FRANCHISE DISCLOSURE DOCUMENT

FLOWERAMA OF AMERICA, INC.
An Iowa Corporation
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www.flowerama.com

The franchise offered is for the retail sale of fresh cut flowers, floral arrangements, green plants, blooming plants, artificial flowers and plants, a full line of floral and plant accessories and gifts, and fresh fruit products, including fresh cut fruit bouquets and related products (collectively, the fresh fruit products, fresh cut fruit bouquets and related products are referred to as "fruit bouquets"). The franchises offered by this disclosure document include a standard Flowerama Center (as defined below), start-up Flowerama Center that is co-branded with the 1-800-Flowers brand, an existing Flowerama Center that will co-brand with the 1-800-Flowers brand, and a Fruit Bouquets Program.

Standard Flowerama Center Franchise Program. Under the Standard Franchise Program, you will sign a Franchise Agreement to operate one Standard Flowerama Center at a single location. The total investment necessary to begin operation of a Standard Flowerama Center franchise is from $227,000 to $741,000 when the real estate is leased and from $502,000 to $1,095,000 when the real estate is purchased. This includes $18,500 to $36,500 that must be paid to the franchisor and/or its affiliate.

Co-Brand Flowerama Center Franchise Program. Under the Co-Brand Franchise Program, you will purchase either one start-up Flowerama Center that will be co-branded with the 1-800-Flowers brand, or, if you are an existing Flowerama franchisee, you will obtain the right to co-brand your existing Flowerama Center with the 1-800-Flowers brand. The total investment necessary to begin operation of a start-up Co-Brand Flowerama Center is from $227,000 to $741,000 when the real estate is leased and from $502,000 to $1,095,000 when the real estate is purchased. This includes $18,500 to $36,500 that must be paid to the franchisor and/or its affiliate. The total investment necessary for an existing Flowerama franchise to co-brand with 1-800-Flowers is from $24,500 to $127,250. This includes $1,000 to $1,500 that must be paid to the franchisor and/or its affiliate.

Fruit Bouquets Program. Under the Fruit Bouquets Program, we will grant you the right to offer and sell fruit bouquets and related products from your Standard Flowerama Center or Co-Brand Flowerama Center. If you choose to purchase the "Fruit Bouquets Program", the total investment necessary to begin operation of this program is from $18,500 to $53,500. This includes $0 to $7,500 that must be paid to the franchisor and/or its affiliate.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our Senior Vice President – Franchising Vincent J. McVeigh, Two Jericho Plaza, Suite 200, Jericho, New York 11753 and (516) 237-6000.

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

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

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

ISSUANCE DATE: OCTOBER 15, 2022

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits D and E.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit B 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 Flowerama Center 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 Flowerama Center franchisee?	Item 20 or Exhibits D and E list 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 C.

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

Special Risks to Consider About *This* Franchise

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

1. Out-of-State Dispute Resolution. The Franchise Agreement requires you to resolve disputes with us by arbitration or litigation only in New York. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitrate with us in New York than in your own state.

2. Spousal Liability. The Franchisee's spouse may in some circumstances be required to sign a personal guarantee making the spouse jointly and severally liable for the obligations of the franchisee under the franchise agreement which also places the spouse's personal and marital assets at risk. You may want to consider this when making a decision to purchase this franchise opportunity.

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.

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

THE FRANCHISOR

The Franchisor is Flowerama of America, Inc. To simplify the language in this Disclosure Document, "Franchisor," "our", "we" and "us" means Flowerama of America, Inc. "You" or "Franchisee" means the business entity, person or persons who signs the Franchise Agreement.

We were incorporated in the state of Iowa on April 22, 1966. Our principal place of business is 5108 Nordic Drive, Cedar Falls, Iowa 50613. We do business as Flowerama of America, Inc. using the trade names "Flowerama" and "Flowerama of America". Our franchise offering will use the trade names and service marks "Flowerama" or "Flowerama of America" (the "Flowerama Marks") as well as "1-800-Flowers" and "1-800-Flowers.Com" (for Co-Brand Flowerama Centers only), as we may designate (collectively, the "Co-Brand Marks"). Our agents for service of process are disclosed in Exhibit C.

Since 1970, we have operated company-owned retail floral centers in enclosed shopping malls. From 1972 until July 1990 we sold franchises for the operation of Flowerama retail floral centers in enclosed shopping malls. We no longer operate franchises located in enclosed malls. In 1986, we opened a company-owned retail floral center that was not located in an enclosed shopping mall. We called this our freestanding center. We have offered franchises for freestanding centers since April 1988. The freestanding franchise center was readily accepted by our franchisees and soon became the focus of our future development. Rather than continue franchise development with two types of centers, we chose to discontinue the enclosed mall franchise center. We have not offered franchises in any other lines of business.

As July 3, 2022, we had 27 franchisees operating 35 Flowerama Centers in the United States of a type substantially similar to the franchise being offered, of which 1 is a Co-Brand Flowerama Center.

OUR PARENTS, PREDECESSORS AND AFFILIATES

We have no predecessors. We are a wholly-owned subsidiary of 1-800-Flowers.Com, Inc., a Delaware corporation ("1-800-Flowers"), our parent, through another wholly-owned subsidiary of 1-800-Flowers, 1-800-Flowers Retail Inc., a Delaware corporation ("Retail"). Retail acquired 100% of our issued and outstanding shares of stock on August 1, 2011.

Our affiliates are: BloomNet, Inc., a Delaware corporation ("BloomNet"); 800-Flowers, Inc., a New York corporation ("800-Flowers"); 1-800-Flowers.com Franchise Co., Inc., a Delaware corporation ("1-800-Flowers Franchise"); Conroy's, Inc., a California corporation ("Conroy's"); Napco Marketing Corp, a Delaware corporation ("Napco"); Cheryl & Co., an Ohio company ("Cheryl"); The Popcorn Factory, Inc., a Delaware corporation ("Popcorn"); DesignPac Gifts LLC, an Illinois limited liability company ("Design"); and Harry & David Operations, Inc., a Delaware corporation ("HDO"). 1-800-Flowers does not guarantee our performance under the Franchise Agreement.

1-800-Flowers, through its subsidiaries, is an e-commerce provider of floral products, plants, fresh fruit products, including fresh cut fruit bouquets and related products (the fresh fruit products, fresh cut fruit bouquets and related products are collectively referred to as "fruit bouquets") and gifts through the Internet and conducts international flowers-by-telephone businesses under the names "1-800-Flowers", "Fruit Bouquets by 1-800-Flowers.com" or "fruitbouquets.com", and utilizes the toll-free telephone number 1-800-

356-9377; corresponding to "1-800-Flowers", to receive orders for flowers, fruit bouquets, gifts, and other related products. 1-800-Flowers, through one of its subsidiaries, operates a business (the "BloomNet Network") that refers floral orders received from consumers through the Internet and by telephone for fulfillment and delivery. 1-800-Flowers is the holder of the "Conroy's Flowers", "1-800-Flowers|Conroy's", "1-800-Flowers", "1-800-Flowers.Com", "Fruit Bouquets", "Fruit Bouquets by 1-800-Flowers.com", and "fruitbouquets.com" service marks, trademarks, logos and other identifying marks (collectively, the "1-800-Flowers Marks"). BloomNet grants limited licenses to use certain software, documentation and copyrighted content that comprise the "BloomNet Technologies System" for the fulfillment of floral orders and other functions and the fulfillment of orders at retail flower shops. The term "floral orders" includes orders for fruit bouquets, gifts and other products that we typically offer. Napco is a subsidiary of BloomNet and sells hard goods and other products related to a retail flower shop. In addition, our Franchisees may purchase certain products from Cheryl, Popcorn, Design and HDO in order to fulfill certain types of orders from 800-Flowers.

Retail operates 8 company-owned Co-Brand Flowerama Centers operating in the State of Iowa under conditions substantially similar to those required by the Franchise Agreement and Franchise Operations and Brand Standards Manual. Each of the company-owned outlets has been co-branded with 1-800-Flowers under the trade name "1-800-Flowers|Flowerama". 1-800-Flowers Franchise has offered franchises for retail flower shops of the type being franchised since 2002 under the 1-800-Flowers Marks. Conroy's franchises the right to operate Conroy's Flowers retail flower shops under the trade name "1-800-Flowers|Conroys". Conroy's has offered franchises for retail flower shops of the type being franchised since March 1974.

With the exception of BloomNet, Napco, Cheryl, Popcorn, Design and HDO, the principal business address of 1-800-Flowers and its affiliates is: Two Jericho Plaza, Suite 200, Jericho, New York 11753. BloomNet and Napco's principal business address is 7800 Bayberry Road, Jacksonville, Florida 32256. Cheryl's principal place of business is 646 McCorkle Boulevard, Westerville, Ohio 43082. Popcorn's principal place of business is 13970 West Laurel Drive, Lake Forest, Illinois 60045. Design's principal place of business is 2457 West North Avenue, Melrose Park, Illinois 60160. HDO's principal place of business is 2500 South Pacific Highway, Medford, Oregon 97501.

FLOWERAMA MARKS, SYSTEM AND TRADE PRACTICES

We have developed the Flowerama system of doing business (the "System") for the operation of franchised outlets ("Centers" or "Flowerama Centers") operating under the Flowerama Marks and our valuable trade practices, designs, phrases, logos, signs, formulas, operating procedures, electronic systems, merchandising methods, cost control, accounting and general business techniques, strategies, routines, copyrights, manuals, training materials, bulletins and all other items we own, use or develop (collectively, the "Flowerama Trade Practices") that offer the retail sale of quality fresh flowers, green plants, blooming plants, artificial and fresh floral arrangements and related floral accessory items. You must operate your Center according to our standards and specifications and you must sign our standard franchise agreement (the "Franchise Agreement"), which is attached to this Disclosure Document as Exhibit A-1. The distinguishing characteristics of the System include, without limitation, distinctive exterior and interior design, décor, color schemes, fixtures, and furnishings; standards and specifications for products and supplies; service standards; uniform standards, specifications, and procedures for operations; procedures for inventory and management control; training and assistance; and advertising and promotional programs; customer lists, including current and prospective customer names and addresses, information about credit extensions to customers, customer service purchasing histories, and prices charged to customers and other confidential information, all of which may be changed, improved, and further developed by us from time to time.

During the term of the Franchise Agreement, you may deal directly with us with respect to managerial assistance in operating your Center. You do not have to deal with a particular supplier; you may purchase goods and supplies from any number of persons who can meet our objective quality standards. We will help you locate these suppliers. You will not have to utilize any particular form of business (such as a corporation or limited liability company) in operating your Center.

