a $1 per case rebate from our designated supplier of cake mixes. We and our affiliates also occasionally negotiate rebates from food vendors for certain specialty, long-term, or other food products, which generally is around 1%. Our merchant processor charges a variable merchant transaction fee, which currently averages to around 2.5% per transaction, which is deducted from the transaction processing fee above and paid to our processor. We or our affiliates retain/receive the difference between the transaction processing fee and our merchant's transaction fee, a portion of which we use to cover certain processing costs. These fees are subject to change in the future. We or our affiliates may receive rebates from designated vendors that supply inspection services and cleaning supplies. These rebates are currently up to 8% of net purchases of cleaning supplies, plus an additional rebate of approximately 4% based on increases in aggregate purchase volumes compared to the prior year. We or our affiliates have an arrangement with one of our designated soda suppliers pursuant to which we may receive funding or rebates based on the volume of fountain soda syrup purchased by all Crumbl locations. These payments are generally calculated on a per-gallon basis and may vary depending on total system-wide purchase volumes. Currently, such funding may range from approximately $0.00 to $9.00 per gallon, depending on aggregate purchase volumes.

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.

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 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. Our criteria for approving suppliers is currently not made available to you. We may make changes or alterations in the standards and specifications for approving suppliers. You may only contract with alternate suppliers who meet our criteria after receiving our written consent. At our discretion, we may revoke our approval from an approved supplier within 30 days' written notice to you.

Standards and Specifications

We may issue specifications and standards to you for applicable aspects of the franchise in our manuals and/or written directives. These specifications and standards may cover any aspect of the franchise system, including required equipment, products and services you must offer for sale, and operational standards and procedures. We may introduce new or different required equipment, products for sale, or services, and 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. These changes may, from time to time, require you to invest additional capital in new or updated equipment, products, inventory, or services and incur higher operating costs.

We and our affiliates may, at any time order and ship to you any ingredients, products, marketing materials, or other items required under our system, at your expense at then-current prices plus applicable shipping costs.

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, including license agreement with third party-brands that we desire to utilize in our system or in conjunction with our products. 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 and Section 3.2 of the area development agreement	Item 11
b.	Pre-opening purchases/leases	Section 8.4 and paragraphs 6.1.3, 6.1.10, 6.1.12, and 7.1 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 sections 7.3 and 7.4 of the franchise agreement	Item 11

	Obligation	Section in Agreement	Disclosure Document Item
e.	Opening	Sections 4.4 and 7.3 of the franchise agreement	Item 11
f.	Fees	Article V of the franchise agreement and Article 4 of the area development agreement	Items 5 and 6
g.	Compliance with standards and policies/operating manual	Section 6.2 and article IX of the franchise agreement and Article 6 of the area development agreement	Items 8 and 11
h.	Trademarks and proprietary information	Article III of the franchise agreement and Articles 7 and 8 of the area development 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 and Sections 3.1, 3.3, and 3.4 of the area development agreement	Items 1 and 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 and Section 6.7 of the area development 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 and Article 12 of the area development agreement	Item 17

	Obligation	Section in Agreement	Disclosure Document Item
u.	Renewal	Section 2.2 of the franchise agreement	Item 17
v.	Post-termination obligations	Section 12.1 of the franchise agreement and Article 10 of the area development agreement	Item 17
w.	Non-competition covenants	Article XVI of the franchise agreement and Article 11 of the area development agreement	Items 14, 15 and 17
x.	Dispute resolution	Articles XVII and XIX of the franchise agreement and Articles 14 and 15 of the area development agreement	Item 17
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 and Section 5.3 of the area development agreement.	Item 15

ITEM 10
FINANCING

Neither we nor our affiliates 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 and is approximately 1,473 pages [franchise agreement article IX]. 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 default 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].

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, 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) We may, to the degree permitted by law, establish maximum or other pricing requirements for the retail prices you may charge for products and services. Subject to applicable laws, we may also establish a tiered pricing system for such products and services, in which we set maximum prices within each tier. Under this system, each tier will include a defined set of permitted prices for various menu items. You must adhere to the pricing for the tier you have selected, subject to our rules regarding tier selection and changes. You may choose to adopt a lower pricing tier at any time; however, you may not increase your maximum prices or move to a higher pricing tier more frequently than we allow, which limitations we may modify periodically in our manuals [franchise agreement paragraph 6.1.11]. You must honor all coupon, gift cards, 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 any time and 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 [franchise agreement section 6.1.8].

11) We may manage and assign online and delivery orders that we receive via our website, our Crumbl® App, and similar channels. Our procedures for managing online and delivery orders are set forth in our manuals, which we may amend from time to time. Currently, online and delivery orders that we receive are generally assigned to the store closest to the customer's address (based on straight-line distance), but we reserve the right to assign orders to alternative Crumbl® locations based on criteria that, in our discretion, are in the best interest of the customer and/or the system, including customer preference, traffic patterns, driving times and distances, a store's inventory counts, product selection, store ratings, and similar criteria franchise agreement section 1.3.1].

Employment Matters

We do not assist you with the hiring, firing, managing, compensation, or training of your employees (other than certain management training as stated herein). That is your responsibility. 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. If we provide any comment or guidance regarding employment matters, it is provided only as a sample or for your general consideration. It is your sole responsibility to comply with local, state, and federal employment laws [franchise agreement paragraph 6.1.9].

Advertising and Promotion

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 reserve the right to develop marketing materials in house or through other national or regional agencies, in our sole discretion. We are not restricted from Marketing in Your Territory. We may allow another franchisee to conduct Marketing in Your Territory in Our sole discretion. We may provide you with samples of marketing materials developed by us and provide new marketing techniques as developed [franchise agreement sections 10.1 and 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. 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 or any particular location, 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 have no franchise businesses that do not contribute to the fund. We and our affiliates do not contribute to this fund [franchise agreement section 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. We may prepare an unaudited annual report of marketing fund expenditures

and/or marketing activities. During the 2025 fiscal year, the marketing funds were used in the following ways: 90.4% was spent on media placement and related wages, 9.00% was spent on wages related to production, 0.60% was spent on administrative expenses and related wages, and 0% been retained by us.

Advertising Fund Council

No franchisee advertising council is anticipated at this time, though we reserve the right to require an advertising council to be formed, changed, or dissolved at any time.

Advertising Cooperative

You are not required to participate in a local or regional advertising cooperative at this time, but we reserve the right to require cooperatives (including the areas and governing rules) to be formed, changed, dissolved, or merged at any time. You are required to participate in a local or regional advertising cooperative when established or approved by us. The area of any cooperative marketing association will be based on regions determined by us. Upon the formation of an advertising cooperative, you will be deemed to be a member of that association that covers the area where your franchise is located, and you will be bound by any decisions made by the association upon a majority vote by voting members (or other voting requirements as determined by us). Non-traditional units may not be required to participate in cooperative marketing. You and other franchisees in the cooperative will be responsible for the administration of the association. Governing documents will be provided by us or by the cooperative and approved by us. At this time, these governing documents are not available. Voting will be on the basis of one vote per company-owned location and one vote per franchise in good standing within the cooperative. Members of the cooperative must make contributions pro rata based on the number of units in the cooperative. The timing and amount of contributions you make may vary according to the vote and rules of the advertising cooperative, but will not exceed your required annual local marketing percentage in any single year, unless a majority of the members in your advertising cooperative vote to increase the contribution percentage. This is in addition to your contributions made to the marketing fund. We and our affiliates and our company owned stores are not required to contribute to advertising cooperatives. All of our franchisees are required to contribute to advertising cooperatives. However, contributions by our franchisees to advertising cooperatives may not be uniform. We may require the cooperative, at the cooperative's expense, to prepare unaudited annual financial statements and these will be available for review by all franchisees in the cooperative and us [franchise agreement section 5.3.3].

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 / Payment Processing

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

We will have independent access to the above 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. The estimated cost for the purchase of the POS system, computer, payment processing system, and related software is between $9,000 to $15,000. You are required to use our designated merchant services or payment processor and you must pay all monthly, annual, service, and upgrade fees as determined by such provider. Our merchant processor charges a variable merchant transaction fee, which currently averages to around 2.36% per transaction, which is deducted from the Transaction Processing Fee above and paid to our processor. We retain/receive the difference between the Transaction Processing Fee and our merchant's transaction fee, a portion of which we use to cover certain processing costs. These fees are subject to change in the future. 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 sections 5.12 and 6.1.12].

We estimate the annual costs to maintain, upgrade and support your computer and POS system 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].

Incentive Programs

You are required to participate in the loyalty, gift card, discount, and coupon programs as developed by us. You are required to accept Crumbl® gift cards at your location. We will determine how gift cards may be redeemed and what costs our locations will bear. You will pay us a gift card program fee (see Item 6). The incentive programs, including our gift card program, are further described in our Manuals, which we may update at any time [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)].

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].

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 15 to 20 hours to complete. We may require, at our discretion, a second portion of training, which is an in-person training conducted by our designated trainer at our headquarters in Lindon, Utah, a franchise location, or another location designated by us, which currently lasts around 10 to 14 days. The first and second (if we require) parts of the initial training must be completed at least 1 week before you open. The third and final part of the initial training is an in-person training conducted by our designated trainer at your store for around 6 to 12 days. This typically will occur during and through your grand opening. We may send one or multiple designated trainers to conduct the second and third training sessions. The total length of training is generally 18 to 29 days but could be longer if your primary owner or Your designated manager fails to successfully complete the training. The initial training fee is $8,000. [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. Initial training is offered on an as-needed basis as scheduled by you and approved by us. 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. This estimate assumes that you will have 4 people attend and complete the training [franchise agreement section 6.1.4]

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 greatest percentage 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.

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 [franchise agreement paragraph 6.1.4(iv)].

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
Marketing and Technology	1 to 2	2 to 4	Online/Your Premises/Another Training Location
Financials	4 to 6	2 to 4	Online/Your Premises/Another Training Location
Inventory/Ordering	1 to 2	6 to 8	Online/Your Premises/Another Training Location
Scheduling/Employee Matters	1 to 2	2 to 4	Online/Your Premises/Another Training Location
Cookie Quality	1 to 2	10 to 12	Online/Your Premises/Another Training Location
Operations/Deliveries	4 to 6	50 to 60	Online/Your Premises/Another Training Location
Food Safety/Cleaning	1 to 2	6 to 8	Online/Your Premises/Another Training Location
Opening Week/Grand Opening	1 to 2	4 to 6	Online/Your Premises/Another Training Location
Totals:	14 to 24	82 to 106	

[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:

Taylor Dixon

Taylor Dixon is our Senior Director of Instructional Design and has held this position since July 2025. He oversees the design and production of our internal training content and curriculum. Previously, he was our Director of Instructional Design from February 2022 until July 2025, where he supported various aspects of our internal training content and curriculum.

Training Team

Our training team is comprised of approximately 20 to 30 franchisee owners whose experience with Crumbl ranges from 1 to 6 years. These franchise owners are supported by a group of our instructional design and training store program teams, comprising approximately 25 to 30 people who assist with in-store training instruction and training content. Their experience in these areas ranges from 0 to 3 years and they come from diverse educational and business backgrounds.

We may provide access to our manuals, videos, or other materials to facilitate training.

Annual Training

At our discretion, up to two times each calendar year, at dates and locations designated by us, we may require your primary owner and/or designated manager to attend and complete training or operational review sessions with our representatives. These sessions will address topics and training areas that we determine, and their duration will be set at our discretion; however, they typically last between one and three days. We charge a fee of $500 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 the poor performance of your franchise business as determined by the metrics set forth in our manuals, or your noncompliance with the franchise agreement or our manuals, 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 at a specific location within a specific geographic area, which will be negotiated and approved by us 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 may adjust the boundaries of your territory at the end of your initial franchise term and any successor franchise term, or if the population in your territory increases to a total of 100,000 residents or more.

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.

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.

No Exclusive Territory

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.

Non-Traditional Outlets

We and our affiliates, exclusively reserve the right to sell Crumbl® products and products under other brands we control, at our discretion, either personally or through agents, representatives, licensees, or franchisees, both within and without your territory, through non-traditional outlets without paying compensation to you. The term non-traditional outlet refers to all locations and opportunities that are not a traditional Crumbl® franchise location and includes locations at convention centers, sporting arenas, airports, bookstores, malls, grocery and convenience stores, or other similar locations.

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, subject to compliance with applicable laws, designate if and how franchisees will sell or service national accounts.

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, either personally or through agents, representatives, licensees, or franchisees, both within and outside your territory using other using other marketing strategies and distribution channels Including the Internet, apps, social media, catalog sales, direct sales, retail or wholesale outlets, general media marketing, retail units, and national business accounts, and/or co-branding with others without compensation to you. 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

Our affiliate, Crust Club Franchising, LLC ("Crust Club"), operates and franchises a business under the Crust Club® trademark and sells or may sell goods or services similar to those you will offer as a Crumbl® franchisee. Crust Club offers a variety of bakery and savory goods, including hand pies, pies, casseroles, bread, rolls, pasta, bakes, potatoes, frozen and prepared dinners, soups, chili, and other similar items. The outlets are, or may be, owned by Crust Club, its franchisees, or its affiliates. Crust Club, its franchisees, or affiliates will or may solicit or accept orders within your territory. Crust Club is currently operating its franchised and company-owned system and intends to continue developing. In the event of a dispute between the Crumbl® and Crust Club® systems, we reserve the right to evaluate and resolve such conflicts related to territory, customers, and franchisor support, by exercising our best business judgement for the benefit of the Crumbl® system, at our sole discretion. Crust Club's principal address is 333 East Main Street #548, Lehi, Utah 84043.

Except as stated above, 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.

Area Development Agreement

As an area developer, 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. 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.

ITEM 13
TRADEMARKS

Non-Exclusive Grant of the Trademark

As a Crumbl® franchise, we will grant you the non-exclusive right to use our principal 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 to us a perpetual, non-exclusive license (with an initial term of 50 years) to franchise the trademarks. The license may be terminated for our default and by each party at the end of each term as provided in the license agreement. The terms and provisions of the license agreement cannot be modified without written authorization from both parties. 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.

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 and Supplemental Register. All required affidavits and renewals have been filed.

Registration/ Serial No.	Word or Design Mark	Registry	Registration/ Filing Date	Status
7,025,453	CRUMBL	Principal	Registered: April 11, 2023	Registered
5,855,051		Principal	Registered: September 10, 2019	Registered
6,305,598		Principal	Registered: March 30, 2021	Registered
5,910,669	CRUMBL	Supplemental	Registered: November 12, 2019	Registered

6,827,790		Principal	Registered: March 15, 2022	Registered
99,047,477	crumbl	Principal	Filed February 19, 2025	Pending
98,564,061	CRUMBL	Principal	Filed: May 22, 2025	Pending
99,285,272	CRUMBL	Principal	Filed: July 15, 2025	Pending

For the trademarks identified above as "pending," see the following:

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

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. If we decide to change our trademark, trade dress, or intellectual property, you will be required to adopt these changes at your expense. 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 this area 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. This entity may either have superior rights to the trademark or be engaging in infringing uses of it in Bloomington, Indiana and the surrounding counties, which could materially affect your use of the trademarks in this area 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 filed a complaint regarding the use of the name "Crumbl" against one of our franchisees in the Monroe Circuit Court (Case No. 53C01-2107-PL-001532). The parties entered into a settlement agreement regarding this matter on or around October 27, 2022.

We are aware of a company named Crush Cookie Bar (formerly Crumble Cookie Bar) located in Englewood, New Jersey. This entity may be engaging in infringing uses of the trademark in and around Englewood, New Jersey. 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 obtained a default judgment in this matter and the company changed their name to Crush Cookie Bar.

We are aware of a company named Crumbl Cakes and Bakes located in Staunton, Virginia. We believe this entity is infringing our trademarks in and around Staunton, Virginia, We sent a letter on January 28, 2022, demanding that they change their name, among other things. They have made most, if not all, of the changes we requested.

We are aware of a company named Crumble & Cream operating in Kansas, Oklahoma, and Texas. We believe this entity is infringing our trademarks in and around these areas. We sent a letter on February 15, 2022, demanding that they change their name, among other things and filed suit in the United States District Court for the District of Kansas on or around July 8, 2022. Crumble and Cream has made many of the changes we requested.

We are aware of a company named Crumb Cookie operating in New York. This entity may either have superior rights to the trademark or be engaging in infringing uses of it in New York, which could materially affect your use of the trademarks in this area 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, Florida, and possibly other states. We believe that Crave's trademark and trade dress may be infringing on Crumbl's. We filed suit in the United States District Court for the District of Utah, Central Division on or around May 10, 2022. The parties entered into a settlement agreement regarding this matter on or around July 12, 2023.

We are aware of a company operating under the name Dirty Dough, which currently has several locations in Utah and possibly other states. We believe that Dirty Dough's trademark and trade dress may be infringing on Crumbl's. We filed suit in the United States District Court for the District of Utah, Central Division on or around May 10, 2022. The parties entered into a settlement agreement regarding this matter on or around October 31, 2023.

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.

If we decide to add, modify, or discontinue the use of an item or process covered by a trademark or other aspect of our system, you must also do so at your cost. You may not contest, directly or indirectly, our right and interest in our trademarks, names or marks, trade secrets, trade dress, 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

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.

The following copyrights are registered or have been filed for registration with the United States Copyright Office. We intend to renew the copyrights.

Title	Date of Publication	Registration Date	Registration Number
Party Box Artwork	September 27, 2018	June 9, 2020	VA0002210318

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

Certain elements of the "system" are confidential, proprietary, and classified as trade secrets. If applicable, we have the right to control any administrative proceedings or litigation regarding such proprietary information. We are not required to defend or indemnify you for any damages from a proceeding based on such proprietary information. We may include certain portions of such proprietary information in our manuals, which you may use only in connection with the system. The manuals may not be copied and must be returned to us or permanently deleted by you upon termination, transfer or non-renewal of your franchise agreement. You must modify or discontinue the use of any proprietary information, 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.

Protection Against Infringement

You are obligated to immediately notify us when you learn about an infringement of or challenge to your use of our patents or copyrights. 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 patents or copyrights, 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 patents or copyrights, and you will proceed in strict coordination and oversight by us. You may not act contrary to our rights in the patents or copyrights. 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 patents or copyrights.

If we decide to add, modify, or discontinue the use of an item or process covered by a patent or copyright, you must also do so at your cost. You may not contest, directly or indirectly, our right and interest in our patents or copyrights and agree to execute documents and assurances necessary to effectuate these provisions. Any goodwill associated with the patents or copyrights belongs exclusively to us.

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. Your store manager may not manage more than one Crumbl® store at a time and is not required to have any equity interest in your franchise business. 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; (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; (vii) be in direct contact with the franchise business on at least a weekly basis; and (viii) be attentive and responsive to all inquiries and communications from us.

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 owners, nor your management employees can have an interest in or business relationship with any cookie, soda, or bakery dessert business, including any business whose gross sales total more than 10% in any of the following products: cookies, donuts, sodas, or other bakery desserts, or other business offering products or services competitive to those of Crumbl®, during the term of the franchise agreement and afterward for a period of 3 years 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. 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, and at the hours we designate in our manual, which may range from 8:00 a.m. until midnight each day, except that you are not required to operate on the following holidays: New Year’s Day, Thanksgiving Day, Christmas Eve, and Christmas Day. You may not operate the franchise business, including working 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 equity 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 default of every provision of the franchise agreement.

Owners of the Franchise

You must disclose to us all of the individuals and entities, along with all of their sub-owners down to the level of their individual owners, who own any interest in your franchise business and each of their states of residency. We reserve the right to decline entering into a franchise agreement and/or area development agreement with you or approving a transfer of your franchise agreement and/or area development agreement, your entity, or your franchise business if your entity, or the transferee's entity, comprises, or will comprise, an excessive number of individuals, as determined by us in our sole discretion.

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.

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 franchise term is 10 years and begins upon signing the franchise agreement.
b.	Renewal or extension of the term	Section 2.2	If you are in good standing and have met your obligations under the agreement, you may apply for a successor franchise to continue operating your franchise for an additional 10-year term.

	Provision	Section in Franchise or other Agreement	Summary
c.	Requirements for franchisee to renew or extend	Section 2.2	To apply for a successor franchise, you must send us written notice between 6 and 12 months before your current term expires (subject to applicable law). We will then evaluate your application under substantially the same standards we apply to new franchise applicants, as well as based on our experience with you as our franchisee. In order to qualify for a successor franchise, you must, among other things, not have been 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 and conditions from the original agreement.
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).
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 default and fail to cure. We may also terminate if your immediate family member has any interest in a competing business. There are certain defaults 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.

	Provision	Section in Franchise or other Agreement	Summary
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.
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.)

	Provision	Section in Franchise or other Agreement	Summary
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.
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.

	Provision	Section in Franchise or other Agreement	Summary
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 3 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 discussions or 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.
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).

	Provision	Section in Franchise or other Agreement	Summary
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 applicable 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 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).
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). If you are in default of your area development agreement, we may terminate your franchise agreement(s) and/or any other agreements between you and us. Also, if you are in default of one or more of your franchise agreements, we may terminate your area development agreement and/or any other agreements between you and us.
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

	Provision	Area Development Agreement	Summary
			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).
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-

	Provision	Area Development Agreement	Summary
			current area developer agreement, and a release signed by you.
n.	Franchisor's right of first refusal to acquire developer's business	Section 12.5	We can match any offer for your business within 60 days of written notice to us of the offer.
o.	Franchisor's option to purchase franchisee's business	Not Applicable	
p.	Death or disability of developer	Section 12.6	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

	Provision	Area Development Agreement	Summary
			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.
s.	Modification of the agreement	Section 15.8	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 15.8	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 15.2	Arbitration must be in Salt Lake City, Utah. Litigation, if any, must be in Salt Lake City, Utah (subject to applicable state law – see state specific addenda).
w.	Choice of Law	Section 15.2	Utah law, the Federal Arbitration Act and the United States Trademark Act apply (subject to applicable 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 a historic financial performance representation of a subset of Crumbl® locations that operated continuously through all of 2025, subject to certain assumptions specified below. The total number of franchised outlets that operated continuously through 2025 was 1,048. Of those, 776 locations timely submitted complete financial reports by the first issuance date of this disclosure document, representing approximately 74% of such outlets. Among the locations not included in the data are 8 that closed during 2025. The following data represents the average, high, median, and low 2025 calendar year financial data for such 776 Crumbl® locations. The chart shows the Gross Sales (defined below) for the 2025 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 150,000 people.

2025 Calendar Year	Average	Median	High Store	Low Store
Gross Sales	$1,139,162	$1,093,071	$3,421,762	$365,129

*Out of the pool of such 776 Crumbl® locations that operated continuously for the 2025 calendar year, timely submitted their complete financial reports, and are included in the data above, 346 locations (approx. 45%) met or surpassed the average Gross Sales

**Note that the total franchised locations that were operating at the end of 2025 was 1,101, but 325 of these locations were not included in the data set above because these were either locations that did not operate for the entire year in 2025 or did not timely submit complete financial information.

Definitions

"Gross Sales" means the total amount of all revenue generated from the sale of goods, merchandise, products, or services, less only discounts, returns, allowances, rebates, and sales and use tax imposed by governmental authorities on the sale of products or services.

The financial performance representation 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.

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 (385) 273-7119, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2023 to 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	689	970	+281
	2024	970	1058	+88
	2025	1058	1101	+43
Company Owned	2023	1	2	+1
	2024	2	1	-1
	2025	1	0	-1
Total Outlets	2023	691	972	+281
	2024	972	1059	+87
	2025	1059	1101	+42

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

For Years 2023 to 2025

State	Year	Number of Transfers
Alaska	2023	0
	2024	0
	2025	2
Arkansas	2023	0
	2024	1
	2025	0
Arizona	2023	0
	2024	4
	2025	3
California	2023	9
	2024	16
	2025	15
Colorado	2023	2
	2024	3
	2025	2
Florida	2023	1
	2024	2
	2025	1
Georgia	2023	0
	2024	0
	2025	0
Idaho	2023	3
	2024	0
	2025	2
Illinois	2023	0
	2024	0
	2025	5
Iowa	2023	0
	2024	1
	2025	0
Indiana	2023	0
	2024	4
	2025	0
Kansas	2023	0
	2024	1

	2025	1
Kentucky	2023	0
	2024	0
	2025	3
Louisiana	2023	0
	2024	0
	2025	5
Maryland	2023	2
	2024	0
	2025	0
Massachusetts	2023	0
	2024	2
	2025	0
Michigan	2023	0
	2024	4
	2025	0
Minnesota	2023	0
	2024	0
	2025	4
Mississippi	2023	0
	2024	1
	2025	0
Montana	2023	0
	2024	2
	2025	0
Nevada	2023	4
	2024	0
	2025	0
New Hampshire	2023	0
	2024	0
	2025	2
New York	2023	0
	2024	0
	2025	3
North Carolina	2023	3
	2024	0
	2025	0
Ohio	2023	2
	2024	2
	2025	2

Oregon	2023	1
	2024	2
	2025	4
Pennsylvania	2023	0
	2024	0
	2025	3
Rhode Island	2023	1
	2024	0
	2025	0
South Carolina	2023	1
	2024	0
	2025	0
South Dakota	2023	0
	2024	1
	2025	0
Tennessee	2023	0
	2024	0
	2025	3
Texas	2023	5
	2024	10
	2025	14
Utah	2023	6
	2024	1
	2025	5
Virginia	2023	2
	2024	1
	2025	1
Washington	2023	2
	2024	1
	2025	1
West Virgina	2023	0
	2024	0
	2025	0
Wisconsin	2023	0
	2024	3
	2025	0
Total	2023	44
	2024	62
	2025	82

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Table No. 3
Status of Franchised Outlets
For Years 2023 to 2025

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	2023	8	7	0	0	0	0	15
	2024	15	3	0	0	0	0	18
	2025	18	1	0	0	0	0	19
Alaska	2023	1	1	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Arizona	2023	27	2	0	0	0	0	29
	2024	29	0	0	0	0	0	29
	2025	29	0	0	0	0	0	29
Arkansas	2023	6	3	0	0	0	0	9
	2024	9	1	0	0	0	0	10
	2025	10	0	0	0	0	0	10
California	2023	99	38	3	0	1	0	133
	2024	133	6	2	0	0	0	137
	2025	137	8	1	0	0	0	144
Colorado	2023	23	2	0	0	0	0	25
	2024	25	1	2	0	0	0	24
	2025	24	2	0	0	0	0	26
Connecticut	2023	5	4	0	0	0	0	9
	2024	9	1	1	0	0	0	9
	2025	9	1	0	0	0	0	10
Delaware	2023	0	1	0	0	0	0	1
	2024	1	2	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Florida	2023	50	24	1	0	0	0	73
	2024	73	5	0	0	0	0	78
	2025	78	5	0	0	0	0	83
Georgia	2023	16	18	1	0	0	0	33
	2024	33	4	0	0	0	0	37
	2025	37	0	0	0	0	0	37
Hawaii	2023	1	0	0	0	0	0	1

	2024	1	2	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Idaho	2023	10	0	0	0	0	0	10
	2024	10	1	0	0	0	0	11
	2025	11	0	0	0	0	0	11
Illinois	2023	23	13	0	0	0	0	36
	2024	36	6	1	0	0	0	41
	2025	41	2	2	0	0	0	41
Indiana	2023	13	6	0	0	0	0	19
	2024	19	1	0	0	0	0	20
	2025	20	0	0	0	0	0	20
Iowa	2023	7	1	0	0	0	0	8
	2024	8	1	0	0	0	0	9
	2025	9	0	0	0	0	0	9
Kansas	2023	7	2	0	0	0	0	9
	2024	9	0	0	0	0	0	9
	2025	9	0	0	0	0	0	9
Kentucky	2023	6	3	0	0	0	0	9
	2024	9	4	0	0	0	0	13
	2025	13	2	0	0	0	0	15
Louisiana	2023	7	5	0	0	0	0	12
	2024	12	3	0	0	0	0	15
	2025	15	0	0	0	0	0	15
Maine	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Maryland	2023	7	5	0	0	0	0	12
	2024	12	2	0	0	0	0	14
	2025	14	4	0	0	0	0	18
Massachusetts	2023	8	8	0	0	0	0	16
	2024	16	3	0	0	0	0	19
	2025	19	2	0	0	0	0	21
Michigan	2023	14	7	0	0	0	0	21
	2024	21	2	0	0	0	0	23
	2025	23	2	0	0	0	0	25
Minnesota	2023	14	2	0	0	0	0	16
	2024	16	0	0	0	0	0	16
	2025	16	0	0	0	0	0	16
Mississippi	2023	6	2	0	0	0	0	8
	2024	8	1	0	0	0	0	9

Missouri	2025	9	0	1	0	0	0	8
	2023	13	2	0	0	0	0	15
	2024	15	4	0	0	0	0	19
	2025	19	1	0	0	0	0	20
Montana	2023	5	0	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	0	0	0	0	0	5
Nebraska	2023	2	2	0	0	0	0	4
	2024	4	1	0	0	0	0	5
	2025	5	0	0	0	0	0	5
Nevada	2023	8	1	0	0	0	0	9
	2024	9	1	0	0	0	0	10
	2025	10	1	0	0	0	0	11
New Hampshire	2023	4	2	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	1	0	0	0	0	7
New Jersey	2023	9	3	0	0	0	0	12
	2024	12	8	0	0	0	0	20
	2025	20	1	0	0	0	0	21
New Mexico	2023	2	0	0	0	0	0	2
	2024	2	1	0	0	0	0	3
	2025	3	1	0	0	0	0	4
New York	2023	4	12	0	0	0	0	16
	2024	16	10	0	0	0	0	26
	2025	26	3	0	0	0	0	29
North Carolina	2023	22	10	0	0	0	0	32
	2024	32	2	0	0	0	0	34
	2025	34	0	0	0	0	0	34
North Dakota	2023	3	1	0	0	0	0	4
	2024	4	0	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Ohio	2023	26	17	0	0	0	0	43
	2024	43	7	0	0	0	0	50
	2025	50	0	2	0	0	0	48
Oklahoma	2023	6	4	0	0	0	0	10
	2024	10	1	0	0	0	0	11
	2025	11	3	0	0	0	0	14
Oregon	2023	16	2	0	0	0	0	18
	2024	18	1	2	0	0	0	17
	2025	17	1	0	1	0	0	17

Pennsylvania	2023	17	11	0	0	0	0	28
	2024	28	1	0	0	0	0	29
	2025	29	3	0	0	0	0	32
Puerto Rico	2023	0	1	0	0	0	0	1
	2024	1	1	0	0	0	0	2
	2025	2	1	0	0	0	0	3
Rhode Island	2023	0	2	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	1	0	0	0	0	3
South Carolina	2023	10	4	0	0	0	0	14
	2024	14	2	0	0	0	0	16
	2025	16	1	0	0	0	0	17
South Dakota	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Tennessee	2023	21	5	0	0	0	0	26
	2024	26	2	1	0	0	0	27
	2025	27	0	0	0	0	0	27
Texas	2023	77	25	0	0	0	0	102
	2024	102	3	0	0	0	0	105
	2025	105	1	0	0	0	0	106
Utah	2023	27	1	1	0	0	0	27
	2024	27	1	2	0	0	0	26
	2025	26	1	2	0	0	0	25
Vermont	2023	0	1	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Virginia	2023	18	12	0	0	0	0	30
	2024	30	2	0	0	0	0	32
	2025	32	2	0	0	0	0	34
Washington	2023	22	5	0	0	0	0	27
	2024	27	2	1	0	0	0	28
	2025	28	0	0	0	0	0	28
West Virginia	2023	1	4	0	0	0	0	5
	2024	5	1	0	0	0	0	6
	2025	6	0	0	0	0	0	6
Wisconsin	2023	13	6	0	0	0	0	19
	2024	19	0	0	0	0	0	19
	2025	19	1	0	0	0	0	20
Wyoming	2023	2	0	0	0	0	0	2

	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Total	2023	689	288	6	0	1	0	970
	2024	970	100	12	0	0	0	1058
	2025	1058	52	8	1	0	0	1101

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Table No. 4
Status of Company-Owned Outlets[2]
For Years 2023 to 2025

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
California	2023	0	0	1	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	1	0
Utah	2023	1	0	0	0	0	1
	2024	1	0	0	0	1	0
	2025	0	0	0	0	0	0
Total	2023	1	0	1	0	0	2
	2024	2	0	0	0	1	1
	2025	1	0	0	0	1	0

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Table No. 5
Projected Openings as of December 31, 2025

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	1	1	0
Alaska	0	0	0
Arizona	2	2	0
Arkansas	0	1	0
California	21	10	0
Colorado	0	0	0
Connecticut	2	3	0
Delaware	2	1	0
Florida	18	2	0
Georgia	11	2	0
Hawaii	0	4	0
Idaho	0	0	0
Illinois	8	3	0
Indiana	2	5	0
Iowa	2	0	0
Kansas	2	2	0
Kentucky	2	1	0
Louisiana	4	2	0
Maine	3	2	0
Maryland	4	4	0
Massachusetts	8	6	0
Michigan	3	6	0
Minnesota	2	3	0
Mississippi	1	1	0
Missouri	2	1	0
Montana	1	0	0
Nebraska	2	0	0
Nevada	1	0	0
New Hampshire	1	0	0
New Jersey	11	4	0

New Mexico	2	1	0
New York	21	6	0
North Carolina	4	4	0
North Dakota	0	0	0
Ohio	12	3	0
Oklahoma	2	0	0
Oregon	2	0	0
Pennsylvania	8	5	0
Puerto Rico	0	0	0
Rhode Island	0	1	0
South Carolina	4	0	0
South Dakota	0	0	0
Tennessee	4	1	0
Texas	16	4	0
Utah	1	0	0
Vermont	0	0	0
Virginia	5	1	0
Washington	6	3	0
Washington DC	1	1	0
West Virginia	2	0	0
Wisconsin	1	2	0
Wyoming	0	0	0
Total	207	98	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. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

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

The following independent franchisee organization has asked to be included in this disclosure document. We have not created, and do not sponsor or endorse such organization.

Crumbl Franchise Partner Association
American Association of Franchisees & Dealers
276 Hazard Ave, Suite 11
Enfield, CT 06082
Email: cfpa@aafdchapters.org

ITEM 21
FINANCIAL STATEMENTS

Our fiscal year ends on December 31st of each year. Attached as Exhibit "C" are (1) our audited financial statements for the Year Ended December 31, 2025, and Independent Auditor's Report, and (2) our audited financial statements dated as of December 31, 2024 and 2023 and for the Years Ended December 31, 2024, 2023, and 2022 (Together with Independent Auditors' Report).

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 1712 South East Bay Boulevard, Suite 200, Provo, Utah 84060, 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 be 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 disclosures regarding non-competition obligations that extend beyond the termination of the franchise are not applicable to residents of the State of California as of the effective date of the franchise agreement. 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 individually liable for your financial obligations under the agreement. The guarantee will place your 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.

17. **Registration of this franchise does not constitute approval, recommendation, or endorsement by the Commissioner of the Department of Financial Protection and Innovation.**

18. California's Franchise Investment Law (Corporations Code sections 31512 and 31512.1) states that any provision of a franchise agreement or related document requiring the franchisee to waive specific provisions of the law is contrary to public policy and is void and unenforceable. The law also prohibits a franchisor from disclaiming or denying (i) representation it, its employees, or its agents make to you, (ii) your ability to rely on any representations it makes to you, or (iii) any violations of the law.

19. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise. See NASAA STATEMENT OF POLICY REGARDING THE USE OF FRANCHISE QUESTIONNAIRES AND ACKNOWLEDGMENTS. https://www.nasaa.org/wp-content/uploads/2022/11/sop-franchise-questionnaires.pdf.

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.

THE HAWAIIAN BUSINESS REGISTRATION DIVISION HAS DETERMINED THAT A REVIEW OF THE FRANCHISOR'S FINANCIAL STATEMENTS INDICATE THAT THE FRANCHISOR'S LIABILITIES EXCEED ITS ASSETS AND REQUIRE THAT THE FRANCHISOR DEFERS THE FRANCHISE FEE UNTIL ITS OBLIGATIONS TO THE FRANCHISEE ARE MET AND THE BUSINESS IS OPEN.

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

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.

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. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

9. Item 5 of the FDD and Section 4.2 of the Franchise Agreement are amended as follows:

> Based on our financial condition, the Hawaii Department of Commerce and Consumer Affairs, Business Registration Division, has required a financial assurance. Therefore, we will not require or accept the payment of any initial franchise fee until we have satisfied all of our pre-opening obligations to you under the Franchise Agreement with respect to the applicable Franchised Business and such Franchised Business is open for business. In addition, with respect to each franchised business Franchisee opens under the Area Development Agreement, payment of the franchise fee will be deferred proportionally with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location.

10. The disclosure document, franchise agreement, and other related agreements are amended to conform to the preceding provisions.

Effective Date: April 6, 2026, as amended April 28, 2026

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.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

In fiscal year 2023, the Franchisor's affiliate derived more than $31M in revenue from purchases required to be made by franchisees.

You are required to contribute to an Advertising Fund. The Franchisor may use up to 50% of those fund contributions to advertise and solicit new franchisees.

There are issues with the Franchisor's trademark and name. Read Item 13 in the disclosure document carefully to make certain that you understand the potential repercussions of trademark interference, oppositions, and cancellations.

Franchisor will defer payment of the initial franchise fee and other initial payments owed by franchisees to the Franchisor until the Franchisor has completed its pre-opening obligations under the franchise agreement and the franchisee has commenced business operations. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

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 that Franchisor has sustained or may sustain by reason of such default or defaults 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 5 of the Disclosure Document is amended to add the following:

- Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement. In addition, all development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

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

- No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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).

8. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

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 SERVICES OR 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 ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CAN NOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS THAT ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. The following is added at the end of Item 3:

With the exception of what is stated above, the following applies 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 or misdemeanor allegations.

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

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective

injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

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 the franchisee by Article 33 of the General Business Law of the State of New York.

6. Franchise Questionnaires and Acknowledgements--No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

7. Receipts--Any sale made must be in compliance with § 683(8) of the Franchise Sale Act (N.Y. Gen. Bus. L. § 680 et seq.), which describes the time period a Franchise Disclosure Document (offering prospectus) must be provided to a prospective franchisee before a sale may be made. New York law requires a franchisor to provide the Franchise Disclosure Document at the earlier of the first personal meeting, ten (10) business days before the execution of the franchise or other agreement, or the payment of any consideration that relates to the franchise relationship.

8. To reserve territories for 3 Crumbl® franchises businesses under an area development agreement, you must pay an up-front area development fee of an amount equal to $150,000, which is paid at the time of signing and credited towards the initial franchise fee of each franchise as developed. In addition, you must pay $78,000 to $86,000 to the franchisor or affiliate before you open each of your franchise businesses (for a total $234,000 to $258,000 for 3 locations paid to us or our affiliates). Upon signing an area development agreement for 3 locations, you will pay to us and our affiliates, before the first location opens, an amount between $178,000 and $186,000. This amount equals the area development fee plus the initial franchise fee for the first location. The total investment necessary to begin operation of 3 Crumbl franchises under an Area Development Agreement is $2,448,198 to $4,327,599. The minimum number of locations to be opened under an Area Development Agreement is 3.

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.

2. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

ITEM 5 of the Disclosure Document is amended to add the following:

- Payment of all initial franchise fees owed to the franchisor, or its affiliate, by the franchisee shall be deferred until the franchise is operational.

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 Virginia State Corporation Commission's Divisions of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

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

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws**. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights**. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation**. 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.

4. **General Release**. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial**. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. **Termination by Franchisee**. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions**. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing**. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages**. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement**. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification**. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees**. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants**. 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements**. 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.

16. **Questionnaires and Acknowledgments**. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship

shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. **Prohibitions on Communicating with Regulators**. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers**. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. **Fee Deferral**. In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. Because franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Area Development Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location.

The undersigned does hereby acknowledge receipt of this addendum.

FRANCHISOR:	FRANCHISEE:
CRUMBL FRANCHISING, LLC	_____
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____

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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CRUMBL®
FRANCHISE AGREEMENT

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Crumbl Franchising, LLC
FRANCHISE AGREEMENT

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

WHEREAS, We have developed, or acquired the rights to, a system for the operation of a cookie and dessert business known as Crumbl®, offering to the public cookies, desserts, sodas, 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 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, 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 and conditions 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 ("Territory"), which are set forth on Exhibit A-1. 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 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 the Term and any Successor 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. You expressly acknowledge and agree that 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 and Our affiliates, exclusively reserve the right to sell Crumbl® products and products under other brands We control, at Our discretion, either personally or through agents, representatives, licensees, or franchisees, both within and without Your Territory, through Non-traditional Outlets without paying compensation to You. The term "Non-traditional Outlet" refers to all locations and opportunities that are not a traditional Crumbl® franchise location and includes locations at convention centers, sporting arenas, airports, bookstores, malls, grocery and convenience stores, or other similar locations. Furthermore, We and Our affiliates expressly reserve the right to sell, Market and distribute all Crumbl® products and products under other brands we control, either personally or through agents, representatives, licensees, or franchisees, both within and outside Your Territory using other Marketing strategies and distribution channels including the Internet, apps, Social Media, catalog sales, direct sales, retail or wholesale outlets, general media marketing, retail units, National Accounts, 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. 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.

1.3.1 Online and Delivery Orders. We may manage and assign online and delivery orders that We receive via our website, Our Crumbl® App, and similar channels. Our procedures for managing online and delivery orders are set forth in Our Manuals, which We may amend from time to time. Currently, online and delivery orders that We receive are generally assigned to the store closest to the customer's address (based on straight-line distance), but We reserve the right to assign orders to alternative Crumbl® locations based on criteria that, in Our sole discretion, are in the best interest of the customer and/or the System, including customer preference, traffic patterns, driving times and distances, a store's inventory counts, product selection, store ratings, and similar criteria.

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.