THE STANDARD FRANCHISE PROGRAM

Under this program (the "Standard Franchise Program"), you will sign a Franchise Agreement (Exhibit A-1) to operate one Flowerama Center (a "Standard Flowerama Center") at a location that you select and we accept (a "Franchised Location"). Your Franchised Location will be designated in your Franchise Agreement before we sign the Franchise Agreement.

THE CO-BRAND FRANCHISE PROGRAM

Under this program (the "Co-Brand Franchise Program"), we will grant you the right to either purchase a start-up co-branded Flowerama and 1-800-Flowers Center operating under the Co-Brand Marks, or the right to co-brand your existing Flowerama Center with the 1-800-Flowers brand (each, a "Co-Brand Flowerama Center"). You will sign a Franchise Agreement (Exhibit A-1) and a Co-Brand Franchise Addendum for: (a) a start-up Center (Exhibit A-2 to the Franchise Agreement) or (b) co-branding your existing Center (Exhibit A-3 to the Franchise Agreement) to operate the Co-Brand Flowerama Center at a Franchised Location. Your Franchised Location will be designated in your Franchise Agreement before we sign the Franchise Agreement.

Use of the term "Flowerama Center" or "Center" in this Disclosure Document refers to both a Standard Flowerama Center and a Co-Brand Flowerama Center unless the context of its use indicates otherwise.

THE FRUIT BOUQUETS PROGRAM

Under this program (the "Fruit Bouquets Program"), we also offer to franchisees the opportunity to provide fresh fruit products, including fresh cut fruit bouquets and related products (a "Fruit Bouquets Business") from their Centers under the trademarks and service marks "Fruit Bouquets", "fruitbouquets.com" and/or "Fruit Bouquets by 1-800-Flowers.Com" (collectively, the "Fruit Bouquets Marks"). A Fruit Bouquets Business may only be added into a Flowerama Center. Under the Fruit Bouquets Program, you will sign a Fruit Bouquets Addendum to Franchise Agreement (Exhibit A-4) that will grant you the right to offer and sell fruit bouquets from your Flowerama Center. You will add fruit bouquets to your product offerings and use the Fruit Bouquets Marks, as we designate, and signage in and on the shop, on the delivery vehicles, and in all marketing efforts as per our approval. If you would also like to receive fruit bouquets orders for fulfillment from 800-Flowers separate and apart from our franchise program, then you may also sign a Fruit Bouquets Order Fulfillment Agreement (Exhibit H-2).

BLOOMNET MEMBERSHIP, BLOOMNET TECHNOLOGIES SYSTEMS AND PREMIER ORDER FULFILLMENT

In addition to the Franchise Agreement, when you purchase this program, you must sign the BloomNet Membership Agreement (Exhibit I-1) and BloomNet Technologies Systems Agreement (Exhibit I-2). The BloomNet Membership Agreement allows you to join the BloomNet Network, and the BloomNet

Technologies Systems Agreement allows you to refer and receive orders and communications through the BloomNet Technologies Systems. Separate and apart from our franchise programs, 800-Flowers may refer you floral and gift orders to fulfill in your trade area if you maintain a standard of high quality and fulfill these orders to the complete satisfaction of 800-Flowers. In addition, 800-Flowers may, in its discretion, offer you, and you may also choose, to sign the Premier Order Fulfillment Agreement (Exhibit H-1), which will allow you to be referred and fulfill floral orders for 800-Flowers in your trade area on a more frequent basis than you would otherwise receive.

MARKET AND COMPETITION

Our franchise offers a unique and innovative approach to the retail floral business. We specialize in quality fresh flowers, green plants, blooming plants, artificial and fresh floral arrangements at everyday affordable prices. This cash and carry approach enables customers of a Flowerama Center to make floral products a part of their everyday life and not a luxury to be enjoyed only on special occasions. Your market includes the general public. Your competitors include other retail flower and plant shops, including members of the BloomNet Network, franchisees of ours and our affiliates, gift shops and other retail operators such as grocery stores and discount retailers, as well as street vendors, telephone services and Internet merchants, including 1-800-Flowers.Com, which offer flowers, plants and gift items for sale to the public. If you purchase the right to offer and sell fruit bouquets, you will also experience competition from other companies that provide these products, some of which may be internet-based and/or franchise systems, such as Edible Arrangements. If you add the Fruit Bouquets Program into your Center, you will also have competition from us and other companies that provide these products, some of which may be Internet-based and/or franchise systems.

INDUSTRY SPECIFIC REGULATIONS

The Center must comply with federal, state and local laws applicable to the operation of a floral service business, including obtaining all applicable permits and approvals by municipal, county or state agencies. If you offer our Fruit Bouquets products, you must comply with applicable laws regarding the handling, storage, preparation and delivery of fresh fruit. This may require you to obtain food service licenses or other licenses or permits. The Americans with Disability Act of 1990 requires readily accessible accommodation for disabled people and therefore may affect your building construction, site elements, entrance ramps, doors, etc. You must obtain all required real estate permits, licenses and operational licenses. You should investigate whether there are regulations and requirements that may apply in the geographic area in which you are interested in locating your Center and should consider both their effect and cost of compliance. You must also comply with all local, state, and federal laws that apply to your operations, including health, sanitation, insurance, smoking laws and regulations, EEOC, OSHA, non-discrimination, employment, and sexual harassment rules, regulations and laws.

The Payment Card Industry Data Security Standard ("PCI DSS") requires that all companies that process, store or transmit credit or debit card information maintain a secure environment. PCI DSS applies to all organizations or merchants, regardless of size or number of transactions, that accepts, transmits or stores any cardholder data. You should consult with your attorney concerning these and other local laws and ordinances that may affect your Center.

ITEM 2
BUSINESS EXPERIENCE

Executive Chairman: James F. McCann

Mr. McCann has served as Executive Chairman of 1-800-Flowers since July 2016. He has also served as our Chairman since 2006.

Chief Executive Officer: Christopher G. McCann

Mr. McCann was appointed as Chief Executive Officer of 1-800-Flowers in July 2016. He also currently serves as our Vice President.

President: Dinesh Popat

Mr. Popat has been our President since March 2019. He has also served as President of BloomNet, Napco, 1-800-Flowers Franchise and Conroy's since March 2019. From January 2017 to March 2019, he was Chief Marketing Office for Prescriptive Insights in New York, New York. From May 2014 to December 2016, he was Chief Representative Officer for Avon Products, Inc., in New York, New York.

Senior Vice President and Chief Financial Officer: William Shea

Mr. Shea has been Senior Vice President and Chief Financial Officer for 1-800-Flowers since September 2000. He has also served as our Vice President and Treasurer since 2001.

General Counsel, Senior Vice President and Corporate Secretary: Michael R. Manley

Mr. Manley has served as General Counsel, Senior Vice President and Corporate Secretary for 1-800 Flowers since July 9, 2018. From August 2013 to July 2, 2018, he was a Partner and member of the Corporate Group of Venable, LLP located in New York, New York.

Senior Vice President-Real Estate & Construction: Brian McGee

Mr. McGee has served as Senior Vice President-Real Estate & Construction since August 2014. .

Senior Vice President - Franchising: Vincent J. McVeigh

Mr. McVeigh has been Senior Vice President - Franchising of 1-800-Flowers since January 2018. Before that, from November 2008 to December 2017, he served as Senior Vice President of BloomNet.

Senior Vice President - Florist Operations and Fruit Bouquets: Camilo Escobar

Mr. Escobar has been Senior Vice President of Florist Operations and Fruit Bouquets for 1-800-Flowers since September 2008.

Director of Franchise Operations: Stephen Lenzovich

Mr. Lenzovich has been Director of Franchise Operations for 1-800-Flowers since November 2011.

ITEM 3
LITIGATION

State of Maryland Determination, File Number 2014-0102. In June 2014, the State of Maryland concluded that our affiliate, 1-800-Flowers, violated the Maryland Franchise Registration and Disclosure Law (the "Maryland Franchise Law") between February 25, 2013 and February 25, 2014 by (i) offering and selling its conversion program franchises to 3 Maryland flower shop owners without providing them with its then-current Maryland registered Franchise Disclosure Document, (ii) not requiring them to sign the Maryland state-specific Addendum included in the Franchise Disclosure Document at the time they signed the Franchise Agreement, and (iii) collecting initial franchise fees from one Maryland flower shop owner in violation of Maryland's requirement that it defer collection of initial franchise fees and payments until it completed its initial obligations as franchisor under the parties' Franchise Agreement. On June 19, 2014, 1-800-Flowers, without admitting or denying any violation of law, voluntarily entered into a Consent Order with the Office of the Attorney General of Maryland and agreed to cease and desist from the offer and sale of franchises in violation of the Maryland Franchise Law and pay the Attorney General $5,000 as a civil monetary penalty.

Arizona Family Florists, LLC, Bradley Denham, Cheryl Denham, South Florals DC, LLC, Daniel Sanchez, Samuel Noriega, Water Mill Flowers, Inc., Thomas Dowd and Cesar Rivera, Plaintiffs, vs. 1-800-Flowers.Com, Inc., 1-800-Flowers .Com Franchise Co., Inc. and BloomNet, Inc., Defendants, Case Number 2:16-cv-2638-JFB-AYS. On May 24, 2016, the 1-800-Flowers franchisees named as plaintiffs above filed a Complaint in the United States District Court for the Eastern District of New York against the defendants, which was followed by their filing of an Amended Complaint on July 15, 2016. The claims of plaintiffs South Florals DC, LLC Daniel Sanchez and Samuel Noriega (the "Miami Plaintiffs") were settled and dismissed with prejudice on February 8, 2017. No monies were paid to the Miami Plaintiffs by any of the Defendants; rather, the parties entered into an order fulfillment agreement; the term of one existing Franchise Agreement was reduced and new Franchise Agreements and Co-Brand Franchise Addenda were entered into for 2 of the Miami Plaintiffs' other shops, all with coterminous terms, and provision was made for the potential execution of Franchise Agreements and Co-Brand Franchise Addenda for future new shops on mutually agreed upon terms. A Second Amended Complaint was filed on February 3, 2017 (with the Complaint and the Amended Complaint collectively, the "Complaint") by the remaining Plaintiffs (Arizona Family Florists, LLC, Bradley Denham and Cheryl Denham, collectively the "Arizona Plaintiffs" and Water Mill Flowers, Inc., Thomas Dowd and Cesar Rivera, collectively the "Ft. Lauderdale Plaintiffs"). The Complaint was for breach of contract and the covenant of good faith and fair dealing, common law unfair competition, violation of the Arizona Consumer Fraud Act, violation of Florida's Deceptive and Unfair Trade Practices Act, Violation of New York's Franchise Sales Act, common law fraud, common law negligent misrepresentation, common law fraudulent inducement and conversion, and seeking damages in the amount of $13,540,120, attorneys' fees, an accounting, a declaration discharging non-compete restrictions, declaratory relief, rescission of an alleged Arizona Fruit Bouquets Franchise Agreement, and a permanent injunction prohibiting defendants from improperly competing in a portion of Fort Lauderdale, Florida, and alleging, among other things, that defendants breached their Order Fulfillment Agreements with the plaintiffs and failed to renew them, failed to pay plaintiffs commissions for completed floral order and gift order fulfillment, failed to provide minimum value in orders, engaged in unfair competition, and made misrepresentations regarding defendants' Fruit Bouquets Program, and that plaintiffs suffered damages as a result. The Defendants filed Answers and Counter-Claims to the Complaint on April 7, 2017. The Answer denied the allegations in the Complaint and asserted numerous affirmative defenses, including release or waiver of certain claims by all or some of the plaintiffs and that certain claims were barred by applicable statutes of limitation, statute of frauds, and rights of set-off. The Counter-Claims sought dismissal of the Complaint, monetary damages for breach of contract, breach of the

Arizona Franchise Agreement and abandonment of the Arizona Franchise by the Arizona Plaintiffs, and injunctive relief regarding the Arizona Plaintiffs' continued unauthorized use of the 1-800-Flowers marks and for enforcement of the non-competition provisions in the plaintiffs' agreements, plus legal fees and expenses.

Following discovery and cross motions for summary judgement, the Defendants engaged in settlement discussions with Arizona Plaintiffs. These settlement discussions proved successful and, in order to avoid the cost of a trial with these plaintiffs, the case was settled in January 2022 for a total sum of $150,000. A settlement agreement was executed by the parties in which there was no admission of liability by any party and which contained mutual releases. A Stipulation of Discontinuance with Prejudice was filed with the Court.

The remaining Ft. Lauderdale Plaintiffs and the Defendants engaged in settlement discussions. These settlement discussions proved successful and, in an effort to avoid the cost of a trial with these plaintiffs, the case was settled in March 2022 for a total sum of $275,000. A settlement agreement was executed by the parties in which there was no admission of liability and contained mutual releases. A Stipulation of Discontinuance with Prejudice was filed with the Court.

Other than these 2 actions, no litigation is required to be disclosed in this Item.

ITEM 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

ITEM 5
INITIAL FEES

The amount of your initial franchise fee (the "Initial Franchise Fee") and the procedures for payment are determined by the type of franchise you purchase.

Initial Franchise Fee for Standard Flowerama Center

You must pay us an Initial Franchise Fee of $35,000 for the first Standard Flowerama Center. The Initial Franchise Fee for the second and any additional Standard Flowerama Centers is $17,500. All Initial Franchise Fees are payable in a lump sum when you sign the Franchise Agreement. The Initial Franchise Fee is not refundable, under any circumstances. If the term of your Franchise Agreement is less than 20 years, then the Initial Franchise Fee may be reduced accordingly.

If you are in good standing under your Franchise Agreement and you wish to purchase another Standard Flowerama Center franchise, we will reduce the Initial Franchise Fee to 50% of the then-current Initial Franchise Fee. The Initial Franchise Fee is payable in a lump sum when you sign the Franchise Agreement, and you must sign our then-current form of Franchise Agreement. No fees or other payments are adjusted for you in the purchase of an additional franchise except reduction of the franchise fee. The Initial Franchise Fee for an additional franchise is not refundable under any circumstances.

Initial Franchise Fee for Co-Brand Flowerama Center

If you are purchasing a start-up co-branded franchise, the Initial Franchise Fee for the first Co-Brand Flowerama Center is $35,000. The Initial Franchise Fee for the second and any additional start-up Co-Brand

Flowerama Centers is $17,500. All Initial Franchise Fees are payable in a lump sum when you sign the Franchise Agreement and Co-Branding Addendum for a Start-Up Flowerama Center (Exhibit A-2) and are not refundable under any circumstances. If the term of your Franchise Agreement is less than 10 years, then the Initial Franchise Fee may be reduced accordingly. If you are an existing Flowerama franchisee that will co-brand its existing Flowerama Center with the 1-800-Flowers brand, we will not charge an Initial Franchise Fee, but you must sign the Co-Branding Addendum for an Existing Flowerama Center (Exhibit A-3) to obtain the co-branding rights.

Initial Franchise Fee for Fruit Bouquets Business

You must pay us an Initial Franchise Fee (the "Fruit Bouquets Initial Franchise Fee") of $7,500 if we grant you the right to sell fruit bouquets and related products (a "Fruit Bouquets Franchise") at one Flowerama Center and a Fruit Bouquets Initial Franchise Fee of $3,500 for a Fruit Bouquets Franchise at each additional Flowerama Center. A Fruit Bouquets Business may only be added into a Flowerama Center. The Fruit Bouquets Initial Franchise Fee is payable in full when you sign the Fruit Bouquets Addendum to the Franchise Agreement (Exhibit A-4) and is not refundable under any circumstances. If you sign a Franchise Agreement and a Fruit Bouquets Addendum to the Franchise Agreement on or before October 1, 2023, we will waive payment of the entire Fruit Bouquets Initial Franchise Fee.

Franchisor Financing

If you meet our criteria, including a minimum credit score of 650, we may offer you the opportunity to finance up to $30,000, which may be used for build-out of your Center and/or purchase and installation of signage. In addition, if you choose to purchase the Fruit Bouquets Program, we may offer you the opportunity to finance up to an additional $30,000, which may be used for build-out costs and signage related to the Fruit Bouquets Business. We may also offer you the opportunity to finance up to an additional $30,000 of remodeling costs and/or signage costs, if you are granted a renewal term. We may also offer you the opportunity to finance up to an additional $30,000 of the Renewal Franchise Fee if you are granted a renewal term. Offers of financing are made to franchisees in our sole discretion on a case-by-case basis. If we offer financing to you, you must sign our form of Promissory Note attached to this Disclosure Document as Exhibit G-1. If you are an entity, your owners must guarantee payment of the Promissory Note under a Guarantee attached to this Disclosure Document as Exhibit G-2, and you must also grant us a security interest in the assets of your Flowerama Center under our form of Security Agreement attached to this Disclosure Document as Exhibit G-3. Financing is generally repaid over 1 year with interest at the rate of 7% per annum. The length of time to repay and the interest rate may vary on a case by-case-basis. If we offer you financing for multiple purposes, you may have to sign multiple Promissory Notes, Guarantees and Security Agreements.

VetFran Discount

We are a member of the International Franchise Association ("IFA") and participate in the IFA's VetFran Program, which provides a discount on Initial Franchise Fees to veterans of the U.S. Armed Forces (or spouses of active duty services members) who otherwise meet the Program's requirements. First-time purchasers of franchises that are veterans of the U.S. Armed Forces are eligible for a 15% reduction on the Initial Franchise Fee of $35,000. To qualify for this discount, the veteran(s) must own at least a 50% interest in the franchise. "Veteran" means a recipient of an honorable discharge as evidenced by the U.S. Department of Defense. It is the veteran's responsibility to give us the required documents to obtain the VetFran discount. There is no VetFran discount if you are receiving this Disclosure Document in connection with purchasing an existing franchised business or renewing your franchise rights.

Product Purchases

We may require you to purchase an initial inventory of items that are specific to the System, such as branded signature products, branded packaging, and gift items. As described in Item 8 below, you will purchase these products from our affiliates, BloomNet and/or Napco. We estimate that the cost of this initial inventory will be between $1,000 and $1,500, which will be payable in full upon delivery of the inventory and is not refundable under any circumstances.

Refunds, Different Fees and Financing

Qualified employees of 1-800-Flowers or its affiliates may pay reduced fees. Otherwise, except for qualified VetFran Participants as described above, all franchisees must pay the initial fees described in this Item 5. The Initial Franchise Fee and Fruit Bouquets Initial Franchise Fee are fully earned by us when paid and are not refundable under any circumstances. We use the proceeds from Initial Franchise Fees to defray a portion of our expenses in connection with the sale and establishment of franchises, such as: (i) costs related to developing and improving our services; (ii) expenses of preparing and registering this Disclosure Document; (iii) legal fees; (iv) accounting fees; (v) costs of obtaining and screening franchisees; and (vi) general administrative expenses. We have the right to reduce, defer or waive the Initial Franchise Fee if and when we determine, in our sole discretion, that doing so is warranted by a given situation. There are no other required payments to or purchases from us or any of our affiliates before you begin operating as our franchisee.

ITEM 6
OTHER FEES[1]

Type Of Fee	Amount	Due Date	Remarks
Royalty – Floral Business	6% of Gross Sales[2]	15 days after end of week in which gross sales made	Reduced to 5% if payment made by 3rd calendar day after close of week for which payment due.
Royalty – Fruit Bouquets	6% of Fruit Bouquets Gross Sales[2]	Payable monthly on the 10th day of the next month	Payable if you purchase the Fruit Bouquets Program.
Local Advertising	1% of Gross Sales[2]	As incurred annually	Payable to third parties. This fee is cancelled if a Marketing Fund is established.
Marketing Fund – Floral Business	2% of Gross Sales[2]	Payable monthly on the 10th day of the next month	Payable to us only if a Marketing Fund is established.
Marketing Fund – Fruit Bouquets	2% of Fruit Bouquets Gross Sales [2]	Payable monthly on the 10th day of the next month	Payable to us only if a Fruit Bouquets Marketing Fund is established.
Transfer – Floral Business – Standard Flowerama Center	$10,000	At time of sale closing	No charge for transfer to a corporate entity you control upon corporate approval.

Type Of Fee	Amount	Due Date	Remarks
Transfer – Floral Business – Co-Brand Flowerama Center	$10,000	At time of sale closing	No charge for transfer to a corporate entity you control upon corporate approval.
Transfer – Fruit Bouquets	$5,000, plus expenses	At time of sale closing	To reimburse our administrative costs in effecting the transfer. You must also reimburse our out-of-pocket costs associated with the transfer.
Renewal – Franchise Agreement - Co-Brand Flowerama Center	$30,000	At time of renewal	For start-up Co-Brand Centers only. If you operate a Standard Flowerama Center or if you co-branded your existing Flowerama Center with 1-800-Flowers, you will not pay a renewal fee.
Renewal – Fruit Bouquets	$7,500	At time of renewal	
Additional Training – Floral Business	$1,500 per each additional trainee, to defray the direct cost of providing training	In advance of actual training	Assessed only if additional training requested. Initial training provided at no charge.
Late Charges	10% on delinquent fees	Payable with delinquent balance	
Interest	10% per annum or maximum amount permitted by law	Payable with delinquent balance	Interest accrues from the original due date until payment is received in full. Interest is payable in addition to late charges.
Audit	Cost of audit, interest on under-payment at 10% or maximum amount permitted by applicable law and a penalty of 25% of the underpayment	As incurred	Payable if information required by Article 18 of the Franchise Agreement is not provided, or if Gross Sales[2] are under-reported by more than 3%.
Supplier Approval Fee	Not to exceed $1,000	As incurred	To cover the cost we incur in determining our approval of an unapproved supplier.
Order Fulfillment Fees[3, 4]	Currently $3.50 per order or $1.00 net of delivery confirmation	As incurred	Payable to BloomNet.
Other BloomNet Fees[3, 4]	Varies	Varies	You must pay all current fees and transaction charges due under the BloomNet Membership Agreement and the BloomNet Technologies Systems Agreement.