ARTICLE II
TERM AND SUCCESSOR FRANCHISE

2.1 Term. The term of this Agreement begins on the Effective Date and terminates 10 years thereafter ("Term"), unless terminated earlier pursuant to Article XI herein. 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 throughout the Term: 1) complied with and timely met all material terms and conditions of this Agreement; 2) complied with the Standards and any required modification to such standards and procedures; 3) timely paid all monetary obligations owed to Us; 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 may apply for the right to enter into a successor franchise for the operation of a Franchise Business ("Successor Franchise") for an additional term of 10 years ("Successor Franchise Term"), subject to the conditions and requirements herein. To obtain a Successor Franchise, You must request, in writing, that we grant you 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, or the Successor Franchise Term, as applicable. We will then provide you with an application for a Successor Franchise ("Successor Franchise Application"), which You must complete and return to Us within 10 days after We deliver it to You. Your failure to give such notice or return a completed Successor Franchise Application will constitute an election not to enter into a Successor Franchise. 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 Evaluation of Application. We will evaluate Your Successor Franchise Application under substantially the same standards we apply to new franchise applicants, as well as based on our experience with You as Our franchisee, including Your financial strength and access to capital, business operations, personal character and temperament, and Your history of performance and compliance under this Agreement.

2.2.2 Notice of Approval/Non-Approval. We will approve or deny Your Successor Franchise Application within 60 days of Our receipt thereof by providing You written notice, or as otherwise required by law.

2.2.3 Upgrading Your Franchise Business. As a condition to Us approving You entering into a Successor Franchise, at Your expense, You are required to 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. You shall make such improvements within the time periods We specify.

2.2.4 Successor Franchise Training. As a condition to Us approving You entering into a Successor Franchise, 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 are required to cover the expense of travel, meals, lodging, and other related costs for such training.

2.2.5 Successor Franchise Agreement. As a condition of entering into a Successor Franchise, You must execute Our then-current form of Our franchise agreement and related agreements and documents ("Successor Franchise Agreement") and Your Owners must also execute our then-current form of personal guarantees and related documents that We require. You and Your Owners must sign a general release of all claims against each Crumbl Party 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. **You acknowledge that Our then-current Successor Franchise Agreement may contain Fees and charges, territorial, terms, and other changes and provisions that may be materially different from those contained in this Agreement, including terms affecting payments to Us and Our affiliates.** The Successor Franchise Agreement will supersede in all respects the terms and conditions of this Agreement, and You will be obligated to comply with all requirements of new franchisees. You must sign and return to Us the Successor Franchise Agreement within 30 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 (except as otherwise provided in Section 2.2). You acknowledge and agree that this Agreement does not grant you any automatic extension rights, and that the sole basis for any extension of your rights to operate Your Franchise Business beyond the Term, or enter into a Successor Franchise, is in this Section.

2.2.6 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.

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 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 than 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 (or that of Our affiliate(s) as designated in Our sole discretion) and You shall not reproduce or replicate the Copyright Materials either during or after this Agreement. You shall not make any direct or indirect use of the Copyrighted Materials except as allowed under this Agreement.

3.6 Our Intellectual Property. The Intellectual Property and other materials and documents provided to You by or through Us will remain Our sole property (or that of Our affiliate(s) as the case may be). You acknowledge that the 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 (or that of Our affiliate(s)).

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 the 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. 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. 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 or Our affiliate 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. 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. In Our sole discretion and election, upon formal written notice to You, You will assign and transfer all rights and interest in and to the Lease to Us to be effective, 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. To exercise such option, We must notify You and the Landlord in writing 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, soda, or bakery dessert business, or other business that derives more than 20% of its revenue from the sale of cookies, sodas, or bakery desserts, to operate in Your shopping center or building where Your premises is located.

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 You 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, except as stated in this Section. If You and We agree to terminate this Agreement before Your Franchise Business is open and operating, based on Our ongoing risk assessment of the Territory, We reserve the right to issue a refund of the Initial Franchise Fee, in Our sole discretion. 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 Fee. You shall pay to Us the weekly Marketing Fund Fee listed in Exhibit "A-3" for use in Our Marketing Fund and advertising and promotional programs.

5.3.2 Local Marketing Requirements. In addition, you must spend at least 0 to 2% of your gross sales per month to advertise your franchise business locally as determined by us. Currently this local marketing requirement is 0% of your gross sales. Your local Marketing requirements are in addition to your contributions made to the Marketing Fund. We may increase the required local marketing requirement upon 60 days' notice to you, however the total local marketing requirement will not be more than 2% of gross sales per month.

5.3.3 Advertising Cooperatives. You are not required to participate in a local or regional advertising cooperative at this time, but We reserve the right to require cooperatives (including the areas and governing rules) to be formed, changed, dissolved, or merged at any time. You are required to participate in a local or regional advertising cooperative when established or approved by Us. The area of any cooperative marketing association will be based on regions determined by Us. Upon the formation of an advertising cooperative, You will be deemed to be a member of that association as covers the area where your franchise is located, and You will be bound by any decisions made by the association upon a majority vote by voting members (or other voting requirements as determined by Us). Non-traditional units may not be required to participate in cooperative marketing.

You and other franchisees in the cooperative will be responsible for the administration of the association. Governing documents will be provided by Us or by the cooperative and approved by Us. At this time, these governing documents are not available. Voting will be on the basis of one vote per franchise in good standing and one vote per company-owned location within the cooperative. Members of the cooperative must make contributions pro rata based on the number of units in the cooperative. The timing and amount of contributions you make may vary according to the vote and rules of the advertising cooperative, but will not exceed your required annual local marketing percentage in any single year, unless a majority of the members in your advertising cooperative vote to increase the contribution percentage. Contributions to Your advertising cooperative will be credited toward Your local Marketing requirement. Contributions to Your advertising cooperative are in addition to Your contributions made to the Marketing Fund. Notwithstanding anything to the contrary, We and Our affiliates and Our company-owned stores are not required to contribute to advertising cooperatives. All of Our franchisees are required to contribute to advertising cooperatives. However, contributions by Our franchisees to advertising cooperatives may not be uniform. We may require the cooperative, at the cooperative's expense, to prepare unaudited annual financial statements and these will be available for review by all franchisees in the cooperative and Us.

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 $30,000 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 25 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. We may also require other reports from time to time. We reserve the right to change the due date for all reports as set forth in Our Manuals.

5.5.1 Access and Use of Financial Records. We or Our approved 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 violation even if a fine has been previously imposed. We may rely on any evidence available to Us that such violation(s) or default(s) 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. You shall pay to Us a monthly technology Fee as set forth in Exhibit "A-3". This Fee is fully earned by Us and 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. You acknowledge and agree that We are not obligated to provide any level of product or service to You, except as expressly set forth in this Agreement. We may use this Fee for any reason in Our sole discretion, including as revenue and/or to cover expenses incurred by Us regarding select software, products, services, and other technology used in Our business and/or Your Franchise Business. You shall pay to Us this Fee in accordance with Our electronic funds or automatic withdrawal program, if established, or otherwise by the first Tuesday of the month. We may update this Fee periodically in Our Manuals. You hereby acknowledge and agree that We are not liable for any performance issues, problems, downtime, bugs, or errors in any software, product, service, or other technology We require You to use in Your Franchise Business, whether provided by Us, Our affiliate(s), or third parties.

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 Transaction Processing Fee. You shall pay to Us a "Transaction Processing Fee" as set forth in Exhibit "A-3." You acknowledge that Our merchant processor charges a variable merchant transaction fee, which currently averages to around 2.36% per transaction "Merchant Transaction Fee," which is deducted from the Transaction Processing Fee and paid to the merchant processor. We reserve the right to require You to pay the Merchant Transaction Fee directly to the merchant processor or at different intervals and methods as We determine from time to time. You acknowledge that We may retain/receive the difference between the Transaction Processing Fee and Merchant Transaction Fee as revenue, which We may use to cover certain processing costs as We determine. We reserve the right to update the Merchant Transaction Fee and the Transaction Processing Fee in our Manuals and change

our designated merchant processor(s), from time to time as We determine in Our sole discretion. and You are required to comply with any such changes and are solely responsible for the fees associated with such changes.

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 do not make any representation or warranty regarding licenses, permits, or other governmental approvals, that may, or may not, be 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 15 to 20 hours to complete. We may require, at Our discretion, a second portion of training, which is an in-person training conducted by Our designated trainer at Our headquarters in Provo, Utah, a franchise location, or another location designated by us, which currently lasts around 10 to 14 days. The first and second (if We require) parts of the initial training must be completed at least 1 week before You open. The third and final part of the initial

training is an in-person training conducted by Our designated trainer at Your store for around 6 to 12 days. This typically will occur during and through Your grand opening. The total length of training is generally 18 to 29 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) an online self-guided training, (2) a 5-to-7-day session at Your location, and/or (3) 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. You must use all of Our required training tools and programs that We designate.

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.

6.1.6.1 Primary Owner's Obligations.

a. Your Primary Owner must personally participate in the direct, on-premises operation and supervision of the Franchise Business on a full-time basis for at least the first 60 days of

operation. After that period, 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 number of hours but must continue to maintain sufficient inventory, supplies and products and employ adequate personnel to operate Your Franchise Business at its maximum capacity and efficiency. In addition, Your Primary owner must at all times be personally involved in providing the vision, expectations, and coaching for the Franchise Business in order to ensure success and deliver on customer expectations. Your Primary Owner must ensure that the culture of Your Franchise Business aligns with Crumbl's culture as set forth in Our Manuals.

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; (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; (vii) be in direct contact with the Franchise Business on at least a weekly basis; and (viii) be attentive and responsive to all inquiries and communications from Us.

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. Your store manager may not manage more than one Crumbl® store at a time.

d. You shall ensure that You and Your Primary Owner devote Your and their primary attention to the Franchise Business. You and Your Primary Owner shall keep free from any Competing Business 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 designate in Our Manual, which may range from 8:00 a.m. until midnight each day, except that You are not required to operate on the following holidays: New Year's Day, Thanksgiving Day, Christmas Eve, and Christmas 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 working 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 direct, 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, such that all locations will have a generally similar look and appearance. You must complete all such updates and upgrades and otherwise remodel Your Franchise Business within the time periods we specify. In the event You relocate Your Premises to a new approved location, sell or assign Your Franchise Business, 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 certain management training as stated herein. 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. If We provide You any comment, guidance, or materials regarding employment matters, it is provided only as a sample or for Your general consideration. It is Your responsibility to comply with all local, state, and federal labor and employment laws.

6.1.10 Insurance.

(i) Minimum Limit Requirements. You must at all times during the entire Term 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 and/or require maximum and/or minimum pricing for the retail prices You may charge for products and services. We may also establish a tiered pricing system for such products and services, in which We set maximum and/or minimum prices within each tier. Under this system, each tier may include a defined set of permitted prices for various menu items. You must adhere to the pricing for the tier You have selected, subject to Our rules regarding tier selection and changes. You may choose to adopt a lower pricing tier at any time; however, You may not increase Your maximum prices or move to a higher pricing tier more frequently than We allow, which limitations we may modify from time to time in Our Manuals. 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. You shall comply with such pricing requirements and programs as may be further set forth in Our Manuals, which We may update from time to time. You acknowledge 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 and Our affiliates 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. You shall ensure that We have independent access to the compliance monitoring system, but Our access does not obligate Us to monitor Your Premises for safety or compliance. 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.

(i) Communication. 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 or other 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, subject to the above restrictions. We may also require You to use other exclusive methods of communication in Your Franchise Business. We may, from time to time, delete from, or add to, these exclusive methods of communication. You shall frequently check such exclusive methods of communication to facilitate Our communications with You.

(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. You are required to accept Crumbl® gift cards at Your Franchise Business.

We will determine how gift cards may be redeemed and what costs our locations will bear. For all gift card and similar transactions, You shall pay Us the Gift Card Program Fee as set forth in Exhibit "A-3" at the time when Your royalty payment is due. You shall comply with the incentive programs, including Our gift card program, as described in our Manuals.

(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 Standards for any aspect of Our System, or modify existing 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. 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 inspections of all aspects of Your Franchise Business, including compliance with the System, reporting, food safety, operational compliance, customer service, branding, and the Standards, procedures, and requirements set forth in this Agreement or the Manuals, by Our duly authorized representative or third-party contractor, at intervals determined by Us. 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. For inspections of Your Franchise Business, We may require you to order, or we may order on your behalf, third-party inspections (including secret shopper programs) of Your Franchise Business regarding food safety, operational compliance, customer service, and other Standards. We currently require two to four such inspections per year and we may require additional inspections if you fail an inspection or are not in compliance with Our Standards. We may charge You a Store Inspection Fee (see Exhibit "A-3") for each inspection or visit. We may update this Fees and these procedures, including the frequency of inspections, from time to time as set forth in Our Manuals, with which You must comply. You shall keep the cameras monitoring Your Franchise Business turned on at all times and ensure that We have access to such information at all times.

(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 default of this Agreement, noncompliance with the Manuals, or poor performance of Your Franchise Business as determined by the metrics set forth in the Manuals, as determined by Us, in Our sole discretion, or as set forth in

Section 14.10, 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 equity 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 and alcohol 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 Comportment. You shall not be convicted of or plead guilty or no contest to, a felony, a crime involving moral turpitude or any other crime. You shall not engage in any 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 shall not make disparaging remarks against Us, Our management, employees, vendors, the System, or Our brand to Our other franchisees or in a public forum, including radio, television, newspapers, the Internet, or Social Media. You shall treat Our employees, contractors, and vendors with dignity and respect. You shall not 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.

ARTICLE VII
FRANCHISOR'S OPERATIONAL ASSISTANCE

7.1 Layout and Design. We will provide You with general specifications for the Premises layout, signs, equipment, products, 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, including from Our affiliates. At Our discretion, at any time, We may add to or discontinue working with any of Our designated suppliers. We reserve the right to designate additional or different items, equipment, products, and services to be purchased by You from Us, Our affiliates, and/or Our designated suppliers at any time in Our sole discretion. 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.

7.1.2 Initial Required Equipment. You shall purchase from Us or Our affiliate, prior to opening Your Franchise Business, an opening tech equipment package, including technological

equipment required by Us to be used in Your Franchise Business. You shall also purchase from Us or Our affiliate, prior to opening Your Franchise Business, an opening box and ingredient package to be used in Your Franchise Business. Our Fees for such packages are set forth in Exhibit "A-3."

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 the poor performance of Your Franchise Business as determined by the metrics set forth in the Manuals, 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 Training. At Our discretion, up to two times calendar year, at dates and locations designated by Us, We may require Your Primary Owner and/or designated manager to attend and complete training or operational review sessions with Our representatives. These sessions will address topics and training areas that we determine, and their duration will be set at our discretion; however, they typically last between one and three days. You shall be responsible for all costs of travel, food, lodging, and Your employee salaries, and other expenses. 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 or an affiliate.

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. We may, in Our sole discretion, permit each committee to establish rules for admitting and retaining committee members, which we may revoke or amend at any time.

ARTICLE VIII
PURCHASE OF PRODUCTS

8.1 Approved Products and Services. You must use, provide, offer for sale only those goods and services that meet Our specifications and/or that are purchased from approved suppliers in accordance with Our Manuals. You shall 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, centralized billing, or other automatic withdrawal program.

8.1.2 Centralized Billing. You agree that We may implement and administer, and You shall comply with the requirements we establish for, centralized billing programs for the System to collect and remit amounts owed by You to Us, Our vendors, and Your vendors, and We may charge an additional administrative fee for each program, as listed in Exhibit "A-3," for managing such programs, which requirements and fees We may update from time to time as set forth in the Manuals. You shall timely pay all invoices related to such programs according to the payment terms and deadlines established by Us or the applicable vendors.

8.2 Your Purchases. You shall purchase all goods, equipment, and services that We designate, including new or different goods, equipment, and services that We may require from time to time, from sources designated or approved by Us. We and Our affiliates 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 and We and Our affiliates 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 and Our affiliates may, at any time and in Our or their sole discretion, order and ship to You any ingredients, products, marketing materials, or other items required under the System, at Your expense at then-current prices plus applicable shipping costs.

These requirements may change from time to time, as designated by Us in Our sole discretion, and may require you to invest additional capital in new or updated equipment, products, inventory, or services and incur higher operating costs.

8.3 Unapproved Suppliers. You shall only purchase 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 as set forth in Exhibit "A-3," 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 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 Our Standards 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, including any new or different items We may designate from time to time, in accordance with Our specifications and from suppliers that We designate. You shall maintain such inventory, tools, supplies, and equipment in good working order. For technical support or training related to 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. These requirements may change from time to time, as designated by Us in Our sole discretion, and may require you to invest additional capital in new or updated equipment, inventory, or supplies and incur higher operating costs.

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. 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 operating and performance procedures, standards and specifications, Recipes for products, services, and Marketing for the operation of Your Franchise Business and the products and services provided, and which will become part of the Manuals and System ("Standards"). 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.

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. We may allow another franchisee to conduct Marketing in Your Territory in Our sole discretion. 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. We may, in Our discretion, prepare an unaudited annual report of Marketing Fund expenditures and/or Marketing activities.

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 shall not conduct any Marketing outside of Your Territory without Our prior written consent. 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. 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
DEFAULT AND TERMINATION

11.1 Default and Termination. We may terminate this Agreement before the expiration of the Term if You default on any of Your obligations, representations, warranties, or other provisions of this Agreement and fail to cure such default, 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 any of Your owners 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 Defaults. You default under the same provision of this Agreement on 2 or more occasions during any 12-month period, or default under any provisions of this Agreement, whether the same or different, on 3 or more occasions during the Term.

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 Information or other 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, including if You, any of Your Owners, or any of Your Immediate Family has an interest in, directly or indirectly, in a Competing Business.

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 any aspect of the System, including 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 Our affiliates, 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 Defaults. 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 default 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 between any of You and Us or any of Our affiliates, and/or any agreement between Us or any of Our affiliates and a third party in which any of You have any direct or indirect ownership or financial interest.

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). All provisions of this Agreement pertaining to termination will apply including the survival of the covenants not to compete after termination.

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

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, Our affiliates, 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, including nondisclosure and non-use of all Confidential Information, brand-protection, indemnification, and other restrictions and obligations 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. 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 a Fee as set forth in Exhibit "A-3" 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 other post-Termination obligations.

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 Attorney-In-Fact. You hereby appoint Us as Your attorney-in-fact, and expressly authorize Us, to sign any document and take any action convenient or necessary to fulfill Your obligations under this Agreement.

12.8 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 4.2.3 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 Transfer 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. Any Transfer of any interest in this Agreement, Your entity, or Your Franchise Business made without Our prior written consent is null and void ab initio, and confers no rights on the purported transferee. As a prerequisite to seeking Our consent, You must provide Us with all documentation relating to the Transfer of Your Franchise Business or this Agreement. Said approval will not be unreasonably withheld (except as stated below), 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 or Your entity 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, brand-culture alignment, 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. Neither We nor Our affiliates are 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 harmless from any liability whatsoever relating thereto.

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

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

14.6 Internal Transfers. If a proposed Transfer of any interest in Your Franchise Business or Your entity 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 of Your current owners, and such proposed Transfer along with all of the Transfers of any interest in Your Franchise Business that have occurred during the Term, and any prior franchise term(s), are comprised of, in the aggregate, 50% or less of the total ownership and voting interest in Your Franchise Business (ownership and voting interests will each be assessed separately), You shall, instead of paying the Franchise Agreement Transfer Fee, pay Us the "Internal 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 or Your Franchise Business 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 and Our affiliates 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 Current Brand Standards. You must bring Your Franchise Business, including Your premises, up to Our current brand Standards as required of new Crumbl® franchise locations.

14.8.5 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.

14.8.6 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.

14.8.7 Franchise Agreement Transfer Fee. You must pay the Franchise Agreement Transfer Fee set forth in Exhibit "A-3."

14.8.8 General Release. You and each of You must execute a general release releasing each Crumbl Party of any claims You may have against any Crumbl Party.

14.8.9 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.

14.8.10 Survival of Covenants. Your non-competition, confidentiality, including nondisclosure and non-use of all Confidential Information, brand-protection, indemnification, and other restrictions and obligations of this Agreement and the provisions relating to dispute resolution, 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 Internal Transfer Fee 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 Internal 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 of each Crumbl Party. 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, or Your breach, violation, or default of this Agreement. 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. During the Term and for any extensions or Successor Franchises hereof, You and Your 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, 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. You must immediately provide Us a copy of any changes You make to this form). A copy of all such agreements must be promptly delivered to Us at closing for Your owners 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 and any extensions or Successor Franchises hereof, and at any time thereafter, You shall not, and You shall ensure that those over whom You have control

shall not, (a) make any unauthorized disclosure, use, copy, transmittal, recreation, reproduction, or other use of any part of the Confidential Information, other than as authorized by this Agreement; or (b) engage in, be involved with, be employed by, or contract with any other person, firm, corporation, limited liability company, or entity in any capacity where such engagement, (i) would reasonably require, entail, or result in the disclosure, use, or access to any Confidential Information; and/or (ii) could reasonably be expected to result in a conflict of interest or pose an actual risk of disclosure of any Confidential Information. You shall 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, You shall not forward any communication (email, paper, etc.) from Us to You to another email account You control or share, or forward to anyone, including employees, without first receiving Our express written consent.

16.2.1 Prior Disclosures. You acknowledge and agree that the information disclosed by Us 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 duties of non-use and non-disclosure) as if such information had been disclosed following the execution of this Agreement.

16.3 Post-Term Covenants. Upon Termination of this Agreement and for a continuous, uninterrupted period of three years thereafter, You and Your Immediate Family shall not, 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 in operation at the time of Termination or Transfer 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.

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 Crumbl® 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 default 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 defaulted, 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 Our affiliates 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.

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 as of the Effective Date 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 Limited Obligations. We make no warranty or covenant to provide to You any level of Marketing, site selection assistance, or other development or operational assistance or services, other than as expressly set forth in this Agreement. This Agreement does grant You the right to be awarded additional franchises other than as expressly set forth in this Agreement.

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 Standards or the terms on which We offer franchises, the charges. We may, in Our sole discretion, approve exceptions or variances to the Manuals or our Standards for you or other franchisees if we determine that such exceptions or variances are necessary or appropriate under the circumstances. You have no right to object to, or rely upon, any such exceptions or variances granted to others, nor are you entitled to receive the same exceptions or variances.

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 default, or cause the violation or default, of any agreement or covenant between any third party or the violation, default, 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 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 and entities, along with all of their sub-owners down to the level of their individual owners, listed in Exhibit 'A-2,' are the owners and sole holders of a legal and beneficial interest in Your Franchise Business. We reserve the right to decline entering into this Agreement with You or approving a Transfer of this Agreement, Your entity, or Your Franchise Business, if Your entity, or the transferee's entity, comprises, or will comprise, an excessive number of individuals, as determined by Us in Our sole discretion.

20.22 Drafting. The rule of construction that a contract be construed against the drafter will not be applied in interpreting this Agreement.

20.23 Statement of Policy on Franchisee Acknowledgements. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ARTICLE XXI
DEFINITIONS

The terms “including,” “include,” and “includes” as used throughout this Agreement are not intended to be limiting or exhaustive and mean "including, but not limited to." In addition, the following terms are defined as follows:

“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, soda, or bakery dessert business, including any business whose gross sales total more than 10% in any of the following products: cookies, donuts, sodas, or other bakery desserts, or other business offering products or services competitive to those of a Crumbl® Business.

“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, Recipes, 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 the 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) the Intellectual Property that is generally deemed confidential. Confidential Information further includes all Improvements whether developed or discovered by Us or You.

"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.

"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 Our affiliate, or by licensees or franchisees of Us at a Crumbl® business.

"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" means the total amount of all revenue generated from the sale of goods, merchandise, products, or services, whether for cash, credit, trade, or barter, less only bona fide discounts, returns, allowances, and rebates. Gross Sales excludes sales and use taxes imposed by governmental authorities on the sale of products or services and collected from customers. Gross Sales includes income of every kind and nature arising from the sale of goods and services and the value of any trade or barter transactions.

"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.

"Intellectual Property" means all parts of the System particular to Us or Our affiliate(s), as the case may be, and collectively includes all Marks, trade dress, names, copyrights, systems, patents, patent applications, trade secrets, software, Recipes, operations, Manuals, Confidential Information, 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 for 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.

"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 the largest percentage of the ownership and voting interests, which must be at least 25%, 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.

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

[INTENTIONALLY LEFT BLANK]

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 Effective Date.

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 owners of the company (including all of their owners (if applicable) down to the individual ownership level) and each of their states of residency : names of the owners (down to of the company:

Name	**State of Residency**

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. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

FRANCHISOR:	**FRANCHISEE:**
Crumbl Franchising, LLC Attn: Legal Department 1712 South East Bay Boulevard, Suite 200 Provo, Utah 84060 (or Our then-current headquarters) Email: legal@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*	$50,000	See Section 5.1
Initial Equipment Packages	Tech Package – currently, $12,000 to $15,000 as determined by Us. Box and Ingredient Package – currently, $11,000 to $16,000	See Section 7.1.2
Royalty*	8% of gross sales	See Section 5.2
Marketing Fund Fee*	2% of gross sales	See Paragraph 5.3.1
Advertising Cooperative*	1%-2% of gross sales payable to the co-op, if established by Us	See Paragraph 5.3.3
Initial Training Fee*	$8,000 per training session at Your location	See Section 6.1.4
New Primary Owner or Management Training*	$4,000 per training session	See Section 6.1.4(ii)
Annual Training Fee	Currently, $500 per person per training session	See Section 7.3.4
Additional In-Person Training or Assistance	$500 per day, per person	See Section 7.3.1
Franchise Agreement Transfer Fee*	$10,000	See Section 14.5
Minority Transfer Fee*	$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	$25 per day per late fee or report	See Paragraph 5.4.3
Interest*	18% interest on any late payment, 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 2.2.6
Conference Fee*	Our then-current fee for conferences or seminars, not to exceed $5,000 per attendee. Currently the fee is $0 per day	See Paragraph 6.1.13

	as noted in Item 11 in FDD.	
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
Gift Card Program Fee	5% to 15% of the redemption value of the gift card.	See Paragraph 6.2.2(ii)
System Non-compliance	Currently $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	See Section 5.9

	($250) - Miscellaneous noncompliance as further described in our Manuals ($250)	
Indemnification*	Varies	See Section 15.2
Technology Fee	Currently $650 per month	See Section 5.10
Centralized Billing Fee	Currently, the cost of the services, plus a 5% to 15% administrative fee	See Section 8.1.2
Store Inspection Fee	Currently, the cost of the services, plus a 5% to 15% administrative fee	See Section 6.2.2(iv)
Transaction Processing Fee	Currently 2.4% to 4% of each transaction	See Section 5.12
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, whichever is less.	See Section 12.6
De-identification Fee	$10,000 to cover costs of enforcement, $500 per day for default, and all costs of third-party assistance with de-identification of your franchised business.	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

* Each fee, except those identified with an *, is a current fee and may be changed in the Manuals in Our discretion, except that such fee may not increase by more than 100% during the Term.

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," "We," "Our(s)," and Us") and the undersigned principals (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, or has acquired to right to, Confidential Information for the operation of a Crumbl® Franchise Business and may continue to develop new Confidential Information and revise current Confidential Information for use in association with the Crumbl® System. "Confidential Information" means any information relating to a Crumbl® 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, proprietary mixes, recipes, flavors, ingredients, sauces, syrups, spices, processes, methods, formulas, temperatures, and measurements and other information relating to the preparation of food items, hardware, software, systems, proprietary technology, procedures, equipment, sales and Marketing programs, training programs and materials, 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 the 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 a Principal; and (viii) the Intellectual Property that is not known by persons outside of the Crumbl® system or that is generally deemed confidential. Confidential Information further includes all Improvements whether developed or discovered by Us, a Franchisee, or a Principal; and

WHEREAS, Principals may have access to the Confidential Information; and

WHEREAS, each Principal recognizes the value of the Confidential Information and the intangible property rights licensed under the Franchise Agreement, and the importance of maintaining secret the Confidential Information, and recognizes that 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 Principal(s) 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 the Confidential Information, which is 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. During the Term, any Successor Franchise Terms, and at any time thereafter, each Principal shall not (a) make any unauthorized disclosure, use, copy, transmittal, recreation, reproduction, or other use of any part of the Confidential Information, other than as authorized by this Agreement; or (b) engage in, be involved with, be employed by, or contract with any other person, firm, corporation, limited liability company, or entity in any capacity where such engagement, (i) would reasonably require, entail, or result in the disclosure, use, or access to any Confidential Information; and/or (ii) could reasonably be expected to result in a conflict of interest or pose an actual risk of disclosure of any Confidential Information. Each Principal shall 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 Franchisor. Without limiting the foregoing, each Principal shall not forward any communication (email, paper, etc.) from Franchisor to Principal to another email account Principal controls or shares, or forward to anyone, Including employees, without first receiving Franchisor's express written consent. Each Principal acknowledges and agrees 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 directly or indirectly use, replicate, adapt, or create any product or output that is identical or substantially similar to any product or output derived from the Confidential Information, including any processes, procedures, recipes, or ingredients, whether or not such product or output is created through reverse engineering, modification, or independent development.

2.3 Limited Use. Each Principal shall limit his/her use of the Confidential Information, to the performance of their duties as described in the Franchise Agreement, the Manuals, and any policies and procedures implemented by Franchisor.

3. Non-Competition. Principal(s) 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.

3.1 In-Term Covenant. During the Term and for any extensions or Successor Franchises hereof, except as permitted under the Franchise Agreement, each Principal shall not 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, soda, or bakery dessert business, including any business whose gross sales total more than 10% in any of the following products: cookies, donuts, sodas, or other bakery 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. Each Principal understands and acknowledges 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 Principal's franchise entity, and for a continuous, uninterrupted period of 3 years thereafter, each Principal shall not 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, soda, or bakery dessert business, including any business whose gross sales total more than 10% in any of the following products: cookies, donuts, sodas, or other bakery 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. Each Principal agrees that the Franchise Business attracts customers from up to 25 miles, and that such geographical restraint is not unreasonable.

3.3 In the event a Principal competes during the term of non-competition, or is otherwise in default of the obligation herein, this non-compete time period will be tolled and extended for the period of such default.

4. Non-Solicitation of Customers. Subject to applicable state law, during the Term and any extensions or Successor Franchise and for three years thereafter, each Principal shall not directly or indirectly, contact, communicate with, or approach any former or current customer of the Franchise Business or Franchisor for the purpose of soliciting, proposing, or accepting any business engagement or transaction that competes with the business operations of a Crumbl® business or any business conducted by Franchisor or its affiliates. This restriction does not prohibit any activities expressly permitted under the Franchise Agreement. Each Principal acknowledges and agrees that all customer data generated from or related to the Franchise Business are the exclusive property of Franchisor, to the maximum extent permitted by applicable law. Each Principal is prohibited from using such data for any purpose outside the scope of the Franchise Agreement without explicit written consent from Franchisor.

[Sections 3.2, 3.3, and 4 above are omitted in their entirety only in respect to a Principal that is a resident of the State of California as of the Effective Date]

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. Each Principal hereby acknowledges and agrees that any default 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 default or threatened default 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 default. Additionally, each Principal agrees 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. Each Principal agrees 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 Principal and/or his or her or their company has 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. Each Principal understands 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, each Principal individually consents 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 Principal(s) 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. Obligation to Bind Related Parties. Each Principal shall ensure that those over whom Principal has control, Including Principal's Immediate Family, comply with all obligations and acknowledgments of Principal as set forth herein.

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.

EACH PRINCIPAL INDIVIDUALLY ACKNOWLEDGES 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 (referred to herein as "Franchisor," "We," "Us," and "Our(s)");

B. Franchisor has developed, or has acquired the right to, Confidential Information for the operation of a Crumbl® Franchise Business and may continue to develop new Confidential Information and revise current Confidential Information for use in association with the Crumbl® System. "Confidential Information" means any information relating to a Crumbl® business, Our products or services, or the development or operation of a Crumbl® business or relating to Our Crumbl® system as a whole, Including: (i) methods for the preparation of Crumbl® products; (ii) Our methods, techniques, formats, layout, specifications, proprietary mixes, recipes, flavors, ingredients, sauces, syrups, spices, processes, methods, formulas, temperatures, and measurements and other information relating to the preparation of food items, 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 the operations and other manuals or any other information obtained from Us in confidence at any time regarding business operations; (vii) all Customer Data related to the Crumbl® business; and (viii) other information and intellectual property that is generally deemed confidential. Confidential Information further includes all improvements whether developed or discovered by Us or Employee;

C. Employee may in the course of his or her employment by Franchisee have access to such Confidential Information.

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 Confidential 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 Confidential Information, as to whether such Confidential 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 Confidential 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, (a) make any unauthorized disclosure, use, copy, transmittal, recreation, reproduction, or other use of any part of the Confidential Information; or (b) engage in, be involved with, be employed by, or contract with any other person, firm, corporation, limited liability company, or entity in any capacity where such engagement, (i) would reasonably require, entail, or result in the disclosure, use, or access to any Confidential Information; and/or (ii) could reasonably be expected to result in a conflict of interest or pose an actual risk of disclosure of any Confidential Information. Employee shall 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 Franchisor or Franchisee.

2.1 No Reverse Engineering. Employee shall not directly or indirectly use, replicate, adapt, or create any product or output that is identical or substantially similar to any product or output derived from the Confidential Information, including any processes, procedures, recipes, or ingredients, whether or not such product or output is created through reverse engineering, modification, or independent development.

3. Limited Use. Employee shall not use the Confidential Information at any time, place, or circumstance, except as directed by Franchisee or its authorized representatives. In no event shall Employee use the Confidential 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 Confidential 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 Confidential 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 Confidential 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 Confidential Information.

6. Irreparable Harm. Employee hereby acknowledges and agrees that any default by him or her of any portion of Sections 1 through 5 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 default or threatened default by Employee 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 Franchisee or Franchisor by such default, and without the requirement of posting bond.

7. Modification. Employee hereby agrees that, without limitation, any modifications, alterations, changes, inventions, 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 a Crumbl® business or business similar and/or competitive to a Crumbl® business, or the Crumbl® system, or to any similar area of research and development, must be promptly disclosed to the Franchisor or Franchisee and will become the property of Franchisor, and Employee hereby irrevocably assigns, transfers, and conveys any such to Franchisor.

8. 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.

9. 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.

10. Modification of Agreement. This Agreement may be amended in whole or in part only by an agreement in writing signed by both parties.

11. 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.

12. 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.

13. 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)

Crumbl Franchising, LLC

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)

Crumbl Foods, LLC

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 MUST 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 CALIFORNIA

The following sections of the Franchise Agreement are amended, applicable solely to You and/or Your owner(s) who are residents of the State of California as of the Effective Date, as follows:

1. Section 12.3 of the Franchise Agreement is replaced in its entirety as follows:

   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, Including nondisclosure and non-use of all Confidential Information, brand-protection, indemnification, and other restrictions and obligations of this Agreement and the provisions with respect to arbitration and dispute avoidance.

2. Section 14.8.10 of the Franchise Agreement is replaced in its entirety as follows:

   14.8.10 Survival of Covenants. Your confidentiality, Including nondisclosure and non-use of all Confidential Information, brand-protection, indemnification, and other restrictions and obligations of this Agreement and the provisions relating to dispute resolution, will survive any Transfer.

3. Sections 16.3 and 16.4 of the Franchise Agreement are omitted in their entirety.

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF HAWAII

The following section(s) of the Franchise Agreement are amended, applicable solely to You and/or Your owner(s) who are residents of the State of Hawaii as of the Effective Date, as follows:

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.

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 REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES 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 OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS OFFERING CIRCULAR 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.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

Item 5 of the FDD and Section 4.2 of the Franchise Agreement are amended as follows:

Based on our financial condition, the Hawaii Department of Commerce and Consumer Affairs, Business Registration Division, has required a financial assurance. Therefore, we will not require or accept the payment of any initial franchise fee until we have satisfied all of our pre-opening obligations to you under the Franchise Agreement with respect to the applicable

Franchised Business and such Franchised Business is open for business. In addition, with respect to each franchised business Franchisee opens under the Area Development Agreement, payment of the franchise fee will be deferred proportionally with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location.

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.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

In fiscal year 2023, the Franchisor's affiliate derived more than $31M in revenue from purchases required to be made by franchisees.

You are required to contribute to an Advertising Fund. The Franchisor may use up to 50% of those fund contributions to advertise and solicit new franchisees.

There are issues with the Franchisor's trademark and name. Read Item 13 in the disclosure document carefully to make certain that you understand the potential repercussions of trademark interference, oppositions, and cancellations.

Franchisor will defer payment of the initial franchise fee and other initial payments owed by franchisees to the Franchisor until the Franchisor has completed its pre-opening obligations under the franchise agreement and the franchisee has commenced business operations. The Illinois Attorney General's Office imposed this deferral requirement due to Franchisor's financial condition.

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.

5. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. 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.

IN WITNESS WHEREOF, and by their signatures below, the Parties hereto agree to all of the terms and provisions of this Agreement and have caused this Agreement to be effective as of _____.

FRANCHISOR:	FRANCHISEE:
CRUMBL FRANCHISING, LLC	_____
By: _____	By: _____
Its, _____	Name & Title: _____

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).

8. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including, fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed with the franchise.

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.
- No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

By: _____

Title: _____

Franchisee: _____

By: _____

Title: _____

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF SOUTH DAKOTA

The following shall apply to Franchise Agreements in the State of South Dakota:

- Payment of all initial franchise fees owed to the franchisor, or its affiliate, by the franchisee shall be deferred until the franchise is operational.

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE COMMONWEALTH OF VIRGINIA

The Virginia State Corporation Commission's Divisions of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

ADDENDUM TO THE FRANCHISE AGREEMENT
FOR THE STATE OF WASHINGTON

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights**. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation**. 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.

4. **General Release**. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial**. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. **Termination by Franchisee**. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions**. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing**. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages**. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement**. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification**. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees**. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants**. 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements**. 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.

16. **Questionnaires and Acknowledgments**. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. **Prohibitions on Communicating with Regulators**. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers**. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. **Fee Deferral**. In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. Because franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Area Development Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____, 20___.

FRANCHISOR:	FRANCHISEE:
CRUMBL FRANCHISING, LLC	_____
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____

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").

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 default of, any provision in the Franchise Agreement, Including confidentiality, indemnification, 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)

If more than one person is a part of the franchisee, <u>all</u> must initial and sign.

Prospective Franchisee(s) ("I" or "Prospective Franchisee" in this document), represent the following to be accurate and complete:

A.	**<u>The following information is accurate and complete:</u>**	**<u>Initials</u>**
	1. I negotiated the following terms with the Franchisor: _____ _____ _____ _____	_____
	2. I am also a franchisee in the following system(s): _____ (write "NONE" if not a franchisee for another franchise system)	_____

I 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

Financial Statements for the Year Ended December 31, 2025, and Independent Auditor's Report.

Financial Statements as of December 31, 2024 and 2023 and for the Years Ended December 31, 2024, 2023, and 2022 (Together with Independent Auditors' Report)

Crumbl Franchising, LLC

Financial Statements as of and
for the Year Ended December 31, 2025, and
Independent Auditor's Report

Deloitte.

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INDEPENDENT AUDITORS' REPORT

To the Member of Crumbl Franchising, LLC

Opinion

We have audited the financial statements of Crumbl Franchising, LLC (the "Company"), which comprise the balance sheet as of December 31, 2025, and the related statements of income, comprehensive income, and member's equity (deficit) and cash flows for the year then ended, and the related notes to financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025, and the results of its operations and its cash flows for the year then ended, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit 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 the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Management's Responsibility 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 error or fraud.

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 the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditors' 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 US 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 the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Deloitte + Touche LLP

March 16, 2026

CRUMBL FRANCHISING, LLC

BALANCE SHEET
AS OF DECEMBER 31, 2025

	2025
ASSETS	
CURRENT ASSETS:	
Cash and cash equivalents	$ 6,392,131
Accounts receivable	6,379,370
Related-party receivables	2,196,767
Prepaid expenses and other current assets	1,942,045
Current portion of contract acquisition costs—net	305,610
Total current assets	17,215,923
PROPERTY AND EQUIPMENT—Net	904,301
CAPITALIZED SOFTWARE COSTS—Net	3,872,358
OPERATING LEASE RIGHT-OF-USE ASSETS—Net	3,071,967
PREPAID EXPENSES AND OTHER ASSETS—Net of current portion	517,068
CONTRACT ACQUISITION COSTS—Net of current portion	197,570
TOTAL ASSETS	$ 25,779,187
LIABILITIES AND MEMBER'S DEFICIT	
CURRENT LIABILITIES:	
Accounts payable	$ 4,435,295
Related-party payables	2,712,966
Accrued expenses	216,449
Litigation accrual	6,067,500
Gift card liability	14,956,420
Current portion of deferred franchise fees	4,045,426
Total current liabilities	32,434,056
DEFERRED FRANCHISE FEE—Net of current portion	6,007,314
OPERATING LEASE LIABILITY—Net of current portion	4,239,456
Total liabilities	42,680,826
COMMITMENTS AND CONTINGENCIES (Note 5)	-
MEMBER'S DEFICIT	(16,901,639)
TOTAL LIABILITIES AND MEMBER'S DEFICIT	$ 25,779,187

See accompanying notes to financial statements.

CRUMBL FRANCHISING, LLC

STATEMENT OF INCOME, COMPREHENSIVE INCOME, AND MEMBER'S EQUITY (DEFICIT)
FOR THE YEAR ENDED DECEMBER 31, 2025

	2025
REVENUES	$ 155,690,730
COSTS AND OPERATING EXPENSES:	
General and administrative	86,160,951
Advertising and marketing	34,056,710
Depreciation and amortization	1,764,095
Total operating expenses	121,981,756
OPERATING INCOME	33,708,974
OTHER INCOME (EXPENSES):	
Other expense—net	(310,652)
Interest income—net	532,695
Total other income (expense)—net	222,043
NET INCOME AND COMPREHENSIVE INCOME	$ 33,931,017
MEMBER'S EQUITY (DEFICIT)—Beginning of year (as previously reported—unaudited)	$ (23,447,363)
Prior period adjustment—unaudited (see Note 1)	14,184,760
MEMBER'S EQUITY (DEFICIT)—Beginning of year (restated)	(9,262,603)
Net income	33,931,017
Distributions	(41,570,053)
MEMBER'S EQUITY (DEFICIT)—End of year	$ (16,901,639)

See accompanying notes to financial statements.

CRUMBL FRANCHISING, LLC

STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2025

	2025
CASH FLOWS FROM OPERATING ACTIVITIES:	
Net income	$ 33,931,017
Adjustments to reconcile net income to net cash provided by operating activities:	
Depreciation and amortization	1,764,095
Noncash lease expense	1,220,417
Loss on disposal of property and equipment	142,284
Changes in operating assets and liabilities:	
Accounts receivable	1,872,956
Related-party receivables	(1,803,061)
Prepaid expenses and other assets	1,211,153
Contract acquisition costs	362,645
Accounts payable	(3,131,486)
Related-party payables	2,144,621
Accrued expenses	242,932
Gift card liability	(512,879)
Deferred advertising and marketing fees	(5,178,116)
Deferred franchise fees	(2,736,676)
Operating lease liability	(1,372,524)
Net cash provided by operating activities	28,157,378
CASH FLOWS FROM INVESTING ACTIVITIES:	
Purchases of property and equipment	(82,885)
Capitalized software costs	(5,052,049)
Proceeds from sales of property and equipment	140,598
Net cash used in investing activities	(4,994,336)
CASH FLOWS FROM FINANCING ACTIVITIES:	
Distributions	(41,570,053)
Net cash used in financing activities	(41,570,053)
NET DECREASE IN CASH AND CASH EQUIVALENTS	(18,407,011)
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	24,799,142
CASH AND CASH EQUIVALENTS AT END OF YEAR	$ 6,392,131
SUPPLEMENTAL SCHEDULES OF NON-CASH INVESTING AND FINANCING ACTIVITIES:	
Acquisition of right-of-use asset in exchange for operating lease liability	$ 4,335,604
Receivable for tenant lease improvement allowance	$ 1,147,700

See accompanying notes to financial statements.

CRUMBL FRANCHISING, LLC

NOTES TO FINANCIAL STATEMENTS
AS OF AND FOR THE YEAR ENDED DECEMBER 31, 2025

1. DESCRIPTION OF ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization—Crumbl Franchising, LLC (the "Company") is a Utah limited liability company that facilitates franchising of Crumbl restaurants. The Company was organized on February 9, 2018. The Company is a wholly owned subsidiary of Crumbl Enterprises, LLC (Crumbl Enterprises). Crumbl Enterprises is a wholly owned subsidiary of Crumbl Holdings Parent LLC.

Basis of Presentation—The financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America (US GAAP).

Restatement of Prior Period—Subsequent to the issuance of the Company's 2024 financial statements, the Company determined that there were misstatements in the recognition and measurement of litigation accruals resulting in misstatement to member's equity. As a result, the Company restated the beginning member's equity (deficit) balance in the accompanying financial statements to correct these errors. The impact of these adjustments on the Company's net income for the year ended December 31, 2024 was a reduction in the amount of $14,184,760 (unaudited), and similar impact to beginning member's equity (deficit).

Use of Estimates in Preparing the Financial Statements—The preparation of financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of income and expenses during the reporting period. The most significant estimates relate to the selection of useful lives of property and equipment, capitalization of internally developed software and associated useful lives, gift card breakage revenue, and litigation. These estimates are based on information available as of the date of the financial statements; therefore, actual results could differ from those estimates.

Risks and Concentrations—The Company maintains its cash in bank deposit accounts which, at times, exceed federally insured limits. To date, the Company has not experienced a loss or lack of access to its invested cash.

Major vendors are defined as those vendors having expenditures made by the Company which exceed 10% of the Company's total expenditures. The Company had one related-party vendor that constituted 49% of total expenditures during the year ended December 31, 2025.

Comprehensive Income—US GAAP requires that recognized revenue, expenses, gains, and losses be included in net income. Certain changes in assets and liabilities are recorded as a separate component of equity and such items, along with net income, are components of comprehensive income. The only component of comprehensive income for the Company is net income.

Cash and Cash Equivalents—Cash and cash equivalents include all short-term highly liquid investments with original maturities of three months or less at the time of purchase, as well as customer payments made with a credit or debit card that generally settle in two to three business days.

Accounts Receivable and Allowance for Credit Losses—Accounts receivable includes billed and contract asset amounts. Billed receivables are recorded in accordance with agreed-upon billing schedules in the individual contracts.

The Company records unbilled accounts receivable when the franchisee signs the franchise agreement but cannot be billed the franchise fees until the store opens, due to state and local laws. The Company has legal recourse on the franchise fees after the franchise agreement has been signed, at which point collectability is deemed probable.

The Company records its accounts receivable at sales value net of an allowance for expected credit loss based on historical experience, current conditions, and reasonable and supportable forecasts. Customers typically are provided with payment terms of 30 days. The Company has tracked historical loss information for its trade receivables and compiled historical credit loss percentages for different aging categories (current, 1–30 days past due, 31–60 days past due, 61–90 days past due, and more than 90 days past due).

Management believes that the historical loss information it has compiled is a reasonable base on which to determine expected credit losses for trade receivables held as of December 31, 2025 because the composition of the receivables as of that date is consistent with that used in developing the historical credit-loss percentages (i.e., the similar risk characteristics of its customers and its credit practices have not changed significantly over time). As of December 31, 2025, the Company did not have an allowance for expected credit losses.

Contract Acquisition Costs—The Company capitalizes commission expenses as costs of obtaining a contract, when they are incremental and expected to be recovered, and amortizes them over the expected period of benefit to which the asset relates. If the expected amortization period is one year or less, the commission cost is expensed when incurred. As of December 31, 2025, the expected period of benefit for the contract acquisition costs was determined to be 5 years. Capitalized contract acquisition costs were $503,180 as of December 31, 2025. Amortization of the contract acquisition costs for the year ended December 31, 2025 was $455,945, which is included in general and administrative expenses in the statement of income, comprehensive income, and member's equity (deficit).

Property and Equipment—Property and equipment are stated at cost less accumulated depreciation and amortization. Depreciation and amortization are calculated using the straight-line method over the estimated useful lives of the assets or over the related lease terms (if shorter) as follows:

Vehicles	5 years
Machinery and equipment	7 years
Leasehold improvements	Lesser of the lease term or 2 to 4 years
Computers and office equipment	5 to 7 years

Expenditures that materially increase values or capacities or extend useful lives of property and equipment are capitalized. Routine maintenance, repairs, and renewal costs are expensed as incurred. Upon sale or other retirement of depreciable property, the cost and accumulated depreciation and amortization are removed from the related accounts and any gain or loss is reflected in the statements of income and member's equity (deficit).

Capitalized Software Costs—Software development costs for internal-use software are capitalized when management commits to funding and it is probable the project will be completed and perform the intended function. Capitalized software costs are stated at cost less accumulated amortization. Amortization is calculated using the straight-line method over the estimated useful life of three years.

Impairment of Long-Lived Assets—The Company reviews its long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may be impaired. If it is determined that the estimated undiscounted future cash flows are not sufficient to recover the carrying value of the asset or asset group, an impairment loss is recognized in the statements of income and member's equity (deficit) for the difference between the carrying value and the fair value of the asset or asset group. Management does not consider any of the Company's long-lived assets to be impaired as of December 31, 2025.

Lease Commitments—The Company leases certain office space. The Company assesses whether an arrangement qualifies as a lease (i.e., conveys the right to control the use of an identified asset for a period of time in exchange for consideration) at inception and only reassesses its determination if the terms and conditions of the arrangement are changed. For all arrangements where it is determined that a lease exists, the related right-of-use assets and lease liabilities are recorded within the balance sheet as either operating or finance leases. At inception or modification, the Company calculates the present value of lease payments using the implicit rate determined from the contract or the risk-free discount rate, which is determined by using a period comparable with that of the lease term. The present value is adjusted for prepaid lease payments, lease incentives, and initial direct costs (e.g. commissions). The Company's leases may require fixed rental payments, variable lease payments based on usage or sales and fixed non-lease costs relating to the leased asset. Variable lease payments are generally not included in the measurement of the right-of-use assets and lease liabilities. Leases with an initial term of 12 months or less are not recorded on the balance sheet. Lease expense is recognized for these leases on a straight-line basis over the lease term. Fixed non-lease costs, for example common-area maintenance costs, taxes, insurance, and maintenance, are included in the measurement of the right-of-use asset and lease liability as the Company does not separate lease and non-lease components.

Gift Card Liability—Gift cards sold by the Company are recorded as a liability. Upon redemption of the gift card at a franchisee location, the franchisee receives a credit for amounts owed the Company for the gift card usage, and the gift card liability is reduced. Gift card breakage is recognized based on historical gift card redemption rates. The Company evaluates the redemption rates of gift cards monthly and recognizes a portion of unredeemed digital gift cards as breakage revenue.

Revenue Recognition—The Company recognizes revenue from royalties, advertising and marketing fees, franchise fees, technology fees, and other revenues. Revenue is recognized in accordance with ASC 606, *Revenue from Contracts with Customers,* by recognizing revenue when it satisfies a performance obligation in an amount reflecting the consideration to which it expects to be entitled. The Company applies a five-step approach in determining the amount and timing of revenue to be recognized: (1) identifying the contract with a customer, (2) identifying the performance obligations in the contract, (3) determining the transaction price, (4) allocating the transaction price to the performance obligations in the contract, and (5) recognizing revenue when the performance obligation is satisfied. The Company has elected the practical expedient to account for certain pre-opening services as distinct from the franchise license.

Royalties—Franchisees are required to pay a percentage of sales as royalties. Royalties are recognized as revenue when earned based on franchisee sales activity.

Advertising and Marking Fees—Advertising and marketing fees are considered distinct from royalties, as a significant portion of marketing costs are directed to specific segments and stores. Franchisees are required to pay a percentage of sales for advertising and marketing. Advertising and marketing fees received from franchisees are recorded as a deferred advertising and marketing fee revenue until the advertising and marketing activities have been performed, at which time the associated revenue and expenses are recorded in the accompanying statement of income, comprehensive income, and member's equity (deficit).

Technology Fees—The Company charges a monthly fee for the use of its software. Technology fees are recognized as revenue as software access is made available to franchisee locations.

Franchise Fees—The Company sells individual franchises as well as territory agreements in the form of area development agreements (ADA) that grant the right to develop stores in designated areas. The franchise and ADA agreements typically require the franchisee to pay an initial nonrefundable fee that is recognized over the life of the contract as the services are satisfied over time. Fees collected in advance are deferred until earned.

Other Revenues—Other revenues consist of primarily of merchant fees, initial training fees, gift card revenue breakage, and additional service fees. Revenue on other revenues is recognized when the performance obligation is satisfied.

Contract Balances—The timing of revenue recognition, billings, and cash collections results in billed accounts receivable and unbilled receivables (contract assets), and gift card liability, deferred advertising and market fees, and deferred franchise fees (contract liabilities) on the balance sheets.

The following table summarizes revenue during the year ended December 31:

	2025
Royalty fees	$ 99,087,273
Advertising and marketing fees	30,520,723
Technology fees	6,502,500
Franchise fees	6,012,776
Other revenue—net	13,567,458
	$ 155,690,730

Loyalty Rewards Program—The Company offers a loyalty rewards program. During 2024, the loyalty rewards program was changed from Crumbl Cash to Crumbl Rewards. Under Crumbl Rewards, customers primarily earn Crumbs on purchases of desserts, catering, or gift cards. Crumbs can be redeemed for cookies and desserts and expire after a year. Under the Crumbl Cash program, customers earned points for each dollar spent with 100 points being redeemable for $10 to be used for a future purchase. The Crumbl Cash points do not expire. The structure of the Crumbl Rewards and Crumbl Cash loyalty programs are that the franchisee bears the cost of providing the rewards at the point-of-sale and therefore the Company has not recorded deferred revenue or other liability for rewards earned due to customers.

Advertising and Marketing—Advertising and marketing costs are expensed as incurred. As of December 31, 2025, the Company deferred a total of $0 representing advertising and marketing fees billed to franchisees in excess of advertising and marketing expenses paid.

Income Taxes—The Company is treated as a partnership for federal income tax purposes and, accordingly, no provision for federal or state income taxes has been made in the accompanying financial statements, with the exception of minimum state franchise taxes, which are included in general and administrative in the statement of income, comprehensive income, and member's equity (deficit).

As a limited liability company, member liability is limited to the capital invested. Allocation of profits, losses, and distributions is in accordance with the terms as defined in the operating agreement. Income and losses for tax purposes may differ from the financial statement amounts and may be allocated to the members on a different basis for tax purposes than for financial statement purposes. Member's equity reflected in the accompanying financial statements does not necessarily represent member's tax basis of their respective interest.

As of December 31, 2025, the Company had no uncertain tax positions that qualify for either recognition or disclosure in the financial statements. The Company is subject to routine audits by tax jurisdictions; however, there are currently no audits in progress.

Subsequent Events—Management has evaluated events and transactions for potential recognition or disclosure through March 16, 2026, which is the date the financial statements were available to be issued.

Recent Accounting Pronouncements—In September 2025, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2025-06, *Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software*. ASU 2025-

06 eliminates the consideration of project development stages and clarifies the criteria for capitalization which begins when both of the following occur: (1) management has authorized and committed to funding the software project and (2) it is probable that the project will be completed and the software will be used to perform the intended function. ASU 2025-06 is effective for annual reporting periods beginning after December 15, 2027, with early adoption permitted. The amendments in this ASU permit an entity to apply the new guidance using a prospective, modified, or retrospective transition approach. The Company adopted this ASU during the year ended December 31, 2025 under a prospective transition approach, applying the amendments in this ASU to new software costs incurred as of the beginning of 2025 for all projects, including in-process projects.

In July 2025, the FASB issued ASU 2025-05, *Financial Instruments—Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets*. ASU 2025-05 provides a practical expedient that assumes that current conditions as of the balance sheet date do not change for the remaining life of the asset, and nonpublic entities are permitted to make an accounting policy election to consider collection activity after the balance sheet date when estimating expected credit losses. ASU 2025-05 is effective for annual reporting period beginning after December 15, 2025, with early adoption permitted. The Company adopted this ASU during the year ended December 31, 2025. The adoption of this ASU did not have a material impact to the financial statements.

2. CONTRACT BALANCES

The beginning and ending balances of receivables, contract assets, and contract liabilities consisted of the following as of:

	December 31, 2025	December 31, 2024
Billed accounts receivable	$ 1,770,153	$ 6,649,893
Related party receivables	2,196,767	393,706
Contract assets:		
Unbilled receivables	4,609,217	454,734
Total accounts receivable	$ 8,576,137	$ 7,498,333
Contract liabilities:		
Gift card liability	$ 14,956,420	$ 15,469,298
Deferred advertising and marketing fees	-	5,181,815
Deferred franchise fees	10,052,740	12,789,416
Total contract liabilities	$ 25,009,160	$ 33,440,529

3. PROPERTY AND EQUIPMENT

Property and equipment consisted of the following as of December 31, 2025:

	2025
Computers and office equipment	$ 2,223,903
Machinery and equipment	423,381
Leasehold improvements	14,535
Vehicles	60,602
	2,722,421
Accumulated depreciation and amortization	(1,818,120)
	$ 904,301

Depreciation and amortization expense on property and equipment for the year ended December 31, 2025 was $584,403.

4. CAPITALIZED SOFTWARE COSTS

Capitalized software costs consisted of the following as of December 31, 2025:

	2025
Capitalized software	$ 4,524,493
Accumulated amortization	(1,179,692)
Capitalized software in-process	527,557
	$ 3,872,358

Total amortization expense for capitalized software costs was $1,179,692 for the year ended December 31, 2025. As of December 31, 2025, expected amortization expense over the remaining estimated useful lives is as follows:

2026	$ 1,641,279
2027	1,241,935
2028	461,587
	$ 3,344,801

5. COMMITMENTS AND CONTINGENCIES

Litigation—The Company is involved in several legal proceedings arising in the normal course of business. These legal proceedings arise from matters including alleged copyright infringement, alleged sales and product matters, and other disputes. It is at least reasonably possible that the estimate could change in the near term and the effect of the change could be material. Management, after consultation with legal counsel, determined that the outcome of these proceedings could have a material impact on the Company's financial position of between $6,067,500 and $17,605,020 as of December 31, 2025. The Company has recorded a liability for legal proceedings of $6,067,500 in litigation accrual in the accompanying balance sheet as of December 31, 2025.

Operating Lease—The Company leases office space under an operating lease arrangement. The Company subleases a portion of its lease to Crumbl Enterprises and other entities owned by Crumbl Enterprises

based on the number of employees working for each entity using the space on a month-to-month basis. Total rent income from these related party subleases totaled approximately $1,027,905 for the year ended December 31, 2025, and was recorded as a reduction of rent expense. Rent expense for the year ended December 31, 2025 was approximately $470,425, net of sublease income, and was included in general and administrative expenses in the accompanying statement of income, comprehensive income, and member's equity (deficit). The weighted average discount rate was 3.685% with a weighted average term remaining of 6 years as of December 31, 2025.

Future undiscounted cash flows of the operating lease are as follows:

Years Ending December 31	
2026	$ -
2027	933,883
2028	961,900
2029	990,757
2030	1,020,480
Thereafter	1,051,094
Total undiscounted future minimum lease payments	4,958,114
Less imputed interest	(718,658)
Present value of future operating lease liability	$ 4,239,456

6. MEMBER'S EQUITY

The Company has authorized and issued 1,000,000 Class A units as of December 31, 2025. Distributions are made based on the member's respective percentage interests and are made on a discretionary basis. As of December 31, 2025, there were no declared and unpaid distributions.

7. RETIREMENT PLAN

The Company sponsors a defined contribution 401(k) retirement plan (the Retirement Plan). Full time employees who have completed 90 days of service and are 21 years of age or over are eligible to participate in the Retirement Plan. Employees may elect to contribute to the Retirement Plan up to 5% of their annual compensation to a maximum of the IRS limits. As set forth in the Retirement Plan document, a discretionary contribution may be made by the Company that matches a percentage of annual compensation contributed by the participants in the Retirement Plan. The Company contributed approximately $218,653 to the Retirement Plan for the year ended December 31, 2025.

8. RELATED-PARTY TRANSACTIONS

The Company licenses certain intellectual property for use in association with restaurant services and products, trademarks, trade names, service marks, logos, commercial symbols, slogans, and derivatives thereof, along with certain recipes, mixes, formulas, copyrights, methods, systems, trade dress, proprietary know-how, operations, trade secrets, confidential information, relationships and other intellectual property and derivative products from a related entity that is wholly owned by Crumbl Enterprises for a one-time fee of $100.

The Company has several transactions with entities that are wholly owned by Crumbl Enterprises. As of December 31, 2025, the Company owed approximately $2,712,966 to these related entities. As of December 31, 2025, the Company had receivables of approximately $2,196,767 and recognized interest

income of approximately $0 in the accompanying statement of income, comprehensive income, and member's equity (deficit) during the year ended December 31, 2025.

For the year ended December 31, 2025, related parties to the executives of the Company owned and operated 13 franchises. The Company collected franchise fees, royalty fees, and other supporting fees from these related franchises totaling approximately $1,175,583 for the year ended December 31, 2025.

Crumbl Enterprises provides management services to the Company for a management fee. During the year ended December 31, 2025, management fees were approximately $60,320,023 and are recorded in general and administrative expenses in the statement of income, comprehensive income, and member's equity (deficit). The Company did not owe management fees to Crumbl Enterprises as of December 31, 2025.

* * * * * *

Right Answers, Right Here.

TANNER

Accountants & Advisors

crumbl

CRUMBL FRANCHISING, LLC

Financial Statements
As of December 31, 2024 and 2023 and
for the Years Ended December 31, 2024, 2023, and 2022

(Together with Independent Auditors' Report)

TANNER

Independent Auditors' Report

To the Member of Crumbl Franchising, LLC

Opinion

We have audited the financial statements of Crumbl Franchising, LLC (a Utah limited liability company), which comprise the balance sheets as of December 31, 2024 and 2023, and the related statements of income and member's equity (deficit), and cash flows for the years ended December 31, 2024, 2023, and 2022, and the related notes to financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Crumbl Franchising, LLC (the Company) as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years ended December 31, 2024, 2023, and 2022 in accordance with accounting principles generally accepted in the United States of America (US GAAP).

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the Company 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.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with US GAAP; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

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 the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditors' 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 US 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, including omissions, 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 US 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 the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Tanner LLC

February 28, 2025

Balance Sheets

	As of December 31, 2024	As of December 31, 2023
Assets		
Current Assets:		
Cash	$ 24,799,142	$ 22,476,604
Accounts receivable	7,104,627	2,091,039
Related-party receivables	393,706	464,760
Prepaid expenses and other current assets	2,728,147	595,685
Current portion of contract acquisition costs, net	483,655	483,655
Total current assets	35,509,277	26,111,743
Property and equipment, net	1,688,702	1,942,757
Operating lease right-of-use asset	1,104,480	2,620,529
Prepaid expenses and other assets, net of current portion	942,119	692,053
Contract acquisition costs, net of current portion	382,170	865,825
Total assets	$ 39,626,748	$ 32,232,907
Liabilities and Member's Deficit		
Current Liabilities:		
Accounts payable	$ 7,595,262	$ 1,589,748
Related-party payables	568,345	1,860,222
Accrued expenses	932,586	318,987
Litigation accrual	19,261,000	16,150,000
Gift card liability	15,469,298	5,297,789
Deferred advertising and marketing fees	5,181,815	-
Current portion of deferred franchise fees	5,764,958	6,049,689
Current portion of operating lease liability	1,276,376	1,308,698
Total current liabilities	56,049,640	32,575,133
Deferred franchise fee, net of current portion	7,024,458	12,249,042
Operating lease liability, net of current portion	-	1,283,328
Total liabilities	63,074,098	46,107,503
Commitments and contingencies		
Member's deficit	(23,447,350)	(13,874,596)
Total liabilities and member's deficit	$ 39,626,748	$ 32,232,907

See accompanying notes to financial statements.

Statements of Income and Member's Equity (Deficit)

For the Years Ended December 31,

	2024	2023	2022
Revenues, net	$ 158,265,633	$ 122,315,185	$ 109,961,106
Cost of revenues	27,677,635	28,675,882	26,527,610
Gross profit	130,587,998	93,639,303	83,433,496
Operating expenses:			
General and administrative	29,037,265	50,954,048	13,647,606
Salaries and wages	10,498,009	12,040,406	16,622,191
Depreciation and amortization	765,010	771,886	354,107
Total operating expenses	40,300,284	63,766,340	30,623,904
Operating income	90,287,714	29,872,963	52,809,592
Other income (expenses):			
Interest income, net	913,955	828,542	182,579
Loss on disposal of property and equipment	(14,289)	(7,580)	(205,829)
Total other income (expense), net	899,666	820,962	(23,250)
Net income	$ 91,187,380	$ 30,693,925	$ 52,786,342
Member's equity (deficit) - beginning of year	$ (13,874,596)	$ 10,788,190	$ (4,802,334)
Net income	91,187,380	30,693,925	52,786,342
Distributions	(100,760,134)	(55,356,711)	(37,195,818)
Member's equity (deficit) - end of year	$ (23,447,350)	$ (13,874,596)	$ 10,788,190

See accompanying notes to financial statements.

Statements of Cash Flows

For the years ended December 31,

	2024	2023	2022
Cash flows from operating activities:			
Net income	$ 91,187,380	$ 30,693,925	$ 52,786,342
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization	765,010	771,886	354,107
Amortization of operating lease right-of-use asset	1,516,049	1,279,533	614,258
Loss on disposal of property and equipment	14,289	7,580	205,829
Changes in operating assets and liabilities:			
Accounts receivable	(5,013,588)	3,579,294	(4,759,400)
Related-party receivables	71,054	8,999,414	(6,877,806)
Prepaid expenses and other assets	(2,382,528)	(259,131)	(1,000,226)
Contract acquisition costs	483,655	(983,995)	(365,485)
Accounts payable	6,005,514	(904,734)	2,035,561
Related-party payables	(1,291,877)	992,327	417,895
Accrued expenses	613,599	(734,935)	503,813
Litigation accrual	3,111,000	14,150,000	2,000,000
Gift card liability	10,171,509	(1,089,347)	5,525,546
Deferred advertising and marketing fees	5,181,815	(3,360,091)	(901,372)
Deferred franchise fees	(5,509,315)	(3,576,748)	7,433,844
Operating lease liability	(1,315,650)	(1,224,387)	(697,907)
Net cash provided by operating activities	103,607,916	48,340,591	57,274,999
Cash flows from investing activities:			
Purchases of property and equipment	(531,060)	(271,259)	(2,047,464)
Proceeds from sales of property and equipment	5,816	3,158	15,985
Net cash used in investing activities	(525,244)	(268,101)	(2,031,479)
Cash flows from financing activities:			
Payments on note payable	-	-	(18,042)
Distributions	(100,760,134)	(55,356,711)	(37,195,818)
Net cash used in financing activities	(100,760,134)	(55,356,711)	(37,213,860)
Net change in cash	2,322,538	(7,284,221)	18,029,660
Cash at beginning of year	22,476,604	29,760,825	11,731,165
Cash at end of year	$ 24,799,142	$ 22,476,604	$ 29,760,825
Supplemental schedules of non-cash investing and financing activities:			
Acquisition of right-of-use asset in exchange for operating lease liability	$ -	$ -	$ 4,514,320

See accompanying notes to financial statements.

1. Description of Organization and Summary of Significant Accounting Policies

Organization

Crumbl Franchising, LLC (the Company) is a Utah limited liability company that facilitates franchising of the Crumbl Restaurants. The Company was organized on February 9, 2018. The Company is a wholly owned subsidiary of Crumbl Enterprises, LLC (Crumbl Enterprises).

During the years ended December 31, 2024, 2023, and 2022, the Company sold 7, 54, and 357 new franchises, opened 99, 287, and 365 franchises, closed 20, 7, and 0 franchises, and transferred 73, 47, and 11 franchises, respectively. As of December 31, 2024, 2023, and 2022, the Company had 235, 323, and 310 franchises, respectively, that were not open and operating. The number of franchised outlets in operation were 1,059, 970, and 689 as of December 31, 2024, 2023, and 2022, respectively.

Use of Estimates in Preparing the Financial Statements

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (US GAAP) requires management to make estimates and assumptions that affect reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Concentrations of Credit Risk

The Company maintains its cash in bank deposit accounts which, at times, exceed federally insured limits. To date, the Company has not experienced a loss or lack of access to its invested cash; however, no assurance can be provided that access to the Company's invested cash will not be impacted by adverse conditions in the financial markets.

Major vendors are defined as those vendors having expenditures made by the Company which exceed 10% of the Company's total expenditures. The Company had one related party vendor that constituted 29% of total expenditures during the year ended December 31, 2024, one third-party vendor that constituted 33% of total expenditures during the year ended December 31, 2023, and no vendor concentrations for the year ended December 31, 2022.

Credit/Debit Card Funds in Transit

Customer payments made with a credit or debit card generally settle in 2-3 days and are classified as cash in the accompanying balance sheet.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable includes billed and contract asset amounts. Billed receivables are recorded in accordance with agreed upon billing schedules in the individual contracts.

The Company records unbilled accounts receivable when the franchisee signs the franchise agreement but cannot be billed the franchise fees until the store opens, due to state and local laws. The Company has legal recourse on the franchise fees after the franchise agreement has been signed, at which point collectability is deemed probable.

The Company records its accounts receivable at sales value net of an allowance for expected credit loss based on historical experience, current conditions, and reasonable and supportable forecasts. Customers typically are provided with payment terms of 30 days. The Company has tracked historical loss information for its trade receivables and compiled historical credit loss percentages for different aging categories (current, 1–30 days past due, 31–60 days past due, 61–90 days past due, and more than 90 days past due).

Management believes that the historical loss information it has compiled is a reasonable base on which to determine expected credit losses for trade receivables held as of December 31, 2024 and 2023 because the composition of the receivables as of that date is consistent with that used in developing the historical credit-loss percentages (i.e., the similar risk characteristics of its customers and its lending practices have not changed significantly over time). As of December 31, 2024 and 2023, the Company did not have an allowance for expected credit losses.

Contract Acquisition Costs
The Company capitalizes commission expenses as costs of obtaining a contract, when they are incremental and expected to be recovered, and amortizes them over the expected period of benefit to which the asset relates. If the expected amortization period is one year or less, the commission cost is expensed when incurred. As of December 31, 2024 and 2023, the expected period of benefit for the contract acquisition costs was determined to be 5 years, which is the initial franchise license fee period.

Property and Equipment
Property and equipment are stated at cost less accumulated depreciation and amortization. Depreciation and amortization are calculated using the straight-line method over the estimated useful lives of the assets or over the related lease terms (if shorter) as follows:

Vehicles	5 years
Machinery and equipment	7 years
Leasehold improvements	2 to 4 years
Computers and office equipment	5 to 7 years

Expenditures that materially increase values or capacities or extend useful lives of property and equipment are capitalized. Routine maintenance, repairs, and renewal costs are expensed as incurred. Upon sale or other retirement of depreciable property, the cost and accumulated depreciation and amortization are removed from the related accounts and any gain or loss is reflected in the statements of income and member's equity (deficit).

Impairment of Long-Lived Assets
The Company reviews its property and equipment for impairment whenever events or changes in circumstances indicate that the carrying amount of the assets may be impaired. If it is determined that the estimated undiscounted future cash flows are not sufficient to recover the carrying value of the asset, an impairment loss is recognized in the statements of income and member's equity (deficit) for the difference between the carrying value and the fair value of the asset. Management does not consider any of the Company's assets to be impaired as of December 31, 2024.

Lease Commitments
The Company leases certain office space. The Company assesses whether an arrangement qualifies as a lease (i.e., conveys the right to control the use of an identified asset for a period of time in exchange for consideration) at inception and only reassesses its determination if the terms and conditions of the arrangement are changed. For all arrangements where it is determined that a lease exists, the related right-of-use assets and lease liabilities are recorded within the balance sheet as either operating or finance leases. At inception or modification, the Company calculates the present value of lease payments using the implicit rate determined from the contract or the risk-free discount rate, which is determined by using a period comparable with that of the lease term. The present value is adjusted for prepaid lease payments, lease incentives, and initial direct costs (e.g. commissions). The Company's leases may require fixed rental payments, variable lease payments based on usage or sales and fixed non-lease costs relating to the leased asset. Variable lease payments are generally not included in the measurement of the right-of-use assets and lease liabilities. Leases with an initial term of 12 months or less are not recorded on the balance sheet. Lease expense is recognized for these leases on a straight-line basis over the lease term. Fixed non-lease costs, for example common-area maintenance costs, taxes, insurance, and maintenance, are included in the measurement of the right-of-use asset and lease liability as the Company does not separate lease and non-lease components.

Gift Card Liability
Gift cards sold by the Company are recorded as a liability. Upon redemption of the gift card at a franchisee location, the franchisee receives a credit for amounts owed the Company for the gift card usage, and the gift card liability is reduced. Gift card breakage is recognized based on historical gift card redemption rates. The Company evaluates the redemption rates of gift cards monthly and recognizes a portion of unredeemed digital gift cards as breakage revenue.

Revenue Recognition

The Company recognizes revenue from royalties, advertising and marketing fees, franchise fees, technology fees, and other revenues. Revenue is recognized in accordance with ASC 606, *Revenue from Contracts with Customers*, by recognizing revenue when it satisfies a performance obligation in an amount reflecting the consideration to which it expects to be entitled. The Company applies a five-step approach in determining the amount and timing of revenue to be recognized: (1) identifying the contract with a customer, (2) identifying the performance obligations in the contract, (3) determining the transaction price, (4) allocating the transaction price to the performance obligations in the contract, and (5) recognizing revenue when the performance obligation is satisfied. The Company has elected the practical expedient to account for certain pre-opening services as distinct from the franchise license.

Royalties

Franchisees are required to pay a percentage of sales as royalties. Royalties are recognized as revenue when billed based on weekly sales reports from franchisees.

Advertising and Marking Fees

Advertising and marketing fees are considered distinct from royalties, as a significant portion of marketing costs are directed to specific segments and stores. Franchisees are required to pay a percentage of sales for advertising and marketing. Advertising and marketing fees received from franchisees are recorded as a deferred advertising and marketing fee revenue until the advertising and marketing activities have been performed, at which time, the associated revenue and expenses are recorded in the accompanying statements of income and member's equity (deficit).

Technology Fees

The Company charges a monthly fee for the use of its software. Technology fees are recognized as revenue when billed.

Franchise Fees

The Company sells individual franchises as well as territory agreements in the form of area development agreements (ADA) that grant the right to develop stores in designated areas. The franchise and ADA agreements typically require the franchisee to pay an initial nonrefundable fee that is recognized over the life of the contract as the services are satisfied over time. Fees collected in advance are deferred until earned.

Other Revenues

Other revenues consist of primarily of merchant fees, initial training fees, gift card revenue breakage, and additional service fees. Revenue on other revenues is recognized when the obligation is satisfied.

Contract Balances

The timing of revenue recognition, billings, and cash collections results in billed accounts receivable and unbilled receivables (contract assets), and gift card liability, deferred advertising and market fees, and deferred franchise fees (contract liabilities) on the balance sheets.

The following table summarizes the revenue during the years ended December 31:

	2024	2023	2022
Royalty fees	$ 112,229,950	$ 81,251,965	$ 74,828,792
Advertising and marketing fees	24,490,056	26,211,753	23,525,659
Technology fees	6,130,637	5,009,615	2,987,816
Franchise fees	6,124,965	5,755,981	3,357,823
Other revenue, net	9,290,025	4,085,871	5,261,016
	$ 158,265,633	$ 122,315,185	$ 109,961,106

The Company offers a loyalty rewards program. During 2024, the loyalty rewards program was changed from Crumbl Cash to Crumbl Rewards. Under Crumbl Rewards, customers primarily earn Crumbs on purchases of desserts, catering, or gift cards. Crumbs can be redeemed for cookies and desserts and expire after a year. During 2023, under the Crumbl Cash program, customers earned points for each dollar spent with 100 points being redeemable for $10 to be used for a future purchase. The Crumbl Cash points do not expire. The structure of the Crumbl Rewards and Crumbl Cash loyalty programs are that the franchisee bears the cost of providing the rewards at the point-of-sale and therefore the Company has not recorded deferred revenue or other liability for rewards earned due to customers.

Advertising and Marketing

Advertising and marketing costs are expensed as incurred. During the years ended December 31, 2024, 2023, and 2022, the Company incurred a total of $24,492,035, $29,781,208, and $23,065,633 as advertising and marketing expense, respectively, which are included in cost of revenues in the statements of income and member's equity (deficit). As of December 31, 2024 and 2023, the Company deferred a total of $5,181,815 and $0, respectively, representing advertising and marketing fees billed to franchisees in excess of advertising and marketing expenses paid.

Income Taxes

The resulting operations of the limited liability company are included in taxable income of the individual members and, accordingly, no provision for federal or state income taxes has been made in the accompanying financial statements, with the exception of minimum state franchise taxes, which are included in general and administrative in the statements of income and member's equity (deficit).

Income and losses for tax purposes may differ from the financial statement amounts and may be allocated to the members on a different basis for tax purposes than for financial statement purposes. Member's equity reflected in the accompanying financial statements does not necessarily represent member's tax basis of their respective interest.

As of December 31, 2024 and 2023, the Company had no uncertain tax positions that qualify for either recognition or disclosure in the financial statements. The Company is subject to routine audits by tax jurisdictions; however, there are currently no audits in progress.

Reclassifications

Certain amounts in the 2023 and 2022 financial statements have been reclassified to conform with the current year presentation.

Subsequent Events

Management has evaluated events and transactions for potential recognition or disclosure through February 28, 2025, which is the date the financial statements were available to be issued.

2. Contract Balances

The beginning and ending contract balances consisted of the follows as of December 31:

	2024	2023	2022
Contract assets:			
Billed accounts receivable	$ 6,649,893	$ 650,206	$ 3,972,128
Unbilled receivables	454,734	1,440,833	1,698,205
Total contract assets	$ 7,104,627	$ 2,091,039	$ 5,670,333
Contract liabilities:			
Gift card liability	$ 15,469,298	$ 5,297,789	$ 6,387,136
Deferred advertising and marketing fees	5,181,815	-	3,360,091
Deferred franchise fees	12,789,416	18,298,731	21,875,479
Total contract liabilities	$ 33,440,529	$ 23,596,520	$ 31,622,706

3. Contract Acquisition Costs

Contract acquisition costs consisted of the following as of December 31:

	2024	2023
Contract acquisition costs	$ 2,418,275	$ 2,418,275
Accumulated amortization	(1,552,450)	(1,068,795)
	$ 865,825	$ 1,349,480

Amortization of the contract acquisition costs for the years ended December 31, 2024, 2023, and 2022 was $483,655, $1,068,480, and $0, respectively, which are included in general and administrative in the statements of income and member's equity (deficit).

4. Property and Equipment

Property and equipment consisted of the following as of December 31:

	2024	2023
Computers and office equipment	$ 2,392,372	$ 1,964,320
Machinery and equipment	432,835	640,531
Leasehold improvements	244,972	400,835
Vehicles	60,602	73,708
	3,130,781	3,079,394
Accumulated depreciation and amortization	(1,442,079)	(1,136,637)
	$ 1,688,702	$ 1,942,757

Depreciation and amortization expense on property and equipment for the years ended December 31, 2024, 2023, and 2022 was $765,010, $771,886, and $354,107, respectively.

5. Commitments and Contingencies

Employee Agreements

The Company has entered into employment agreements with certain members of management. The terms of each agreement are different. However, one or all of these agreements include stipulated base salary, bonus potential, vacation benefits, severance, and non-competition agreements.

Litigation

The Company is involved in several legal proceedings. Management, after consultation with legal counsel, determined that the outcome of these proceedings could have a material impact on the Company's financial position of between $12,650,000 and $35,415,000 as of December 31, 2024. The Company has recorded a liability for litigations for $19,261,000 and $16,150,000 in litigation accrual in the accompanying balance sheets as of December 31, 2024 and 2023, respectively.

Operating Lease

The Company's operating lease consists primarily of office space. During 2023, the Company began subleasing a portion of its lease to Crumbl Enterprises and other entities owned by Crumbl Enterprises based on the number of employees working for each entity using the space on a month-to-month basis. Total rent income from these related party subleases totaled approximately $860,000, $837,000, and $0 for the years ended December 31, 2024, 2023, and 2022, respectively, and was recorded as a reduction of rent expense. Rent expense for the year ended December 31, 2024, 2023, and 2022 was approximately $544,000, $667,000, and $1,023,000, respectively, net of sublease income. The weighted average discount rate was 3.26% with a weighted average term remaining of 1 years as of December 31, 2024.

Future undiscounted cash flows of the operating lease are as follows:

Years ending December 31,		
2025	$	1,297,448
Total undiscounted future minimum lease payments		1,297,448
Less imputed interest		(21,072)
Present value of future operating lease liability	$	1,276,376

6. Member's Equity

The Company has authorized and issued 1,000,000 Class A units as of December 31, 2024, 2023, and 2022. Distributions are made based on the member's respective percentage interests and are made on a discretionary basis. As of December 31, 2024 and 2023, there were no declared and unpaid distributions.

7. Retirement Plan

The Company sponsors a defined contribution 401(k) retirement plan (the Retirement Plan). Full time employees who have completed 90 days of service and are 21 years of age or over are eligible to participate in the Retirement Plan. Employees may elect to contribute to the Retirement Plan up to 5% of their annual compensation to a maximum of the IRS limits. As set forth in the Retirement Plan document, a discretionary contribution may be made by the Company that matches a percentage of annual compensation contributed by the participants in the Retirement Plan. The Company contributed approximately $191,000, $143,000, and $141,000 to the Retirement Plan for the years ended December 31, 2024, 2023, and 2022, respectively.

8. Related-Party Transactions

The Company licenses certain intellectual property for use in association with restaurant services and products, trademarks, trade names, service marks, logos, commercial symbols, slogans, and derivatives thereof, along with certain recipes, mixes, formulas, copyrights, methods, systems, trade dress, proprietary know-how, operations, trade secrets, confidential information, relationships and other intellectual property and derivative products from a related entity that is wholly owned by Crumbl Enterprises for a one-time fee of $100.

The Company has several transactions with entities that are wholly owned by Crumbl Enterprises. As of December 31, 2024 and 2023, the Company owed approximately $568,000 and $1,860,000, respectively, to these related entities. As of December 31, 2024 and 2023, the Company had receivables of approximately $394,000 and $465,000, respectively, and recognized interest income of approximately $0, $135,000, and $183,000 in the accompanying statements of income and member's equity (deficit) during the years ended December 31, 2024, 2023, and 2022, respectively.

For the years ended December 31, 2024, 2023, and 2022, related parties to the executives of the Company owned and operated 18, 19, and 14 franchises, respectively. The Company collected franchise fees, royalty fees, and other supporting fees from these related franchises totaling approximately $2,097,000, $2,148,000, and $1,557,000 for the years ended December 31, 2024, 2023, and 2022, respectively.

During 2023, Crumbl Enterprises began providing management services to the Company for a management fee. During the years ended December 31, 2024, 2023, and 2022, management fees were approximately $30,688,000, $24,286,000, and $0, respectively. The Company did not owe management fees to Crumbl Enterprises as of December 31, 2024 or 2023.