Type Of Fee	Amount	Due Date	Remarks
			The current BloomNet Order Referral Program Rate Schedule is included in Exhibit I-3 to this Disclosure Document. These fees are subject to change at any time.
1-800-Flowers Optional Marketing[5]	$1,800 - $2,500	Annually	Available for Co-Brand Flowerama Centers only.
Liquidated Damages	5% of the gross revenue of any business that provides similar services at your Center or any site within 10 miles of any Flowerama Center or your Center	On demand	If you violate the post-term covenant not to compete, you must pay us, throughout the 2-year period following the termination, transfer, or expiration of your Franchise Agreement.
Relocation Assessment	An amount equal to the Royalty fees you paid for your original Center during the last preceding calendar year plus an additional 10%	On demand	If we consent to a relocation of your Center, you must secure the new franchised location and open your replacement Center at the new franchised location within 12 months from the date we approve the new franchised location. If you fail to do so, we can bill you for the Relocation Assessment as described in this chart.
Private Offering Fee	$10,000 or such greater amount as is necessary to reimburse us for our reasonable costs and expenses with reviewing the proposed offering.	Before offering	Payable for each proposed private offering of securities, partnership or other ownership interests in Franchisee and is in addition to any Transfer Fee under any Franchise Agreement.

Item 6 Notes

[1] Except for the allocation of revenues established by BloomNet or recognized floral wire services (which may be changed by BloomNet or the floral wire services at any time and which is approximately 73% to the fulfilling florist, 20% to the referring florist and 7% to BloomNet or the wire service as a settlement processing charge), all fees are uniformly imposed by, and are payable to, us and are non-refundable, unless we determine otherwise. You must pay us a late charge of 10% of overdue fees. You must pay us interest on the overdue amount at the rate of 10% per annum from the due date. Interest accrues from the original due date until the overdue amount is paid in full and is in addition to the late charges. We will not assess interest or late charges at rates that exceed the maximum amounts permitted by applicable law. No other fees or payments are to be paid to us, nor do we impose or collect any other fees or payments for any third-party. Any fees paid to us are non-refundable, unless otherwise noted. Fees payable to third parties are refundable based on your

individual arrangements. We have the right to change all fees paid to us as discussed in this Item 6 at any time.

[2] The term "Gross Sales" means the entire amount of the actual sales price whether wholly or partly for cash or credit of all sales of merchandise and charges for services and all other charges and receipts for any business conducted in or from the Center, whether by you or any sublessee, concessionaire or licensee, including all deposits not refunded and orders taken, referred or filled from the Center all without credit to franchisee for uncollected or uncollectible credit items. Gross Sales do not include product cost billed from BloomNet or wire service companies when you are the originator of the order, nor delivery charges not exceeding $5.00 per separate order, provided all delivery charges must appear separately on your cash register receipt.

The term "Fruit Bouquets Gross Sales" means all revenues from operating the Fruit Bouquets Program, including from the sale of all products and services by you, in, upon, or from the Center or through, or by any means of the business conducted at the Center, including any orders referred from a third party for fulfillment (except for orders referred for fulfillment by 800-Flowers pursuant to the terms of the Fruit Bouquets Order Fulfillment Agreement), and including any insurance proceeds you receive for loss of business or lost profits due to a casualty or similar event. "Fruit Bouquets Gross Sales" excludes (a) sales or service taxes collected from customers and paid to the appropriate taxing authority, and (b) all customer refunds, adjustments and credits given to customers in good faith.

[3] If you do not timely send your delivery confirmation on an order (by 7:00 PM in the time zone where your Center is located), you must pay an additional charge of $2.25 on such order. If you do not reply with your rejection of an order request within specified time periods, or fail to meet our specified order referring requirements, additional charges will apply, as disclosed in Exhibit I-3, BloomNet Order Referral Program Rate Schedule. You may be assessed a monthly Optional Low Referral Rate of $19.99 for each month you refer fewer than 20 orders from your Center. The BloomNet fees are subject to change at any time.

[4] Separate and apart from our franchise programs, 800-Flowers may refer you floral and gift orders to fulfill in your trade area if you maintain a standard of high quality and fulfill these orders to the complete satisfaction of 800-Flowers. In addition, 800-Flowers may, in its discretion, offer you and you may choose to sign a Premier Order Fulfillment Agreement (Exhibit H-1). The Premier Order Fulfillment Agreement will entitle you to be referred and fulfill floral and gift orders for 800-Flowers in your trade area on a more frequent basis than you would otherwise receive for which you will receive a commission less processing charges, in an amount equal to 80% of the gross sales price of the orders referred by 800-Flowers to you and which are directly fulfilled by you. Your commission and processing charges may vary during the term of your Premier Order Fulfillment Agreement. 800-Flowers may refer incoming floral and gift orders to your Center through the BloomNet Network. 800-Flowers may also refer you orders for fruit bouquets if you choose to sign the Fruit Bouquets Order Fulfillment Agreement and the Fruit Bouquets Addendum to the Franchise Agreement. 800-Flowers may use one of the recognized floral wire services, the BloomNet Technologies Systems, or other electronic systems designated by 800-Flowers to refer these orders. Wire service charges and BloomNet Technologies Systems commissions and fees are in addition to and exclusive of the fees due us under the Franchise Agreement. You must sign a BloomNet Membership Agreement (Exhibit I-1) and a BloomNet Technologies Systems Agreement (Exhibit I-2). The BloomNet Membership Agreement allows you to join the BloomNet Network, and the BloomNet Technologies Systems Agreement allows you to refer and receive orders and communications through the BloomNet Technologies Systems. You will pay BloomNet a monthly membership rate as a BloomNet member

and certain processing and access fees. The monthly membership rates are calculated on a monthly-orders-referred and fulfilled basis and may vary during the term of your BloomNet Membership Agreement. You will also pay BloomNet a monthly software fee and an order fulfillment rate per order for each BloomNet order you fulfill from your Center (see the BloomNet Order Referral Program Rate Schedule attached as Exhibit I-3). Certain fees are calculated on a monthly-orders-referred and fulfilled basis and may vary during the term of your BloomNet Technologies Systems Agreement. We have the right to require you to use certain wire services and/or to restrict the wire services you may use.

[5] Our affiliate, 1-800-Flowers Franchise, has established an optional marketing program for 1-800-Flowers franchisees where it will arrange to have produced and distributed to the participating franchisees certain marketing materials, including banners, seasonal advertising and similar items. If you choose to participate in this program, you will be billed monthly for your participation.

ITEM 7
ESTIMATED INITIAL INVESTMENT

Your Estimated Initial Investment Standard Flowerama Center Real Estate Leased				
Type Of Expenditure	Amount[4]	Method Of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee[1]	$17,500 - $35,000	Cashier's Check	On signing Franchise Agreement	Us
Travel and Living Expenses while Training[2]	$1,000 - $4,000	As incurred	During training	To Airlines, Hotels, Restaurants
Leasehold and Improvements[3]	$40,000 - $265,000	As incurred	Before opening	To supplier
Equipment	$35,000 - $50,000	As arranged	Before opening	To supplier
Fixtures	$20,000 - $40,000	As arranged	Before opening	To supplier
Signs	$10,000 - $15,000	As arranged	Before opening	To supplier
Awnings	$7,500 - $40,000	As arranged	Before opening	To supplier
Opening Merchandise Inventory	$25,000 - $50,000	Lump sum	As incurred	To supplier
Opening Supply Inventory[4]	$6,000 - $8,000	Lump sum	Before opening	BloomNet and/or Napco, and Suppliers
Lease Charges – 3 Months Pre-Paid Rent & Security Deposit[5]	$10,000 - $24,000	As incurred	As required by lease	Landlord
Miscellaneous Opening Costs[6]	$5,000 - $10,000	As incurred	Before opening	Vendors, Suppliers
Insurance[9]	$9,000 - $15,000	As arranged	Before Opening	Insurance Companies

Your Estimated Initial Investment Standard Flowerama Center Real Estate Leased				
Type Of Expenditure	Amount[4]	Method Of Payment	When Due	To Whom Payment Is To Be Made
Additional Funds- 3 months[7,10]	$36,000 - $150,000	As incurred	As incurred	Employees, Vendors, Utilities, etc.
Vehicle	$5,000 - $35,000	As arranged	Upon purchase	Vehicle dealer
TOTAL[10]	$227,000 - $741,000			

Your Estimated Initial Investment Standard Flowerama Center Real Estate Purchased				
Type Of Expenditure	Amount[4]	Method Of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee[1]	$17,500 - $35,000	Cashier's Check	On signing Franchise Agreement	Us
Travel and Living Expenses while Training[2]	$1,000 - $4,000	As incurred	During training	To Airlines, Hotels, Restaurants
Leasehold and Improvements[3]	N/A			
Land & Building[8]	$325,000 - $750,000	As Incurred	Upon purchase & completion	Real Estate Seller & Contractor
Equipment	$35,000 - $50,000	As arranged	Before opening	To supplier
Fixtures	$20,000 - $40,000	As arranged	Before opening	To supplier
Signs	$10,000 - $15,000	As arranged	Before opening	To supplier
Awnings	$7,500 - $35,000	As arranged	Before opening	To supplier
Opening Merchandise Inventory	$25,000 - $30,000	Lump sum	As incurred	To supplier
Opening Supply Inventory[4]	$6,000 - $8,000	Lump sum	Before opening	BloomNet and/or Napco, and Suppliers
Miscellaneous Opening Costs[6]	$5,000 - $10,000	As arranged	Before opening	Vendors, Suppliers
Insurance[9]	$9,000 - $13,000	As arranged	Before Opening	Insurance Companies
Additional Funds - 3 months[7, 10]	$36,000 - $70,000	As incurred	As incurred	Employees, Vendors, Utilities, etc.
Vehicle	$5,000 - $35,000	As arranged	Upon purchase	Vehicle dealer
TOTAL[10]	$502,000 - $1,095,000			

All fees and payments are uniformly imposed, payable to us and are non-refundable unless otherwise noted. As described in Item 5 above and Item 10 below, in our sole discretion, we may offer franchisees the opportunity to finance up to $30,000 of the build-out and/or signage costs for a Center and we may offer franchisees the opportunity to finance up to an additional $30,000 of the Renewal Franchise Fee if they are granted a renewal term. We may also offer franchisees the opportunity to finance up to an additional $30,000 of remodeling costs and/or signage costs, if they are granted a renewal term. In addition, we may offer franchisees the opportunity to finance up to an additional $30,000 of a portion of the build-out costs and signage costs for a Fruit Bouquets Business. We do not offer financing for any other fees.