EXHIBIT "D"
TO THE FDD

SCHEDULE OF FRANCHISEES

SCHEDULE OF FRANCHISEES

As of December 31, 2025

LIST OF CURRENT UNITED STATES FRANCHISE LOCATIONS:

State	Owner	Store Phone Number	Store Address
United States			
Alaska			
Dimond, AK	Sweet Life LLC	(907) 519-6513	8840 Old Seward Hwy Unit A, Anchorage, AK 99515
Tikahtnu Commons, AK	Sweet Life LLC	(907) 600-8611	1118 North Muldoon Road, Unit 145, Anchorage, AK 99504
Alabama			
Alabaster, AL**	Grove Creek Alabaster LLC	(659) 250-0222	100 Colonial Promenade Parkway, Alabaster, AL 35007
Auburn, AL	KMJ LLC	(334) 203-4783	2640 Enterprise Drive Opelika, AL 36801
Cornerstone, AL**	CRA84, LLC	(334) 230-7669	7736 Vaughn Rd. Montgomery Al 36116
Daphne, AL	Fair Winds Franchise Group, LLC	(251) 210-7737	1802 US Highway 98. Ste. D Daphne, AL 36526
Decatur, AL**	Jamb3LLC	(938) 829-0955	2804 Spring Avenue SW, Suite A, Decatur AL 35603
Dothan, AL	Phillips Holdings of Dothan LLC	(334) 325-0220	4650 W. Main Street, Unit 603 Dothan, AL 36305
Greystone, AL**	Grove Creek 280 LLC	(205) 671-8078	5403 Hwy. 280, Birmingham, AL 35242
Gulf Shores, AL**	Fair Winds Gulf Shores, LLC	(205) 360-1469	3800 Gulf Shores Parkway, Building 100, Suite 138 Gulf Shores, AL 36542
Jones Valley, AL	JAMB II, LLC	(256) 469-1291	2742 Carl T Jones Dr SE Huntsville AL, 35802
Madison, AL	JAMB, LLC	(256) 258-8153	8141 Hwy 72 W Madison, AL 35758
McCalla, AL**	Cookies R Us LLC	(205) 800-4107	4863 Promenade Pkwy Suite 910

			Bessemer AL, 35022
Mountain Brook, AL**	Grove Creek Mountain Brook LLC	(205) 719-2869	360 Rele Street, Mountain Brook, AL 35223
Oxford, AL**	Cookies R Us LLC	(205) 379-8245	1100 Oxford exchange Blvd Suite 312, Oxford, AL 36203
Spring Hill, AL**	Fair Winds Franchise Group, LLC	(251) 298-8599	4356-A Old Shell Rd, Unit 14, Mobile, AL 36608
Trussville, AL**	Cookies R Us LLC	(205) 273-0909	5431 Patrick Way, Suite 105, Trussville, AL 35235
Tuscaloosa, AL**	CRA84, LLC	(205) 462-8696	1320 McFarland Boulevard East, Tuscaloosa, AL, USA
Vestavia Hills, AL	Grove Creek Collective at The Summit	(205) 379-0293	708 Montgomery Highway, Suite 116 Vestavia Hills, AL 35216
Westwood Plaza, AL**	Barrett Collin Roof Kayla Marie Roof	(251) 910-3907	7765 Airport Blvd, Suite 140, Mobile AL 36608
Zelda, AL**	CRA84, LLC	(334) 523-0499	3012 Zelda Road, Montgomery, Alabama 36106
Arizona			
Ahwatukee, AZ	MM Crumbl, LLC	(480) 877-9677	4910 E Ray Road, Ste 7 Phoenix, AZ 85044
Arcadia, AZ	We Do Dough Arizona LLC	(602) 661-3777	3736 East Indian School Road Phoenix, AZ 85018
Arrowhead, AZ	Arrowhead MC, LLC	(623) 471-5732	8086 W Bell Rd, Ste 106, Peoria, AZ 85382
Avondale, AZ	Cookies of Avondale LLC	(480) 937-0396	10120 W McDowell Rd STE 150 Avondale, AZ 85392
Chandler, AZ	Kasvataan of Chandler Festival LLC	(480) 561-0229	2780 W Chandler Blvd #5 Chandler, AZ 85224
Chandler Hamilton High, AZ**	Tamarack Capital LLC	(480) 535-3229	3731 S Arizona Ave #5, Chandler, AZ 85248
Crossroads, AZ**	Crossroads Cookie LLC	(520) 372-5998	4811 E. Grant Road, Suite 107 Tucson Arizona 85712
Flagstaff, AZ	Desert Dough Enterprises LLC	(928)-235-2500	320 South Regent Street Suite 203 Flagstaff, AZ 86001

Gilbert, AZ	Kasvataan of San Tan LLC	(480) 645-9555	2743 S Market St. Gilbert, Arizona 85295
Glendale, AZ	Cookies of Glendale LLC	(602) 675-9555	9390 W Hanna Ln, Unit B-103 Glendale, AZ 85305
Goodyear, AZ	Cookies of Goodyear LLC	(623) 259-4311	789 N Estrella Pkwy STE F, Goodyear, AZ 85338
Houghton Town Center, AZ**	Prim and Plated Cookie LLC	(520) 355-1289	9210 S Houghton Rd #140 Tucson, Arizona 85747
Laveen, AZ	Cookies of Laveen LLC	(602) 675-9553	5130 W Baseline Rd STE 113 Laveen, AZ 85339
Maricopa, AZ	Cookies of Maricopa LLC	(602) 675-9660	21101 N. John Wayne Pkwy STE E106 Maricopa, AZ 85139
Mesa Grand, AZ	Kasvataan of Mesa Grand LLC	(602)-661-2500	1240 E Baseline Rd. Ste. 105 Mesa, AZ 85204
Mesa Groves, AZ	We Do Dough Arizona LLC	(480) 530-0185	1911 E. Brown Road STE 3 Mesa, AZ 85203
Metro, AZ	Sugar Sugar Metro LLC	(480) 937-0381	2827 W Peoria Ave, Phoenix, AZ 85029
Norterra, AZ	Norterra MC, LLC	(602) 726-5008	2450 West Happy Valley Road, Suite 1151 Phoenix, AZ 85085
Oro Valley, AZ**	Prim and Plated Cookie LLC	(520) 355-3848	7805 N. Oracle Road, Suite 151 Oro Valley, AZ 85704
Prescott, AZ	D & S Kitch LLC	(928) 227-0027	5684 E, AZ-69 Ste 120, Prescott Valley, AZ 86314
Queens Creek, AZ	Crumbl QC, LLC	(480) 565-7737	21172 S Ellsworth Loop #102 Queen Creek, Arizona 85142
Red Mountain, AZ	We Do Dough Arizona, LLC	(480) 645-9966	5942 E Longbow Pkwy Suite 103, Mesa, AZ 85215
Scottsdale, AZ	Scottsdale MM, LLC	(602) 675-9550	7300 N. Via Paseo Del Sur, BLDG B STE 106 Scottsdale, Arizona 85258

Signal Butte, AZ	Lugal LLC	(602) 661-2799	1804 S. Signal Butte Rd, Suite 103 Mesa, AZ 85209
South Mountain, AZ	Cookies of 24th LLC	(623) 289-2660	2160 E Baseline Rd #124 Phoenix, AZ 85042
Surprise, AZ	Cookies of Surprise LLC	(623) 246-1774	13983 W. Waddell Rd. Suite 100, Surprise, AZ 85379
Tatum, AZ	Sugar Sugar Tatum LLC	(480) 565-7737	4747 E Bell Rd, Suite 9, Phoenix, Arizona 85032
Tempe, AZ	Tempe MC, LLC	(602) 726-4553	430 North Scottsdale Road Suite A112 Tempe, AZ 85281
The Landings, AZ**	The Landings Cookies LLC	(520) 485-7254	NWC I-19 and Irvington Tucson, AZ 85714
Arkansas			
Benton, AR**	H3O Confections, LLC	(501) 557-3008	20770 I-30 N, Suite 135 Benton, AR 72019
Bentonville, AR	MOjO TruDough LLC	(479) 326-8304	500 SE Walton Blvd. Bentonville, AR 72712
Cantrell, AR**	H3O Confections, LLC	(501) 333-9080	11525 Cantrell Rd. Suite 304, Little Rock AR, 72212
Conway, AR**	H3O Confections, LLC	(501) 803-2401	1100 S Amity Rd Ste. F, Conway, AR 72032
Fayetteville, AR**	MOjO TruDough, LLC	(479) 396-3747	2621 Mission Blvd. Suites 1&2,s 72703-3260 Fayetteville, Arkansa
Hot Springs, AR**	C & A Holdings HS, LLC	(501) 431-0396	421 Cornerstone Blvd, Hot Springs, AR 71913
Jonesboro, AR	McPherson Creations, LLC	(870) 433-0685	3410 East Johnson Ste. E Jonesboro, AR 72401
North Little Rock, AR**	C & A Holdings NLR, LLC	(501) 436-5252	2805 Lakewood Village Dr, North Little Rock, AR 72116
Rogers, AR**	Mojo TruDough LLC	(479) 335-1927	4307 S. Pleasant Crossing Blvd. Suite 107 Rogers AR 72758
California			
Aliso Viejo, CA**	OneSix Ventures, LLC	(949) 339-1548	24032 Aliso Creek Rd, Laguna Niguel, CA 92677

Almaden, CA**	Amorim Entities Inc	(669) 207-5172	5353 Almaden Expy, San Jose, CA 95118
Anaheim Plaza, CA**	FJKM of Anaheim Euclid, LLC	(657) 208-8089	510 N Euclid St, Anaheim, CA 92801
Apple Valley, CA**	Galleta Tienda 6 LLC	(760) 503-4804	19179 Bear Valley Rd. Suite Apple Valley, California 92308
Auburn, CA**	SW Auburn LLC	(530) 328-0026	11855 Willow Creek Dr, Auburn, CA 95603
Bakersfield CA**	Boxed Goodies LLC	(661) 241-0903	10530 Stockdale Hwy, Unit 100 Bakersfield, CA 93311
Bella Terra, CA**	Just a Cookie Bella Terra LLC	(657) 400-2012	7631 Edinger Avenue, Suite 1504, Huntington Beach, CA 92647
Berkeley, CA**	LW Nosh Inc.	(341) 333-6690	2400 B. Bancroft Way Berkeley, CA 94705
Brea, CA**	Just a Cookie Brea LLC	(562) 371-8973	955 E Birch St, Brea, CA 92821 Brea, CA 92821
Brentwood, CA	Brentwood Bakery, LLC	(925) 308-5057	5421 Lone Tree Way, Suite 130, Brentwood, CA 94513
Bristol Place, CA**	Just a Cookie Bristol Place LLC	(657) 212-6090	3388 S. Bristol Street, Suite A., Santa Ana California 92704
Burbank, CA**	BURBANK COOKIES, LLC	(747) 248-1279	531-E N. Hollywood Way Burbank, CA 91505
Cal Oaks, CA	Morgan Valley Holdings, LLC	(951) 290-0073	40984 California Oaks Rd, Murrieta, CA 92562
Calabasas, CA**	Cookie Monsters Calabasas, Inc.	(818) 431-5290	4732 Commons Way Suite G Calabasas CA 91302
Camden Union, CA**	Amorim Entities Incorporated	(669) 279-2141	2007 Camden Ave San Jose, California 95124
Carlsbad, CA	SoCal Cookies San Diego, LLC	(760) 607 6144	961 Palomar Airport Rd Suite 108 Carlsbad, CA 92011
Carson, CA**	Madrid Venture Corp	(424) 286-0150	20715 S Avalon Blvd, Carson, CA 90746

Cerritos, CA**	Just a Cookie Cerritos LLC	(562) 249-5003	11417 South Street, Suite C-2 Cerritos, CA 90703
Chico, CA	We Ball Dough, Inc.	(530) 230-9361	855 East Ave Ste 220 Chico, CA 95926
Chino, CA	ZMWC, LLC	(909) 898-7348	4005 Grand Avenue, Suite C, Chino, CA 91710
Citrus Heights, CA**	CCRG, inc.	(279) 201-9383	6920 Auburn Boulevard, Suite 120, Citrus Heights, CA 95621
City of Industry, CA	Ebert Bale Investments Inc	(626) 559-0160	17501 colima road, City of Industry, CA 91748
Clairemont, CA** Clovis, CA	HOAP Ventures Inc.	(858) 522-9732 (559) 345-5304	5665 Balboa Ave Suite 0105 San Diego, CA 92111 1850 Herndon Ave. #109 Colvis, CA 93611
Concord, CA	Walnut Creek Cookies LLC Jared Blake Sarah Blake	(925) 476-4996	2015 Diamond Boulevard, Suite E-150., Concord, CA 94520
Cottle, CA**	Amorim Entities INC	(669) 235-3762	5640 Cottle Rd Ste 20 San Jose CA 95119
Costa Mesa, CA**	Just a Cookie Costa Mesa LLC	(657) 339-2002	369 17th St., Suite 3, Costa Mesa, CA 92627
Cosumnes River, CA**	CCRG Delta Shores, Inc.	(279) 895-7022	8270 Delta Shores Circle South, Suite 120, Sacramento, CA 95832
Culver City, CA**	Morgan Cookie Group LLC	(424) 258-9428	3810 Midway Ave Culver City, CA 90232
Cupertino, CA**	LW Nosh Inc.	(669) 312-3694	10457 S. De Anza Blvd. Cupertino, CA 95014
Del Mar, CA	SoCal Cookies San Diego, LLC	(858) 284-4728	2646 Del Mar Heights Rd Del Mar, CA 92014
Diamond Bar, CA**	Miles Cookies, LLC	(909) 345-0550	22438 Golden Springs Drive, Diamond Bar, CA 91765
Douglas Boulevard, CA**	SW Granite Bay LLC	(279) 206-3902	1921 Douglas Boulevard, Suite 105, Roseville CA 95561
Downey, CA**	Morgan Cookie Group LLC	(562) 287-8010	8994 Apollo Way Unit B, Downey, CA 90242
Duarte, CA**	Just a Cookie Duarte LLC	(626) 239-8093	1014 Huntington Dr Duarte CA 91010

Dublin, CA**	GT Cookies Fresno Inc.	(925) 226-8148	3862 Fallon Rd, Dublin, CA 94568
Eagle Glen, CA**	Pockets Smitty Corona LLC	(209) 671-3885	3971 Bedford Canyon Rd SUITE 2102, Corona, CA 92883
East Lake , CA**	Galleta Tienda LLC	(619) 737-2981	2240 Otay Lakes Rd STE 302, Chula Vista, CA 91915
Eastvale, CA**	BRSJ Eastvale, LLC	(951) 416-0146	14116 Limonite Ave Unit 310, Eastvale, CA 92880
Elk Grove, CA	Just Dough It Inc.	(916) 318-0224	7560 Elk Grove Blvd, Elk Grove CA 95757
El Paseo, CA	GT Cookies Inc.	(559) 666-2333	6733 N Riverside Dr. #104 Fresno CA. 93722
Encino, CA**	DLT COOKIES LLC	(747) 254-0127	17401-17405 Ventura Blvd Encino CA, 91316
Fairfield, CA**	Dough Makers, LLC	(707) 344-9691	5089 Business Center Drive, Suite 100 Fairfield CA 94534
Folsom, CA	SW Folsom LLC	(916) 238-6302	195 Pacerville Road, #120 Folsom CA 95630
Foothill Ranch, CA**	HEC2, LLC	(949) 264-8539	23702 El Toro Rd, Suite S6-B Lake Forest, CA 92610
Foster City, CA	Rayaf Ventures Inc	(650) 597-0761	1000 Metro Center Blvd Ste D, Foster City CA 94404
Fountain Valley, CA	Banh Appetit LLC	(657) 339-0440	18900 Brookhurst St. Fountain Valley, CA 92708
Fresno, CA	GT Cookies Fresno Inc	(559) 321-7024	7969 N Blackstone Ave, Fresno CA 93711
Glendale CA**	Cookie Monsters Glendale, Inc.	(747) 297-0361	157 Caruso Ave, Glendale, CA 91210
Glendora, CA	Peterson Cookies, LLC	(626) 385-6756	1365 E. Gladstone St. #500 Glendora CA 91740
Goleta, CA**	Galleta Gang Inc	(209) 791-0047	5662 Calle Real, Goleta, CA 93117
Gosford Village, CA**	Gourmet Goodies, LLC	(661) 241-0977	5397 Gosford Rd. Suite 100, Bakersfield, CA 93313

Hanford, CA	Central Valley Cookies, Inc	(559) 794-2629	208 N. 12th Ave, #103, Hanford, CA 93230
Hastings Ranch, CA**	ElleVee LLC	(626) 604-1399	3827 E. Foothill Blvd Pasadena Ca 91107
Hawthorne, CA**	Morgan Cookie Group LLC	(424) 255-1088	5362 W Rosecrans Ave, Hawthorne, CA 90250
Hesperia, CA**	Galleta Tienda 5 LLC	(442) 600-4754	12717 Main Street Unit 510 Hesperia, California 92345
Inglewood, CA	JLST Enterprises, LLC	(424) 261-1913	3111 W Century Blvd Suite 104 Inglewood CA 90303
La Cañada, CA**	Jucik Enterprises LLC	(747) 268-0657	2031-A Verdugo Blvd. Montrose, CA 91020
La Habra, CA**	Just a Cookie La Habra LLC	(657) 577-9702	1901 W Imperial Hwy Suite C, La Habra, CA 90631
La Jolla, CA	SoCal Cookies San Diego, LLC	(858) 401-6914	8657 Villa La Jolla Dr. #107 La Jolla, CA 92037
La Quinta, CA**	Desert Cookie Co.		46-480 Washington Street, Suite 2, La Quinta, CA 92253
La Verne, CA**	Hansen Cookies, LLC	(209) 354-8109	2416 Foothill Blvd. Suite 25, La Verne, CA 91750
Ladera Ranch, CA**	OneSix Ventures, LLC	(949) 658-2313	25642 Crown Valley Pkwy Ladera Ranch, CA 92694
Lake Forest, CA**	OneSix Ventures, LLC	(949) 519-0791	23702 El Toro Rd Suite S6 Lake Forest, California 92630
Lakeshore, CA**	Layan Bakes Inc	(628) 358-9689	1525 Sloat Blvd, San Francisco, CA, 94132
Livemore, CA	GT Cookies Fresno Inc.	(925) 243-7432	4304 Las Positas Rd #56D Livermore CA 94551
Lodi, CA	Just Dough It Lodi Inc. John Gauthier Nate King	(209) 280-0957	2624 W Kettleman Ln Ste 150 Lodi, CA 95242
Los Banos, CA**	We Do Dough Turlock Inc.	(209)710-5045	1363 W Pacheco Bivd. Unit B, Los Banos CA. 93635

Madera, CA	GT Cookies, Inc.	(559) 330-1472	2180 W. Cleveland suite 112, Madera CA 93637
Manteca, CA**	We Do Dough Turlock Inc.	209-213-3404	2235 W Atherton Dr #104, Manteca, CA, 95337
Marconi, CA	Marconi Bakery, LLC	(916) 407-1155	2607 Marconi Avenue, Sacramento, California 95821
Marina Del Ray, CA**	Cookie Monsters Marina Del Ray, Inc	(424) 738-1070	4774 Admiralty Way, Marina Del Rey, CA 90292
Menifee, CA**	Pockets Smitty Menifee Inc.	(951) 430-2232	30076 Haun Rd STE 210 Menifee, CA 92584
Merced, CA**	We Do Dough Turlock Inc.	209-233-3075	3630 G Street Suite E, Merced, CA 95340
Millbrae, CA**	FRL Bakers Millbrae Inc,	(650) 443-6936	102 Rollins Road Millbrae CA 94030
Milpitas, CA	Amorim Entities Inc	(669) 244-5242	537 Calaveras Blvd Milpitas, CA 95035
Mira Mesa, CA**	OGAP Ventures Corp	(858) 239-4238	8188 Mira Mesa Blvd San Diego CA 92126
Modesto, CA**	We Do Dough Turlock Inc.	209-214-9955	3801 Pelandale Ave. Suite 105 Modesto CA 95356
Moreno Valley, CA	Generis LLC	(951) 221-9600	2692 Canyon Springs Market Place, Suite E, Riverside, CA 92507
Morgan Hill, CA**	Amorim Entities Inc	(408) 659-4951	1041 Cochrane Road Suite 140, Morgan Hill, CA 95037
Mountain View, CA**	Benninsula Cookies LLC	(650) 567-6822	660 San Antonio Road Mountain View, CA 94040
Natomas, CA	Promenade Bakery, LLC	(279) 666-4040	3661 N Freeway Blvd #110 Sacramento CA 95834
Newbury Park, CA**	EB Bakery Simi Valley Inc	(805) 244-5552	935 Broadbeck Drive, Suite B, Newbury Park CA 91320-1274
North Hollywood, CA**	North Hollywood Cookies, LLC	(747) 248-0422	6160 Laurel Canyon Blvd, Suite 145, North Hollywood, Ca 91606

Northridge, CA**	Crazy Four Northridge Inc	(747) 216-0332	8748 Corbin Ave. Northridge CA 91324
Novato, CA**	B&B Bakery Novato Inc	(628) 377-0005	132 vintage way unit f-11 Novato Ca 94945
Oceanside, CA	Socal Cookies San Diego, LLC	(760) 330-5969	459 College Blvd Suite 3 Oceanside CA 92057
Orange, CA**	Just a Cookie Orange LLC	(657) 549-4575	1500 East Village Way, Suite F19A, Orange CA 92865
Oxnard, CA**	All the Mixzins, Inc.	(805) 307-0060	365 W Esplanade Dr, Suite B Oxnard, California 93036
Pacific Commons, CA	Hub Cookies, LLC	(510) 403-1033	43823 Pacific Commons Blvd STE 105, Fremont, CA 94538
Palm Desert, CA	JLST ENTERPRISES, LLC	(442) 227-0556	44-491 Town Center Way Ste F, Palm Desert, Ca 92260
Paso Robles, CA**	Buckets of Dough, Paso Robles, LLC	(805) 257-2599	2307 Theater Drive Paso Robles, CA 93446
Petaluma, CA**	B&B Bakery Inc.	(707) 238-2351	179 North McDowell Petaluma CA 94954
Pismo Beach, CA**	Buckets of Dough, Arroyo Grande LLC	805) 295-4404	503B Five Cities Drive, Suite E9, Pismo Beach, CA 93449-3007
Point Loma, CA	JKKP Enterprises, LLC	(619) 633-3770	2990 Midway Dr., Suite B San Diego, California 92110
Poway, CA**	FIZZ Enterprises LLC	(858) 859-8292	13521 Poway RoadPoway, California 92064
Rancho Cordova, CA**	CCRG of Rancho Cordova, Inc	(916) 633-1673	10909-B, Olson Drive, Rancho Cordova, CA 95670
Rancho Cucamonga, CA**	Rancho Cookies, LLC	(909) 317-0282	12335 Base Line Rd Unit 100, Rancho Cucamonga, CA 91739
Rancho San Diego, CA**	Galleta Gang Inc,	(619) 631-3712	2891 Jamacha Road, Building 13, Suite H, El Cajon, CA 92019
Rancho Santa Margarita, CA	OneSix Ventures LLC	(949) 298-5540	22205 El Paseo, Rancho Santa Margarita, CA 92688
Redding, CA**	We Do Dough Turlock Inc	(530) 638-7461	4641 Churn Creek Road Suite D Redding CA 9600

Redlands, CA**	Pockets Smitty Two Inc	(909) 312-0793	27510 W Lugonia Ave. Redlands CA 92374
Riverbank, CA	We Do Dough Riverbank Inc.	(209) 719-1011	2207 Claribel Rd Suite D. Riverbank CA 95367
Riverside, CA**	Pockets Smitty Riverside Inc	(951) 335-0635	3540 Riverside Plaza Dr Ste 312, Riverside, CA 92506
Rocklin, CA	Just Dough It, INC	(279) 999-1003	5194 Commons Drive Suite # 107 Rocklin, CA 95677
Rolling Hills Estates, CA**	The Cookie Mijos LLC	(424) 305-6556	67 Peninsula Center Rolling Hills Estates Ca 90274
Rosemead, CA**	Pockets Smitty Rosemead LLC	(209) 319-2377	3624 Rosemead BLVD Rosemead, CA 91770
Roseville, CA	Roseville Bakery, LLC	(916) 846-9682	6726 Stanford Ranch Rd #5, Roseville, CA 95678
Salinas, CA**	Amorim Entities Inc	(831) 769-6333	1528 North Main St Salinas California, 93906
San Clemente, CA**	OneSix Ventures, LLC	(949) 755 0805	410 Camino De Estrella San Clemente CA, 92672
San Marcos, CA	SoCal Cookies San Diego, LLC	(442) 286-0700	751 Center Dr, Suite, 103, San Marcos CA 92069
San Ramon, CA**	GT Cookies Fresno Inc.	(925) 361-2104	152 Sunset Dr San Ramon CA 94583 Santa Barbara, CA
Santa Clarita, CA	Crazy Four Santa Clarita, Inc.	(661) 299-7174	19137 Golden Valley Rd., #702-024, Santa Clarita, CA. 91355
Santa Maria, CA**	Buckets of Dough, Santa Maria LLC	(805) 293-7272	451 E. Betteravia Road, Santa Maria, CA 93454
Santa Rosa, CA	B&B Bakery, Inc	(707) 324-1781	2154 Santa Rosa Ave, Santa Rosa CA 95401
Santee, CA**	FIZZ Enterprises	(619) 728-4625	9862 Mission Gorge Rd. Ste. B, Santee CA 92071
Saratoga, CA**	Amorim Entities Inc	(669) 200-0456	1350 El Paseo de Saratoga San Jose CA 95229
Sierra Lakes, CA**	Pockets Smitty Fontana LLC	(909) 317-0283	16918 S Highland Ave Fontana CA 92336

Stockton, CA	KTK Co.	(209) 337-3337	858 W. Benjamin Holt, Stockton, CA 95207
Sunnyside, CA	Sunnyside Cookies, LLC	(539) 842-0969	570 S. Clovis Ave. Ste. 102 Fresno, CA 93727
Temecula, CA	Desserts of Temecula Hills LLC	(951) 297-7322	31867 Rancho California Rd, Suite E-300 Temecula CA. 92591
Terra Nova, CA**	Galleta Gang Inc	(619) 746-8998	374 E H Street suite 1702, Chula Vista, CA 91910
The Promenade, CA**	Just a Cookie Promenade LLC	(657) 233-4050	9877 Chapman Ave Ste c, Garden Grove, CA 92841
Torrance Crossroads, CA	SJPB LLC	(424) 250-2991	24667 Crenshaw Blvd, Units E Torrance, CA 90505
Tracy, CA**	We Do Dough Turlock Inc.	(209) 229-2083	2467 Naglee Rd Tracy CA 95304
Tulare, CA	CVC Too,Inc.	(559) 607-0005	2035 E. Prosperity Ave, Tulare, CA 93274
Turlock, CA	We Do Dough Turlock Inc.	(209) 336-6449	2745A Countryside Drive Turlock CA. 95380
Union City, CA**	Lualemaga LLC	(341) 336-7829	31047 Courthouse Drive, Union City, CA 94587
Upland, CA**	Fab Four LLC	(909) 493-5109	1071 E. 19th St. 2B Upland, California, 91784
Vacaville, CA	Vacaville Bakery, LLC	(707) 359-7027	2000 Harbison Dr, Suite C Vacaville CA 95687
Valencia, CA**	Crazy Four Valencia, Inc.	(661) 383-0454	27021 McBean Parkway, Valencia, CA. 91355
Vallejo, CA**	Bangerter Bakers, LLC	(707) 563-9909	764A Admiral Callahan Ln., Vallejo, CA 94951
Ventura, CA**	Ventura Mixzins, Inc	(805) 666-2233	1708-C S Victoria Avenue, Ventura, CA 93003
Visalia, CA	SGB Ventures LLC	(559) 429-5958	3839 S Mooney Blvd Visalia, CA 93277
Walnut Creek, CA**	GT Cookies Fresno Inc.	(925) 476-4443	1970 Tice Valley Boulevard, Suite E,

			Walnut Creek, California
West Hills, CA**	DLT COOKIES LLC	(747) 263-0321	22815 Victory Blvd, West Hills CA 91307 Suite #B
West Hollywood, CA	O&L Bakes, LLC	323) 372-8188	7100 Santa Monica Blvd, Unit 117B, West Hollywood California, 90046
West Torrance, CA**	The Cookie Mijos Torrance	(747) 286-3232	20140 Hawthorne Blvd, Torrance, CA 90503
West Sacramento, CA	FERNANDO SIERRA LLC	(279) 895-7142	2155 Town Center Plaza, Suite E170, West Sacramento, CA 95691
Westlake Village, CA**	EB Bakery Thousand Oaks Inc	(805) 601-6653	30768 Russell Ranch Rd, Westlake Village, CA 91362
Whittier, CA**	JUST A COOKIE WHITTIER, LLC	(626) 412-0451	7216 Autumn Ave, Whittier, CA 90602
Woodland, CA**	We Ball Dough, Inc.	(530) 207-0144	2011 Bronze Star Dr, Woodland, CA 95776
Yorba Linda, CA	FJKM of Yorba Linda, LLC	(657) 234-2462	18349 Imperial Hwy, Yorba Linda, CA 92886
Yuba City, CA**	We Ball Dough Yuba City, Inc.	(530) 645-3364	1054 Harter Pkwy Ste #6, Yuba City, CA 95993
Colorado			
Aurora City Place, CO**	BV Aurora LLC	(720) 496-0309	14222 E Cedar Ave Suite A, Aurora, CO 80012
Brighton, CO	One Bunny Hill LLC	(720) 727-0953	2325 Prairie Center Pkwy,Unit E, Brighton, CO 80601
Castle Rock, CO	Cookie Expertise LLC	(720) 466-3009	323 Metzler Dr. Castle Rock, CO 80108
Central Park CO**	BV Stapleton, LLC	(720) 316-0002	7505 E 35TH AVE #385 DENVER, CO 80238
Cherry Creek, CO**	BVC Cherry Creek, LLC	(720) 603-1651	400 S. Colorado, Suite A, Denver, Colorado 80246
Colorado Springs, CO	Titan Food Services, LLC	(719) 401-0030	5102 North Nevada Ave, Suite 120 Colorado Springs, CO 80918

Creekwalk CO**	Titan Food Services, LLC	(719) 285-0199	120 E Cheyenne Road. Colorado Springs. Colorado. 80906
Cupertino, CA**	LW Nosh Inc.	(669) 732-9777	10457 S. De Anza Blvd. Cupertino, CA 95014
Dublin, CO	Titan Food Services, LLC	(719) 377-6960	5935 Dublin Blvd, Colorado Springs, CO 80923
Edgewater, CO	We Do Dough Gew, Inc.	(720) 798-5642	1931 Sheridan Blvd, Edgewater, CO 80214
Fort Collins, CO	We Do Dough, Inc.	(720) 727-1058	3300 S. College Ave Suite 120 Fort Collins, CO 80525
Grand Junction, CO	Grand Junction KM, LLC	(970) 368-5033	2546 Rimrock Avenue, Unit #400 Grand Junction, CO 81505
Greeley, CO	We Do Dough Gew, Inc.	(720) 727-1296	4421 Centerplace dr. Suite B Greeley Colorado 80634
Greenwood Village, CO	CJK Greenwood Village LLC	(720) 442-8083	8547 E. Arapahoe Road, #C Greenwood Village, CO 80112
Highlands Ranch, CO	CJK Highlands Ranch	(720) 358-0860	9557 S University Blvd Highlands Ranch CO 80126
Interquest, CO**	Titan Food Services, LLC	(719) 378-4333	1358 Interquest Parkway Suite #150. Colorado Springs, CO 80921
Johnstown, CO	We Do Dough Johnstown Inc.	(970) 399-5558	4948 Thompson Parkway Johnstown, CO 80534
Lakewood, CO	BJS of Lakewood LLC	(720) 647-7297	14650 W Colfax Ave, STE 130 Lakewood, CO 80401
Littleton, CO**	CJK Littleton, LLC	(720) 805-0420	8555 W. Belleview Avenue, #2625-B, LIttleton, CO 80123
Longmont, CO	We Do Dough Inc	(720) 743-2026	1248 s Hoover st #100 Longmont C0 80501

Parker, CO	CJK Parker, LLC	(720) 386-1263	11153 S. Parker Rd, Unit B. Parker CO 80134
Pueblo, CO	Cookie Expertise is our LLC	(719) 501-2987	1565 Highway 50 Pueblo, CO 81008
Superior, CO	We Do Dough GEW, INC	(720) 727-0199	600 Center Dr, Superior, CO 80027
Thornton, CO	We Do Dough GEW, INC	(720) 791-6977	14332 Lincoln Street Thornton, Colorado 80023
Washington Plaza, CO**	BJS of Thornton LLC	(720) 853-4288	9770 Washington St, Thornton, CO 80229
Westminster, CO	We Do Dough Gew, Inc.	(720) 798-5650	10448 Town Center Dr. Westminster, CO 80021
Wheat Ridge, CO**	BJS Of Arvada LLC Brian Sieck	(720) 698-4664	4975 Kipling St. Suite B, Wheat Ridge CO 80033
Connecticut			
Avon, CT	CT Sweet Treats, LLC	(860) 321-8844	315 W Main St Avon CT 06001
Buckland Hills, CT**	Sugar Hills LLC	(860) 281-2131	1540 Pleasant Valley Rd, Ste. Manchester, CT 06042
Danbury, CT**	Cinnamon Brothers, LLC	(203) 297-8107	71 Newtown Road, Danbury, CT 06810
Fairfield, CT	AMGF Enterprises LLC	(203) 674-9755	2285 Black Rock Turnpike, Fairfield, CT 06825
Milford, CT**	Sugar Mills LLC	(203) 693-1258	1642b Boston Post Road, Milford, CT 06460
North Haven, CT**	Cinnamon Brothers - North Haven, LLC	(203) 909-6481	111 Universal Drive Ste. 5, North Haven CT 06473
Shelton, CT	Sweet Chillies Corp.	(203) 204-8403	785 Bridgeport Ave. Shelton, CT 06484
Stamford, CT**	Justin Cinnamon Scott Cinnamon	(475) 477-9499	1131 High Ridge Rd. Stamford, CT 06905
Waterbury, CT**	Sugar Water LLC	(203) 456-1110	939 Wolcott St, 5B, Waterbury, CT 06705

West Farms, CT**	Sugar Farms LLC	(860) 470-6699	1445 New Britain Ave, West Hartford CT 06110
Delaware			
Christiana, DE**	Ferda Boyz LLC	(302) 214-4776	3138 Fashion Center Blvd. Suite 350, Newark, DE 19702
Dover , DE	JC Investments LLC	(302) 608-0698	50 N Dupont Hwy, Unit 10 Dover DE, 19901
Wilmington, DE**	Ferda Boyz LLC	(302) 888-9499	3140 Kirkwood Highway, Wilmington, DE 19808
Florida			
Altamonte Springs, FL**	Cookie Consultants LLC	(689) 206-9103	150 S. State Road 434, Altamonte Springs FL 32714
Aventura, FL	Ten Restaurants LLC	(754) 202-0249	20669 Biscayne Blvd, suite E-6, Aventura, Fl 33180
Bannerman, FL**	Cookies For Life LLC	(850) 296-9801	6668 Thomasville RD Tallahassee FL 32312
Beach Haven, FL	BROTHER BAKERS JACKSONVILLE LLC	(904) 373-4947	3267 Hodges Boulevard, #2, Jacksonville FL 32224
Boca Raton, FL**	Sweetwell Enterprises2, LLC	(561) 872-4515	2200 Glades Rd. Ste 508, Boca Raton, FL 33431
Brandon, FL**	Little Mini, LLC Thomas C. Grimme Bea W. Grimme	(813) 540-0776	10963 Causeway Blvd Suite B, Brandon FL 33511
Broward Blvd, FL**	Ten Restaurants 3 LLC	(754) 296-0068	2630 W Broward Blvd #303, Fort Lauderdale, Florida 33312
Casselberry, FL**	Cookie Consultants LLC	(407) 618-0775	3405 South. US highway 1792, Casselberry, FL 32707
Clearwater, FL**	1611 Holdings CW LLC	(727) 371-8779	2719 Gulf to Bay Blvd. Suite 1120, Clearwater, FL 33759
Clermont, FL**	Wailea Cookies, LLC	(352) 604-0989	2427 S Highway 27, Clermont, Florida 34711
Cobblestone Commons, FL**	Reaveley Management, LLC	(561) 303-0463	8855 West Boynton Beach Blvd. Suite 330, Boynton beach, FL 33472

Coral Springs, FL	C&S properties of Coral Springs LLC	(754) 241-0237	6071 Coral Ridge Drive, Coral Springs, Florida, 33076
Culter Bay, FL**	Cutler Bay Cookies, LLC	(786) 432-0369	18457 S Dixie Hwy, Cutler Bay, FL 33157
Dania Beach, FL**	YAZ Cookie Co - Dania Beach LLC	(754) 356-2287	4021 Oakwood Blvd. Hollywood, FL 33020
Davenport, FL**	Cookie Consultants LLC	(863) 496-3600	2100 Posner Blvd Davenport FL 33837
Davie, FL	Reaveley Good Cookies, LLC	(754) 241-9835	2272 S. University Drive, Davie FL 33324
Daytona Beach, FL**	Schefer Brothers Daytona, LLC	(386) 610-2888	1808 W International Speedway Blvd, Suite 204, Daytona Beach FL 32114
Deerfield Beach, FL**	Sweetwell Enterprises 3, LLC	(954) 698-2215	3760 Hillsboro Blvd. Deerfield Beach, FL 33442
Deland, FL**	Schefer Brothers Deland, LLC	(386) 456-3093	2389 South Woodland Blvd, Deland, FL 32724
Delray Beach, FL**	Reaveley Management, LLC	(561) 948-5570	1911 s federal highway Unit 222 Delray Beach FL 33483
Destin, FL**	3Mcs_LLC	(850) 389-4689	4447 Commons Drive East, Suite KOM1, Destin, Florida 32541
Doral, FL	Doral Cookies, LLC	(786) 373-4671	9971 W Flagler St. #210 Miami, FL 33174
Fort Myers, FL	Six Mile Cookie LLC	(239) 236-3183	7925 – 7977 Dani Drive Fort Myers, FL 33966
Gainesville, FL	Reaveley Management, LLC	(352) 575-9919	3230 SW 35th Blvd, Gainesville, FL 32608
Gulf Breeze, FL	VDUB Dos, LLC	(850) 565-3313	868 Gulf Breeze Parkway, Gulf Breeze, FL 32563
Hamlin, FL**	Maui Cookies, Inc	(689) 366-5189	16027 New Independence Pkwy, Winter Garden, Florida 34747
Hammock Landing, FL**	Coastal Cookies Hammock Landing LLC	(321) 477-1022	225 Palm Bay Road NE #183, West Melbourne FL, 32904
Homestead, FL**	Homestead Cookies LLC	(786) 807-2336	2532 NE Ct, Homestead, FL 33033

Kanner Hwy, FL**	Sparta Stuart LLC	(239) 438-3995	213 SW Monterey Road, Stuart, Florida 34994
Kendall, FL	Miami West Cookies, LLC	(786) 633-0337	13520 SW 120th Ave, OP-1F Miami, FL 33186
Kissimmee, FL	Kihei Cookie Inc	(407) 794-0631	1180 W Osceola Pkwy, Kissimmee, FL 34741
Lake Mary, FL	Schefer Brothers, LLC	(321) 233-4552	245 wheelhouse lane, Suite 1441Lake Mary, FL 32746
Lake Nona, FL**	Lahaina Cookies, LLC	(407) 801-6400	11905 Narcoosee Rd, Lake Nona, Florida 32832
Lake Washington, FL**	Coastal Cookies Lake Washington, LLC	(321) 599-2900	3000 N Lake Washington Road, Space 3088, Melbourne FL 32934
Lutz, FL	PRODUCTIVE DOUGH, LLC	(813) 445-6552	25922 Sierra Center Blvd Lutz, FL 33559
Mahan Village, FL**	Cookies For Life LLC	(850) 270-7803	3122 Mahan Drive, Suite 302 Tallahassee Florida, 32308
Mandarin, FL	Sharmain's Sweets Inc	(904) 592-9059	11406 San Jose Blvd #3 Jacksonville, Fl 32223
Miami Gardens, FL**	NT Vandough BDK of Miami Gardens LLC	(305) 692-0197	5750 NW, 183rd Street, Miami, FL, 33015
Millenia, FL	Gashetita, LLC	(407) 789-2524	4698 Gardens Park Blvd #203A, Orlando, FL 32839
Niceville, FL**	3Mcs_LLC William (Bill) McDonald	(850) 389-2234	1552 E John Sims Pkwy C2, Niceville, FL 32578
North Cape, FL**	Cape Coral Cookie LLC	(239) 392-1171	1519/1523 Pine Island Rd, Cape Coral, FL 33909
North Lakeland, FL**	1611 Holdings NL LLC	(239) 365-2458	919 Lakeland Park Center Dr, Lakeland FL 33809
North Naples, FL	Sweet BE, LLC	(239) 799-5289	6270 Naples Blvd, Unit 3, Naples, FL 34110

North Port, FL**	Joyous Creations LLC	(941) 280-1500	17437 Tamiami Trail North Port FL, 34287
Northlake Blvd, FL	Sweetwell Enterprises 4, LLC	(561) 377-2118	3337 Northlake Blvd Ste 4, Palm Beach Gardens FL 33403
Oakland Park, FL	Ten restaurants 2 LLC	(239) 439-5665	861 E Commercial Blvd, Oakland Park, FL 33334
Oakleaf, FL**	I Wonder, LLC	(904) 449-7459	9518 Argyle Forest Blvd Ste #B6, Jacksonville, FL 32222
Ocala, FL	Dough Time, LLC	(352) 619-4692	2000 SW College Rd, Ocala, FL 34471 (Pending Location)
Palm Beach Gardens, FL	Alton Sweets LLC	(561) 484-5063	5240 Donald Ross Rd, Suite Palm Beach Gardens, FL 33418
Palm Coast, FL**	Reaveley Management, LLC	(239) 291-3002	250 Palm Coast Pkwy #207, Palm Coast, FL 32137
Palm Harbor, FL**	Rough Brothers 1 LLC	(727) 279-0005	798 East Lake Rd. #54 Palm Harbor, FL 34685
Panama City Beach, FL	Phillips Holdings Panama LLC	(850) 919-2556	15600 Panama City Beach Parkway unit 140, Panama City, FL 32413
Pembroke Pines, FL	Reaveley Good Cookies, LLC	(754) 220-3030	15999 Pines Blvd #103 Pembroke Pines, FL 33027
Pensacola, FL	VDUB, LLC	(850) 905-6414	1670 E Nine Mile Road, Pensacola FL, 32514
Pinecrest, FL**	Reaveley Good Cookies, LLC	(786) 904-0255	8743-A SW 136TH St, Miami, FL 33176
Pinellas Park, FL**	Rough Brothers 2 LLC	(727) 258-5303	7064 US Hwy 19 N, Pinellas Park, FL 33781
Port St. Lucie, FL	SPARTA COMPANIES, LLC	(772) 242-9724	1707 NW Saint Lucie Blvd. #152 Port St. Lucie Florida 34986
Riverview, FL**	View Dough, LLC	(813) 331-5003	12926 US HWY 301 S Bldg. 100 Ste. B Riverview FL, 33579

Tradition, FL**	Sparta Tradition LLC	(239) 291-6661	10720 SW Village Parkway, Suite 003, Port St. Lucie, FL 34987
San Marco, FL**	I Wonder3 LLC	(904) 663-4333	214 Hendricks Ave Unit #30, Jacksonville, FL 32207
Sand Lake, FL**	Cookie Consultants LLC	(689) 348-5400	7800 Dr. Phillips Blvd. Ste. 200 Orlando FL 32819
Sarasota UTC , FL**	Little Mini, LLC	(941) 210-0533	215 N. Cattlemen Rd. Unit #56, Sarasota, FL 34232
Seminole, FL	St. Pete Trio LLC	(727) 371-8758	11201 Park, Boulevard, Seminole FL 33772
South Sarasota, FL	Little Mini, LLC	(941) 259-6673	4942 S. Tamiami Trail, Sarasota, FL 34231
South Tampa, FL	More Right Turns, LLC	(813) 586-2211	1902-A South Dale Mabry Highway, Tampa, FL 33629
Spring Hill, FL	Spring Dough, LLC	(352) 600-4044	7065 Coastal Blvd, Brooksville FL 34613
Stuart, FL**	Treasure Coast Treats LLC	(772) 261-0222	2535 NW Federal Hwy, Stuart, FL 34994
Sunrise, FL**	Reaveley Good Cookies, LLC	(954) 800-8508	12584 W Sunrise Blvd, Sunrise FL 33323
Sunshine Square , FL**	Reaveley Management, LLC	(561) 536-7310	546 E Woolbright Rd., Boynton Beach, FL 33435
Trinity, FL**	1611 Holdings TR LLC	(727) 810-3850	3140 Little Road New Port Richey, FL 34655
USF, FL**	Fewer Left Turns, LLC	(813) 283-4513	8795 N. 56th Street, Temple Terrace, Florida 33617
Vero Beach, FL**	Coastal Cookies Vero Beach LLC	(772) 253-2442	500 21st St, Vero Beach, FL 32960 Suite 2

Viera, FL	Coastal Cookies Viera LLC	(321) 328-0296	2270 Town Center Avenue, Suite 111, Melbourne, FL 32940
Vineland, FL	Cookie Consultants LLC	(312) 401-6160	11561 Regency Village Dr, Orlando, Florida 32821
Waterford Lakes, FL**	Cookie Consultants LLC	(321) 244-4048	455 N. Alafaya Trail Orlando FL, 32828
West Palm Beach, FL**	SweetWell Enterprises LLC	(561) 559-2244	710 Village Blvd, West Palm Beach, FL 33409
Westchase, FL**	1611 Holdings TC LLC	(727) 626-2653	10601 Sheldon Rd. Tampa, FL 33626
Weston, FL**	NT Vandough BDK of	(954) 639-9119	5750 NW, 183rd Street, Miami, FL, 33015
Wildwood, FL	Cookie Consultants LLC	(352) 461-1369	5546 Seven Mile Drive, Suite 101, Wildwood FL 34785
Winter Park, FL**	Cookie Consultants LLC	(689) 206-9099	501 N Orlando Ave Suite 309 Winter Park, FL 32789
Winter Springs, FL	Zundel Cookies LLC	(407) 674-9997	1425 Tuskawilla Rd, Unit #263Winter Springs, FL 32708
Georgia			
Acworth, GA	Kelly Cookiescapes	(470) 632-8080	3330 Cobb Parkway NW Suite 14C Acworth Ga 30101
Albany, GA**	Albany Vortex LLC	(229) 299-9727	2707 Dawson Road Unit 8, Albany, GA 31707
Alpharetta, GA	Late Night Cooky	(470) 281-9209	4190 Milton Pkwy, SPE 2L Alpharetta, GA 30005
Ashley Park, GA	CurBayCo LLC	(470) 400-5663	599 Bullsboro Drive, Suite 12, Newnan GA 30263
Athens, GA	Late Night Cooky Company LLC	(706) 389-5894	196 Alps Rd #105 Athens, GA
Bradley Park GA**	JJRCM Holdings, LLC	(706) 309-4111	1591 Bradley Park Drive Suite 450A Columbus, GA 31904-3071

Brookhaven, GA	5 Ambitious Friends LLC	404-667-4818	804 Town Blvd Suite A1035, Atlanta, GA 30319
Brunswick, GA	Brunswick Vortex, LLC,	(912) 254-0040	131-1Altama Connector Road, Brunswick Ga 31525
Buford, GA**	Mall of Georgia Vision LLC	(470) 238-8041	3205 Woodward Crossing Blvd, Buford, GA 30519, USA
Camp Creek, GA	M & M Holding Enterprise LLC	(470) 317-3332	3480 Camp Creek Prkwy Ste 326 Atlanta, GA 30344
Canton, GA	For the Love of Cookies LLC	(229) 795-0859	2018 Cumming Highway, Canton, GA 30115
Cumming, GA	Late Night Cooky Company LLC	(470) 239-1986	405 Peachtree Parkway, Suite 120, Cumming, GA 30041
Dalton, GA**	Celestial Creations Dalton, LLC	(706) 397-7900	1304 W Walnut Ave, Suite 108, Dalton, GA 30720
Dawsonville, GA**	Late Night Cooky Company LLC	(470) 208-3826	12 Dawson Market Way #200, Dawsonville, GA 30534
Douglasville, GA**	TDW 1 LLC	(470) 243-4744	2900 Chapel Hill Rd Douglasville, GA 30135
East Cobb, GA**	LNCC East Cobb, LLC	(470) 666-3096	640 Johnson Ferry Road, Suite 110, Marietta, GA 30068
Evans, GA	Evans Vortex, LLC	(706) 828-1382	4263 Washington Road, Unit 625, Evans, GA 30809
Flowery Branch, GA**	Flowery Branch Utah LLC	(470) 458-1877	5887 Spout Springs Rd. Suite D401, Flowery Branch, GA 30542
Fort Oglethorpe, GA	Celestial Creations Fort Oglethorpe, LLC	(706) 395-5594	112 Battlefield Station, Fort Oglethorpe, GA 30742
Gainesville, GA**	LNCC Gainesville, LLC	(470) 208-2821	821 Dawsonville Hwy Suite 82235, Gainesville, GA 30501
Grovetown, GA	Grovetown Vortex LLC	(762) 233-7699	285 Meridian Drive Lot 6B, Grovetown GA 30813

Hiram, GA**	Hiram Cookie Company, LLC	(470) 866-4761	5220 Jimmy Lee Smith Pkwy, Hiram GA 30141
Kennesaw, GA**	Kennesaw Marketplace LLC	(470) 523-9384	1300 Ernest Barrett Parkway Unit 11 Kennesaw, GA 30144
Lawrenceville, GA**	Lawrenceville Marketplace LLC	(430) 326-0369	875 Lawrenceville - Suwanee Rd. Lawrenceville, GA, 30043
Marietta, GA	Sandy Plains Marketplace LLC	(678) 203-8885	3460 Sandy Plains Road, Suite 510, Marietta GA 30066
Mosaic, GA**	Mavin Mosaic LLC	(912) 581-2727	2201 Pooler Parkway, Unit # 400, Pooler, Georgia 31322
Newnan, GA**	BayCo, LLC	(470) 215-1783	110 Glenda trace, Suite A Newnan GA 30265
Peachtree City, GA**	CurCo, LLC	(470) 288-4077	130 Peachtree East Shopping Center #108 Peachtree City, GA 30269
Riverwatch, GA**	Mavin Riverwatch LLC	(803) 599-8283	826 Cabela Drive, Suite 2, Augusta, GA, 30909
Rome, GA	Rome Pink Box Bakery, LLC	(762) 254-1160	487 Turner McCall Blvd NE, Rome, Ga 30165
Sandfly, GA**	Mavin Savannah LLC	912) 581-2669	1932 East Montgomery Cross Road, Suite 100, Savannah, GA 31406
Sandy Springs, GA**	Sandy Springs Cookies LLC	(470) 531-4077	5948 Roswell Rd, Sandy Springs, GA 30328
Snellville, GA**	Snellville Marketplace LLC	(470) 563-9995	1905 Scenic Hwy S Suite 330 Snellville, GA 30078
Statesboro, GA**	5 Ambitious Friends LLC	(912) 225-4445	Veterans Memorial Parkway and Old Register Road Statesboro GA, 30458
Toco Hills, GA**	ZSSZ One, LLC	(404) 369-3069	2943 North Druid Hills Road Suite 260 Atlanta GA 30329
Warner Robins, GA**	Robert Murphy Chase Murphy Joe Johnson	478) 217-2922	2907 Watson Boulevard, Suite C-2, Warner Robins, GA 31093

Winder, GA**	TDW 3 LLC	(470) 739-7838	916 Loganville Highway suite 360, Bethlehem, GA 30620
Hawaii			
Aina Haina, HI**	AINA HAINA DELIGHTS, LLC	(808) 470-5220	820-850 W Hind Dr, Honolulu, HI 96821
Kapolei, HI	J&K Companies LLC	(808) 204 9665	4480 Kapolei Parkway, Kapolei, HI 96707 Suite 277
Pearl City, HI**	Pearl City Delights, LLC	(808) 470-8255	1029 Mokolu St Suite D Pearl City HI 96782
Idaho			
Ammon, ID	G&L Legacy, LLC	(208) 268-8222	2656 East Sunny Side Road Ammon, Idaho 83406
Boise, ID	Cookies of Boise, LLC	(801) 695-4054	8665 West Franklin Road Suite 8665 Boise, ID 83709
Coeur d'Alene, ID	EEE cookie Coeur d'Alene, LLC	(208) 408-0685	3524 N Government Way, Coeur d'Alene, ID 83815
Eagle, ID	Cookies of Eagle, LLC	(208) 370-2638	3116 East State Street Eagle, Idaho 83616
Meridian, ID	Cookies of Meridian LLC	(208) 268-8533	3340 N Eagle Rd Meridian, Idaho 83646
Moscow, ID	Cookies of Moscow, LLC	(208) 301-5353	954 W Pullman Rd, Moscow ID 83843
Nampa, ID	Otium, Inc.	(208) 505-6256	16391 N Marketplace Blvd Nampa, ID 83687
Pocatello, ID	KAFR Holdings LLC	(208) 242-2303	231 West Quinn Road Suite E Pocatello ID, 83202
Rexburg, ID	Hemming Investments I, LLC	(208) 254-5556	160 W 2nd S, Suite 102 Rexburg, ID 83440
Southeast Boise, ID**	Cookies of SE Boise LLC	(208) 992-3122	3629 Federal Way, Boise Idaho, 83705
Twin Falls, ID	R & B Treats, LLC	(208) 329-5800	799 Cheney Drive, Space 30C Twin Falls, Idaho 83301

Illinois			
Algonquin, IL**	Sweet Tooth Algonquin LLC	(224) 699-0660	2517 County Line Rd, Algonquin, IL 60102
Arlington Heights, IL**	Evergreen Cookies LLC	(224) 286-1038	115 West Rand Road, Arlington Heights, IL 60004
Bolingbrook, IL**	OOTF2 LLC Traci Pretzel	(630) 755-5797	763 E Boughton Road Bolingbrook IL 60440
Bourbonnais, IL**	DMHINCKS4 GROUP LLC	(815) 839-2567	2030 IL-50, Bourbonnais, IL 60914
Brickyard, IL**	DMHJP Group LLC	(773) 466-2244	2650 N Narragansett Ave Ste C3, Chicago, IL 60639
Champaign, IL	Gator's House of Treats Inc.	(217) 366-2183	2005 S Neil St, Champaign, IL 61820
Crystal Lake, IL**	Sweetest Concepts, LLC	(779) 800-6608	5500 Northwest Highway Unit B, Crystal Lake IL 60014
Dekalb, IL	Billamore Corp.	(815) 787-6083	2566 Sycamore Rd, DeKalb, IL 60115
East Peoria, IL**	A&M Cookies East Peoria LLC	(309) 322-2767	406 W. Washington St., East Peoria, IL. 61611
Geneva, IL**	Fox Valley Ventures, LLC	(331) 248-5969	1038 Commons Drive, Geneva, Illinois
Glendale Heights, IL**	BH Sweets 1, LLC	(630) 635-0563	179 W Army Trail Rd Glendale Heights IL 60137
Glen Ellyn, IL**	BH Sweets 2, LLC	(630) 474-3747	709 W Roosevelt Rd, Glen Ellyn, IL 60137
Golf Mill, IL**	Evergreen Cookies LLC	(224) 348-8887	8419 W Golf Rd, Niles 60714
Gurnee, IL**	Evergreen Cookies LLC	(224) 252-0422	7105 Grand Ave, Gurnee, IL 60031
Hoffman Estates, IL**	DMHJP Group LLC	(224) 484-0074	2726 Sutton Rd, Hoffman Estates, IL 60192
Homewood, IL**	DMHINCKS3 GROUP LLC	815) 200-6363	17751 S. Halsted Street, Homewood IL 60430

La Grange, IL**	Gator Holdings Group LLC	(708) 328-6399	1 N. La Grange Road, Suite D, La Grange, Illinois 60525
Lake Zurich, IL**	Sweeter Concepts, LLC	(217) 293-7905	731 W Main St Suite 727, Lake Zurich, IL 60047
Lockport, IL**	OOTF3 LLC	(779) 243-1116	16433 W. 159th Street Lockport IL 60441
Michigan Ave, IL**	Magnificent Billy Inc	(312) 462-3558	333 N Michigan Ave, Chicago, IL 60601
Mokena, IL**	OOTF LLC	(708) 390-7945	11245 W. Lincoln Hwy, Mokena IL 60448
Naperville, IL	LJG Enterprises, LLC	331) 213-2840	2936 Showplace Dr #112 Naperville Ill 60564
Niles, IL**	DMHJP Group LLC	(224) 592-5422	5704 W Touhy Ave, Niles, IL 60714
Normal, IL**	OOTF 5, LLC	(309) 204-0040	309 Veterans Pkwy Suite 405, Normal, IL 61761
North Naperville, IL	KariLus Cookies-North	(331) 330-7617	1504 N. Naper BLVD, Naperville, IL 60563
Northbrook, IL	Sweet Concepts, Inc	(224) 203-2453	984 Willow Road, Ste C, Northbrook, IL 60062
Oak Brook, IL**	Sweet Tooth Oak Brook LLC	(331) 551-6923	17W410 22nd St, Oakbrook Terrace, IL 60181
Orland Park, IL**	Orland Cookies LLC	(708) 778-3358	14215 S. Lagrange Rd. Unit 302 Orland Park, Illinois 60462
Oswego, IL**	Oswego Superfriends, LLC	(331) 725-0345	1530 Douglas Road, Oswego, Illinois 60543
Peoria Sterling, IL**	A&M Cookies Peoria, LLC	(309) 340-1669	4513 N. Sterling Peoria, IL 61615
Rockford, IL**	Rockford Treats LLC	(779) 774-7668	6240 East State Street, Rockford, IL 61108
Roscoe Village, IL**	DMHJP Group LLC	(773) 938-4448	3340 N Western Ave, Chicago, IL 60618
Saginaw, MI**	Red Robot - Saginaw, LLC	(989) 372-1862	4622 State Street, Saginaw, MI, 48603
Schaumburg, IL	Evergreen Cookies LLC	(224) 377-0925	106 E Golf Rd, Schaumburg IL 60173

Shiloh, IL**	Shiloh Desserts Newco LLC	217) 385-3221	3760 Green Mount Crossing Drive, Shiloh, IL 62269
Skokie, IL**	Cookie Nation III LLC	(224) 341-5310	9466 Skokie Blvd, Skokie, IL 60077
Springfield, IL	A&M Cookies Springfield, LLC	(217) 718-6391	3429 Freedom Drive, Suite A, Springfield, Illinois 62704
South Elgin, IL	JK Endeavours	(224) 276-6668	315 Randall Rd South Elgin IL 60108
Tinley Park, IL**	DMHJP Group LLC	(708) 407-9446	15943A S. Harlem Ave., Tinley Park, IL 60477
Vernon Hills, IL**	Sweet Tooth Vernon Hills LLC	(217) 296-2652	875 N. Milwaukee Avenue, Suite 500, Vernon Hills, IL 60061
Wicker Park, IL	Crumbill inc.	(773) 598-6908	1513 N Milwaukee Ave, Chicago, IL 60622
Wrigleyville, IL	infinity chocolate inc	(708) 405-8668	3519 North Clark Street unit c106 a, Chicago, IL 60657
Indiana			
Avon, IN**	Avon Cookies, LLC	(317) 742-9615	8738 E US Hwy 36, Avon IN 46123
Bloomington, IN**	Bloomington Cookies, LLC	(812) 668-7779	1155 S College Mall Rd, Bloomington IN 47401
Brownsburg, IN**	Brownsburg Cookies, LLC	(317) 520-2522	943 N. Green Street, Brownsburg IN 46112
Carmel, IN**	Highland Cookies Carmel, LLC	(317) 324-8041	2446 E 146th St Carmel IN, 46033
Coliseum, IN**	Getz Food Group, LLC	(260) 205-8111	4201 Coldwater Rd Fort Wayne, IN 46805
Dyer, IN	DMHINCKS Group LLC	(219) 440-2063	819 Joliet Street, Dyer, IN 46311
Evansville, IN	SNACC, INC	(812) 965-4133	939 N Burkhardt Rd Suite B, Evansville, IN 47715
Evansville Westside, IN	SNACC, INC	(930) 212-0677	5435 Pearl Drive #12, Evansville, IN 47712

Fishers, IN	Highland Cookies Fishers, LLC	(317) 284-9311	8395 E 116th St, Suite 137, Fishers, IN 46038
Greenwood, IN**	Highland Cookies Greenwood, LLC	(463) 200-5249	1675 W. Smith Valley Road, Suite D4B Greenwood, IN 46142
Keystone Shoppes, IN	Highland Cookies Keystone, LLC	(317) 343-0446	3329 E. 86th Street, Indianapolis, Indiana 46240
Lafayette, IN	ESC Fresh Pursuit LLC	(765) 237-9964	3575 Promenade Pkwy # 800 Lafayette, IN 47909
Merrillville, IN**	Nom Nom Cookies Merrillville LLC	(219) 444-0944	2535 Southlake Mall Dr, Merrillville, IN 46410
Mishawaka, IN**	Mishawaka Cookie LLC	(574) 213-0987	5320 N Main Street, Ste A, Mishawaka, IN, 46545
Orchard Crossing, IN**	Getz Food Group, LLC	(260) 203-0015	1034 Thomas Road Suite 116, Fort Wayne, Indiana 46804
South Bend, IN**	James Shawn Bake Amber Chloe Bake Benjamin Stephen Hancock	(574) 318-7300	1290 E Ireland Rd South Bend, IN 46614 Suite Z200
Southport, IN	Southport Cookies, LLC	(463) 274-5595	6905 S Emerson Ave, Indianapolis, IN 46237
Valparaiso, IN**	Nom Nom Cookies Valparaiso LLC	(219) 386-2555	2310 Laporte Ave. Suite #800, Valparaiso, IN 46383
West Carmel, IN**	Highland Cookies West Carmel, LLC	(463) 345-3863	9873 N. Michigan Road, Suite 130-B Carmel Indiana 46032
Iowa			
Ankeny, IA**	Cirlce TRiBe, LLC	(515) 650-8361	802 SE Oralabor Rd. Ste. #108, Ankeny, IA 50021
Cedar Falls, IA**	Mick Falls, LLC	(319) 242-3817	421 Viking Plaza Drive, Suite 400 Cedar Falls, Iowa 50613
Cedar Rapids, IA	LinnJones Cookie Co, LLC	(319) 259-6347	1005 Blairs Ferry Road NE, Ste. #50, Cedar Rapids IA, 52402
Coralville, IA**	Iowa Gourmet Cookies -	(319) 254-3659	2799 Commerce Dr, Coralville, IA 52241

Davenport, IA**	Mmm That's Tasty LLC	(563) 275-2246	4036 E 53rd St. Davenport, IA 52807
Dubuque, IA**	Iowa Gourmet Cookies - Dubuque LLC	(563) 231-2198	3500 Dodge St Suite 130, Dubuque, IA 52003
Sioux City, IA**	Berry Stokes Sunnybrook LLC Heather Berry	(712) 220-2666	5822 Sunnybrook Dr, Sioux City, IA, 51106
Waterloo, IA**	MICK properties, LLC	(319) 493-7766	1503 Flammang Dr., Waterloo, IA 50701
West Des Moines, IA**	Cirlce TRiBe, LLC	(515) 585-0611	6305 Mills Civic Pkwy, Ste. 3119 West Des Moines, Iowa 50266
Kansas			
Derby, KS	CRUMBCITY1 CO.	(316) 252-3848	1918 N Rock Rd #700 Derby KS 67027
Mission Commons, KS**	KSA 11 LLC	(316) 402-1288	6021 Metcalf Ave, Mission, KS 66202
New Market Square, KS	KSA 10 LLC	(316) 202-1552	2755 N. Maize Rd Suite 101 Wichita, Kansas 67205
Oak Park, KS**	KSA 8 LLC	913) 210-1331	12154 W. 95th St. Lenexa, KS 66215
Olathe, KS**	KSA 4 LLC	(913) 361-7073	15159 W 119th, Olathe, KS 66062
Overland Park, KS**	KSA 3 LLC	(913) 361-7072	6780 W 135th St, Overland Park, Kansas 66223 Overland Park KS 66223
Topeka, KS**	KSA 7 LLC	(785) 274-9944	2130 SW Wannamaker Rd. #160 Topeka KS 66614
Wichita, KS	KSA 1 LLC	(316) 778-8862	2564 N. Greenwich, Wichita Suite 500, Kansas 67226
Kentucky			
Bowling Green, KY**	Caleas Treats Inc.	(270)715-2159	130 Walton Avenue, Bowling Green, Unit E Kentucky
Elizabethtown, KY**	ENJ, LLC	(270) 506-4819	167 Towne Drive Elizabethtown Kentucky 42701
Fern Creek, KY	TD Mountain Fern Creek, LLC	(502) 251-1666	7706 Bardstown Road, Louisville, KY 40291
Florence, KY**	KY2S F, LLC	(859) 212-1591	6805 Houston Rd Ste 500, Florence, KY 41042
Georgetown, KY**	TOGO ODDS LLC	(502) 903-4672	100 Ikebana Path, Georgetown, KY 40324

Jefferson Commons, KY**	Candy Jane's Inc	(502) 473-9690	4901 Outer Loop Suite 101 Louisville, KY 40219
Lexington, KY	BLUEGRASS COOKIES LEXINGTON, LLC	(859) 977-9525	2160 Sir Barton Way, Suite C19B, Lexington, KY 40509
Little Apple, KY**	Hoffman Cookies, Inc.	(785) 706-9199	501 N 3rd Place Suite C, Manhattan, KS 66502
Middletown, KY	MiddletownCookies, LLC	(502) 405-8156	12949 Shelbyville Road, Suite 102 Louisville KY 40243
Newport, KY**	KY2S NP, LLC	(859) 228-7967	1313A Monmouth Street, Newport, KY 41071
Nicholasville, KY**	BLUEGRASS COOKIES NICHOLASVILLE, LLC	(859) 305-3999	255 E Brannon Rd, Nicholasville, KY 40356
Owensboro, KY**	Ft. Knox Inc	(270) 713-2323	3250 Calumet Trace, Owensboro, KY 42303
Paddock, KY**	TD Mountain Paddock, LLC	(502) 509-2828	4110 Summit Plaza Drive Louisville KY 40241
Paducah, KY	Fat Cat Enterprises, LLC	(270) 953-7104	2929 James Sanders Blvd. Suite G-2, Paducah, KY 42001
Richmond, KY**	BLUEGRASS COOKIES RICHMOND, LLC	(859) 353-4191	2043 Lantern Ridge Dr. Richmond KY 40475
St Matthews, KY**	Red Sheep St Matthews, LLC	(502) 493-6676	291 N Hubbard's Ln, Suite 140 Louisville 40207
Louisiana			
Alexandria, LA**	Alexandria Cookies LLC	(318) 769-9960	2303 S MacArthur Dr, Unit B, Alexandria, LA 71301
Baton Rouge, LA	Southern Gourmet Cookies, LLC	(225) 228-0120	6555 Siegen Ln, Suite 10, Baton Rouge, LA 70809
Bossier City, LA**	Sai Ram Cookies LLC	(318) 404-1326	2650 Airline Drive, Suite 300, Bossier City, LA 71111
Covington, LA**	Christmas and Dunne Inc	(985) 200-5906	70360 Highway 21, Suite 5 Covington LA 70433

Gonzales, LA**	HRJ Management Gonzales	(225) 331-9110	209 E Hwy 30, Gonzales, LA 70737
Hammond, LA**	C & W Hammond LLC Devan Cahoon Brandon Wilson	(985) 277-9909	209 Palace Drive Hammond, LA 70403
Houma, LA	KCCC Enterprises	(985) 851-9200	1826 Martin Luther King Blvd, Suite J, Houma, LA 70360
Johnston Street, LA**	Johnson Street Cookies LLC	(225) 778-8770	2668 Johnston Street, Suite A-2, Lafayette, LA 70503
River Marketplace, LA**	River Marketplace Cookies LLC	(337) 362-1699	4409 Ambassador Caffery Pkwy, Ste 700, Lafayette, LA 70508
Slidell, LA**	Slidell CZN, LLC	(985) 248-8558	106 Gause Blvd Suite E. Slidell, LA 70460
West Monroe, LA	Lilys Cookies LLC	(318) 350-6599	109 Constitution Drive, West Monroe, LA 71292
Youree, LA**	Sai Ram Cookies LLC	(318) 230-7776	7020 Youree Dr., Suite F, Shreveport, LA 71105
Maine			
Rock Row, ME**	Rock Row and Brighton Ave LLC	(207) 887-0907	95 Rock Row, Suite 160 Westbrook. ME 04092
Maryland			
Bel Air, MD**	SAV-HAN, LLC	(240) 410-3833	551 Baltimore Pike, Bel Air, MD 21014
Bowie, MD**	TG4C, LLC	(240) 792-2704	15401 Excelsior Dr, Ste G-01, Bowie, Maryland 20716
California, MD	JMD Partners LLC.	(443) 342-4048	45000 St.Andrews Church Rd. Suite C California, MD. 20619
Clarksville, MD	Keksy LLC	(240) 358-1244	6030 Daybreak Circle, Clarksville, MD 21029
Frederick, MD	Falco Confections LLC	(240) 397-9194	200 Shorebird St B, Frederick, MD 21701
Germantown, MD**	DSV - Germantown LLC	(240) 224-0855	20650 Seneca Meadows Pkwy, Unit C1, Germantown, MD 20876
Hagerstown, MD**	PSH Confections, LLC	(240) 347-4669	17301 Valley Mall Rd, #109 Hagerstown, MD 21740

Kentlands, MD**	DSV - Kentlands LLC	(240) 812-1656	277 Kentlands Blvd, Gaithersburg Maryland 20878
Lanham, MD	1230 Ventures LLC	(240) 368-6711	2700 Campus Way N Suite 100, Lanham, MD 20706
National Harbor, MD**	TG4C, LLC	(240) 766-5966	128 Waterfront St, Oxon Hill, MD 20745
Owings Mills, MD**	MIG Owings Mills, LLC	(443) 272-1758	10300 Mill Run Circle, Suite 102 Owings Mills Maryland 21117
Rockville, MD	DSV - Rockville LLC	(240) 406-7655	12266 Rockville Pike Suite K Rockville, MD 20852
Salisbury, MD	Sugarsmith Ventures, LLC,	(302) 907-9903	2618 N. SALISBURY BLVD SALISBURY MD 21801
Towson, MD**	SAV-TOW, LLC	(443) 846-0222	1252 Putty Hill Ave, Towson, MD 21286
Waldorf, MD**	TG4C, LLC	240-785-0566	3728 Crain Hwy, Unity 102, Waldorf, MD 20603
Waugh Chapel, MD	MIG Waugh Chapel, LLC	(240) 449-4748	1410 S Main Chapel Way Suite 116, Gambrills MD 21054
White Marsh, MD**	SAV-NOT, LLC	(443) 648-3443	5350 Campbell Blvd, Suite D-2, Nottingham, MD 21236.
Massachusetts			
Attleboro, MA**	ABOVE THE LINE MAYFAIR LLC	(508) 399-1171	228 Washington Street, Suite A-155, Attleboro, MA
Brighton, MA**	Commonwealth Specialty Baking B, LLC	(617)798-4556	125 Guest Street, Boston, MA 02135
Cambridge, MA**	Commonwealth Specialty Baking C, LLC	(617) 798-7098	425 Massachusetts Ave, Cambridge, MA 02139
Danvers, MA**	Danvers Desserts LLC	(978) 560-3608	35 Independence Way, Danvers, MA 01923
Dartmouth, MA	Kikiz LLC	(339) 255-5020	380 State Road, North Dartmouth, MA 02747
Dedham, MA**	Soulshine LLC	(781) 613-8228	747 Providence Highway, Dedham, MA 02026
Dorchester, MA	Soulshine LLC	(857) 271-2003	25 District Avenue Suite 390 Boston, MA 02125
Foxborough, MA**	Above the Line 3, LLC	(774) 214-0812	22 Patriot Place Foxborough, MA 02035

Hanover, MA**	ADA MD Nottingham	(781) 561-0552	2053 Washington Street Hanover MA 02339
Hudson, MA**	Above the Line 5 LLC	(978) 763-4280	3 Highland Commons Suite 300 Hudson Massachusetts 01749
Medford, MA**	Commonwealth Specialty Baking, LLC	(617) 394-8523	23A Revere Beach Parkway Medford, MA 02155
Methuen, MA	Pleasant Valley and Milk St MA LLC	(978) 291-6956	90 Pleasant Valley STE 170, Methuen, MA 01844
Millbury, MA**	Above the Line 2, LLC	(774) 462-0204	70 Worcester-Providence Turnpike, Millbury, MA 01527
Hyannis, MA**	Soulshine LLC	(508) 418-3369	769 Lyannough Rd, Unit N198, Hyannis MA 02601
Plymouth, MA**	Soulshine LLC	(651) 583-6003	67 Long Pond Road, Plymouth, MA 02360
Saugus, MA	Soulshine LLC	(339) 210-5052	358 Broadway, Suite 358N, Saugus, MA 01906
Shrewsbury, MA	Above the Line 4 LLC	(774) 570-5545	50 Boston Turnpike, Unit 17 Shrewsbury, MA 01545
Waltham, MA**	BB Ventures LLC	(781) 226-1699	1077 Lexington St, Waltham, MA 02452
Wareham, MA**	Soulshine LLC	(774) 667-0050	1 Seth F. Tobey Road, Wareham, MA
West Springfield, MA**	Sugar Field, LLC	(413) 707-5021	935 Riverdale Street, Unit 24, West Springfield, MA, 01089
Woburn, MA	M Hubbard LLC Melanie Burks	(339) 298-7054	300 Mishawum Road Unit 410, Woburn, MA 01801
Michigan			
Ann Arbor, MI	PCH 1 LLC	(734) 274-6623	215 N Maple Rd. Suite A-2 Ann Arbor, MI 48103
Bloomfield Hills, MI**	LGRTC 1 LLC	(248) 462-6676	4036 Telegraph Road, Bloomfield Hills, MI 48302
Brighton, MI**	Brandz Cookies and Cream LLC	(810) 295-2414	9864 East Grand River Rd, Brighton MI 48116
Canton, MI**	PCH 9 LLC	(734) 228-4807	42050 Ford Rd. Canton, MI 48187
Chesterfield, MI**	PCH 6 LLC	(586) 315-1141	27795 23 Mile Road Chesterfield MI 48051

Davison, MI**	Sabo Cookies and Cream LLC	(810) 254-4699	8089 Lapeer Rd, Davison, MI 48423 (pending location approval)
Delta Crossing, MI**	Red Robot, LLC	(517) 329-1035	619 N. Marketplace Blvd., Unit E Lansing MI, 48917
Fenton, MI**	SABO COOKIES AND CREAM LLC	(810) 885-3277	17085 Silver parkway Fenton MI 48430
Grand Rapids, MI**	ACCT Management LLC	(616) 803-8734	3577 28th Street SE, Suite G4,Grand Rapids, MI 48512
Grandville, MI**	ACTT MGMT LLC 5	(616) 221-3344	4533 Ivanrest Avenue SW, Suite A Grandville, MI 49418
Holland, MI**	ACTT MGMT LLC	(616) 344-1488	12331 James Street, Suite D30 Holland, Michigan 49424
Kalamazoo, MI**	ACTT Management LLC	(269) 888-5427	5097 Century Ave, Kalamazoo, MI 49006
Livonia, MI**	PCH 4 LLC	(734) 274-6623	11003 Middlebelt Rd Livonia MI 48150
Mt. Pleasant, MI	2AM LLC	(989) 572-0809	4445 E. Blue Grass Rd, Suite B Mt. Pleasant, MI 48858
Muskegon, MI**	ACTT MGMT 4 LLC	(231) 875-6566	1720 East Sternberg Road, Suite 40, Muskegon, MI 49444
Northville, MI**	PCH 10 LLC	(734) 228-4838	20075 Haggerty Rd. Northville, MI 48167
Novi, MI**	PCH 2 LLC	(248) 916-9450	26060 Ingersol Drive Novi MI 48375
Okemos, MI**	Red Robot - Okemos, LLC	(517) 853-7065	4934 Marsh Rd, Okemos, MI, 48864
Port Huron, MI	2AM LLC	(810) 292-0694	4075 24th Avenue, Fort Gratiot Township, MI, 48059
Rochester Hills, MI	PCH 7 LLC	947-218-0413	2575 S. Rochester Rd, Rochester Hills, MI 48307
Royal Oak, MI**	PCH 5 LLC	(248) 916-9450	30955 Woodward Ave, Suite 715, Royal Oak MI 48073
Sterling Heights, MI**	PCH 3 LLC	(586) 580-1270	14860 Hall Road Sterling Heights MI 48313

Waterford, MI**	LGRTC 2, LLC	(231) 280-5506	4988 Highland Rd., Waterford, MI, 48328
Woodhaven, MI**	PCH 8 LLC	(734) 304-0752	23398 Allen Rd. Woodhaven, MI 48183
Minnesota			
Apple Valley, MN	Alpine Country Road, LLC	(612) 474-4217	15052 Gleason Path Suite #105, Apple Valley, MN 55124
Arden Hills MN**	Arden Hills Country Road, LLC	(612) 564-5940	3833 Lexington Ave. N., Suite 104 Arden Hills, MN 55126,
Coon Rapids, MN**	Coon Rapids Cookie Company, LLC	(651) 395-7723	12761 Riverdale Blvd, Coon Rapids, MN 55433
Duluth, MN**	DCC – Duluth, LLC	(218) 461-1339	917 West Central Entrance Duluth MN 55811
Eagan, MN**	Eagan Country Road LLC	(612) 699-2424	1270 Promenade Place, Suite 130, Eagan, MN 55121
Eden Prairie, MN**	Eden Prairie Cookie Company, LLC	(651) 728-5747	12575 Castlemoor Dr, Eden Prairie, Minnesota 55344
Edina, MN**	Edina Cookie Company, LLC	(651) 728-5752	7101 France Avenue S, Suite 104, Edina, Minnesota 55435
Mankato, MN	HappyPeople LLC	(218) 212-8897	1840 Adam St. Mankato, MN 56001
Maple Grove, MN	Maple Grove Cookie Company, LLC	(763) 777-7527	11623 Fountains Dr, Maple Grove, MN 55369
Minnetonka, MN	JVB Sweets	(651) 728-9191	4747 County Rd 101 Minnetonka MN 55345
Ridgehaven, MN**	DOUBLE PLAY LLC	(218) 212-8169	13173 Ridgedale Dr, Minnetonka, MN 55305
Robert Street, MN**	West St Paul Country Road, LLC	(612) 268-0152	2037 South Robert Street #300 West St Paul MN 55118
Rochester, MN**	Rochester Cookie Company, LLC	(507) 328-0636	2665 Commerce Dr. NW, Suite 300, Rochester, MN, 55901
St. Cloud, MN**	DCC – St. Cloud, LLC	(320) 316-0577	3959 2nd Street South Suite 204 St Cloud, Minnesota 56301
St. Louis Park, MN**	DCC – SLP, LLC	(612) 504-8687	5330 Cedar Lake Rd, Suite 500, St Louis Park, MN 55416
Woodbury, MN**	Woodbury Country Road, LLC	(651) 321-1177	305 Radio Drive, #22 Woodbury, MN 55125

Mississippi			
D'Iberviller, MS**	CZN Franchising, LLC	(228) 256-0425	3950 Promenade Pkwy C, D'Iberville, MS 39540
Flowood, MS**	Cookie Blitz, LLC	(601) 790-0906	380 Ridge Way, Flowood Mississippi, 39232
Hattiesburg, MS	RMS Group LLC	(601) 602-5253	3720 Hardy Street Hattiesburg MS 39402
Madison, MS**	Cookie JAM, LLC	(601) 401-0316	111 Colony Crossing Way, Unit 120 Madison, MS 39110
Meridian, MS**	Cookiegasm, LLC	(601) 227-7267	103 South Frontage Road, Meridian, MS 39301
Olive Branch, MS**	Hiatt Bakes, SouthBranch	(662) 932-3330	5400 Goodman Road, suite 109, Olive Branch MS 38654
Oxford, MS**	Cookie Rebels, LLC	(662) 636-6265	103 Merchants Dr, Oxford, MS 38655
Tupelo, MS**	Cookie King, LLC	(662) 205-5766	3980 North Gloster St, Suite 837-6 Tupelo, MS 38804
Missouri			
Arnold, MO**	GBMB1 LLC	(636) 204-3199	840 Arnold Commons Dr, Arnold, MO 63010
Cape Girardeau, MO	Cookie Investments, LLC	(573) 313-4699	3049 William Street, Cape Girardeau, MO 63703
Chesterfield, MO**	636Cookies, LLC	(636) 733-6630	1624 Clarkson Rd. Chesterfield, MO 63017
Columbia, MO	Davis Legacy Inc.	(573) 355-5787	21 Conley Rd. Suite R, Columbia, MO 65201
Cottleville, MO	ALMR, LLC	(636) 706-5076	6079 Mid Rivers Mall Dr. Cottleville, MO 63304
Crestwood, MO	Vanilla Landslide LLC	(314) 530-4178	1 Crestwood Plaza, St. Louis MO 63126
Independence, MO**	Curtis Industries, LLC	(816) 295-2372	18931 E Valley View Pkwy, Independence MO 64055
James River, MO**	KSA 13 Cookies LLC	(407) 708-2699	1959 East Independence Street, Springfield, MO 65804

Joplin, MO	JENSEN FAMILY, LLC	(417) 553-9878	430 S Geneva Ave Ste 500 Joplin MO 64801
Lee's Summit, MO**	KSA 5 Cookies LLC	(816) 207-4760	1700 NW Chipman Rd Lee's Summit MO 64081
Liberty, MO**	KSA 6 Cookies LLC	(816) 368-1789	8450 N Church Rd. Kansas City MO 64157
North Springfield, MO**	Curtis Industries, LLC	(417) 851-0169	2411 N Glenstone, Springfield MO 65803
Saint Joseph, MO	Davis Innovations LLC	(816) 646-2612	5201 North Belt Hwy, Suite 111, Saint Joseph, MO 64506
South County, MO	GBMB1 LLC	(314) 347-0402	12404 Tesson Ferry Suite 2 St. Louis, MO 63128
St. Charles, MO**	GBMB1 LLC	(636) 206-4694	1997 Zumbehl Road St Charles, MO
Tiffany Springs, MO**	KSA 9 LLC	(816) 873-5657	9008 N.W. Skyview Ave, Kansas City, MO 64154
Ward Parkway, MO	Jeri's kids, LLC	(816) 301-4930	8600 Ward Parkway Ste 1017, Kansas City, MO 64114
Wentzville, MO**	WentzCookies LLC	(636) 445-5799	1768 Wentzville Parkway Wentzville, MO 63385
West County, MO	STLCookies LLC	(314) 347-1436	13335 Manchester Rd, Des Peres, MO 63131
Montana			
Billings, MT	BXK Holdings, LLC	(406) 530-7327	27 Shiloh Rd, Suite 6 Billings MT 59106
Bozeman, MT	Berry Stokes Bozeman, LLC	(406) 351-4589	1060 Fowler Ave, Bozeman MT 59718
Great Falls, MT	Holyoak Ventures, LLC	(406) 315-5002	2114 10th Ave. Great Falls, MT 59405
Helena, MT	Capital Bakery, LLC	(406) 204-0568	2030 Cromwell Dixon Ln Ste J Helena, MT 59602
Missoula, MT	Brock Stokes Heather Berry	(406) 351-0900	3075 N Reserve St, Suite J 20 Missoula, Montana 59808
Nebraska			
Bellevue, NE**	Bellevue CHC, LLC	(402) 390-5136	10403 S. 15th St. Bellevue, NE, 68123