Notes:

(1) Initial Franchise Fee. See Item 5 for information regarding the Initial Franchise Fee.

(2) Training. Training sessions will be conducted in Cedar Falls, Iowa and/or through a virtual communication platform.

(3) Leasehold Improvements. A freestanding Center can range in size from 1,250 to 5,000 square feet. Cost of leasehold improvements varies depending on factors such as size, condition and location of the leased premises.

(4) Ranges. For many items, the difference between the low and high ranges is attributable to the size of the Flowerama Center and the variety of products and supplies necessary for the opening. Initial opening inventory payable to BloomNet, and/or Napco will be between $1,000 and $1,500. See Item 5 above.

(5) Lease Charges. The estimates provided for lease charges include 3 months' rent, plus a security deposit equal to one month's rent. We estimate that the amount you must pay monthly in rent will range from $2,500 to $6,000 depending on the size and location of the Flowerama Center, the availability of commercial rental property, and other similar factors. See note 8 below for additional information, if you choose to purchase real property and construct your Center.

(6) Miscellaneous Opening Costs. Includes telephone installation, utility connection and deposits, various business permits and licenses, accounting and legal expense and insurance premiums.

(7) Additional Funds. You must, at all times, maintain adequate reserves and working capital sufficient for you to fulfill all of your obligations under your Franchise Agreement and to cover the risks and contingencies of your Flowerama Center for at least 3 months. The estimates for "Additional Funds" include payroll expense and any other miscellaneous expenses that you may incur during the first 3 months of operations, but do not include a salary or draw for you. You may have additional expenses depending upon other factors such as your management skill and experience, local economic conditions, prevailing wage rates, competition, whether you have followed our methods and procedures and your level of sales during the initial period. The disclosure laws require us to include this estimate of all costs and expenses to operate your Franchise during the "initial phase" of your business, which is defined as a 3-month period or longer period if "reasonable for the industry." We are not aware of any established longer "reasonable period" for the floral and gift industry, so our disclosure covers a 3-month period. We make no guarantee, and do not intend to imply, that 3 months is a "break even" point for you to recover your initial investment in your Flowerama Center. We make

no representation regarding how long it will take you to recover your initial investment or to become profitable.

(8) The difference between the low and high ranges for land and building is attributable to the size, location, the prevailing real estate market and general economic conditions in your area, as well as construction costs. Though there are no required dimensions for the property or building, we generally look for a building size of approximately 2,000 square feet and a property size of approximately one-half acre.

Our estimate includes the cost of hiring a third party to assist you with locating a suitable site, negotiating a lease or purchase agreement, space planning and project management for the build-out of your Center. We reserve the right to designate the supplier you must use for these services.

(9) Insurance. Our estimates assume that you have at least the minimum insurance that we require. If you do not have the required minimum insurance, you will have to purchase the additional coverages that we require.

(10) Total. We relied on over 50 years of combined experience between us and 1-800-Flowers in the floral and gift business, and on the experiences of our franchisees opening and operating Flowerama Centers, if and to the extent that they shared this information with us to compile these estimates. You should carefully review these estimates with your business advisor before making any decision to buy a franchise. Your experience and costs may vary depending upon other factors such as local economic conditions, prevailing wage rates, competition, and whether you have followed our methods and recommendations.

Your Estimated Initial Investment Start-Up Co-Brand Franchise Real Estate Leased[4]				
Type Of Expenditure	Amount[4]	Method Of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee[1]	$17,500 - $35,000	Cashier's Check	On signing Franchise Agreement	Us
Travel and Living Expenses while Training[2]	$1,000 - $4,000	As incurred	During training	To Airlines, Hotels, Restaurants
Leasehold Improvements[3]	$40,000 - $265,000	As incurred	Before opening	To supplier
Equipment	$35,000 - $50,000	As arranged	Before opening	To supplier
Fixtures	$20,000 - $40,000	As arranged	Before opening	To supplier
Signs	$10,000 - $15,000	As arranged	Before opening	To supplier
Awnings	$7,500 - $40,000	As arranged	Before opening	To supplier

Your Estimated Initial Investment Start-Up Co-Brand Franchise Real Estate Leased[4]				
Type Of Expenditure	Amount[4]	Method Of Payment	When Due	To Whom Payment Is To Be Made
Opening Merchandise Inventory	$25,000 - $50,000	Lump sum	As incurred	To supplier
Opening Supply Inventory[4]	$6,000 - $8,000	Lump sum	Before opening	BloomNet and/or Napco, and Suppliers
Lease Charges – 3 Months Pre-Paid Rent & SecurityDeposit[5]	$10,000 - $24,000	As incurred	As required by lease	Landlord
Miscellaneous Opening Costs[6]	$5,000 - $10,000	As incurred	Before opening	Vendors, Suppliers
Insurance[9]	$9,000 - $15,000	As arranged	Before Opening	Insurance Companies
Additional Funds - 3 months[7, 10]	$36,000 - $150,000	As incurred	As incurred	Employees, Vendors, Utilities, etc.
Vehicle	$5,000 - $35,000	As arranged	Upon purchase	Vehicle dealer
TOTAL[10]	$227,000 - $741,000			

Your Estimated Initial Investment Start-Up Co-Brand Franchise Real Estate Purchased[4]				
Type Of Expenditure	Amount[4]	Method Of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee[1]	$17,500 - $35,000	Cashier's Check	On signing Franchise Agreement	Us
Travel and Living Expenses while Training[2]	$1,000 - $4,000	As incurred	During training	To Airlines, Hotels, Restaurants
Leasehold Improvements[3]	N/A			
Land & Building[8]	$325,000 - $750,000	As incurred	Upon purchase & completion	Real Estate Seller & Contractor
Equipment	$35,000 - $50,000	As arranged	Before opening	To supplier
Fixtures	$20,000 - $40,000	As arranged	Before opening	To supplier

Your Estimated Initial Investment Start-Up Co-Brand Franchise Real Estate Purchased[4]				
Type Of Expenditure	Amount[4]	Method Of Payment	When Due	To Whom Payment Is To Be Made
Signs	$10,000 - $15,000	As arranged	Before opening	To supplier
Awnings	$7,500 - $35,000	As arranged	Before opening	To supplier
Opening Merchandise Inventory	$25,000 - $30,000	Lump sum	As incurred	To supplier
Opening Supply Inventory[4]	$6,000 - $8,000	Lump sum	Before opening	BloomNet and/or Napco, and Suppliers
Miscellaneous Opening Costs[6]	$5,000 - $10,000	As incurred	Before opening	Vendors, Suppliers
Insurance[9]	$9,000 - $13,000	As arranged	Before Opening.	Insurance Companies
Additional Funds - 3 months[7, 10]	$36,000 - $70,000	As incurred	As incurred	Employees, Vendors, Utilities, etc.
Vehicle	$5,000 - $35,000	As arranged	Upon purchase	Vehicle dealer
TOTAL[10]	$502,000 - $1,095,000			

In general, all fees are uniformly imposed and none of the expenses listed in the above chart are refundable, except any security deposits you must make may be refundable. For start-up co-brand franchises, we may offer partial financing of the initial investment, in our sole discretion, as described in Item 10 below.

Notes:

(1) Initial Franchise Fee. This fee is described in Item 5.

(2) Training. Training sessions will be conducted at our headquarters in Cedar Falls, Iowa, at 1-800-Flowers' headquarters in Jericho, New York, through a virtual communication platform and/or at another location we designate.

(3) Leasehold Improvements. A freestanding Center can range in size from 1,250 to 5,000 square feet. Cost of leasehold improvements varies depending on factors such as size, condition and location of the leased premises.

(4) Ranges. For many items, the difference between the low and high ranges is attributable to the size of the Flowerama Center and the variety of products and supplies necessary for the opening. Initial opening inventory payable to BloomNet, and/or Napco will be between $1,000 and $1,500. See Item 5 above.

(5) Lease Charges. The estimates provided for lease charges include 3 months' rent, plus a security deposit equal to one month's rent. We estimate that the amount you must pay monthly in rent will range from $2,500 to $6,000 depending on the size and location of the Flowerama Center, the availability of commercial rental property, and other similar factors. See note 8 below for additional information if you choose to purchase real property and construct your Center.

(6) Miscellaneous Opening Costs. Includes telephone installation, utility connection and deposits, various business permits and licenses, accounting and legal expense, and insurance premiums.

(7) Additional Funds. You must, at all times, maintain adequate reserves and working capital sufficient for you to fulfill all of your obligations under your Franchise Agreement and to cover the risks and contingencies of your Flowerama Center for at least 3 months. The estimates for "Additional Funds" include payroll expense and any other miscellaneous expenses that you may incur during the first 3 months of operations, but do not include a salary or draw for you. You may have additional expenses depending upon other factors such as your management skill and experience, local economic conditions, prevailing wage rates, competition, whether you have followed our methods and procedures and your level of sales during the initial period. The disclosure laws require us to include this estimate of all costs and expenses to operate your Franchise during the "initial phase" of your business, which is defined as a 3-month period or longer period if "reasonable for the industry." We are not aware of any established longer "reasonable period" for the floral and gift industry, so our disclosure covers a 3-month period. We make no guarantee, and do not intend to imply, that 3 months is a "break even" point for you to recover your initial investment in your Flowerama Center. We make no representation regarding how long it will take you to recover your initial investment or to become profitable.

(8) The difference between the low and high ranges for land and building is attributable to the size, location, the prevailing real estate market and general economic conditions in your area, as well as construction costs. Though there are no required dimensions for the property or building, we generally look for a building size of approximately 2,000 square feet and a property size of approximately one-half acre.

Our estimate includes the cost of hiring a third party to assist you with locating a suitable site, negotiating a lease or purchase agreement, space planning and project management for the build-out of your Center. We reserve the right to designate the supplier you must use for these services.

(9) Insurance. Our estimates assume that you have at least the minimum insurance that we require. If you do not have the required minimum insurance, you will have to purchase the additional coverages that we require.

(10) Total. We relied on over 50 years of combined experience between us and 1-800-Flowers in the floral and gift business, and on the experiences of our franchisees opening and operating Flowerama Centers, if and to the extent that they shared this information with us, to compile these estimates. You should carefully review these estimates with your business advisor before making any decision to buy a franchise. Your experience and costs may vary depending upon other factors such as local economic conditions, prevailing wage rates, competition, and whether you have followed our methods and recommendations.

Your Estimated Initial Investment Co-Brand Franchise (Existing Flowerama Center)				
Type Of Expenditure	Amount	Method Of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee[1]	$0	Not Applicable	Not Applicable	Not Applicable
Real Estate[2]	$0	Not Applicable	Not Applicable	Not Applicable
Leasehold Improvements[3]	$1,000 - $20,000	As arranged	As Incurred	Landlords and Suppliers
Equipment and Fixtures[4]	$0 - $20,000	As arranged	As Incurred	Vendors and Lessors
Signs[4]	$5,000 - $30,000	As arranged	As Incurred	Vendors and Lessors
Travel & Living Expenses While Training[5]	$1,000 – $7,250	As incurred	As Incurred	Airlines, Hotels & Restaurants, etc.
Vehicle	$5,000 - $30,000	As arranged	Upon Purchase	Vehicle Dealer
Van Wrap or paint & Logo[6]	$1,000 - $2,000 (per van)	As arranged	As Incurred	Automobile Graphics Company
Insurance[7]	$9,000 - $13,000	As arranged	Before Opening	Insurance Companies
Opening Inventory[8]	$2,500 - $5,000	As arranged	Before Opening	BloomNet, and/or Napco, and Suppliers
TOTAL[9]	$24,500 - $127,250**			

** Does not include real estate and related occupancy costs.

In general, all fees are uniformly imposed and none of the expenses listed in the above chart are refundable, except any security deposits you must make may be refundable. For co-brand franchises, we may offer partial financing of the build-out and signage costs, in our sole discretion, as described in Item 10 below.

Notes:

(1) Initial Franchise Fee. This fee is described in Item 5 above.

(2) Real Estate. You will already have established your expenses for your existing Flowerama Center for rent and related occupancy charges, which are therefore not included in this item.

(3) Leasehold Improvements. If we require you to add or change your leasehold improvements, you must pay all of those expenses. Unless we approve your existing leasehold improvements, you must make leasehold improvements to bring your existing Flowerama Center to our current standards and specifications;

there may be some flexibility in these requirements because of the unique design, layout, location and physical characteristics of your existing Flowerama Center.

(4) Equipment and Fixtures; Signs. If we require you to add or change your existing equipment or fixtures, you must pay all expenses to do this for your existing Flowerama Center. You must change your signage as we require. You must install equipment, fixtures and signs at the Existing Flowerama Center to bring it to our current standards and specifications; there may be some flexibility in these requirements because of the unique design, layout and physical characteristics of your existing Flowerama Center. The required signage includes interior and exterior signage. As described below, your delivery vehicle must also be wrapped to our specifications.

(5) Travel and Living Expenses While Training. You must pay all travel and living expenses for you and your designated supervisorial or managerial employees to attend the initial training program. Expenses included in this item for you and one additional supervisorial or managerial employee are estimated round-trip air fares, lodging and meal expenses for one week, and auto rental charges. Your actual expenses will depend on the distance you must travel and the accommodations you choose.

(6) Delivery Vehicle; Van Wrap. You will, in most cases, already have vans for your use as delivery vehicles for your existing Flowerama Center. You must make sure that the vans comply with our standards, must promptly replace worn-out equipment at your expense and must cause your delivery vans to be repaired and repainted when appropriate or as designated by us. If requested by us, your delivery vehicle must be wrapped in accordance with the current corporate-approved vehicle wrap standards. If you do not have any vans, you are not required to do so, unless we request that you acquire one.

(7) Insurance. Our estimates assume that you have at least the minimum insurance that we require. If you do not have the required minimum insurance, you will have to purchase the additional coverages that we require.

(8) Opening Inventory. You must purchase an opening inventory of 1-800-Flowers branded items. Initial opening inventory payable to BloomNet, and/or Napco will be between $1,000 and $1,500. See Item 5 above.

(9) Total. We relied on over 50 years of combined experience between us and 1-800-Flowers in the floral and gift business, and on the experiences of our franchisees opening and operating Flowerama Centers, if and to the extent that they shared this information with us, to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not offer direct or indirect financing to you for any items related to co-branding your existing Flowerama Center with 1-800-Flowers. Generally, all the payments discussed in Item 7 are not refundable; however, each vendor establishes and enforces its own refund policies.

We have not included a separate line item for additional funds, because we anticipate that you will have an existing cash flow and sufficient operating funds from your existing Flowerama Center. Revenues during your initial period (estimated to be the first three months after co-branding) are not taken into account. These figures are estimates and we cannot guarantee that there are no additional expenses to start the business. Your costs depend on factors such as: how closely you follow our methods and procedures; your management skills, experience and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition and the sales level reached at the Center during this initial period.

Your Estimated Initial Investment Fruit Bouquets Program				
Type Of Expenditure	Amount	Method Of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee[1]	$0 - $7,500	Cashier's Check	When you sign the Fruit Bouquets Addendum	Us
Equipment and Fixtures[2]	$12,000 - $20,000	As arranged	As Incurred	Vendors and Lessors
Signs[2]	$5,000 - $20,000	As arranged	As Incurred	Vendors and Lessors
Travel & Living Expenses While Training[4]	$1,000 - $5,000	As incurred	As Incurred	Airlines, Hotels & Restaurants, etc.
Product Inventory	$500 - $1,000	As arranged	Before Opening	Vendors
Additional Funds – 3 Months[5]	$0			
TOTAL[6]	$18,500 - $53,500**			

** Does not include real estate and related occupancy costs.

All fees and payments are non-refundable unless otherwise noted.

Notes:

(1) Initial Franchise Fee. See Item 5 above for the amount of each payment and when each payment is due. Initial franchise fees are not refundable. As described in Item 10, in our sole discretion we may offer financing for certain items.

(2) Equipment, Fixtures and Signs. If you purchase the Fruit Bouquets Program, you will have additional expenses for required equipment, signage and supplies, such as what is contained in a fruit bouquets starter kit, which includes tools, packaging and containers, and may include equipment required for compliance with applicable health laws related to food service businesses. In some cases, you may purchase certain equipment from us or our affiliates. Your costs may be lower if we determine that you have sufficient refrigerator, storage, prep space and/or equipment to accommodate this program. The signage requirements include a vehicle wrap for your van (if you own one), interior signage and exterior signage.

(3) Travel and Living Expenses While Training. If you purchase the Fruit Bouquets Program, you must pay all travel and living expenses, if any, you or your trainees incur to attend our training program, which consists of approximately 2 days of training.

(4) Total. In compiling these estimates, we relied on over 50 years of combined experience between us and 1-800-Flowers in the floral business, and on the experiences of our franchisees opening and operating Fruit Bouquets Programs, if and to the extent that they shared this information with us. You

should review these figures carefully with a business advisor before making any decision to purchase the franchise. We do not offer direct or indirect financing to you for any items. Generally, all the payments discussed in Item 7 are not refundable; however, each vendor establishes and enforces its own refund policies.

We have not included a separate line item for additional funds, because if you are purchasing a start-up, these estimates are already included in the first chart in this Item 7. These figures are estimates, and we cannot guarantee that there are no additional expenses to start the business. Your costs depend on factors such as: how closely you follow our methods and procedures; your management skills; experience and business acumen; local economic conditions; the local market for your products and services; the prevailing wage rate; competition and the sales level reached at the Center during this initial period.

ITEM 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

You must purchase or lease all goods, merchandise, services, supplies, fixtures, equipment (which may include computer hardware and software), and inventory for the Center from designated or approved suppliers according to our standards and specifications. We will provide you with a list of our designated and approved suppliers after you sign your Franchise Agreement. You must purchase specific products and services we require you to obtain from specific suppliers, which may include us or our affiliates.

You must purchase goods we designate from BloomNet, through its site, BloomNet.net and/or from Napco as we require. BloomNet and Napco will generally be the only approved supplier of these products. As a member of the BloomNet Network, you must pay BloomNet membership rates and enter into a BloomNet Membership Agreement with BloomNet. You must also enter into a BloomNet Technologies Systems Agreement with BloomNet to obtain a limited license to use certain software, documentation and copyrighted content that comprise BloomLink or other software systems designated to fulfill floral orders and other functions at your Center. BloomNet or its designee are the only approved source of supply of BloomLink . We also reserve the right to require you to use BloomNet or certain wire services and/or to restrict the wire services you may use. You may also purchase certain confection products from Cheryl, Popcorn, Design and HDO to fulfill certain types of orders from 800-Flowers.

With these exceptions, neither we nor any persons affiliated with us are the only approved suppliers of any products or services, and you do not have to purchase or lease any other items from us or our subsidiaries or affiliates. BloomNet derives revenue from the sale of designated products, from the licensing of the BloomNet Technologies Systems to our franchisees and from the BloomNet membership rates they pay, and Napco derives revenues from the sale of designated products to our franchisees.

As of August 31, 2012, we are no longer a supplier of any items, but we reserve the right to be an approved supplier in the future. Should we choose to be an approved supplier, we have the right to choose to make available to you for purchase from us certain equipment, fixtures, inventory and supplies and we reserve the right to earn a profit on the sale of any items to you. During our most recent fiscal year ended July 3 , 2022, we received no revenue from sales of items to franchisees.

BloomNet's (including Napco) total revenues were $145,701,801 during its fiscal year ended July 3 , 2022. BloomNet's (including Napco) total revenues from the sale of designated products to Flowerama franchisees during this period were $527,220 or .36% of its total revenues. BloomNet's total revenues from its

software licensing with Flowerama franchisees during this period were $312,700 or .21% of its total revenues. BloomNet's total revenues from membership rates paid by Flowerama franchisees during this period were $154,411 or .11% of its total revenues. BloomNet's total revenues from its sale of designated wholesale products paid by Flowerama franchisees during this period were $60,109 or .04% of its total revenues. The sources of this information are the financial books and records of BloomNet.

Our parent company, 1-800-Flowers, owns BloomNet, one of our approved suppliers. James F. McCann, Christopher McCann, Dinesh Popat, William Shea, Michael R. Manley, Vincent J. McVeigh, Brian McGee, Stephen Lenzovich, and Camilo Escobar each own an interest in 1-800-Flowers.

You may obtain materials and supplies, as well as initial equipment, fixtures and inventory, from any supplier, provided that the items conform to reasonable standards maintained in our company-owned stores or prescribed by us in the operations manual. Our standards for these purchases are subjective in that they include any materials, supplies, equipment, fixtures and inventory that a reasonable person would expect to find in any flower shop or garden center. Upon request, we will provide specifications for required equipment and fixtures purchases that will be consistent with the equipment and fixtures currently in use in our company-owned stores.