Lakeside, NE**	West Omaha CHC, LLC	(402) 413-0259	2883 S 168th St. Omaha NE 68116
North Lincoln, NE**	North Lincoln CHC, LLC	(402) 413-0259	6005 O Street, Lincoln NE 68510
Omaha Northwest, NE**	Northwest Omaha CHC, LLC	(402) 671-0566	3606 North 156th St. Omaha NE 68116
Papillion, NE**	Papillion CHC, LLC	(308) 222-8796	8650 S. 71st Street # 10, Papillion, NE 68133
Nevada			
Cannery, NV	RKC Cannery, LLC	(702) 623-5110	2598 E Craig Road Suite 100 North Las Vegas, NV 89030
Carson City, NV**	WE DO DOUGH CARSON CITY LLC	(775) 977-0269	963 Topsy Ln Carson City, NV 89705
Centennial, NV	RKC Group, LLC Kari Sanchez	(702) 707-9822	5590 Painted Mirage Rd Las Vegas, Nevada 89149
Damonte Ranch, NV**	Cookie NV 2 LLC	(775) 391-6943	193 Damonte Ranch Pkwy, Reno, NV 89521
Durango, NV	RBCW Holdings LLC	(702) 613-4667	6255 S Durango Drive #101 Las Vegas NV 89113
Green Valley, NV**	Sandoval Holdings, LLC	(725) 238-5799	55 N Stephanie Ste 100 Henderson NV 89074
Henderson, NV	C1OFMNY LLC	(702) 623-7348	10575 S Eastern Ave Suite 190, Henderson NV 89052
Red Rock, NV	RKC Red Rock, LLC	(702) 846-1089	9901 West Charleston Blvd., Suite #2 Las Vegas, NV 89117
South Strip, NV	RBCW Holdings LLC	(702) 660-0233	7390 S Las Vegas Blvd #115, Las Vegas, NV 89123
Sparks, NV	COOKIE NV 1 LLC	(775) 432-0721	4731 Galleria pkwy, Suite 105 Sparks NV, 89436
UNLV, NV	RBCW Holdings LLC	(702) 323-8005	4700 S Maryland Pkwy, Las Vegas Nevada 89119
New Hampshire			
Concord, NH**	Fort Eddy Rd LLC	(603) 602-8482	90 Fort Eddy Rd, Unit C Concord, NH 03301
Nashua, NH**	DANIEL WEBSTER AND SILVER DR NH LLC	(603) 821-0889	256 Daniel Webster Hwy, Nashua NH 03060

North Nashua, NH**	Amherst and Cellu Dr LLC	(603) 821-0058	2 Cellu Dr, unit 101 Nashua, NH 03063
Portsmouth, NH	DMHINCKS6 GROUP LLC	(603) 821-0889	45 Gosling Rd Ste 5c, Newington, NH 03801
Rochester, NH	DMHINCKS5 GROUP LLC	(603) 403-3508	150 Marketplace blvd, Unit 11, Rochester, NH 03867
Salem, NH**	69 Central St LLC	(978) 237-0124	69 Central Street Unit D Salem NH 03079
West Lebanon, NH**	N Plainfield Rd LLC	(603) 359-3844	254 N Plainfield Rd, West Lebanon, NH 03784
New Jersey			
Brick, NJ**	EJK Cookies Brick LLC	(201) 212-4091	56 Brick Plaza, Brick Township, NJ 08723
Bridgewater, NJ**	EJK Cookies Bridgewater LLC	(908) 270-2259	319 Chimney Rock Rd, Bridgewater, NJ 08807
Cherry Hill, NJ**	Faro 03 LLC	(856) 254-2058	950 Garden Park Blvd, Cherry Hill, NJ 08002
Clark, NJ**	EJK Cookies Clark LLC	(732) 540-1845	1255 Raritan Rd Clark NJ 07066
Hamilton Township, NJ**	Emtiaz, LLC	(609) 659-0693	634 Marketplace Blvd, Hamilton Township, NJ 08691
Holmdel Commons, NJ**	EJK Cookies Holmdel, LLC	(848) 243-0885	2136 NJ-35, Holmdel NJ 07733
Manalapan, NJ**	Faro 01 LLC	(732) 333-8138	55 US Hwy 9 #300, Manalapan, NJ 07726
Mays Landing, NJ**	Faro 04 LLC	609) 837-7797	4300 Black Horse Pike - Suite 216, Mays Landing, NJ 08330
Millville, NJ**	Zola Desserts Union Lake LLC	(856) 300-0469	2180 N 2nd St, Millville, NJ 08332
Morris Plains, NJ**	Longbow 1, LLC	(862) 701-3544	1711 Rt 10 Morris Plains NJ, 07950
Mt. Laurel, NJ**	Emtiaz LLC	(856) 396-8727	32 Centerton Road, Mt. Laurel, NJ 08054
North Brunswick, NJ**	Zola Eats LLC	(732) 640-8555	651 shoppes Blvd North Brunswick, NJ 08902
Ocean, NJ**	Faro 02 LLC	(732) 455-1452	2303 Rt. 66 Ocean, New Jersey 07712
Paramus, NJ**	Dough Buds 3, LLC	(201) 351-7723	210 Rte 4 E Paramus NJ 07652

Piscataway, NJ**	Zola Desserts Piscataway LLC	(908) 274-1069	4931 Stelton Rd #6, South Plainfield, NJ 07080
Princeton, NJ**	Emtiaz LLC	(609) 450-3166	650 Nassau Park Blvd, Princeton NJ 08540
Rockaway, NJ**	Longbow 2 LLC	(862) 397-0911	395 Mt Hope Ave Ste 650 Rockaway NJ 07866
Turnersville, NJ**	Emtiaz LLC Jericho Pacho	856) 210-8584	3501 NJ-42, Unit 190, Turnersville, NJ 08012
Union, NJ	JayTey 1 LLC	(908) 481-9966	1235 W Chestnut St, Unit 5C, Union NJ 07083
Wayne, NJ**	Faro 05 LLC	(973) 587-5065	1591 Alps Road, Wayne, NJ 07470
West Orange, NJ**	Faro 05 LLC	(862) 233-2050	235 Prospect Ave, West Orange, NJ 07052
New Mexico			
Cottonwood, NM	CC Cottonwood, LLC	(505) 357-3640	10420 Coors Bypass NW, Suite 104-B, Albuquerque NM 87114
Farmington, NM	Buddy Bakers LLC	(505) 278-0014	5150 E Main St Farmington NM 87402 Suite 104
Paseo Del Norte, NM**	CC Paseo, LLC	(505) 226-4900	8100 Wyoming Blvd. NE, Suite F-3, Albuquerque, NM 87113
Santa Fe, NM**	CC Santa Fe, LLC	(505) 570-4148	3811 Cerrillos Rd, Santa Fe, NM 87507
New York			
Amherst, NY	Moose & Company Bakeries, LLC	(224) 377-0925	1595 Niagara Falls Blvd. Suite 600 Amherst, New York 14228
Bay Plaza, NY**	W&N-4, LLC	(347) 333-5805	2276A Bartow Avenue, Bronx, New York 10475
Big Tree, NY**	Moosette & Company Bakeries LLC	(716) 412-0466	4154 McKinley Pkwy, Hamburg, New York 14075
Brighton, NY**	Hot Chillies Corp	(585) 666-9924	2780 Monroe Avenue, Suite 206, Rochester, New York 14618
Chelsea, NY	All Rise Company LLC	(212) 930-3826	238 7th Ave. New York, New York 10011
Clifton Park, NY	Brelynn Bromley	(518) 406-6880	22 Clifton Country Rd, Clifton Park NY 12065

Depew, NY**	Moosette & Company Bakeries LLC	(716) 415-5505	4900 Transit Rd. #500 Depew, NY 14043
Dewitt, NY	PURPLE CHILLIES CORP	(315) 400-2332	3405 Erie Blvd E Suite 200 Dewitt, NY 13214
Fairmount, NY**	Cream Chillies Corp	(315) 314-3696	3439 West Genesee Street suite 100, Syracuse, NY 13219, USA
Henrietta, NY	Pink Chillies Corp	(585) 358-0049	100 Marketplace Dr., Suite # 120, Henrietta, NY 14623
Latham, NY	4 Dough Girls LLC	(518) 223-8585	668 New Loudon Road Latham New York 12110
Levittown, NY	Olivia's Cookies, LLC	(516) 421-7111	3601 Hempstead Turnpike Levittown NY 11756
Massapequa, NY	SURI PATEL CORP.	(516) 905-2396	5500 Sunrise Hwy Massapequa NY 11758
Merrick, NY	Three Sweet Teeth Inc.	(516) 893-1869	2104 Merrick Ave, Merrick, NY 11566
Niagara Falls, NY	NIAGARA'S TRULY SCRUMPTIOUS INC.	(716) 469-2944	1575 Military Rd, Niagara Falls, NY 14304
Oceanside, NY	Ashley's Sweets, LLC	(516) 266-9901	3544 Long Beach Rd Oceanside NY 11572
Port Washington, NY	LI Cookies, LLC	(516) 373-2770	101 Shore Road Port Washington NY 11050
Poughkeepsie, NY**	Sugar Chillies corp.	(845) 243-3693	2623 South Road, Suite 20, Poughkeepsie NY ,12601
South Shore Commons, NY	A&R Tarantino, LLC	(718) 568-8674	2965 Veterans Rd W, Staten Island, NY 10309
Stony Brook, NY	Mari Corp.	(631) 706-9723	2184 Nesconset Hwy, Stony Brook, NY 11790, USA
Upper East Side, NY	W&N-1, LLC	(332) 282-5959	1195 3rd Ave, New York, NY 10021
Upper West Side, NY	W&N-2, LLC	(332) 236-9577	305 Columbus Ave, Manhattan, New York, New York 10023
Victor, NY	Rose Chillies Corp	(585) 433-5659	407 Commerce Dr, Suite 500, Victor, NY 14564
West Brighton, NY	Bakendoh, LLC	(718) 316-4288	423 Forest Ave, Staten Island, NY, USA
West Village, NY	All Rise Company LLC	1-646-248-6303	195 Bleecker St., New York, NY 10012

White Plains, NY	W&N-3, LLC Zach Wilson	(914) 215-7775	377 N. Central Ave. Hartsdale NY 10530
Williamsville, NY	BUFFALO COOKIES, LLC	(716) 257-8555	5205 Transit Road, Suite 200, Williamsville NY 14221
Yorktown Heights, NY**	Cinnamon Brothers Yorktown Heights, LLC	(914) 214-1996	3333 Crompond Rd, Ste. 2A, Yorktown Heights, NY 10598
North Carolina			
Apex, NC**	Apex CGH LLC	(919) 249-6874	1105 Pine Plaza Drive, Suite1105, Apex, NC, 27523
Asheville, NC**	Asheville Cookie Boys #2, LLC	(252) 380-7322	1830 Hendersonville Road, Asheville, NC, 28803
Battleground, NC**	Brother Bakers Battleground	(743) 867-4343	3709 Battleground Ave Greensboro, NC 27410
Brier Creek, NC**	Brier Creek Cookies, LLC	(984) 201-1194	8531 Brier Creek Pkwy Ste 115, Raleigh, NC 27617
Burlington, NC	LP Cookie 2 Inc	(336) 278-1501	139 Huffman Mill Road, Unit No. 103 Burlington, NC 27215
Cary, NC**	CARY CGH LLC	(984) 208-6986	Tract 6 Tryon Village, Cary, NC 27518
Chapel Hill, NC**	Chapel Hill Cookies, LLC	(984) 261-2222	133 W. Franklin St., Suite 150, Chapel Hill, NC 27516
Charlotte, NC	Cookies at Piper Glen LLC	(704) 781-8111	7918A Rea Road Charlotte, NC 28277
Charlotte Northeast, NC**	Cole Hegerhorst	ADA - Not available	Charlotte NC
Cotswold, NC**	Cookies of Cotswold, LLC	(704) 444-0765	116 S Sharon Amity Rd. Charlotte, NC 28211
Garner, NC**	Garner Cookies, LLC	(984) 279-7196	162 Shenstone Blvd, Garner, NC 27529
Gastonia, NC**	Cookies of Gastonia, LLC	(704) 228-1230	3125 E Franklin Blvd, Suite 105, Gastonia, NC 28056
Greensboro, NC	Brother Bakers Greensboro LLC	(336) 316-6599	1218A Bridford Parkway Ste 27Greensboro, NC 27407
Hickory, NC	THT Investments LLC	(828) 202-1990	2321 US Highway 70 SE, site E Hickory NC 28602
High Point, NC	LP Cookie 3 INC	(252) 283-0151	1915 N Main St, Suite #107, High Point, North Carolina 27262

Holly Springs, NC	Holly Springs CGH LLC	(919) 355-8909	145 Grand Hill Pl Holly Springs NC 27540
Huntersville, NC	Cookies of Huntersville, LLC	(704) 274-3480	10109 Northcross center suites 130 & 140, Huntersville NC 28708
Kernersville, NC**	Brother Bakers Kernersville LLC	(336) 515-0062	1011 South Main Street, Unit A Kernersville, NC 27284
Lawndale Crossing, NC**	LP Cookie 1 Inc., Nathan	(336) 298-2728	2629 Lawndale Dr. Greensboro, NC 27408
Matthews, NC	Flour Garden, LLC	(980) 245-4663	2217 Matthews Township Pkwy Ste D Matthews, NC 28105
Midtown, NC**	Cookies of Midtown, LLC	(980) 505-8558	337 S Kings Dr, Charlotte, NC 28204
Morrisville, NC	TNT Cookies, LLC	(919) 364-1100	1105 Market Center Dr. Suite 110 Morrisville, North Carolina
NC State, NC**	Osborn Troxel Holdings LLC	(984) 275-3313	2526 Hillsborough Street, Raleigh, NC 27587
Outer Banks, NC	0 Beach Lane, LLC	(252) 573-3366	5385 N Virginia Dare Trl, #4 Southern Shores, NC 27949
Parkside, NC	Osborn Call holdings 2 LLC	(252) 224-8311	1164 Parkside Main St. Cary, NC, 27519
Raleigh, NC	Remire, LLC	(919) 249-1333	2920 Sherman Oak Place Suite 100 Raleigh NC 27609
Six Forks Station, NC**	Six Forks Cookies, LLC	(919) 561-5160	8815 Six Forks Rd, Raleigh, NC 27615
Southpoint NC	Osborn Call Holdings, LLC	(984) 666-1671	8128 Renaissance Pkwy, #113 Durham, NC 27713
Steele Creek, NC	LP Cookie 6 Inc	(803) 619-0191	13551 Steelecroft Parkway, Suite 120 Charlotte, NC 28278
Tallywood, NC**	CJDJ, Inc.	(910) 635-3999	3114 Raeford Road, Suite 240 Fayetteville, NC 28303
University Commons, NC**	Greenville NC University Commons LLC	(252) 597-9336	3040 S Evans Street Greenville NC 27834
Wake Forest, NC**	Wake Forest Cookies, LLC	(919) 263-0584	2815 Rogers Rd, Ste. 101 Wake Forest NC 27587
Westgate, NC	Asheville Cookie Boys, LLC	(828) 365-6543	5 Westgate Parkway #130, Asheville NC, 28806
Wilmington, NC	Mother Snack LLC	(910) 679-6615	311 S College Road #110, Wilmington, NC 28403

Winston Salem, NC	Cookies of Winston-Salem	(336) 448-4794	1033 Hanes Mall Boulevard Winston-Salem, NC 27103
North Dakota			
Bismarck, ND	Pizzookie Bakers LLC	(701) 557-3103	820 43rd NE Avenue Bismarck North Dakota, 58503
Grand Forks, ND	Powell Enterprises	Not Available	3001 Columbia Road Grand Forks ND 58201
Minot, ND**	Ouzounian Sweets LLC	(701) 441-7978	1024 24th Ave. SW. Minot, ND. 58701
West Fargo, ND**	Roma Nu LLC	(701) 997-3879	833 24th Ave. East, Suite J. West Fargo, ND. 58078
Ohio			
Amherst, OH**	Amherst Bakery LLC	(440) 634-1950	8000 Oak Point Rd. Amherst, OH 44001
Anderson, OH	Sweetcinnati LLC	(513) 286-3444	7625 Beechmont Ave Suite B Cincinnati OH 45255
Avon, OH**	Avon Bakery LLC	(440) 517-1609	1813 Nagel Rd., Suite B, Avon, Ohio 44011
Beachwood, OH**	Columbus KE, LLC.	(216) 245-3691	24345 Chagrin Blvd #20 Beachwood OH, 44122
Beavercreek, OH**	Beavercreek Cookie Legacy LLC	(937) 343-4369	2260 G. North Fairfield Rd. Beavercreek, OH 45431
Boardman, OH	TGBTG LLC	(216) 359-3611	453 Boardman-Poland Rd Youngstown Ohio 44512 Unit 105
Canal Winchester, OH**	The Walton Germany Group LLC	(614) 321-8502	6310 Gender Road Canal Winchester, OH 43110
Canton, OH	E&E Ventures, LLC	(234) 262-0782	6791 Strip Avenue NW North Canton OH 44720
Centerville, OH**	Cornerstone Cookie Legacy LLC	(937) 907-6569	4457 Feedwire Road, Centerville, OH 45440
Chillicothe, OH	All 5Gs, LLC	(740) 672-5165	1075 N. Bridge Street, Suite 202 Chillicothe, Ohio 45601
Cuyahoga Falls, OH**	L. Legacy Group II LLC	(216) 354-2866	755 Howe Ave., Cuyahoga Falls, Ohio 44221
Delaware, OH	PRL Cookies Delaware, LLC	(740) 206-8375	820 Sunbury Road, Unit 622, Delaware, OH 43015
Dublin, OH	Highland Cookies Dublin, LLC	(614) 465-3888	6780 Perimeter Loop Road, Dublin OH, 43017

Easton, OH	Everything Chockybobumm LLC	(380) 400-8085	4034 Morse Crossing, Columbus, Ohio 43219
Fairlawn, OH**	Toledo IKA, LLC	(330) 443-1618	3750 W Market St. Fairlawn, OH 44335, Unit G
Grove City, OH**	Priceless Cookies 03 LLC	(380) 666-2727	1747 Stringtown Rd, Suite 1719, Grove City OH 43123
Hamilton, OH**	Hamilton Cookie Connection LLC	(513) 663-6008	3385 Princeton Road, Hamilton, OH 45011
Hilliard, OH**	Priceless Cookies 02 LLC	(380) 888-6055	5466 Westpointe Plaza Dr, Columbus OH 43228
Heath, OH**	Priceless Cookies 04, LLC	(740) 334-4700	963C Hebron Rd, Heath OH 43056
Huber Heights, OH**	Huber Heights Cookie Legacy LLC	(937) 280-3040	8280 OLD TROY PIKE, HUBER HEIGHTS, OH 45424-1056
Kenwood, OH**	Cincy Venture LLC	(513) 239-7977	7747 Kenwood Road, Cincinnati, OH 45236
Lakewood, OH**	Smart Cookie LLC	(216) 200-5580	14210 Detroit Ave, Lakewood OH 44107
Macedonia, OH**	Macedonia Bakery LLC	(234) 206-3438	509 E Aurora Rd. Macedonia, OH 44056
Mason, OH**	Cincy Ventures LLC	(513) 445-4033	5873 Deerfield Blvd, Mason, OH 45040
Mayfield, OH**	Mayfield Sweet, LLC	(440) 459-0209	1241 SOM Center Rd Mayfield Heights, OH
Medina, OH**	Medina Bakery LLC	(330) 461-9922	1124 N. Court St., Medina, OH 44256
Mentor, OH	Mentor Sweet, LLC	(440) 754-0601	9662 Mentor Avenue Mentor, OH 44060
New Albany, OH**	Priceless Cookies 01 LLC	(614) 392-7020	6326 E Dublin Granville Rd, Westerville, Ohio 43081
North Olmsted, OH**	North Olmsted Bakery LLC	(440) 427-4078	25100 Brookpark Rd, North Olmsted, OH 44070
Oakley, OH**	Cincy Ventures LLC	(513) 580-7711	3321 Vandercar Way, Cincinnati, OH 45209
Ontario, OH**	Smart Cookie LLC	(567) 227-2040	994 N Lexington-Springmill Rd Ontario OH, 44906
OSU, OH**	Highland Cookies UA, LLC	(380) 900-8548	1759 Olentangy River Road, Unit 18-B,

			Columbus, OH 43212
Parma, OH**	Smart Cookie LLC	(444) 482-1950	8647 W Ridgewood Dr, Parma OH, 44129
Perrysburg, OH	Daaad Investments LLC	(567) 331-2008	10411 Fremont Pike, Space #4, Perrysburg, OH 43551
Polaris, OH	PRL Cookies Polaris, LLC	(614) 392-7540	1217 Polaris Pkwy Suite B , Columbus, OH 43240
Reynoldsburg, OH**	Highland Cookies Reynoldsburg, LLC	(380) 224-1400	2863 Taylor Road SW, Suite 9 Reynoldsburg OH, 43068
Ridge Park, OH**	Smart Cookie LLC	(440) 253-0310	4824 Ridge Rd Brooklyn OH 44144
Sandusky, OH**	Smart Cookie LLC	(567) 283-7030	4917 Milan Road Sandusky OH, 44870
Streetsboro, OH**	L. Legacy Group, LLC	(330) 299-8299	1280 OH-303, (Streetsboro Crossing-unit 2), Streetsboro, OH 44241
Strongsville, OH**	Strongsville Bakery LLC	(440) 638-1350	16734 Royalton Rd Strongsville OH 44136
Stow, OH**	Stow Bakery LLC	(330) 552-8550	4326 Kent Rd Unit C300, Stow, Ohio 44224
Sylvania, OH	A2 J2 & P, LLC	(567) 408-2899	6710 W. Central Ave., Suite 15, Toledo, OH 43617
Troy, OH**	Cookie Biz Ohio LLC	(937) 552-5295	1801 W. Main St Troy, OH 45373
Washington Township, OH	Germany Holdings LLC	(937) 350-1365	1530 SR 725 Dayton, Oh 45458
West Chester, OH**	Cincy Ventures LLC	(513) 580-7711	7614 Voice of America Center Drive, West Chester, OH 45069
Western Hills, OH**	OH2S, LLC	(513) 362-4665	6173C Glenway Ave, Cincinnati, OH 45211
Willoughby, OH**	Willoughby Bakery, LLC	(440) 306-6869	35535 Euclid Ave #12, Willoughby, OH 44094
Oklahoma			
Broken Arrow, OK	Last Bite, LLC	(539) 600-2093	1340 east Hillside Drive Broken Arrow, OK 74012
Chisholm Creek, OK	OK Confectionary LLC	(405) 463-1802	13004 N Pennsylvania Ave. Oklahoma City, OK 73120

Edmond, OK**	Hot Oven, LLC	(405) 726-1793	925 West I-35 Frontage Rd, Suite 132, Edmond, Oklahoma 73034
Midtown Tulsa, OK**	BITE PALS 5, LLC	(539) 201-1869	5347 E 41st St, Tulsa, OK 74135
Midwest City, OK**	JUST COOKIES, LLC	(405) 299-5569	1740 South Sooner Road, Oklahoma City, OK, 73115 USA
Moore, OK**	The OK Cookie Guys, LLC	(405) 300-0255	660 SW 19th St Suite E, Moore, OK 73160
Norman, OK**	Oven Love'n LLC	(405) 701-6692	1607 24th Ave NW Norman, OK 73069
North May, OK**	Iconic Weekly LLC	(405) 500-7950	6315 N May Ave, Suite B, Oklahoma City, OK, 73112
NW Rockwell, OK**	ICONIC WEEKLY LLC	(405) 281-4690	7000 Northwest Expy Ste A Oklahoma City, OK 73132
Owasso, OK**	Best Bite 3, LLC	(539) 444-0833	9002 North 121st East Avenue Suite # TBD Owasso, OK 74055
South Memorial, OK	The Kelsey Group, LLC	(539) 842-0969	7890 E. 106th Place S. Tulsa, OK 74133, Ste V06
71st Street, OK**	Best Bite 4, LLC	(539) 399-1211	11011 East 71st Street Unit 2 Tulsa OK 74133
Tulsa Hills, OK**	Last Bite 2, LLC	(918) 417-6906	7336 South Olympia Avenue D-30 Tulsa OK, 74132
Yukon, OK**	Baking Sheet, LLC	(405) 805-3380	1680 Garth Brooks Blvd Ste 100 Yukon, OK 73099
Oregon			
Albany, OR**	2SWEET ALB, LLC	(541) 248-1218	2500 Santiam Highway SE, Albany, OR 97322
Beaverton, OR	THE ALLER GROUP BEAVERTON LLC	(503) 985-6934	2725 SW Cedar Hills Blvd STE 122 Beaverton, OR 97005
Bend, OR	2SWEET BEND, LLC	(541) 316-5345	63455 North Highway 97, Suite 56 Bend, OR 97703
Cascade Station, OR	Rom Enterprises, INC.	(971) 380-4334	9721 NE Cascades Parkway, Suite S-5D0, Portland, OR 97220
Clackamas, OR	Pockets Smitty One, LLC	(503) 583-8500	8946 SE Sunnyside Rd Clackamas, OR 97015
Eliot, OR**	Rom Enterprises, Inc.	(971) 229-4960	3346 N Vancouver Ave Portland, OR 97227

Eugene, OR	2Sweet LLC	(541) 246-6565	207 Coburg Rd Eugene Ste. 107, OR 97401
Lake Oswego, OR	NO E LLC	(503) 673-1667	4835 Meadows Rd S Lake Oswego, OR 97035
Medford, OR	Medford Bakery, LLC	(541) 292-5653	1250 Biddle Rd. Suite H Medford, OR 97504
Progress Ridge, OR	NO E LLC	(971) 317-9412	14900 SW Barrows Road Space 104 Beaverton, Oregon 97007
Roseburg, OR**	2SWEET ROS, LLC	(541) 671-5512	1500 NW Mulholland Drive, Ste 105, Roseburg, OR 97470
Salem, OR	PINKY'S SALEM BAKERY LLC	(503) 877-1502	717 Lancaster Dr. NE Salem, OR 97301
Sherwood, OR	NO E LLC	(971) 979-0001	21260 SW Langer Farms Parkway, Suite 110, Sherwood, OR 97140
South Salem, OR	Matthew Dallmann	(503) 610-3969	South Salem OR 97306
Tanasbourne, OR	THE ALLER GROUP TANASBOURNE LLC	(971) 220-8199	2251 NW 185th Ave, Hillsboro OR 97124
West Linn, OR**	Duckcity LLC	(503) 406-8940	21900 Willamette Drive, Suite 206, West Linn, Oregon 97068
Wilsonville, OR	NO E LLC	(971) 364-0006	8249 SW Wilsonville Road, Suite B Wilsonville, OR 97070
Pennsylvania			
Altoona, PA	MJJ Innovations LLC	(814) 900-7987	190 Falon Lane Altoona, PA, USA
Bensalem, PA**	Bensalem Dessert Corp	(267) 563-8017	200 Rock Hill Dr Bensalem PA 19020
Bethel Park, PA**	S2E III LLC	(412) 947-1800	2401 South Park Road, Bethel Park, PA 15102
Blue Bell, PA**	JJAB Royersford LLC	(610) 314-0369	970 Dekalb Pike suite 240, Blue Bell, PA 19422
Broadcasting Square, PA**	Chilled Sugar, LLC	(484) 258-1102	2779 Papermill Road Reading PA 19610
Broomall, PA	Broomall Vortex, LLC	(484) 451-8411	1991 Sproul Rd. Unit 42B Broomall, PA 19008

Chambersburg, PA**	THE BROS OF DOUGH III LLC	(717) 414-4563	514-540 Gateway Avenue, Chambersburg, PA 17201
Cranberry Township, PA	S2E I LLC	(878) 252-2200	1691 Route 228 Suite E, Cranberry Township, Pennsylvania 16066
Dickson City, PA**	LP Cookie 4 Inc.	(272) 203-4697	700 Commerce Blvd. Dickson City PA 18519
Peach Street, PA**	Cool Brands Group, Inc.	(814) 220-6935	1930 Douglas Parkway, Erie, PA, USA
Exton, PA**	CNH Group Exton, LLC	(484) 876-1166	126 Woodcutter St., Suite 100, Exton PA 19341
Glen Mills, PA**	Ferda Boyz LLC	(610) 750-9177	1751 Wilmington Pike Suite Glen Mills, PA 19342
Harrisburg, PA**	Yarbrough Cookie Co. Harrisburg LLC	(717) 461-8557	4635 High Pointe Blvd, Harrisburg, PA 17111
Jenkintown, PA**	CNH Group Jenkintown LLC	(267) 536-5131	1595 The Fairway, Jenkintown PA 19046
Main Line, PA**	Wynnewood Vortex, LLC	(484) 297-2214	50 E Wynnewood Road Wynnewood Pennsylvania, 19096
Mechanicsburg, PA**	Yarbrough Cookie Co Mechanicsburg LLC	(717) 516-0777	6416 Carlisle Pike #1400, Mechanicsburg, PA 17050
Monaca, PA**	MD STRATEGIES, LLC	(201) 201-0029	90 Wagner Rd Suite B, Monaca, PA 15061
Monroeville, PA**	MD STRATEGIES, LLC	(412) 357-8845	4158 William Penn HWY Monroeville PA 15146
Newtown, PA**	Bensalem Dessert Corp	(267) 753-0129	2829 South Eagle Rd. Newtown, PA 18940
North Fayette, PA**	S2E II, LLC	(724) 213-2047	306 McHolme Dr., Pittsburgh, PA 15275
Northampton Crossings, PA	Entity Name (Not listed)	(484) 292-4032	3712-3 Nazareth Rd, Easton, PA 18045
North Huntingdon, PA	Cool Brands Group, Inc.	(412) 763-0942	648 Mills Drive, North Huntingdon, PA 15642

Northway, PA**	MD STRATEGIES, LLC	(412) 939-7177	6300 Northway Mall Dr, Pittsburgh, PA 15237
Oaks, PA**	JJAB OAKS LLC	(484) 996-1333	1570 Egypt Road, Suite 110, Phoenixville, PA 19460
Queensgate, PA**	DNA York South, LLC	(223) 848-8283	2073 Springwood Road York, PA 17403
State College, PA**	The Bros of Dough II LLC	(814) 826-3699	19 Colonnade Way, State College, PA 16803
Trainer's Station, PA**	JJAB Quakertown LLC	(267) 379-8211	200 N. West End Blvd, Quakertown, PA 18951
Warrington, PA**	Bensalem Dessert Corp	(267) 328-4931	425 Easton Road Warrington PA 18976
Washington, PA**	Jab Legacy LLC Jadon Niederhauser (Blue) Nathan Elam	(724) 350-8508	92 Trinity Point Dr Washington Pennsylvania 15301
Wayne, PA**	Gateway Vortex, LLC	(484) 393-2525	125 E Swedesford Road, Unit 297 Wayne Pennsylvania, 19087
West Manchester, PA**	DNA West Manchester, LLC	(223) 848-6868	415 Town Center Drive Suite 8914 York PA 17408
Williamsport, PA**	The Bro's of Dough LLC	(570) 666-1120	1875 East Third Street, Williamsport, PA 17701 Unit 22
Puerto Rico			
Bayamon, PR	J&N Sweet's LLC	939-320-4158	1500 Ave. Comerío Bayamón, PR 00961
Caguas, PR**	J&N Sweet's LLC	(787) 476-9586	PR-196, Caguas, Puerto Rico
Guaynabo, PR	J&N Sweet's LLC	(939) 333-5191	1498 Ave. Roosevelt, Plaza Caparra Local 14, Guaynabo, PR 00968
Rhode Island			
Cranston, RI	Cranston Cookies, LLC	(401) 868-1269	4000 Chapel View Boulevard, Ste 100 Cranston, RI 02920
East Greenwich, RI	Above the Line Greenwich LLC	(401) 317-2022	1000 Division Street, East Greenwich, RI 02818

Smithfield, RI	Smithfield Cookies, LLC	(401) 249-6002	371 Putnam Pike Smithfileld, RI 02917
South Carolina			
Aiken, SC**	Aiken Vortex LLC	(803) 262-2145	250 East Gate Drive, Unit #6 Aiken SC 29803
Anderson, SC	Cookie Consultants of Anderson, LLC	(864) 375-4587	3501 Clemson Blvd, Suite 10, Anderson, Sc 29621
Easley, SC	Flour Garden, LLC	(864) 523-4488	225 Rolling Hills Circle, Suite C Easley, SC 29640
Florence, SC**	H&J Ventures, INC	(803) 715-4340	250 N Beltline Dr Florence South Carolina 29501
Forest Acres , SC	Finn Cookies, LLC	(803) 832-1551	4605 Forest Dr Unit D Suite 3, Forest Acres, SC 29206
Greenville, SC	Flour Garden, LLC	(864) 881-2250	1118-B Woodruff Road, Greenville, SC 29607
Greer, SC**	Flour Garden, LLC	(864) 416-4699	1128 W. Wade Hampton Blvd. Greer, SC 29650
Harbison, SC	East Wing Ventures, LLC	(803) 756-3632	7467 St Andrews Rd, Irmo, SC 29063 Unit 7
Hilton Head Island, SC	7 Beach Lane, LLC	(843) 938-4005	36 Shelter Cove Lane Suite 171-A, Hilton Head Island, SC 29928
Indian Land, SC**	Cookies of Indian Land, LLC	(803) 232-9839	7756 Charlotte Hwy #102, Indian Land, SC 29707
Lexington, SC	Flour Garden, LLC	(803) 756-3294	5135 Sunset Blvd. Lexington SC 29072
Mt Pleasant, SC	Sweet by Design Mt Pleasant LLC	(843) 284-7192	1500 N Highway 17, Mt Pleasant SC 29464
Myrtle Beach, SC	H&J Ventures Inc.	(843) 582-0333	106 Sayebrook Pkwy Suite 5, Myrtle Beach, SC, 29588
Simpsonville, SC	Flour Garden, LLC	(864) 881-2684	702 Fairview Rd. Suite 103 Simpsonville, SC 29680
Spartanburg, SC**	Flour Garden, LLC	(864) 485-9339	117 E. Blackstock Rd. Spartanburg, SC 29301

Summerville, SC	Sweet by Design Summerville LLC	(843) 900-0622	214 Azalea Square Blvd, Summerville, SC 29483
Tega Cay, SC	Cookies of Fort Mill, LLC	(803) 402-4626	2435 Hwy 160, Suite 108, Tega Cay SC 29708
South Dakota			
Rapid City, SD	Berry Stokes Rapid City, LLC	(605) 291-4040	1745 Eglin St, Suite 440 Rapid City, South Dakota 57701
Dawley Farm, SD**	Berry Stokes Dawley Farms LLC	(605) 291-4040	820 South Highline Place, Sioux Falls, SD 57110
41st Street, SD	Berry Stokes Sioux Falls, LLC	(605) 305-4018	4027 W 41st St, Sioux Falls, SD 57106
Tennessee			
Antioch, TN**	Andrew's Eats INC	(615) 326-9415	4060 Cane Ridge Parkway, Antioch TN 37013
Brentwood, TN	Hiatt Bakes Brentwood, LLC	(615) 267-3161	330 Franklin Road suite 140A Brentwood, TN 37027
Chattanooga, TN	Celestial Creations LLC	(423) 225-6001	8021 East Brainerd Road, suite 103 Chattanooga, TN 37421
Clarksville, TN**	HWPB3 LLC	(931) 378-8168	2300 Wilma Rudolph Blvd Clarksville TN 37042
Cleveland, TN	Celestial Creations Cleveland, LLC	(423) 244-0430	615 Paul Huff Parkway, Suite 106, Cleveland TN 37312
Clinton Hwy, TN**	Getz Food Group, LLC	(865) 512-6162	6672 Clinton Hwy, Knoxville TN 37912
Collierville, TN**	Hiatt Bakes Collierville LLC	(901) 625-4506	1337 W. Poplar Ave., Collierville, TN 38017
Cookeville, TN	Christina Berry	(423) 445-8880	1177 Sams St, Cookeville, TN, 38506 (Pending Location approval)
East Memphis, TN**	Hiatt Bakes, Mendenhall, LLC	(901) 410 - 1950	711 South Mendenhall Road Memphis TN 38117
Franklin, TN	Hiatt Bakes Franklin LLC	(615) 422-7722	539 Cool Springs Blvd Ste 110-A Franklin, TN 37067

Gallatin, TN**	61-58 Inc	(615) 989-0337	1483 Nashville Pike, Ste, 503, Gallatin, TN 37066
Germantown, TN**	Hiatt Bakes Germantown, LLC	(901) 468-4076	7615 West Farmington Boulevard, Suite 22, Germantown, Tennessee 38138
Hendersonville, TN	CC Hendersonville LLC	(615) 912-9009	280 Indian Lake Blvd Ste 110, Hendersonville, TN 37075
Hermitage, TN	CC Hermitage LLC	(615) 475-5005	5570 Old Hickory Blvd, Suite 104, Hermitage, TN 37076
Hillsboro Village, TN	MCAKC INC	(615) 422-7774	1720 21st Avenue S, Nashville, TN 37212
Hixson, TN**	Celestial Creations Hixson, LLC	(423) 243-0209	5513 Highway 153, Hixson, TN 37343
Jackson, TN	Sweet Life Enterprises, Inc	(731) 298-0910	1319 Union University Drive, Unit E, Jackson, TN 38305
Johnson City, TN	Dessert Ventures TN LLC	(423) 302-0927	1914 N Roan St #105, Johnson City, TN 37601
Maryville, TN**	Getz Food Group, LLC	(865) 288-9969	1631 Charlottesville, Blvd, Knoxville, TN 37922
Morristown, TN**	1230 Merchant LLC	(865) 212-0296	4357 Erica Greene Circle, Suite 5, Morristown TN, 37814
Mt. Juliet, TN	CC Mt Juliet LLC	(615) 433-5669	401 S. Mt. Juliet Rd. Suite 247, Mount Juliet, TN 37122
Murfressboro, TN	CC Murfreesboro LLC	(615) 551-2160	2839 Medical Center Parkway Murfreesboro, Tennessee 37129
Nashville West, TN	Sweet Dream INC	(629) 236-2123	6706 Charlotte Pike Ste C Nashville TN, 37209
Pigeon Forge, TN**	1230 Proficient LLC	(865) 326-8690	2655 Teaster Lane Suite 245, Pigeon Forge, TN 37863
Smyrna, TN**	HWPB1 LLC	(615) 625-2447	817 Industrial Blvd SPC #900 Smyrna Tennessee, 37167
Spring Hill, TN**	HWPB2 LLC	(931) 674-1199	4935 Main St STE 9, Spring Hill, TN 37174
Turkey Creek, TN**	Getz Food Group, LLC	(865) 896-3435	11055 Parkside Dr, Knoxville, TN 37934
Texas			

7th Street, TX	FORT WORTH LEGACY PARTNERS, L.L.C	(682) 285-2798	2300 W 7th Street Fort Worth, TX 76107
114th, TX**	H&B West Texas Enterprises LLC	(806) 370-1442	114th & Slide, Lubbock, TX 79424
Abilene, TX	Cookie Trio, LLC	(325) 244-7687	3550 S Clack St Abilene, Texas 79606
Addison, TX	14 Six of Addison LLC	(469) 825-3974	14891 Preston Rd, Ste. 100, Dallas TX 75254
Alamo Ranch, TX**	Texas2S, LLC	(830) 346-1314	5531 W Loop 1604 N, Suite 111San Antonio TX 78253
Aliana, TX	Danary Food Group, LLC	(346) 322-1096	10445 West Grand Parkway South, Suite 130, Richmond, Texas 77407
Allen, TX	Vozzby Kasvataan of Allen, LLC	(469) 290-5993	845A W Stacy Road, Suite 140 Allen, TX, 75013
Amarillo, TX	H&B Amarillo 1, LLC	(806) 223-0332	3562 S Soncy Rd, Ste # 341 Amarillo, TX 79119
Baytown, TX**	Baytown Legacy Partners, LLC	(281) 421-2566	8824 N. SH 146, Suite 100, Baytown, TX 77523
Beaumont, TX**	JP Legacy Partners, LLC	(409) 240-0023	4036 Dowlen Road, Ste. A, Beaumont, Texas 77706
Bee Cave, TX**	Delicious Dimensions, LLC	(737) 260-3030	NWQ Hwy 71 & Ranch Road 620, Bee Cave, Texas 78738
Bellaire, TX	Cookie Mogul, LLC	(281) 937-2100	5103 Bellaire Blvd ste 140 Bellaire, TX 77401
Brooks, TX**	TX2S B, LLC	(210) 263-1402	7511 South New Braunfels Ave. San Antonio, TX 78235
Brownsville, TX	De Fig's Brownsville, llc	(956) 374-4596	4345 N Exp 77/83 Suite D-200, Brownsville, Texas 78520
Bryant Irvin, TX**	FW Bryant Irving, Protected Series 3	(682) 348-4729	4849 Bryant Irvin Rd Fort Worth, TX 76132