You must purchase distinctive packaging material bearing the Flowerama Marks and, if applicable, the Co-Brand Marks and/or Fruit Bouquets Marks. You may purchase this packaging material from a supplier of your choice, provided that, the packaging material is of the same type, style, quality and imprinting as that available from us. We will furnish information and samples of these items to enable you to duplicate them from other sources.

You must use and erect display advertising signs using the colors, locations, designs and sizes as we shall specify. You may purchase such signage from the supplier of your choice. Sign specifications will be provided once the site of your Flowerama Center has been secured and local sign ordinances obtained and reviewed. Unless restricted by local ordinances, sign specifications will be comparable to signage currently in use in our company-owned stores.

If you purchase a start-up Co-Brand Flowerama Center, you must obtain (by lease or purchase) a location for your Flowerama Center that we have approved. We expect that you will use a third party to assist you in locating a suitable site, negotiating the lease or purchase agreement, planning the interior of the Center and project management. We reserve the right to designate the supplier you must use for these services.

We have negotiated purchase arrangements with some suppliers of inventory and supplies that you may use in your Center. These suppliers are listed in our Flowerama purchasing program, and they allow you special discounts ranging from 5% to 20% off their regular prices. You do not have to purchase from these suppliers, and we do not receive any payments, such as rebates or commissions, from these suppliers because of their transactions with our franchisees. Approved suppliers of goods, services, inventory, supplies or equipment do not make payments to us because of transactions with franchisees.

We do not provide material benefits to you based on your use of designated or approved sources. We have the right to derive revenue from approved or designated suppliers in the future if rebates or other considerations become available to us because of your purchases or our purchases of products or services. If marketing rebates become available from suppliers, and we or our affiliates earn rebates during the term of the Franchise Agreement as a result of purchases of products from these suppliers, we or our affiliates will

deposit these rebates into the Flowerama Marketing Fund, if established, or, if you are operating a Co-Brand Flowerama Center, the 1-800-Flowers Marketing Fund, if reinstated.

All flowers, plants, accessories, gift and sentiment items and other merchandise (including arrangements, if you purchase the Fruit Bouquets Program) sold from the Flowerama Center and all fixtures, furnishings, signs and equipment installed at the Flowerama Center must conform to the standards and specifications we establish in the Franchise Operations and Brand Standards Manual, Fruit Bouquets Franchise Operations and Brand Standards Manual, other manuals, company directives and other materials. We will provide you with a list of our approved and designated suppliers after you sign the Franchise Agreement. You must use our current, approved designs for merchandise placement in your Flowerama Center and must stock an inventory of these items at the levels we determine. If you fail to remove any unapproved flowers, plants, fruit bouquets, accessories, gift and sentiment items and other merchandise from the Flowerama Center within five days after our written notice to you to do so, we have the right to enter the Flowerama Center without prior notice to remove unapproved flowers, plants, fruit bouquets, accessories, gift and sentiment items and other merchandise from the Flowerama Center without cost or liability.

We and/or our affiliates have the right to negotiate purchase arrangements with suppliers (including price terms, fees and/or rebates, such as from wire services) for your benefit. There are currently no purchasing or distribution cooperatives in which you must participate. We do not provide any material benefits to our franchisees (such as the grant of additional franchises or territories) based on our franchisees' use of approved suppliers.

You have the right to recommend suppliers to us at any time. We test and evaluate recommended suppliers at your expense and approve or disapprove the suppliers with reasonable promptness, not to exceed 90 days based upon our tests and evaluations of the products or services. You may not use a recommended supplier before we approve the supplier in writing. We currently do not charge a fee for testing and evaluating recommended suppliers.

If you wish to purchase an item from a supplier that has not yet been approved by us, you must make a written request to us for approval of the proposed item or supplier. Our criteria for approval, as may be needed, may be requested from us directly in writing on a case-by-case basis. Generally, we apply the following criteria, among others, in considering whether the supplier will be designated as an approved supplier: (1) ability to produce the products, services, supplies, or equipment to meet both our standards and specifications for quality and uniformity and our franchisees' and customers' expectations; (2) production and delivery capabilities and ability to meet supply commitments; (3) integrity of ownership (to ensure that its association with us will not be inconsistent with our image or damage our goodwill); (4) financial stability; and (5) the negotiation of a mutually satisfactory license to protect our intellectual property. Our intention in approving any item or supplier is to ensure brand consistency.

You shall maintain with responsible companies approved by us, and qualified to do business in the state where the Center is located, auto liability insurance for hired and non-owned vehicles and scheduled vehicles (if owned) for a combined single limit of $1,000,000, public liability insurance insuring us and our agents against all claims, demands, or actions for injury or death of any one person in an amount of not less than $1,000,000, and for injury to or death of more than one person in any one accident in an amount of not less than $2,000,0000, and for damage to property in an amount not less than $500,000 made for or on behalf of any person, firm or corporation, arising from, related to, or connected with the conduct or operation of your Center and in addition, and in like amounts, covering your contractual liability under the hold harmless clause in the Franchise Agreement. We shall be listed in addition to you as a named insured on all insurance policies.

You shall also maintain workers' compensation insurance with companies and in amounts as are required by the state in which the Center is operated. You shall furnish us with evidence satisfactory to us that you have obtained the required insurance coverages. You shall provide us with a valid certificate of insurance on each policy required in the Franchise Agreement. You shall also make sure that each policy shall not be modified, cancelled or terminated without 30 days' prior written notice to us. Your coverage must include Employment Practices Liability Insurance and an umbrella policy in the amount of at least $2,000,000.

You must provide us with a certificate of insurance or other evidence that you have met our insurance requirements within 10 days after the insurance is obtained, but not later than the date your shop opens using the Flowerama Marks or Co-Brand Marks, as applicable. We have the right to require you to obtain insurance coverages that are greater than those required by the terms of your lease, or your lease may require insurance coverages that are greater than we require. All insurance must name us as an additional insured, and all policies must provide us with 30 days' advance notice of any cancellation or termination of coverage. We have the right to change our insurance requirements, and you must comply with any changes we require. If you do not obtain any required insurance coverage, we have the right to purchase insurance on your behalf and you must reimburse our costs relating to obtaining insurance for you.

We estimate that your required purchases or leases will range from 75% to 80% of your total initial investment and 30% to 40% of your annual operating expenses. If you are co-branding your existing business, we estimate that your required purchases or leases will range from 15% to 21% of your total initial investment and 28% to 34% of your annual operating expenses.

Credit Cards

You are required to honor all credit, charge and cash cards approved by us in writing. To the extent you store, process, transmit or otherwise access or possess cardholder data in connection with your operation of the Flowerama Center, you are required to maintain the security of cardholder data and adhere to the then-current Payment Card Industry Data Security Standards ("PCI DSS"), currently found at www.pcisecuritystandards.org, for the protection of cardholder data throughout the term. You shall, if we request that you do so, provide appropriate documentation to us to demonstrate compliance with applicable PCI DSS requirements by you and all identified subcontractors.

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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 obligation 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 5 of Franchise Agreement; Paragraph 2 of Co-Branding Addendum to Franchise Agreement for a Start-Up Flowerama Center	Items 10, 11

Obligation	Section In Agreement	Disclosure Document Item
(b) Pre-opening purchases/leases	Section 6 and 9 of Franchise Agreement	Items 7, 8
(c) Site development and other pre-opening requirements	Sections 7 and 16 of Franchise Agreement	Items 7, 11
(d) Initial and ongoing training	Section 4H and Article 16 of Franchise Agreement	Item 11
(e) Opening	Section 19 of Franchise Agreement; Paragraph 9 of Co-Branding Addendum to Franchise Agreement for a Start-Up Flowerama Center	Item 11
(f) Fees	Sections 3, 5D, 16, 18, 21, 22 and 29 of Franchise Agreement; Paragraphs 3, 4, 6, 8 of Co-Branding Addendum to Franchise Agreement for a Start-Up Flowerama Center; Sections "Receipt of Orders" and "Settlement Processing Statement" of BloomNet Membership Agreement; Section 5 of BloomNet Technologies Systems Agreement	Items 5, 6
(g) Compliance with standards and policies/Operating Manual	Sections 6, 14 and 15 of Franchise Agreement, Franchise Operations and Brand Standards Manual, Fruit Bouquets Franchise Operations and Brand Standards Manual and Company Directives; Sections "Appearance", "Capabilities", "Attitude", and "General" of BloomNet Membership Agreement; Section 4 of BloomNet Technologies Systems Agreement; Section 3 of Fruit Bouquets Order Fulfillment Agreement; Section 3 of Premier Order Fulfillment Agreement	Items 8, 11
(h) Trademarks and proprietary information	Sections 1, 9, 14 and 15 of Franchise Agreement; Sections "Confidential Information" and "Trademarks" of BloomNet Membership Agreement; Sections 3, 6 and 9 of BloomNet Technologies Systems Agreement; Section 2 of Fruit Bouquets Order Fulfillment Agreement; Sections 2 and 12 of Premier Order Fulfillment Agreement	Items 13, 14
(i) Restrictions on products/services offered	Section 15 of Franchise Agreement; Section 4 of BloomNet Technologies Systems Agreement; Sections 1 and 8 of Fruit Bouquets Order Fulfillment Agreement; Sections 1 and 8 of Premier Order Fulfillment Agreement	Items 8, 16
(j) Warranty and customer service requirements	Section "Attitude" of BloomNet Membership Agreement; Section 4 of BloomNet Technologies Systems Agreement; Section 1 of Fruit Bouquets Order Fulfillment Agreement; Section 1 of Premier Order Fulfillment Agreement	

Obligation	Section In Agreement	Disclosure Document Item
(k) Territorial development and sales quotas	Not applicable	Not applicable
(l) Ongoing product/service purchases	Sections 6, 9 and 16 of Franchise Agreement; Section 4 of BloomNet Technologies Systems Agreement	Item 8
(m) Maintenance, appearance and remodeling requirements	Sections 2, 7 and 8 of Franchise Agreement; Section 4 of BloomNet Technologies Systems Agreement	Item 8
(n) Insurance	Section 25 of Franchise Agreement; Section 10 of Fruit Bouquets Order Fulfillment Agreement; Section 10 of Premier Order Fulfillment Agreement	Item 8
(o) Advertising	Section 22 of Franchise Agreement; Paragraphs 4-6 of Co-Branding Addendum to Franchise Agreement for a Start-Up Flowerama Center	Items 6, 11
(p) Indemnification	Section 25 of Franchise Agreement; Section "Indemnification" of BloomNet Membership Agreement; Sections 4, 5 and Exhibit A (Section 7) of BloomNet Technologies Systems Agreement; Section 9 of Fruit Bouquets Order Fulfillment Agreement; Section 9 of Premier Order Fulfillment Agreement	Item 6
(q) Owner's participation/ management/staffing	Sections 16, 17 and 19 of Franchise Agreement	Items 11, 15
(r) Records and reports	Section 18 of Franchise Agreement; Section 11 of Fruit Bouquets Order Fulfillment Agreement; Section 11 of Premier Order Fulfillment Agreement	Item 6
(s) Inspections and audits	Sections 11, 14, 18B and 18D of Franchise Agreement	Items 6, 11
(t) Transfer	Section 29 of Franchise Agreement; Paragraph 8 of Co-Branding Addendum to Franchise Agreement for a Start-Up Flowerama Center; Section "Change of Ownership" of BloomNet Membership Agreement; Section 9 of BloomNet Technologies Systems Agreement; Section 14(g) of Fruit Bouquets Order Fulfillment Agreement; Section 14(g) of Premier Order Fulfillment Agreement	Item 17
(u) Renewal	Section 2 of Franchise Agreement; Paragraph 3 of Co-Branding Addendum to Franchise Agreement for a Start-Up Flowerama Center; Section 2 of BloomNet Technologies Systems Agreement; Section 4 of Fruit Bouquets Order Fulfillment	Item 17