Burleson, TX	BradPhil Corp	(682) 200-3423	140 Northwest John Jones Drive, #108 Burleson, Texas 76028
Castle Hills, TX**	Infitely Young, LLC	(972) 662-8868	4770 TX-121 Suite 150 Lewisville TX, 75056
Cedar Hills, TX	Cedar Hill TX	(469) 780-2725	428 E FM 1382 Suite C, Cedar Hill TX 75104
Cedar Park, TX**	JJS Cedar Park Cookies, LLC	(512) 337-2914	1335 E Whitestone Blvd Suite H4B, Cedar Park, TX 78613
Champions, TX	Champions Bakers LLC	(281) 631-5819	8675 Spring Cypress Rd, Spring, TX 77379
Chisholm Trail, TX	Tinsmith Sugar Fort Worth LLC	(682) 207-3697	9613 Ten Gallon Drive, Fort Worth TX 76123
Cinco Ranch, TX	Delicious Flavor LLC Jonathan Rogers Marie Rogers Holleman Jordan Magleby	(281) 937-4101	23730 Ste. J Westheimer Parkway Katy, TX 77494
College Station, TX	Baking Memories LLC	(682) 207-3697	11655 FM 2154 Suite 150, College Station Texas 77845
Conroe, TX**	Flour Power of Texas, LLC	(936) 249-2061	351 S Loop 336 W, Conroe, TX 77304
Cypress, TX	JMC Cypress LLC	(281) 694-4220	28610 US-290 Ste F-15, Cypress, TX 77433
Denton Town Center, TX**	Delicious Dimensions, LLC	(940) 220-8054	1719 S Loop 288 Rd, A104 Denton TX 76205
Eastlake, TX**	Eastlake Cookie Company, LLC	(915) 229-4411	13391 Gateway Blvd W El Paso, Texas 79928
Eldridge, TX**	Cookie Mogul V LLC Raja Nasir	(281) 407-0659	1531 Eldridge Pkwy Ste 190 Houston TX 77077
Euless, TX**	BCML COOKIE EULESS, LLC	(682) 503-1284	3001 TX-121 #278, Euless, TX 76039
Flower Mound, TX	Infitely Young, LLC	(469) 240-1038	2550 Cross Timbers Road, Flower Mound, TX 75028
Forney, TX**	Guymon DFW Partners LLC	(469) 505-3637	823 FM 548, Suite 120, Forney, TX 75126
Four Points, TX**	Delicious Dimensions, LLC	(737) 219-8427	7900 N FM 620 Austin Texas, 79726

Frisco, TX	Vozzby kasvataan of Frisco, LLC	(469) 592-6335	New Legacy Drive and Eldorado Parkway Frisco Texas, 75034
Garland, TX	D & T Cookies LLC	(469) 750-0748	5345 N Garland Avenue, Ste. 310 Garland, TX 75040
Georgetown, TX	Delicious Dimensions LLC	(512) 630-0363	1013 W University Ave, Unit 130, Georgetown, TX 78628
Grand Prairie, TX	BCML COOKIE GRAND PRAIRIE, LLC	(682) 777-4658	5248 S State Hwy 360, Grand Prairie, TX 75052
Hudson Oaks, TX**	Weatherford Main, Protected Series 1	(682) 294-1834	2970 Fort Worth Highway, Suite 200, Hudson Oaks, Texas 76087
Humble, TX	Phillip's Cookie Creations, LLC	(281) 937-2255	7072 FM 1960 East #3 Humble, Texas 77346
Huntsville, TX**	Huntsville Legacy Partners, LLC	(936) 278-1169	152 Col. Etheredge Blvd., Suite 402, Huntsville, 77340
Hurst, TX**	Cookie Pipeline LLC	(210) 985-4946	1306 W Pipeline Road, Hurst TX, 76053
Irving, TX	Irving Desserts LLC Shiva Ravikumar Deepika Mudaliar	(469) 482-9013	7707 N MacArthur Blvd Suite 140, Irving, TX 7506
Killeen, TX**	H. Lee Dimensions, LLC.	(254) 698-1560	201 E Central Texas Expressway, Suite 1340, Harker Heights, TX 76548
Kyle, TX	Delicious Dimensions, LLC	(737) 338-8698	5401 Farm to Market 1626 Ste 400, Kyle, TX 78640
Lake Highlands, TX	14 Six of Timber Creek LLC	(469) 342-1499	6186 Retail Rd. Suite 110 Dallas, TX 75231
Lakepointe, TX	Lewisville Desserts LLC	(682) 651-7111	717 Hebron Pkwy Ste 120, Lewisville, TX 75057
Laredo, TX	AAYAN COOKIES LLC	(956) 415-0015	7709 McPherson Rd. Suite 103b, Laredo Tx, 78045
League City, TX**	Pukka Lodging Group LLC	(281) 916-0043	1620 FM646 F League City, TX 77573
Legacy Drive, TX**	Guymon DFW Partners LLC	469) 795-8008	7000 Independence Pkwy, Suite 104C Plano, TX 75025
Longview, TX	Longview Pink Co, LLC	(430) 215-3144	3098 N Eastman Rd. Longview TX 75605

Lubbock, TX	H&B Lubbock INC	(806) 318-2444	6076 Marsha Sharp Freeway #450Lubbock, TX 79407
Lufkin, TX	Lufkin Pink Co, LLC	(936) 299-4141	4505 S Medford Dr Suite #313, Lufkin, TX 75901
Magnolia, TX	Chasing Thyme, LLC	(281) 789-8372	33020 FM 2978 #521 Magnolia TX 77355
Mansfield, TX	BCML COOKIE MANSFIELD, LLC	(817) 779-4775	1530 E. Debbie Ln. #128 Mansfield, TX 76063
Marina, CA**	Long Beach Cookies, LLC	(562) 247-4400	6471 Pacific Coast Hwy, Long Beach, CA
McAllen, TX	Just The Figs LLC	(956) 316-6854	7600 N 10th St McAllen, TX 78504
McKinney, TX	Vozzby Kasvataan of McKinney, LLC	(469) 715-5983	3194 University Dr Suite #200, McKinney, TX 75071
Memorial, TX**	The Kelsey Group, LLC	(281) 616-7174	9774 Katy Freeway Ste. 400 Houston, TX 77055
Mesquite, TX**	D&T Cookies LLC	(469) 290-2965	1515 N Town East Blvd, Suite 110 Mesquite TX, 75150
Midland, TX	S&T LLC	(432) 237-0380	4400 Midland Dr. Suite 501, Midland TX 79707
Midcounty, TX**	Mid County Legacy Partners, LLC	(409) 344-5569	1605 South Highway 69, Nederland, TX 77627
Mission, TX**	De Fig's Sharyland, LLC	(956) 997-5260	2505 E. Exp. 83 Ste 400, Mission, Texas 78572
New Braunfels, TX**	TX2S NB, LLC	(210) 435-9227	2180 TX-46 STE 102 New Braunfels TX 78132
New Caney, TX**	Angela’s Cookie Creations, LLC	(210) 964-7598	12073 N Grand Parkway East New Caney, Texas 77357
North Richland Hills, TX**	NRH Precinct Protected Series	(682) 593-1041	8183 Precinct Line Rd, North Richland Hills, TX 76182
Oak Forest, TX**	Cookie Mogul III, LLC	(281) 925-7264	1214 W. 43rd St. ste 400 Houston TX 77018
Odessa, TX	S&T Odessa LLC	(432) 248-0116	4925 E 42nd Street, Suite C, Odessa, TX 79762
Pasadena, TX**	Pukka Lodging Group LLC	(832) 553 0015	5765 Fairmont Parkway suite 100 Pasadena Texas 77505
Pearland, TX**	Pukka Lodging Group LLC	(281) 549-1960	11041 Shadow Creek Parkway, Pearland, TX 77584

Pearland Parkway, TX**	Delicious Flavor LLC	(281) 816-9550	2550 Pearland Parkway, Suite 150, Pearland, TX 77581
Pebble Hills, TX**	Pebble Hills Cookie Company, LLC	(915) 455-0583	14011 Pebble Hills Suite 107, El Paso, TX 79938
Pflugerville, TX	Chef'ers, LLC	(512) 649-4770	18817 Limestone Commercial Dr UNIT 200, Pflugerville, TX 78660
Plano, TX	PLANO LEGACY TEAM, L.L.C.	(469) 200-6537	6100 W Park Blvd Suite 150, Plano, TX 75093
Preston Hollow, TX	The Dale at Preston Hollow LLC	1-210-791-0122	4347 W Northwest Hwy, Suite 160 Dallas TX, 75220
Prosper, TX**	Vozzby Kasvataan of Prosper LLC	(469) 382-9920	220 S Preston Rd, Suite 10, Prosper TX 75078
Quarry, TX**	TX2S Q, LLC	(210) 699-4993	255 E Basse Road, Suite 152, San Antonio, TX 78209
Rayzor Ranch, TX**	Delicious Dimensions, LLC	(940) 331-0577	2907 W University Dr Denton TX, 76201
River Oaks, TX**	Cookie Mogul IV LLC	(281) 886-8856	2036 Westheimer Ste B, Houston, Texas 77098
Rockwall, TX**	D&T Cookies LLC	(469) 264-5180	951 E I-30 Suite 105 Rockwall Texas 75087
Round Rock Crossing, TX**	Phatbros Cookies, LLC	(512) 425-4103	3021 S IH 35 Frontage Road, Suite 140, Round Rock, Texas 78664
Rowlett, TX**	Rowlett Cookies, LLC	(469) 314-2030	3001 Lakeview Parkway STE 102 Rowlett TX 75088
San Angelo, TX	SO & EO, LLC	(325) 939-8261	5651 Sherwood Way Suite 107, San Angelo, TX 76904
San Antonio, TX	SRL WORLDWIDE HOLDINGS, LLC	(210) 741-6193	11619 Bandera Rd, Suite 103 San Antonio TX 78250
Sherman, TX**	Guymon DFW Partners LLC	(903) 375-9990	4114 N. Hwy 75, Suite 300 Sherman TX 75090
Silo District, TX**	Elite Property Group LLC	(254) 218-5155	922 S 10th Street #210 Waco TX 76706
South Lake, TX	SOUTHLAKE LEGACY PARTNERS, L.L.C	(817) 601-8162	1516 E Southlake Blvd Southlake, TX 76092

Southpark Meadows, TX	SOUTHPARK COOKIES, LLC	(512) 649-4555	9600 Interstate 35 South, Suite 31, Austin, TX 78748
South Rim, TX**	TX2S Rim, LLC	(726) 202-2147	5311 N. Loop 1604 W., San Antonio, TX 78249
Spring, TX	Delicious Flavor LLC	(346) 298-0326	20614 I-45, Spring, TX 77373
Stone Oak, TX	SRL WORLDWIDE HOLDINGS, LLC	(210) 864-0757	20821 US HWY, Suite 19 San Antonio TX, 78258
Sugar Land, TX**	JRC Sugarland, LLC	(346) 767-0369	2735-E Town Center Blvd N. Sugar Land TX, 77479
Sunset Valley, TX	SUNSET VALLEY COOKIES LLC	(512) 649-4488	5207 Brodie Lane unit #110, Austin, TX 78745
Tehama Ridge Parkway, TX	Tehama Ridge Shake and Bake LLC	(682) 514-9970	9017 Tehama Ridge, Fort Worth, TX 76177
Temple, TX**	H. Lee Dimensions, LLC.	(254) 677-7474	6768 W. Adams Ave, Temple, Tx 76502
Texas Live, TX**	*BCML COOKIE TEXAS LIVE, LLC*	(210) 268-0436	2100 N Collins St Arlington, TX 76011
The Forum, TX**	TX2S F, LLC	(830) 420-6099	8380 Agora Pkwy Ste 140, Selma, Texas 78154
Towne Lake, TX	TR2 Town Lake, LLC	(346) 278-2112	9915 Barker Cypress Rd. Ste. 155 Cypress, TX 77433
Tyler, TX	Tyler Cookie Co. LLC	(430) 201-6110	8982 S Broadway Ave Suite #110 Tyler, TX 75703
Victoria, TX**	The Cookie Guys LLC	(361) 579-2599	8806 N Navarro St, Suite 100, Victoria, TX 77904
Waco, TX	Platinum Management LLC	(254) 265-7278	2400 W loop 340 #10, Waco TX 76711
Waxahachie, TX	Threedads, LLC	(469) 527-9235	1620 N Hwy 77 Suite #400, Waxahachie, TX 75165
Weslaco, TX**	De Fig's Weslaco, LLC	(956) 332-1053	915 E IH 2 Ste 600, Weslaco, Texas 78596
Westchase, TX**	Delicious Flavor LLC	281) 994-9690	11660 WESTHEIMER RD, SUITE 119, HOUSTON, TEXAS 77077
Westover Village, TX	Frosted Bakers LLC	(682) 348-5850	677 Sherry Lane Fort Worth TX 76116

West Towne, TX	West El Paso Cookie Company LLC	(915) 642-7023	6450 Desert Blvd. North, Building E, Suite 103, El Paso, TX 79912
Wichita Falls, TX	Sweet Sibs Falls LLC	(940) 249-5943	3201 Lawrence Rd, Suite 530, Wichita Falls, TX 76308
Woodlands, TX**	RJC Woodlands, LLC	(936) 777-6912	9595 Six Pines Drive, Suite 1075, The Woodlands, TX 77380
Wylie, TX	Guymon DFW Partners LLC	(469) 440-9004	809 Woodbridge Parkway, Suite 400, Wylie, TX 75098
Yale, TX**	Cookie Mogul II, LLC	(832) 696-0105	174 Yale St, Houston, TX 77007
Utah			
American Fork, UT	BBN 2 Ventures, LLC	(801) 609-1992	586 N 900 W American Fork, Utah 84003
Bountiful, UT	BTHUB, LLC	(385) 399-9899	463 S Main Street Bountiful, Utah 84010
Brigham City, UT	JACL Group, LLC	(435) 339-0101	725 W 1200 S Unit B, Brigham City, UT 84302
Cedar City, UT	JMD Cookies, LLC	(435) 383-2400	1233 Sage Drive Cedar City, Utah 84720
Centerville, UT	CVHUB, LLC	(385) 200-2179	356 Market Place Dr, Centerville, UT 84014
Cottonwood Heights, UT	MASSV Cottonwood, LLC	(385) 246-1004	1844 Fort Union Blvd Cottonwood Heights, Utah 84121
Draper, UT	Queen's Draper, LLC	(385) 237-1430	1223 Draper Parkway Draper, Utah 84020
Heber, UT	P&E Hogan-Utah LLC	(435) 709-2623	75 W 1000 S, #500 Heber City, 84032
Layton, UT	Farr Bakeries, LLC	(801) 252-5991	448 W. Antelope Dr Layton, Utah 84041
Lehi, UT	B3 Ventures Lehi, LLC	(801) 823-1272	1820 W. Traverse Parkway Lehi, Utah 84043
Logan, UT	L&L Food Services of Logan LLC	(435) 363-9997	1309 N Main St. Logan UT 84341
North Ogden, UT**	Blake Parrish	(385) 205-8046	2566 North 400 East North Ogden, 84414
Orem, UT	Quel Bakes, LLC	(801) 939-0433	160 E University Pkwy Ste G, Orem, UT 84058
Payson, UT	CC Pace, LLC	(385) 404-0158	855 Turf Farm Rd Suite G Payson UT 84651

Pleasant Grove, UT	BBN VENTURES Lindon, LLC	(801) 609-1960	2135 W State Rd 450 S, Ste A, Pleasant Grove, UT 84062
Provo, UT	Chef'ers, LLC	(801) 823-1544	152 W 1230 N St Provo, Utah 84604
Riverton, UT	MASSV Riverton, LLC	(801) 747-9970	2778 West 12600 South Riverton, Utah 84065
Saint George, UT	Saint George cookies LLC	(435) 272-4238	1333 Auto Mall Dr, Ste 307 Saint George UT 84790
Salt Lake City, UT	MASSV Salt Lake, LLC	(385) 501-1777	675 East 2100 South Salt Lake City, Utah 84105
Saratoga Springs, UT	Pink Aprons LLC	(801) 823-1630	24 Pioneer Crossing Saratoga Springs, Utah 84045
Spanish Fork, UT	CC Fork, LLC Amberlee Cloward	(385) 448-1137	694 N 900 E Unit 102, Spanish Fork, Utah 84660
Tooele, UT	Sweet Tastings, LLC	(435) 728-2025	1351 N. Main ST Tooele, UT, 84074
Ogden, UT	Blake Parrish Jill Parrish	(801) 695-4054	809 West Riverdale Road Ste. E, Riverdale, UT 84405
West Jordan, UT	MASSV West Jordan, LLC	(385) 434-3777	7626 Campus View Dr #130 West Jordan, UT 84084
West Valley, UT	MASSV West Valley, LLC	(385) 388-8325	3515 West 3500 South West Valley City, UT 84119
Vermont			
Williston VT**	Market St and Holland LLC	(802) 209-8747	129 Market St. Suite 3 Williston, VT 05495
Virginia			
Ashburn, VA	J&D Partners, LLC	(571) 491-4084	44110 Ashburn Village Blvd Ashburn, VA 20147
Blacksburg, VA**	Gard Holdings, LLC	(540) 527-8697	876 Price Fork Road, Blacksburg, VA, 24060
Bon Air, VA	PeloFen LLC	(804) 302-0162	2003 Huguenot Rd Suite 104 Richmond, VA 23235
Bristol, VA	Dessert Ventures VA LLC	(276) 268-2729	10007 Dominion Place, Bristol, VA 24202
Bristow, VA**	Beach Lane LLC	(571) 358-8925	9942 Sowder Village Square, Manassas, VA 20109
Chantilly, VA**	2 Beach Lane LLC	(571) 353-3365	14337 Newbrook Dr, Suite #503, Chantilly, VA 20151

Charlottesville, VA	P.E.T., LLC	(434) 481-5088	121 Community St #27, Charlottesville, VA 22911
Colonial Heights, VA	Cookie Cooks 01 LLC	(385) 388-8325	707 South Park BLVD. Suit 4 Colonial Heights Virginia 23834
Fair Lakes, VA**	PWT Holdings Fairfax	(571) 307-6221	12707 Shoppes Ln Fairfax VA 22033
Falls Church,VA**	PWT Holdings Falls Church	(571) 385-1177	1106-A W Broad St, Falls Church, VA 22046
Fredericksburg, VA	ELLBEE Holdings LLC	(540) 368-6747	1460 Central Park Blvd Suite 106, Fredericksburg VA, 22401
Greenbrier, VA**	Just a Cookie Too Chesapeake LLC	(276) 231-5591	1412 Greenbrier Parkway Suite 112 Chesapeake VA 23320
Hampton, VA**	Just A Cookie Too, LLC	(757) 504-0256	1620 Merchant Lane Building X, Space 104, Hampton, VA 23666
Harrisonburg, VA**	PSH Confections LLC	(540) 208-3004	151 Burgess Road, Harrisonburg, VA 22801
Haymarket, VA**	3 Beach Lane, LLC	(571) 503-1616	6612 Watts Rd Haymarket VA 20169
Henrico, VA**	Cookie Cooks 03 LLC	(804) 476-0019	9621 West Broad Street, Suite 2 Glen Allen VA 23060
Hickory, VA**	5 Beach Lane LLC	(757) 317-5253	236 Carmichael Way, Suite 312, Chesapeake, VA 23322
Hull Street, VA	PeloFen LLC	(804) 293-0027	13700 Hull Street Rd. Suite 16 Midlothian VA 23112
Kingstowne, VA**	J&D Partners, LLC	(276) 244-8597	5810 Kingstowne Center, Ste 100, Alexandria, VA 22315
Leesburg, VA**	PWT Holdings - Leesburg	(571) 440-7006	1008 Edwards Ferry Rd NE, Suite 135, Leesburg, VA 20176
Lynchburg, VA**	Gard Holdings, LLC	(434) 219-5251	3911 Wards Road, Lynchburg, VA 24502
Mechanicsville, VA**	Cookie Cooks 02, LLC	(804) 522-5043	7324 Bell Creek Road Mechanicsville VA 23111
Newport News, VA**	Just a Cookie Too Newport News LLC	276) 249-1303	12080 Unit 9. Jefferson Avenue Newport News VA 23606
Pembroke, VA**	Cookie Cooks 04 LLC	(757) 671-5855	300 Constitution Drive Suite 104 Virginia Beach, VA 23462
Pentagon City, VA**	CNH Group Pentagon LLC	(703) 687-6286	1446 S. Grant Street, Suite 110, Arlington, VA 22202

Red Mill, VA	Just a Cookie Too Red Mills LLC Hemming Investments I, LLC	(757) 426-4406	1157 Nimmo Parkway Ste. 112 Virginia Beach VA 23456
Stafford, VA**	Ellbee Stafford, LLC	(540) 242-1969	1495 Stafford Marketplace #121, Stafford, VA 22556
Vienna, VA	PWT Holdings Vienna	(571) 295-4264	203 Maple Avenue E, Suite 203 Vienna, VA 22180
Virginia Beach, VA	Just A Cookie Too Virginia Beach, LLC	(757) 916-5700	737 First Colonial Road Suite 214, Virginia Beach, VA 23451
West Alexandria, VA**	PWT Holdings Alexandria	(571) 480-6336	3618 KING ST ALEXANDRIA VA 22302
Williamsburg, VA**	Christopher Brad Cook	(757) 378-6222	4680 Monticello Avenue, Unit 16B Williamsburg, VA 23188
Winchester, VA**	4 Beach Lane LLC	(540) 686-1092	139 Market St, Suite 1, Winchester, VA 22603
Woodbridge, VA**	EllBee Woodbridge LLC	(571) 513-4243	14900 Potomac Town Place, Suite 115, Woodbridge, VA 22191
Washington			
Bellevue, WA**	B.O.H. Bellevue LLC	(425) 532-3518	14855 Main St Bellevue WA, 98007
Bonney Lake, WA**	Limitless Bonnie Lake, LLC	(253) 321-5796	20411 98th St E, Bonney Lake, WA 98391
Burlington, WA**	BBN Ventures, LLC	(360) 515-2001	1817 Marketplace Drive, Burlington, WA 98233
Camas, WA	WEOG, Limited Liability Partnership	(360) 558-7500	530 SE 192nd Avenue, Ste. 102 Vancouver WA 98683
Clarkston, WA	Cookies of Clarkston, LLC	(509)596-0211	440 Bridge St Clarkston, WA 99403
Covington, WA	Corum Capital LLC	(253) 235-9542	16915 SE 272nd St, Ste 102, Covington WA 98042
Federal Way WA**	B.O.H. Federal Way, LLC	(253) 218-1019	1812 S 320th St, Suite B, Federal Way, WA 98003

Gig Harbor, WA	DS Sweets Gig Harbor LLC	(253) 303-6300	4784 Borgen Blvd Suite E, Gig Harbor, WA 98335
Issaquah, WA**	B.O.H. Issaquah LLC	(425) 272-6807	1520 Highlands Dr NE, Ste 110, Issaquah WA 98029
Kennewick, WA	Cookies R Rusk LLC	(509) 873-3309	1102 N Columbia Center Blvd. Ste B, Kennewick WA 99336
Lacey, WA**	Limitless Lacey, LLC	(360) 464-2053	1350 Marvin Rd NE Lacey, WA 98516
Lakewood, WA	Apex Foods 1, LLC	(253) 319-5603	5605 Lakewood Towne Center Blvd SW, Suite G, Lakewood 98499
Lynnwood, WA	SkyKy LLC	(425) 510-0526	18411 Alderwood Parkway Lynnwood WA 98037
Marysville, WA**	SkyKy LLC	(360) 386-1767	2701 171st Pl NE. #203 Marysville, WA 98271
Moses Lake, WA**	COOKIES R LIFE LLC	(509) 350-5809	601 S. Pioneer Way Suite G Moses lake WA 98837
North Division, WA**	EEE COOKIE NORTH DIVISION, LLC	(509) 356-1124	7808 N division St Suite 4, Spokane WA 99208
Olympia, WA**	Apex Foods 1, LLC	(360) 854-3232	2915 Harrison Ave NW Suite 215, Olympia, WA 98502
Orchards, WA	OGWI, LLC	(360) 356-1177	8440 Northeast Vancouver Mall Drive, Vancouver, WA 98662, USA
Pasco, WA**	ANM LLC	(509) 380-9413	5025 RD 68, Pasco WA 99301
Puyallup, WA	Limitless Enterprises, LLC	(253) 242-5232	10301 156th St. E Suite B5-106, Puyallup, WA 98374
Renton, WA**	BLACKOAK 9, LLC	(425) 988-0562	815 N 10th St, Suite 201-C, Renton, WA 98057
Richland, WA	ANM LLC	(509) 289-4267	2665 Queensgate Drive Richland WA 99352
Silverdale, WA	DS Sweets LLC	(360) 340-9336	11199 Pacific Crest Place Suite E 110 Silverdale Washington 98383

Tacoma Central, WA**	Limitless Tacoma Central, LLC	(253) 366-6424	3304 S. 23rd Street Suite 1 Tacoma Washington, 98405
Vancouver, WA	THE ALLER GROUP VANCOUVER LLC	(604) 359-4805	616 NE 81st St E, Vancouver, WA 98665
Wenatchee, WA**	ANM LLC	(509) 300-4999	1304 N Miller Suite A, Wenatchee WA 98801
Woodinville, WA**	SkyKy III LLC	(425) 287-5759	13930 NE 178th Pl, Suite 110 Woodinville WA 98072
Yakima, WA**	ANM LLC	(509) 571-9520	2412 W Nob Hill BLVD #104, Yakima WA 98902
West Virginia			
Beckley, WV**	Queens Highway - Beckley LLC	(681) 305-0696	123 Beckley Crossing Shopping Ctr, Beckley, WV 25801
Bridgeport, WV	AJ Gwinn Enterprises LLC	(304) 209-5654	268 Emily Drive Clarksburg West Virginia, 26301
Charleston, WV**	Neil Rasmussen Alia Rasmussen	(304) 306-2252	2824 Mountaineer Blvd Charleston WV 25309
Morgantown, WV**	Jab Legacy LLC	(304) 554-9698	1156 Giant St. Morgantown West Virginia, 26501
Martinsburg, WV**	Jab Legacy LLC	(304) 215-1865	245 Retail Commons Parkway, Suite C011 Martinsburg West Virginia, 25403
Wheeling, WV**	P.E.T.-Parkersburg, LLC Cool Brands Group, Inc.	(681) 210-0520	410 Cabela Drive, Triadelphia, West Virginia 26059
Wisconsin			
Appleton, WI**	App Cookie 5 LLC	(920) 221-1980	4353 W Wisconsin Ave. Appleton WI, 54913
Brookfield, WI**	Bro Cookie 9 LLC	(262) 226-2868	17550 b-1 West Bluemound Road, Brookfield, WI 53045
Delafield, WI**	Del Cookie 3 LLC	(262) 256-0250	2926 Golf Road Delafield, Wisconsin, 53018

Eau Claire, WI**	Felix And Bernice, LLC	(715) 900-2777	4008 Commonwealth Avenue, Eau Claire, Wisconsin 54701
Fond Du Lac, WI**	Shore Shore, Llc Jensen Robarge Seth Lucas	(920) 238-3737	N6667 Rolling Meadows Dr Fond Du Lac Wisconsin 54937
Grafton, WI**	Gra Cookie 7 LLC	(262) 228-6800	1250 N. Port Washington Rd. Grafton WI, 53024
Green Bay, WI**	Ash Cookie 11 LLC	(920) 393-9499	2300 S Oneida St Green Bay, WI 54304
Greendale, WI**	Brandon Henrie Tom Mabey Ian McDonald Brandon Hale	(414) 279-0899	5211 South 76th Street, Greendale, WI 53129
Hudson, WI**	Five In Seven, LLC	(715) 280-9800	1020 Pearson Drive, #E, Hudson, WI 54016
La Crosse, WI**	Fish In A Barrel, LLC	(262) 397-9050	9417 Highway 16 Suite 400, Onalaska, WI 54650
Madison, WI**	Mad Cookie 1 LLC	(608) 440-8578	4010 University Ave, Madison, WI, 53705
Menomonee Falls, WI**	Men Cookie 8 LLC	(262) 293-6580	W182N9606 Appleton Ave, Germantown, WI 53022
North Shore, WI**	Bay Cookie 10 LLC	(414) 600-9289	5600 N Bayshore Dr. Glendale WI, 53217
Oak Creek, WI**	Oak Cookie 4 LLC	(262) 320-7002	160 W Town Square Way, Suite 400, Oak Creek, WI 53154
Oshkosh, WI**	Bobcat LLC	(920) 479-9493	2241 Westowne Ave, Oshkosh, WI 54904
Pewaukee, WI	Robert Feline LLC	(262) 737-4291	1466 Capitol Drive Pewaukee WI, 53072
Pleasant Prairie, WI**	Ple Cookie 6 LLC	(262) 425-0008	2926 Golf Road Delafield, Wisconsin, 53018

Sheboygan, WI**	Two Good Dads, LLC	(920) 234-5042	4065 WI State Hwy 28, Kohler, Wi. 53044
Sun Prairie, WI**	Sun Cookie 2 LLC	(608) 912-0015	2808 Prairie Lakes Dr., Bldg E, Ste. 102, Sun Prairie WI, 53590
Wausau, WI**	Nilbog llc	(715) 680-9898	226590 Rib Mountain Dr, Wausau, WI 54401
Wyoming			
Casper, WY	P&E Hogan LLC	(307) 215-3319	5030 E 2nd St Casper WY 82609
Cheyenne, WY	We Do Dough Cheyenne INC	(307) 316-3797	1400 Dell Range Blvd Unit 85 Cheyenne WY 82009

UNITED STATES FRANCHISEES THAT HAVE SIGNED FRANCHISE AGREEMENTS AND/OR AREA DEVELOPMENT AGREEMENTS BUT HAVE NOT YET OPENED THEIR RESPECTIVE LOCATIONS:

Location	Owner	Store Phone Number	Store Address
United States			
Alabama			
Florence, AL**	Jed Palmer Michelle Hall Brett Oltremari Morgan Oltremari Mitchell Hall	(256) 285-3690	392 Cox Creek Pkwy, Florence, AL 35630
Arizona			
Phoenix Uptown, AZ	We Do Dough Arizona LLC	Not Available	Phoenix AZ 85013 (Pendling Location approval)
Yuma, AZ**	K Pow Sweets, LLC	(928) 224-1616	1463 Yuma Palms Pkway, Suite 1, Yuma AZ 85365
Arkansas			
Fort Smith, AR	Kindy & Associates, LLC	(479) 274-8588	3106 South 74th Street, Suite 104, Fort Smith, Arkansas 72903
California			
Bakersville North, CA**	Patrick Moradkhani Kate Moradkhani	ADA - Not available	Bakersfield, CA Area

Camarillo, CA**	Michelle Zins Lisa Zins Jerry Zins	ADA - Not available	Camarillo, CA Area
Chino, CA**	ZMWC, LLC	(909) 898-7348	4005 Grand Avenue, Suite C, Chino, CA 91710
East Palo Alto, CA**	Randi Bennion Sallee Bennion Wood Winston Bennion	ADA - Not available	East Palo Alto, CA Area
El Centro, CA**	Rob McFarlane Cami McFarlane	ADA - Not Available	El Centro, CA
Encinitas, CA	SoCal Cookies San Diego, LLC	(442) 320-7001	110 N El Camino Real, Suite 2, Encinitas CA 92024
Eureka CA**	We Do Dough Turlock inc.	ADA - Not Available	Eureka, CA 95501
Evergreen, CA	Amorim Entities INC	(408) 495-5966	2382 N Evergreen Pl Ste 20, San Jose, CA 95122-4037
Fremont, CA**	Stephen Wolking Elizabeth (Liz) Wolking	ADA - Not available	Fremont, CA
Gardena, CA**	Mollie Madrid Che Madrid	ADA - Not available	Gardena, CA
Irvine, CA**	Kurt Webb Ryan Webb Richie Webb Steve Crandall Trever Einerson Mark Hymas Dallin Crandall	ADA - Not available	Irvine, CA
Lancaster, CA**	Patrick Moradkhani Katie Moradkahni	ADA - Not Available	Lancaster, CA Area
Moorpark, CA**	EB Bakery Moorpark Inc James Leon Eggleston Larry Eggleston Trevor Bishop	(805) 292-0033	806 E Los Angeles Ave Suite A-1, Moorpark CA 93021

Napa, CA**	B&B Bakery Napa Inc James Christopher Berg Margaret Jane Berg Christopher James Berg Caley Eileen Johnson	(707) 681-0056	433 Soscol Ave Ste 104, Napa, CA 94559
Palmdale, CA**	Patrick Moradkhani Katie Moradkahni	ADA - Not available	Palmdale, CA Area
Porterville, CA**	Julie Leanne Carvin Angela Celestina Smith Larry Don Smith II Benjamin Fowler Michele Marie Fowler	ADA - Not available	Porterville, CA
Richmond, CA**	We Do Dough Turlock inc.	ADA - Not available	Richmond, CA 94805
Rivermark, CA	Amorim Entities Inc Ernest Amorim Kevin Amorim Manuel Amorim	(209) 789-6901	3914 Rivermark Plaza Santa Clara CA 95054
Sand City, CA	Amorim Entities Inc Ernest Amorim Kevin Amorim Manuel Amorim	(831) 583-8666	2160 California Avenue, Sand City, California 93955
San Pedro, CA**	Madrid Ventures - San Pedro LLC	Not available	28901 South Western Avenue, #213 R
Topaz, CA**	Cody Fowkes Danny Wardle	ADA - Not available	San Diego CA 92115
Tustin, CA**	Kurt Webb Ryan Webb Richie Webb Steve Crandall Trever Einerson Mark Hymas Dallin Crandall	ADA - Not available	Tustin, CA
Connecticut			
Enfield, CT**	Justin Cinnamon Scott Cinnamon	ADA - Not available	Enfield, CT 06082
Meriden,CT**	Sugar Dough LLC	ADA - Not Available	Meriden, CT 06451
Delaware			
Middletown, DE**	JC Investments Holdings LLC	ADA - Not Available	Middletown, DE 19709

Rehoboth Beach, DE**	JC Investments Holdings LLC	(302) 260-6698	19801 Coastal Highway, Unit 103A, Rehoboth Beach, DE 19971
Florida			
Bay Meadows, FL**	Nicholas Lai	ADA - Not Available	Jacksonville, FL 32256
Carrollwood, FL**	1611 Holdings LLC	(813) 521-7200	15835 N Dale Mabry Hwy, Tampa, FL 33618
Coral Cables South, FL**	Trey Hills Jessica Hills Russell Ford Sheri Ford	ADA - Not available	Coral Cables, FL
Durban Park, FL**	I Wonder2 LLC	(904) 913-7143	480 Durbin Pavilion Dr suite m102, St Johns, FL 32259, USA
Estero, FL**	Tanner Olson Scott Olson W. Bruce Woodruff	ADA - Not available	Estro, FL
Fleming Island, FL**	Nicholas Lai	ADA - Not Available	Orange Park, FL 32003
Hialeah, FL**	Reaveley Management, LLC	(754) 333-4009	1700 W 49th St, Hialeah, FL 33012
Lecanto, FL**	Wood Dough, LLC	(813) 336-1225	3905 W Norvell Bryant Hwy, Lecanto, FL 34461
Mount Dora, FL	FOR MOUNT DORA COOKIES LLC	(352) 269-1713	19010 US-441, Mt Dora, FL 32757, USA
Parrish, FL**	Rough Brothers 3 LLC	(941) 348-2992	8710 US-301, Parrish, FL 34219
Saint Augustine, FL**	REAVELEY MANAGEMENT, LLC	(904) 449-7100	305 State Rte 312, #24 St. Augustine, FL 32086, USA
South Lakeland, FL**	VDUB Trois, LLC	(850) 280-6100	3604 Harden Blvd, Lakeland, FL 33803
St. Petersburg, FL**	Joe McCord Garret & Kylie Steed Joel LeRoy Robert Knowlton	ADA - Not available	St. Petersburg FL

Venice, FL**	Jaunty Creations LLC	(941) 280-1696	4161 S. Tamiami Trail, Venice FL, 34293
Wellington, FL**	Jubilant Creations LLC	(239) 448-9075	10660 Forest Hill Boulevard, Wellington, FL 33414
Wynwood, FL**	Bethany Tenney Brook Madsen Jeromy Nielson Cody Warren	ADA - Not Available	Miami, FL 33127
Georgia			
Carrollton, GA**	7 Ambitious Friends LLC	(770) 299-3190	1355 S Park St, Carrollton, GA 30117 (Not approved yet)
Cartersville, GA**	Joshua Christensen Daniel Scott	ADA - Not Available	Cartersville, GA, 30121
Cumberland, GA**	Joshua Christensen Daniel Scott	ADA - Not Available	Atlanta, GA 30339
Edgewood, GA**	ZSSZ One, LLC	(470) 474-7785	1221 Caroline St NE, Atlanta, GA 30307 (Pending location)
Jefferson, GA**	SZZS One, LLC	(706) 205-4469	21 Gateway Blvd. Jefferson, GA. 30549
Mcdonough GA**	Late Night Cooky Company, LLC	(678) 379-3357	2021 Jonesboro Rd, McDonough, GA 30253
Peachtree Corners, GA	Joshua Christensen Daniel Scott	ADA - Not Available	Norcross, GA 30092
South Cobb, GA**	Late Night Cooky Company LLC	(470) 531-0797	4340 East-West Connector Ste 300, Smyrna GA 30082
West Cobb, GA**	8 Ambitious Friends LLC	(229) 350-1115	3805 Dallas Hwy, suite 112 Marietta GA 30064
Woodstock, GA**	ZSSZ One, LLC	(470) 531-5080	140 Woodstock Square Ave, Woodstock, GA 30189
Zebulon, GA**	JJRCM Holdings, LLC	(478) 200-2707	5771 Zebulon Rd Macon GA, 31210
Illinois			
Edwardsville, IL**	Edwardsville Bakery LLC	(618) 685-1099	2439 Troy Rd, Edwardsville, IL 62025, USA

Evergreen Park, IL**	Evergreen Cookies LLC	(630) 491-6601	2839 W 95th St, Evergreen Park, IL
Joliet, IL**	OOTF4, LLC	Not Available	321 S Larkin Ave, Joliet, IL, 60436 (pending approval)
Machesney Park, IL**	Channing Hemsley Ronnie Ward	ADA - Not Available	Machesney Park, IL
Moline, IL**	Mmm that's tasty Three LLC	Not available	2021 14th St, Moline, IL 61265 (Pending Location Approval)
River North, IL**	Billawal ALI Badruddin	ADA - Not Available	Chicago, IL 60611
West Loop, IL**	Billawal ALI Badruddin	ADA - Not Available	Chicago, IL 60611
Willowbrook, IL**	Deborah A Platon Steven P Platon Brian K Buchalski	ADA - Not Available	Willowbrook, IL
Indiana			
Goshen IN	Indiana Bake LLC	ADA - Not Available	Goshen, IN, 46526
Jeffersonville, IN	JNJ, LLC	(502) 795-0922	3548 E 10th Street Jeffersonville, IN 47130
Noblesville, IN**	Slate Canyon LLC	ADA - Not Available	Noblesville, IN
Iowa			
Ames, IA	Circle TRiBe, LLC	(515) 598-7171	414 South Duff Avenue, Ste. #104, Ames, IA. 50010
Council Bluffs, IA**	Circle Tribe SDM LLC	ADA - Not Available	Council Bluffs, IA 51501
Edgewood, IA	LinnCoJoCo Cookies INC	Not available	2380 Edgewood Road, Cedar Rapids, IA 52404 (Pending Location Approval)
South Des Moines, IA**	Circle Tribe SDM LLC	ADA - Not Available	Des Moines, IA
Kentucky			
London, KY	COOKIE MONSTER LONDON LLC	(606) 657-0977	1758 W Highway 192, Suite 400, London KY 40741

Valley Station, KY**	VNJ LLC	(502) 219-6916	10970 Dixie Hwy, Louisville, KY 40272
Louisiana			
Beechwood Dr LA**	Alexandria Cookies LLC	ADA - Not available	Baton Rouge, LA 70805
Charles Ave, LA**	Alexandria Cookies LLC	ADA - Not available	New Orleans, LA 70115
Gretna, LA**	Devan Cahoon Brandon Wilson	ADA - Not available	Harvey, LA, 70058
Kenner, LA**	Devan Cahoon Brandon Wilson	ADA - Not available	Kenner, LA, 70065
Lake Charles, LA**	JP Legacy Partners, LLC	(337) 419-0077	1708 W Prien Lake Rd, Lake Charles, LA 70601
Metairie, LA**	C & W Metairie LLC	(504) 332-2058	2701 Airline Dr. Suite J, Metairie Louisiana, 70001
Maine			
Augusta, ME	DMHINCKS AUGUSTA LLC	(207) 213-2084	1 Stephen King Dr Unit 50, Augusta, ME 04330
Bangor, ME**	3 Strand Holdings LLC	ADA - Not available	Bangor, ME 04401
Topsham, ME**	3 Strand Holdings LLC	ADA - Not available	Topsham, ME 04086
Maryland			
Annapolis, MD**	DSV - Annapolis LLC	1-443-214-0137	2576 Solomons Island Rd, Annapolis, MD 21401
Columbia, MD**	Davis and Sumsion Ventures, LLC	(443) 256-9908	6131 Columbia Crossing Cir, Columbia, MD 21045
Glen Burnie, MD**	JOHNSON AND SONS LLC	(410) 694-7370	412 Pamela Rd, Glen Burnie, MD 21061 (Pending Location Approval)
Laurel, MD**	JMD LAUREL LLC Timothy Holt	(240) 853-0969	14712 Baltimore Ave, Laurel, MD 20707
Massachusetts			
Chestnut Hill, MA**	Soulshine LLC	ADA - Not available	Chestnut Hill, MA
East Springfield, MA**	Sugar Dough LLC	ADA - Not available	Springfield, MA 01119
Fall River, MA**	KYLEMI LLC	(508) 974-3694	455-465 William S Canning Blvd, Fall River, MA 02721, USA

Hadley, MA**	Sugar Dough LLC	ADA - Not available	Hadley, MA 01035
Leominster, MA**	ABOVE THE LINE 6 LLC	(978) 728-9690	865 Merriam Ave, Leominster, MA 01453
Lowell, MA	Brooklyn Gilbert Bryson Gilbert Bethany Woodhouse, Jordan Woodhouse	ADA - Not available	
Natick, MA**	Mimiz Bakery LLC	(508) 928-5060	1400 Worcester Road Natick MA, 01760
Seekonk, MA**	Seekonk Cookies, LLC	Not Available	20 Commerce Way, Seekonk, MA 02771
Michigan			
Auburn Hills, MI**	Rachel Dixon Sean Dixon Tracy Byington	ADA - Not Available	Auburn Hills, MI
Traverse City, MI**	ACTT MGMT 6	(231) 709-4122	3566 North US-31 South Traverse City, Michigan 49684
Ypsi, MI**	Casey Price	ADA - Not Available	Ypsilanti MI 48197
Minnesota			
Blaine, MN**	Coleslaw LLC	Not Available	1500 109th Ave NE, Blaine, MN 55449 (pending approval)
Plymouth, MN**	There were signs LLC	(651) 583-6003	3225 Vicksburg Lane, Suite A Plymouth Minnesota, 55447
Mississippi			
Gulfport, MS	COOKIE DAWGS LLC	Not Available	15520 Daniel Blvd Ste D, Gulfport, MS 39503
Missouri			
Blue Springs, MO**	Trevor Curtis Porter Curtis	ADA - Not available	Blue Springs, MO 64014
Brentwood, MO**	BRENTWOOD BAKERY LLC	(314) 414-8300	1508 South Hanley Road, Brentwood, MO 63144
Montana			

Kalispell, MT**	We Do Dough Turlock inc	ADA - Not Available	Kalispell, MT, 59901
Nebraska			
Central Omaha - NE	CENTRAL OMAHA DOUGH, LLC	(402) 204-0288	7407 Dodge St, Omaha, NE 68114
South Lincoln - NE	South Lincoln Dough, LLC	(402) 204-5688	2801 Pine Lake Road, Suite B **Lincoln, Nebraska 68516**
Nevada			
McCarran Blvd, NV**	Kristina Cox Chet Cox Kara Florence Brandon Florence	ADA - Not Available	Reno, NV, 89502
New Hampshire			
Manchester, NH**	3 Strand Holdings LLC	ADA - Not Available	Manchester, NH 03104
New Jersey			
Closter, NJ**	EMTIAZ LLC	ADA - Not Available	Closter, NJ 07624
Deptford, NJ**	EMTIAZ LLC	ADA - Not Available	Deptford, NJ 08096
Marlton, NJ**	EMTIAZ LLC	(856) 396-9162	300 Rte 73 N, Marlton, NJ, USA
Montvale, NJ**	Dough Buds 1, LLC	(551) 333-1559	200 Market St (bldg 2) Montvale NJ 07645,
North Bergen, NJ**	EMTIAZ LLC	ADA - Not Available	North Bergen, NJ 07047
Old Bridge, NJ**	ZOLA DESSERTS GROUP LLC	ADA - Not Available	Old Bridge, NJ
Sparta, NJ**	EMTIAZ LLC	ADA - Not Available	Sparta, NJ 07871
Toms River, NJ**	EMTIAZ LLC	ADA - Not Available	Toms River, NJ 08755
Woodbridge, NJ**	ZOLA DESSERTS GROUP LLC	ADA - Not Available	Woodbridge, NJ 0709
Wyckoff, NJ **	ZOLA DESSERTS GROUP LLC	ADA - Not Available	Wyckoff, NJ 07481
New Mexico			

Las Cruces, NM**	Las Cruces Cookie Company, LLC	Not Available	2541 E Lohman Ave Ste A, Las Cruces, NM, 88011 (Pending Location Approval)
Northeast Heights, NM**	Chase McFarland Keaton Maguire Ben Perich	ADA - Not Available	Albuquerque, NM
New York			
Bayside, NY	NS Sweets LLC	Not Available	212-20 Northern Blvd, Bayside, NY 11361 (Pending Location Approval)
Bushwick, NY	NS Sweets LLC	ADA - Not Available	Brooklyn, NY 11237
Cicero, NY**	James Thomas Taylor Melaine Ann Taylor	ADA - Not available	Cicero, NY, 13039
Clay, NY**	SweetToothCuse, LLC	(315) 203-6408	8395 Oswego Road, Baldwinsville, NY 13027
Cobble Hill, NY	MARS COURT LLC	(929) 223-6980	123 Court St, Brooklyn, NY 11201
Colonie, NY	Brelynn Bromley Jody Valdez Lisa Valdez Taylor Gage Robinson	Not Available	Colonie, NY, 12205 (Pending Location)
Cross County, NY**	W&N INVESTMENTS, LP	(914) 979-2775	2060 Mall Walk, Yonkers, NY 10704
Elmira, NY	Blue Chillies Corp	(607) 526-0003	830 County Rd 64, Elmira, NY 14903
Forest Hills, NY	NS Sweets LLC	ADA - Not Available	Forest Hills, NY 11375
Garden City, NY	Ashley's Sweets, LLC	(516) 246-6869	688 Stewart Avenue, Garden City, NY 11530
Greenpoint, NY	NS Sweets LLC	Not Available	859 Manhattan Ave, Brooklyn, NY 11222 (Pending Location Approval)
Holbrook, NY	Mari Corp.	(631) 253-1697	5801 Sunrise Hwy, (Space 325) Holbrook, NY 11741
Ithaca, NY**	Fire Chillies Corp.	(607) 252-4690	740 S Meadow St, Ithaca, NY 14850
Long Island City, NY**	W&N INVESTMENTS, LP	ADA - Not available	Long Island City, NY 11103

Newburgh, NY**	Sprinkle Chillies Corp	(845) 213-6676	1278 NY-300, Newburgh, NY 12550, USA
New Dorp, NY	A&R Tarantino, LLC	(929) 269-1177	2600 Hylan Boulevard Staten Island, NY 10306
New Hartford, NY**	Cream Chillies Corp.	(315) 201-8224	4791 Commercial Dr., New Hardford NY 13413
Phillips Hill, NY**	Justin Cinnamon Scott Cinnamon	ADA - Not available	New City, NY 10956
Plattsburgh, NY**	Butter Chillies, Corp., Parag Patel	Not available	200 Consumer Square suite 206, Plattsburgh, NY 12901
Valley Stream, NY**	Blessed Bakers LLC	(631) 240-3999	Valley Stream, NY 11581
Vestal, NY**	White Chillies Corp	(607) 250-5869	2540 Vestal Pkwy E, Vestal, NY 13850, USA
West Islip, NY	DIVINE DOUGH LLC	Not Available	1112 Deer Park Ave, North Babylon, NY 11703 (Pending approval)
Woodbury, NY**	Sweet Shepherds LLC	(516) 786-6924	8285 Jericho Turnpike Unit 8, Woodbury, NY 11797
North Carolina			
Concord, NC**	Cookies of Concord, LLC	(980) 825-7022	8915 Christenbury Parkway, Suite 20,Concord NC, 28027
Concord, NC**	Cookies of Concord, LLC	(980) 825-7022	8915 Christenbury Parkway, Suite 20, Concord NC, 28027
Jacksonville, NC**	Camp Lejeune Jacksonville LLC	(910) 526-0330	2075-R N Marine Blvd., Jacksonville, NC 28540
Northlake, NC	Cookies of Northlake, LLC	(980) 477-6222	9821 Northlake Centre Pkwy, Suite J, Charlotte, NC 28216
Waynesville, NC**	Joshua Michael Petty	ADA - Not Available	Waynesville, NC 28786
Ohio			
Colerain, OH	Cincy Ventures LLC	ADA - Not Available	Cincinnati, OH 45251
Fort Mckinley, OH	LOOKUP LEGACY LLC	ADA - Not available	Dayton, OH 45406

Lancaster, OH	LOOKUP LEGACY LLC	ADA - Not available	Lancaster, OH 43130
Lebenon, OH	Cincy Ventures LLC	ADA - Not Available	South Lebanon, OH
Lima, OH	LOOKUP LEGACY LLC	ADA - Not available	Lima, OH 45804
Middletown, OH	Cincy Ventures LLC	ADA - Not Available	Franklin, OH
Findlay, OH	A2 J2 & P, LLC Andrew Yeater	(419) 408-3690	2018 Tiffin Ave, Findlay, OH 45840
Milford, OH	Milford Cookie Connection LLC	(513) 214-1332	1081 OH-28, Milford, OH 45150
Niles, OH**	Michael Langham Johnna Langham James Page Jennifer Page	ADA - Not Available	Niles, OH
Powell, OH**	Highland Cookies Powell, LLC	(380) 204-7770	9711 Sawmill Parkway Powell OH 43065
Springfield, OH**	CookieBiz Springfield LLC	(937) 373-9996	1990 N Bechtle Ave, Springfield, OH 45504
Toledo NE, OH**	Casey Price	ADA - Not Available	Toledo, OH
West Hamilton, OH	Cincy Ventures LLC	ADA - Not Available	Hamilton, OH
Oklahoma			
5th St, OK**	Diogo Siano John Clark Chris Peebles	ADA - Not Available	Oklahoma City, OK, 73128
Stillwater, OK**	Last Bite LLC	ADA - Not Available	Stillwater, OK, 74075
Oregon			
Grants Pass, OR**	Timmy Smith Colin Larsen Blake Morgan	ADA - Not available	Grants Pass, Oregon 97526
Richmond, OR**	Brian Oringdulph Max Rompa Michael Rompa Judith Rompa	ADA - Not Available	Richmond, OR
Pennsylvania			

Allentown, PA**	Sugar Rush Ventures, LLC	(484) 240-1090	1824 Airport Road, Allentown PA 18109
Bridgeville, PA**	MD STRATEGIES, LLC David Michael McKee Dace Rhett Whatcott	ADA - Not Available	Bridgeville, PA 15017
Hanover, PA**	THE BROS OF DOUGH IV LLC Adam Coughran Gregory Norton	(717) 259-3815	141 Wilson Ave Suite B, Hanover, PA 17331
Harmar, PA**	MD STRATEGIES, LLC David Michael McKee Dace Rhett Whatcott	ADA - Not Available	Pittsburgh, PA, 15238
Homestead, PA**	MD STRATEGIES, LLC David Michael McKee Dace Rhett Whatcott	(786) 807-2336	Homestead, PA
Lancaster, PA**	Yarbrough Cookie Co. Lancaster LLC Samuel Yarbrough Penelope Yarbrough Jeffrey Yarbrough	(717) 208-2142	1500 Gilbert Way, Suite B5, Lancaster, PA 17601
Trexlertown, PA**	EJK Cookies Edgewater, LLC Earl Koskie Jayna Koskie Marc Decorso	(551) 252-4691	5877 Hamilton Blvd, Allentown, PA 18106
Wilkes-Barre, PA**	LP Cookie 5 Inc Nathan Poindexter	(570) 232-3695	Wilkes-Barre Township, PA 18702, USA
South Carolina			
Killian, SC	Finn Ventures, LLC Brooke Finn Kevin Finn	(803) 638-8559	1033 Roberts Branch Pkwy, Columbia, SC 29203
North Myrtle, SC**	H&J Ventures, INC Jeanni V Jones Heather A Nelson Walter Kent Bass	Not Available	1416 Hwy 17 N, North Myrtle Beach, SC 29582
Rock Hill, SC**	Cookies of Rock Hill, LLC Cole Hegerhorst	(839) 400-2345	2427 Cross Pointe Dr, Suite 106 Rock Hill SC 29730

West Ashley, SC**	Camille Fairbanks	ADA - Not available	Charleston, SC, 29407
Tennessee			
Downtown Knoxville, TN**	Thomas Getz Grant Getz	ADA - Not Available	Knoxville, TN 37919
Fountain City, TN**	Thomas Getz Grant Getz	ADA - Not Available	Knoxville, TN 37918
Texas			
Austin Arboretum TX**	John Schefer	ADA - Not Available	Austin Arboretum, TX
Channel View, TX	Galveston Legacy Partners LLC Priscilla Healy Jonathan Wayne Healy Nathaniel Wesley Sever Jessica Healy Garrett Jonathan Healy	(409) 340-0199	Houston, TX 77015
Copperwood Village, TX**	Raja Nasir	ADA - Not Available	Houston Tx 77084
Epic, TX**	Cookie Ventures, LLC Beau Shaner Brad Cook Michael Lohner Marchelle Lohner Gary Anderson	(682) 228-6919	NEQ - SH 161 + Mayfield Road Grand Prairie TX 75052
TX - Harlingen	RGV COOKIE LOVERS LLC Monty Beisel Orlando Esquivel Alejandra Navarro Michael Gooch Christopher Gooch Stefan Gooch	(956) 553-3690	2309 W Lincoln Ave, Harlingen, TX 78550
Lake Jackson, TX	Galveston Legacy Partners LLC Priscilla Healy Jonathan Wayne Healy Nathaniel Wesley Sever Jessica Healy Garrett Jonathan Healy	ADA - Not Available	Lake Jackson, TX 77566
La Palmera, TX	TX Dough Boyz LLC Kelly Rawlings Channing Hemsley Kolby Rawlings	(361) 267-5696	4938 S Staples St d14, Corpus Christi, TX 78412, USA

	Riley Rawlings		
Potranco, TX**	TX2S M, LLC Jerre Tews Conner Tews Jaxon Tews	(210) 293-7440	415 W Loop 1604 S, Suite 114 San Antonio, TX 78253, USA
Midlothian, TX	Three Dads LLC Ben West Bryce Cranmer Mike West	Not Available	2200 FM 663, Midlothian, TX 76065 suite 400 (Pending Location)
Rosenburg, TX**	Norman Sterling Angela Sterling	ADA - Not Available	Richmond, TX 77469
Ross Osage Dr, TX**	Rob Higginson Pam Higginson John Brooksby Stefanie Brooksby	ADA - Not Available	Amarillo, TX, 79103
San Marcos, TX**	SRL WORLDWIDE HOLDINGS, LLC Patricia Dian Savage Thomas Richison Shannon Raye LePage	Not Available	700 Barnes Dr, San Marcos, TX, 78666 (pending approval)
Stonebriar, TX**	Vozzby Kasvataan of Frisco Two LLC Adam Burnham Jessica Burnham	(469) 269-6662	Preston Rd & Lebanon Rd, Frisco, TX 75035, USA
Texarkana, TX**	Sugarsmith LLC Katherine Tinsmith Will Tinsmith	(903) 949-6656	121 Richmond Ranch Rd, Texarkana, TX 75503
Thousand Oaks, TX**	SRL WORLDWIDE HOLDINGS, LLC Patricia Dian Savage Thomas Richison Shannon Raye LePage	(726) 201-0450	17202 Bulverde Rd - D5, San Antonio, Texas 78247
Webster, TX**	Norman Sterling Angela Sterling	ADA - Not Available	Webster, TX
Utah			
Riverdale, UT	Ogden Sweets LLC Julie Hallsted	Not Available	809 W Riverdale Rd, Riverdale, UT 84405
Washington Blvd, UT**	SBP Investments III LLC Blake Parrish Jill Parrish	ADA - Not available	1120 Washington Blvd Ogden, UT 84404

Virginia			
Burke, VA**	Joel Frary Ardene Frary John Frary Adam Frary	ADA Not available	Burke, VA 22015
Carytown, VA**	Christopher Brad Cook	ADA - Not Available	Richmond, VA
North Arlington,VA**	PWT Holdings Arlington Maureen Wolthuis Natalie Paukstys Dovy Paukstys	(571) 531-9555	2439 N. Harrison Street, Store 11, Arlington, VA 22207
Roanoke, VA**	Gard Holdings, LLC Patrick Gardner	(540) 510-9169	4361 Starkey Rd, Roanoke, VA 24018, USA
Western Branch,VA**	Allison Bohls Heidi Bergman	ADA - Not Available	Chesapeake, VA, 23321
Washington			
Bellingham, WA**	BBN Ventures Bellingham, LLC Keenan Nuehring Rhonda Bromley Brylee Bromley Brock Blake	(360) 215-1505	3011 Cinema Pl # 101, Bellingham, WA 98226
Everett, WA**	Matthew S. McDonald Kylie N. McDonald	ADA - Not Available	Everett, WA
Lake Stevens, WA**	Matthew S. McDonald Kylie N. McDonald	ADA - Not Available	Lake Stevens, WA
Shoreline, WA**	Matthew S. McDonald Kylie N. McDonald	ADA - Not Available	Shoreline, WA
Spokane Valley, WA**	EEE COOKIE SPOKANE, LLC Trever Einerson Curtis T Hastings Luke Einerson Josh Parsons Lance Einerson	(509)508-0660	15735 E Broadway Ave, Spokane Valley, WA 99037
Westgate, WA**	Limitless Tacoma, LLC Doug Clark	(253) 366-6423	2601 North Pearl Street Tacoma WA 98407
Washington DC			
Dupont Circle, DC**	Chris Hummer Natalya Hummer	ADA - Not available	Dupont Circle, DC

West Virginia			
Barboursville, WV**	Queens Highway - Barvoursville, LLC Neil Rasmussen Alia Rasmussen	(304) 486-8044	22 Tanyard Station Drive, Barboursville, WV, 25504
Vienna, WV	VNA STRATEGIES, LLC Jadon Marcell Neiderhauser David Michael McKee Caleb Michael McCune	(304) 314-3010	1500 Grand Central Ave Vienna WV 26501 unit 120
Wisconsin			
Janesville, WI	Jensen Robarge Seth Lucas	(262) 724-2455	2033 Humes Rd Janesville Wisconsin, 53545

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

** This Franchisee also signed an Area Development Agreement to develop multiple locations.

FRANCHISEES WHO HAD AN OUTLET TERMINATED, CANCELED, NOT RENEWED, OR OTHERWISE VOLUNTARILY OR INVOLUNTARILY CEASED TO DO BUSINESS UNDER THE FRANCHISE AGREEMENT DURING THE MOST RECENTLY COMPLETED FISCAL YEAR OR WHO HAS NOT COMMUNICATED WITH THE FRANCHISOR WITHIN 10 WEEKS OF THE DISCLOSURE DOCUMENT ISSUANCE DATE:

Location	Owner	Store Phone Number
Alaska		
8840 Old Seward Hwy Unit A, Anchorage, AK 99515	Owen Ala, Camille Ala	(505) 504-2830
Arizona		
3736 E Indian School Rd, Phoenix, AZ 85018	Jennifer Griffin, Daniel Griffin	(817) 709-8665
z5942 E Longbow Pkwy Suite 103, Mesa, AZ 85215	Michael Bussio, Alicia Westbrook	602-679-3944
California		
2155 Town Center Plaza, Suite E170, West Sacramento, CA 95691	Harminder Kaur Pooni & Harsimranjeet Singh	(509) 387-0300

3619 W. Magnolia Way Burbank CA, 91505	Linda Mikha	(209) 604-5969
24032 Aliso Creek Rd, Laguna Niguel, CA 92677	12717 Main Street Unit 510 Hesperia, California 92345	801-875-0396
2382 N Evergreen Pl Ste 20, San Jose, CA 95122-4037	Victor Torres, Jennifer Diaz Pacheco	(408) 722-5759
17401 Ventura Blvd # A35, Encino, CA 91316	Eduardo Navarro & Leslie Rodriguez Tauanuu	(408) 679-9355
22815 Victory Blvd, West Hills CA 91307 Suite#B	Eduardo Navarro	(408) 679-9355
32391 Golden Lantern D Laguna Niguel CA, 92677	Shane Brown, Abbey Brown, Trevor Hiltbrand	(949) 755 0805
2509 West Beryl Ave, Anaheim, California	Mohammad Lutfi	(714)878-6027
2891 Jamacha Road, Building 13, Suite H, El Cajon, CA 92019	Shideler Bennett, Cathy Bennett, Taylor Byington	(619) 631-3712
2035 E. Prosperity Ave, Tulare, CA 93274	Marco Antonio Santeufemia (JR), Marco Iginio Santeufemia (SR), Anita Lynn Almodova	(559) 607-0005
2745 Countryside Dr, Suite A, Turlock, California 95380	Matafanua Carlson Lualemaga Jr & Mae Linda Willis Lualemaga	(209) 336-6449
Colorado		
302 Center Dr, Superior, Colorado 80027	Bryce Redd & Savanna Lambert	801-921-0249
Florida		
4698 Gardens Park Blvd #203A, Orlando, FL 32839	Chase Herbert, Carson Beus, Paul Olsen	(407) 789-2524
Idaho		
231 West Quinn Road Suite E, Pocatello ID, 83202	Ben Heusser, Kaylyn Heusser	(208) 242-2303
Illinois		
5704 W Touhy Ave, Niles, IL 60714	Kenneth Huxtable, Michelle Huxtable, Chloe & Patrick Garff	(224) 592-5422
309 Veterans Pkwy Suite 405, Normal, IL 61761	Stacey Olsen, Diana Brown, Ted Brown	(309) 204-0040
Louisiana		

2303 S MacArthur Dr, Unit B, Alexandria, LA 71301	Jeffrey Dean Vaccaro, Casey Taylor Field	(318) 769-9960
Minnesota		
3225 Vicksburg Lane, Suite A Plymouth Minnesota, 55447	Michael Bernard Koeplin, Cody Robert Koeplin	(651) 583-6003
Mississippi		
15520 Daniel Blvd Ste D, Gulfport, MS 39503	Matthew Crawley, Laynah Crawley	(228) 277-1004
New Hampshire		
150 Marketplace blvd, Unit 11, Rochester, NH 03867	Benjamin Stice, Anna Stice, Nick Stice	(603) 403-3991
New York		
195 Bleecker St. New York, NY 10012	Eduardo Silva, Remington Sefcik, Heitor Silva, Marcelo Ortolano	(646) 248-6303
North Carolina		
8531 Brier Creek Pkwy Ste 115, Raleigh, NC 27617	Josh Watson, Craig Church, Corbin Linde, Brian Church	(984) 201-1194
Ohio		
981 Highland Road East, Macedonia, OH 44056	Thomas Weaver, Gretchen Weaver	(330)807-0790
Oregon		
4835 Meadows Rd Suite 141, Lake Oswego, OR 97035	JP Perfili, Stephanie Perfili	(503) 673-1667
Pennsylvania		
200 Rock Hill Dr Bensalem PA 19020	Densie Daniel & Daniel Daniel	(267) 563-8017
Tennessee		
2839 Medical Center Parkway, Murfreesboro, Tennessee 37129	Ron Fausnaught, Amy Fausnaught, Derek Talon Fausnaught, Austin S Fausnaught, Alyssa Bryce Fausnaught, Tristan Maverick Fausnaught, Tallie J Hulme	(615) 551-2160
5570 Old Hickory Blvd, Suite 104, Hermitage, TN 37076	Ron Fausnaught, Amy Louise Fausnaught, Matthew F Laker, Heather Laker	(615) 475-5005
1914 N Roan St, Ste 105, Johnson City, TN 37601	Jason Baker & Autumn Baker	(423) 302-0927

Texas		
6100 W Park Blvd Suite 100B, Plano, TX 75093	Aaron Wagner	(469) 200-6537
1516 E Southlake Blvd, Southlake, TX 76092	Aaron Wagner & Mike Mains	(817) 601-8162
7707 N MacArthur Blvd Suite #140, Irving, TX 75063	Rebecca Taylor, Quincey Taylor, Nathan Taylor, Tim Taylor, Sarah Sheffield, Clark Sheffield	(469) 482-9013
717 Hebron Pkwy Ste 120, Lewisville, TX 75057	Rebecca Taylor, Nathan Taylor, Sarah Sheffield	(682) 651-7111
7709 McPherson Rd. Suite 103b, Laredo Tx, 78045	Josiah Scheid, Tina Scheid, Jason Thompson, Hannah Thompson	(956) 415-0015
2710 W University Dr, Unit 1030 Denton TX, 76201	Jake Finlinson & Kurt Montgomery	(940) 331-0577
11619 Bandera Rd, Suite 103, San Antonio TX 78250	Michelle Russell, Regan Russell, William Douglas Horne	(210) 741-6193
Utah		
24 Pioneer Crossing Suite 300, Saratoga Springs, Utah 84045	Brooke Jackson, Lori Castangnetto	(801) 823-1630
356 Market Place Dr, Centerville, UT 84014	Ryan Robert Eldridge and Jorden Backman	(385) 200-2179
463 S Main Street, Bountiful Ut 84010	Ryan Robert Eldridge and Jorden Backman	7(385) 399-9899
809 W Riverdale Rd, Riverdale, UT 84405	John Bradley Piercey	(801) 695-4054
Springville	Amberlee Cloward	(385) 404-0158
Virginia		
10007 Dominion Place, Bristol, VA 24202	Autumn Baker, Jason Baker	(276) 268-2729

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

LIST OF CURRENT UNITED STATES COMPANY OWNED LOCATIONS:

NONE

LIST OF UNITED STATES FRANCHISE LOCATIONS REACQUIRED BY FRANCHISOR IN 2025:

NONE

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	Secretary of State	99 Washington Avenue, Albany, NY 12231	(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	Department 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 Fl, New York, NY 10005	(212) 416-8222 Fax: (212) 416-6042
North Dakota	Franchise Examiner	North Dakota Insurance & 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 41200 Olympia, WA 98504-1200	(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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Crumbl Ops Manual

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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," "Our," 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, 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 The terms "including," "include," and "includes" as used throughout this Agreement are not intended to be limiting or exhaustive and mean "including, but not limited to." In addition, the following terms are defined as follows:

"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, soda, or bakery dessert business, including any business whose gross

sales total more than 10% in any of the following products: cookies, donuts, sodas, or other bakery desserts, or other business offering products or services competitive to those of a Crumbl® Business.

"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 that 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.

"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®.

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

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 shall 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 shall identify and propose a location for each Franchise Unit, which must be approved in writing by Us before you sign a lease for, or begin development of, the Franchise Unit. We will not establish or sell franchises within the Development Territory while this Agreement is in effect, except as otherwise provided herein or in a Franchise Agreement related to the operation of a Franchise Business within the Development Territory. 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. You expressly acknowledge and agree that 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 Your Development Territory. We and Our affiliates, exclusively reserve the right to sell Crumbl® products and products under other brands We control, at Our discretion, either personally or through agents, representatives, licensees, or franchisees, both within and without Your Development Territory, through Non-traditional Outlets without paying compensation to You. The term "Non-traditional Outlet" refers to all locations and opportunities that are not a traditional Crumbl® franchise location and includes locations at convention centers, sporting arenas, airports, bookstores, malls, grocery and convenience stores, or other similar locations. Furthermore, We and Our affiliates expressly reserve the right to sell, Market and distribute all Crumbl® products and products under other brands we control, either personally or through agents, representatives, licensees, or franchisees, both within and outside Your Development Territory using other Marketing strategies and distribution channels including the Internet, apps, Social Media, catalog sales, direct sales, retail or wholesale outlets, general media marketing, retail units, and National Accounts, 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. 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. We are not restricted from marketing in Your Development Territory.

We and Our affiliates, exclusively reserve the right to sell Crumbl® products and products under other brands We control, at Our discretion, either personally or through agents, representatives, licensees, or franchisees, both within and without Your Territory, through Non-traditional Outlets without paying compensation to You. The term "Non-traditional Outlet" refers to all locations and

opportunities that are not a traditional Crumbl® franchise location and includes locations at convention centers, sporting arenas, airports, bookstores, malls, grocery and convenience stores, or other similar locations. Furthermore, We and Our affiliates expressly reserve the right to sell, Market and distribute all Crumbl® products and products under other brands we control, either personally or through agents, representatives, licensees, or franchisees, 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 to You is non-exclusive

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 default 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. 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. 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, the 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 default 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 Definition of Confidential Information. "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, Recipes, 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 the 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) the Intellectual Property that is generally deemed confidential. Confidential Information further includes all Improvements whether developed or discovered by Us or You.

7.2 Confidentiality. During the term of this Agreement and at any time after the

Termination of this Agreement, You shall not, and You shall ensure that those over whom You have control shall not, (a) make any unauthorized disclosure, use, copy, transmittal, recreation, reproduction, or other use of any part of the Confidential Information, other than as authorized by this Agreement; or (b) engage in, be involved with, be employed by, or contract with any other person, firm, corporation, limited liability company, or entity in any capacity where such engagement, (i) would reasonably require, entail, or result in the disclosure, use, or access to any Confidential Information; and/or (ii) could reasonably be expected to result in a conflict of interest or pose an actual risk of disclosure of any Confidential Information. You shall 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, You shall not forward any communication (email, paper, etc.) from Us to You to another email account You control or share, or forward to anyone, including employees, without first receiving Our express written consent.

7.2.1 Prior Disclosures. You acknowledge and agree that the information disclosed by Us 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 duties of non-use and non-disclosure) as if such information had been disclosed following the execution of this Agreement.

7.3 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 (A) through (R) below, this Agreement will automatically terminate without written notice to You.

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 Defaults. You repeatedly default (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 any of Your Franchise Businesses or You disclose or use the contents of the Manuals, trade secrets, or Confidential Information or other proprietary information provided to You by Us in violation of this Agreement.

E. Public Safety. Your maintenance or operation of any of Your Franchise Businesses 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 any of Your Franchise Businesses.

H. Unauthorized Transfer. You attempt to Transfer (as defined in Article XIV below) all or any part of this Agreement, any of Your Franchise Businesses, or any material portion of the property associated with any of Your Franchise Businesses, 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 11 and elsewhere in this Agreement, including if You, any of Your

Owners, or any of Your Immediate Family has an interest in, directly or indirectly, in a Competing Business.

L. Termination of Lease Agreement. Your Lease for any of Your 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 any of Your Franchise Businesses.

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. Any of Your Franchise Businesses 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.

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 We make a determination, in Our sole discretion, that You are not well suited to acting as a Crumbl® area developer, then We may terminate this Agreement upon written notice to You. The factors used by Us to determine if You are not well suited to be an area developer include poor temperament, poor community reputation, actions that we feel negatively affect our system, goodwill, or trademarks, poor performance of existing franchise location(s), lack of business acumen, default of a Franchise Agreement, default of this Agreement, non-compliance with

our system, personality or relationship conflict, and poor communication, as determined by Us. We may make this determination at any time during the term of this Agreement.

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 initial franchise fee that was current as of the Effective Date of this Agreement 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. Any default by You or any of Your affiliates under, or termination, expiration without renewal, abandonment, or cessation of operations of, any Franchise Agreement or any other agreement with Us or any of Our affiliates relating to any Franchise Business will constitute a default under this Agreement. Upon such default, We may, in addition to any other rights and remedies, terminate this Agreement and/or any other agreements between You (or Your affiliates) and Us (or Our affiliates), upon written notice to You, without any requirement to provide a separate opportunity to cure except to the extent required by applicable law.

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 for any extensions or Successor Franchises hereof, You and Your 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, 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 creates irreparable harm to Us and to the System.

11.2 Post-Term Covenant. Upon Termination of this Agreement and for a continuous, uninterrupted period of three years thereafter, You and Your Immediate Family shall not, 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 in operation at the time of Termination or Transfer 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 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 Crumbl® 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.

11.4 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.

11.5 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.

11.6 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.

11.7 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 default or threatened default 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 default.

11.8 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 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.

11.9 Survival of Covenants. The foregoing covenants in this Article 11 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.

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 of its rights or privileges, nor any shares or units in the ownership of Your entity or Your Franchise Business(es) may be Transferred (as defined below) in any manner by You or anyone else, including, by consolidation or merger, or by issuance of securities representing an ownership interest, unless Our prior written approval is obtained, which may be withheld in Our reasonable discretion. As a prerequisite to seeking Our consent, You must provide Us with all documentation relating to the Transfer of Your Franchise Business(es), Your entity, or this Agreement. Said approval will be conditioned upon Our satisfaction with the qualifications set forth in Section 12.4 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 or Your Entity for sale.

12.2.2 Any such assignment or transfer without such approval will constitute a default 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 the "Area Development Agreement 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 Qualifications of Transferee. In determining the acceptability of the proposed transferee, We will consider, among other things, Our then-current standards for new franchisees and/or developers, including the net worth, credit worthiness, background, training, personality, reputation, brand-culture alignment, 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. Neither We nor Our affiliates are 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 harmless from any liability whatsoever relating thereto.

12.5 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 (other than an internal Transfer as described in Section 12.8) 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.

12.6 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.

12.7 Owners of the Franchise. You shall disclose to Us all of the individuals and entities, along with all of their sub-owners down to the level of their individual owners, who own any interest in your franchise business or this Agreement. You represent and warrant that all such individuals and entities are the sole holders of a legal and beneficial interest in your franchise business or this Agreement. We reserve the right to decline entering into this Agreement with You or approving a Transfer of this Agreement, Your entity, or Your Franchise Businesses, if Your entity, or the transferee's entity, comprises, or will comprise, an excessive number of individuals, as determined by Us in Our sole discretion.

12.8 Internal Transfers. If a proposed Transfer of any interest in Your entity or this Agreement 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 of Your current owners, and such proposed Transfer along with all of the Transfers of any interest in Your entity that have occurred during the Term, are comprised of, in the aggregate, 50% or less of the total ownership and voting interest in Your entity (ownership and voting interests will each be assessed separately), You are not required to pay the Area Development Agreement Transfer Fee for such Transfer and We will not be entitled to exercise Our right of first refusal set forth in Section 12.5. 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.

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 Attn: Legal Department 1712 South East Bay Boulevard, Suite 200 Provo, Utah 84060 (or Our then-current headquarters) Email: legal@crumbl.com	_____ _____ _____ Email: _____

Article 14 - Disputes & Arbitration

14.1 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.

14.2 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:

14.2.1 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.

14.2.2 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.

14.2.3 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 15 – General Provisions

15.1 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.

15.2 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 14, 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.

15.3 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 default 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.

15.4 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.

15.5 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.

15.6 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 defaulted, or which obtains substantially the relief sought.

15.7 Binding Effect. This Agreement will be binding upon the parties hereto and their respective assigns and successors in interest.

15.8 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.

15.9 Limited Obligations. We make no warranty or covenant to provide to You any level of Marketing, site selection assistance, or other development or operational assistance or services, other than as expressly set forth in this Agreement. This Agreement does grant You the right to be awarded additional franchises other than as expressly set forth in this Agreement.

15.10 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.

15.11 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 default, or cause the violation or default, of any agreement or covenant between them or any of them and any third-party or the violation, default, or breach of any order, decree or judgment of any court or administrative agency.

15.12 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.

15.13 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.

15.14 Survival of Provisions. All 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 Franchisor Party, to pay all amounts owed, to continue to observe the confidentiality, including nondisclosure and non-use of all Confidential Information, brand-protection, non-competition, and other restrictions of this Agreement, including the provisions with respect to arbitration and dispute avoidance.

15.15 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.

15.16 Effective Date. This Agreement will become effective as of the Effective Date only when fully 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 default of, any provision in the Development Agreement, including confidentiality, indemnification, 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

ADDENDUM TO THE AREA DEVELOPENT AGREEMENT
FOR THE STATE OF CALIFORNIA

The following sections of the Area Development Agreement are amended, applicable solely to You and/or Your owner(s) who are residents of the State of California as of the Effective Date, as follows:

1. Sections 11.2, 11.3, and 11.4 of the Area Development Agreement are omitted in their entirety.

2. Section 15.14 of the Area Development Agreement is replaced in its entirety as follows:

   15.14 Survival of Provisions. All 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 Franchisor Party, to pay all amounts owed, to continue to observe the confidentiality, including nondisclosure and non-use of all Confidential Information, brand-protection, and other restrictions of this Agreement, including the provisions with respect to arbitration and dispute avoidance.

ADDENDUM TO THE AREA DEVELOPENT AGREEMENT
FOR THE STATE OF HAWAII

The following section(s) of the Area Development Agreement are amended, applicable solely to You and/or Your owner(s) who are residents of the State of Hawaii as of the Effective Date, as follows:

Payment of the Development Fee and any other initial fees due to Us or Our affiliate will be deferred in an amount proportional to the Initial Franchise Fee for each Franchise Business. This deferral will remain in effect for each respective Franchise Business under the Development Schedule until We have fulfilled all initial obligations, and the respective Franchise Business is operational.

ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
FOR THE STATE OF ILLINOIS

Illinois Law governs the area development agreement.

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 conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in the Franchise Agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, the 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.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of: (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

In fiscal year 2023, the Franchisor's affiliate derived more than $31M in revenue from purchases required to be made by franchisees.

You are required to contribute to an Advertising Fund. The Franchisor may use up to 50% of those fund contributions to advertise and solicit new franchisees.

There are issues with the Franchisor's trademark and name. Read Item 13 in the disclosure document carefully to make certain that you understand the potential repercussions of trademark interference, oppositions, and cancellations.

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 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. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

6. All development fees and initial payments by area developers shall be deferred until the first franchise under the development agreement opens.

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 agree to all of the terms and provisions of this Addendum and have caused this Addendum to be effective as of _____.

FRANCHISOR:

CRUMBL FRANCHISING, LLC

By: _____
Its, _____

FRANCHISEE:

_____

By: _____
Name & Title: _____

INDIVIDUALS:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

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: _____

ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
FOR THE STATE OF WASHINGTON

WASHINGTON ADDENDUM TO THE FRANCHISE DISCLOSURE DOCUMENT, THE FRANCHISE AGREEMENT, AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, the franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. **Conflict of Laws**. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. **Franchisee Bill of Rights**. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor, including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. **Site of Arbitration, Mediation, and/or Litigation**. 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.

4. **General Release**. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. **Statute of Limitations and Waiver of Jury Trial**. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

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

7. **Termination by Franchisee**. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. **Certain Buy-Back Provisions**. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. **Fair and Reasonable Pricing**. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. **Waiver of Exemplary & Punitive Damages**. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. **Franchisor's Business Judgement**. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. **Indemnification**. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. **Attorneys' Fees**. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. **Noncompetition Covenants**. 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. **Nonsolicitation Agreements**. 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.

16. **Questionnaires and Acknowledgments**. No statement, questionnaire, or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

17. **Prohibitions on Communicating with Regulators**. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers**. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. **Fee Deferral**. In lieu of an impound of franchise fees, the Franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. Because franchisor has material pre-opening obligations with respect to each franchised business Franchisee opens under the Area Development Agreement, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and Franchisee is open for business with respect to each such location.

The undersigned does hereby acknowledge receipt of this addendum.

FRANCHISOR:	FRANCHISEE:
CRUMBL FRANCHISING, LLC	_____
By: _____ (Signature)	By: _____ (Signature)
Name: _____	Name: _____
Title: _____	Title: _____

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, any of Franchisee's wholly-owned or controlled corporation, subsidiary, any shareholders, owners, partners, officer, directors, employees agents, successors, assigns, heirs, executors and administrators of any of them, and Personal Guarantor(s) (the "Franchisee Parties") individually and collectively, 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 (the "Franchisor Parties"), individually and collectively, of and from any and all claims, demands, obligations, causes of action, injuries, suits or liabilities of any kind and nature, whatsoever, whether known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which any of the Franchisee Parties may have, or may hereafter claim to have had or to have acquired against the Franchisor Parties and in whatever legal theory or form which Franchisee Parties 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 Parties, 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 Parties 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 or Franchisor Parties, 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 THAT THE CREDITOR OR THE RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

_____ (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.]

The releases herein do not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

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.

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

crumbl®

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 55-56)	**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	If the premises is not already known, this will be filled out and initialed later.	
Company Reps. and Warranties	Exhibit A-2	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	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	Each of your employees must fill out and sign and date a separate form.	
Authorization Agreement for Direct Payments (ACH Debits)	Exhibits A-6 and A-7	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	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 California, Hawaii, Illinois, Maryland, Minnesota, North Dakota, South Dakota, Virginia, Washington, and Wisconsin	Exhibit A-9	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-10	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, date, and complete as applicable.	

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 (pages 14)	Fill in franchisee's name, address, and email.	
**Area Development Agreement	Exhibit – H (pages 19-20)	Both the franchisor and the franchisee must sign.	
**Area Development Agreement	Exhibit – H (page 21)	Fill in the Development Territory information. Both the franchisee and the franchisor must initial and date.	
**Area Development Agreement	Exhibit – H (page 22)	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 (pages 23-25)	On the first page, (1) Fill in the date and guarantor's name and (2) the date of Development Agreement. On the last 2 pages, all parties must sign and date.	
**Addendum for California, Illinois, Maryland, North Dakota, Washington	Exhibit - H (pages 26-35)	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 **<u>annually</u>**.	
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"
TO THE FDD

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 April 6, 2026, as amended April 28, 2026.

The franchisor, Crumbl Franchising, LLC, is located at 1712 South East Bay Boulevard, Suite 200, Provo, Utah 84060. Its telephone number is 385-273-7119. The names, business addresses, and phone numbers of each franchise seller offering this franchise are as follows:

Name	Address	Phone Number
Jason McGowan	1712 South East Bay Boulevard, Suite 200, Provo, Utah 84060	385-273-7119
Allysen Bell	1712 South East Bay Boulevard, Suite 200, Provo, Utah 84060	385-273-0388
Jayson Dursteler	1712 South East Bay Boulevard, Suite 200, Provo, Utah 84060	385-273-0388
Channing Hemsley	1712 South East Bay Boulevard, Suite 200, Provo, Utah 84060	801-810-9735
Scott Gill	1712 South East Bay Boulevard, Suite 200, Provo, Utah 84060	385-273-0388
Erin Peterson	1712 South East Bay Boulevard, Suite 200, Provo, Utah 84060	385-273-0388
Ryan Fenn	1712 South East Bay Boulevard, Suite 200, Provo, Utah 84060	385-273-0388

I received a disclosure document dated April 6, 2026, as amended April 28, 2026, 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 1712 South East Bay Boulevard, Suite 200, Provo, Utah 84060, 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)

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Date: _____
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Signature of Prospective Franchisee

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Print Name

_____
Title (if Signing for Company)

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