Obligation	Section In Agreement	Disclosure Document Item
	Agreement; Section 4 of Premier Order Fulfillment Agreement	
(v) Post-termination obligations	Sections 15, 21 and 27 of Franchise Agreement; Section "Termination" of BloomNet Membership Agreement; Section 8 of BloomNet Technologies Systems Agreement; Sections 2 and 12(b) of Fruit Bouquets Order Fulfillment Agreement; Sections 2 and 11(b) of Premier Order Fulfillment Agreement	Item 17
(w) Non-competition covenants	Sections 21.F- 21.I of Franchise Agreement; Section 15 of Fruit Bouquets Order Fulfillment Agreement	Item 17
(x) Dispute resolution	Section 20 of Franchise Agreement; Section "Errors, Omissions and Disputes" of BloomNet Membership Agreement; Section 9 of BloomNet Technologies Systems Agreement; Section 14(f) of Fruit Bouquets Order Fulfillment Agreement; Section 14(f) of Premier Order Fulfillment Agreement	Item 17
(y) Ongoing lease obligations	Sections 2 and 5.A(vii) –5.A(x) of Franchise Agreement	Items 8, 17
(z) Charges	Section 5 and Exhibit B of the Fruit Bouquets Order Fulfillment Agreement; Section 5 and Exhibit A of Premier Order Fulfillment Agreement	Items 6, 7 and 11

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ITEM 10
FINANCING

Item Financed (Source)	Amount Financed	Down Payment	Terms (Years)	Apr %	Prepay Penalty	Security Required	Liability Upon Default	Loss Of Legal Right On Default
Partial Build-out Costs and Signage (Note 1)	Up to $30,000	Not Applicable	Up to 1	7%	None	Personal Guarantee, Security Interest (Note 1)	Loss of franchise, damages and attorneys' fees (Note 2)	Waive presentment for payment, notice of dishonor, and protest.
Partial Build-out Costs and Signage (Fruit Bouquets Business Only) (Note 1)	Up to $30,000	Not Applicable	Up to 1	7%	None	Personal Guarantee, Security Interest (Note 1)	Loss of franchise, damages and attorneys' fees (Note 2)	Waive presentment for payment, notice of dishonor, and protest.
Remodeling Costs and/or Signage (Note 1)	Up to $30,000	Not Applicable	Up to 1	7%	None	Personal Guarantee, Security Interest (Note 1)	Loss of franchise, damages and attorneys' fees (Note 2)	Waive presentment for payment, notice of dishonor, and protest.
Renewal Franchise Fee (Note 1)	Up to $30,000	Not Applicable	Up to 1	7%	None	Personal Guarantee, Security Interest (Note 1)	Loss of franchise, damages and attorneys' fees (Note 2)	Waive presentment for payment, notice of dishonor, and protest.

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Except as described above and below, we do not offer direct or indirect financing. We do not guarantee your note, lease or any other obligation. Any offer of financing we make to you will depend on your individual circumstances. Our decision to offer financing is in our sole discretion and we do not guarantee that you will receive an offer of financing from us. We do not receive direct or indirect payments for arranging financing. We do not currently sell, assign or discount to a third party any part of the financing arrangement we make with you, but we have the right to do so in the future. We do not arrange financing from any other sources.

Note 1:

If you meet our criteria, including a minimum credit score of 650, we may offer you the opportunity to finance up to $30,000 with us, which may be used for build-out of your Center and/or purchase and installation of signage. In addition, if you choose to purchase the Fruit Bouquets Program, we may offer you the opportunity to finance up to an additional $30,000, which may be used for build-out costs and signage related to the Fruit Bouquets Business. Offers of financing are made to franchisees in our sole discretion on a case-by-case basis. We may also offer you the opportunity to finance up to an additional $30,000 of remodeling costs and/or signage costs, if you are granted a renewal term. We may also offer you the opportunity to finance up to an additional $30,000 of the Renewal Franchise Fee if you are granted a renewal term. If we offer you financing for multiple purposes, you may have to sign multiple Promissory Notes to us. The financing is generally payable over 1 year with interest at the rate of 7% per annum, but these terms may vary on a case-by-case basis.

If we grant you financing, you must sign a Promissory Note (Exhibit G-1) in our favor. If you are a partnership, limited liability company or corporation, all of your partners, members or shareholders must sign our then-current form of Guarantee of Promissory Note (Exhibit G-2). The Promissory Note is secured, and you must sign a Security Agreement (Exhibit G-3) and UCC-1 Financing Statement in our favor. You may prepay the Promissory Note with no prepayment penalty.

Your failure to pay any amounts owed to us when due, is a material breach of your Franchise Agreement, and you will have an opportunity to cure the breach. We will have the right to terminate your Franchise Agreement if you repeatedly breach the Franchise Agreement or fail to cure a non-payment breach. If you default under the Promissory Note or the Guarantee, or if you are in default under your Franchise Agreement, we have the right to demand immediate payment of all amounts due under the Promissory Note.

Note 2:

If you default on any payment of principal or interest, all payments will immediately become due. Failure to make the payments required by the Promissory Note may result in termination of your Franchise Agreement and any other agreement between you and us and our repossession of the assets of the Center and the franchised location. If we pursue collection of the Promissory Note, we have the right to require you to pay our legal fees and expenses.

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

Except as listed below, Flowerama is not required to provide you with any assistance.

Pre-Opening Obligations

As you may request, before you open your Flowerama Center, we will:

(1) Approve or disapprove a site for your Flowerama Center. We will provide you with our site selection criteria and a sample layout for the interior of a typical Center. (Franchise Agreement - Section 5).

We consider the following factors in reviewing sites: the population of the market area, vehicle traffic counts and patterns, store visibility, size of the site, square footage of the building, convenience of entrances, availability of parking, cost of purchasing real estate, and location of competitors. We will review the lease terms only as necessary to confirm that the required provisions in Section 5.A. of the Franchise Agreement have been included in the lease and that you and your landlord have executed an Option to Obtain Lease Assignment in the form we specify.

(2) Furnish you with pre-opening training for you and one additional supervisorial or managerial employee as you may designate. This training may be done at our home office in Cedar Falls, Iowa and/or through a virtual communication platform. We have the right, but not the obligation, to transfer the training to the location of your franchise. (Franchise Agreement – Section 4B). We may provide any or all portions of the initial training program and/or pre-opening on-site opening assistance remotely over a virtual communication platform designated by us. (Franchise Agreement – Section 4H).

(3) Approve or disapprove all designs, plans and specifications for the initial construction or any remodeling of the Flowerama Center before you may begin any construction or remodeling. Our review is only meant to verify presentation of our trademarks and trade dress and does not assess compliance with any applicable laws or building codes. You must make sure that your designs, plans and specifications comply with all applicable laws and building codes, and you must pay for the cost of the construction or remodeling of the Flowerama Center. (Franchise Agreement - Section 7).

(4) Lend you a copy of our confidential Operations Manual or Fruit Bouquets Franchise Operations and Brand Standards Manual (if applicable). You must operate your Flowerama Center in compliance with the terms of your Franchise Agreement and the Operations Manual. You alone will exercise day-to-day control over all operations, activities and elements of the Flowerama Center, including over your employees. Under no circumstance will we do so or be deemed to do so. The various requirements, restrictions, prohibitions, specifications and procedures of the System with which you must comply under the Franchise Agreement and the Operations Manual do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of your Flowerama Center, but only constitute standards to which you must adhere when exercising your control over the day-to-day operations of your Flowerama Center consistent with our policies. We can change the Operations Manual and you must comply with those changes when you receive them, but they will not materially change your rights and obligations under the Franchise Agreement. (Franchise Agreement - Sections 4D and 14).

(5) Assist you in your pre-opening advertising and promotional efforts for your Flowerama Center. (Franchise Agreement - Section 4G).

(6) Assist you in obtaining sources of supply. (Franchise Agreement – Section 4E).

(7) Provide a complete list of the equipment, fixtures, supplies and inventory necessary for the Center to open for business. We will also assist you in ordering and display of your initial inventory. Generally, we do not deliver or install your equipment and fixtures. (Franchise Agreement – Section 4F and Section 6).

Obligations after Opening

During the operation of the Flowerama Center, we will:

(1) Provide a field representative at the time of the opening to assist you in initial Center operations. Generally, a field representative will be present for 7 to 10 days after the opening. (Franchise Agreement - Section 4C).

(2) Advise you at reasonable times upon your request and at no additional charge regarding business planning in the operation of your Flowerama Center. This consultation includes guidance on the standard specifications and operating procedures, methods used by the Flowerama Centers, purchasing required fixtures, furnishings, equipment, signs, products, materials and supplies, advertising and marketing programs, employee hiring and training, and administrative, bookkeeping and accounting procedures. This guidance will, at our discretion, be furnished in our Operations Manual or supplemental written materials provided periodically (which may include e-mails) and/or during telephone consultations. Generally, we may make recommendations that we deem appropriate to assist your efforts. However, you alone will establish all requirements, consistent with our policies, regarding (i) employment policies, hiring, firing, training, wage and hour requirements, record keeping, supervision, and discipline of employees; (ii) the individuals to whom you will offer and sell your products and services; and (iii) the suppliers from whom you obtain any products or services used in or at your Flowerama Center for which we have not established approved suppliers. (Franchise Agreement – Section 17A and B).

(3) Periodically have our representative inspect the Flowerama Center premises and be available to confer with you or your supervisorial or managerial personnel on business operations and procedures. (Franchise Agreement – Section 17C).

(4) Approve or disapprove any advertising and promotion material of the Flowerama Center. (Franchise Agreement - Section 22).

(5) Approve or disapprove the use of the Flowerama Marks in connection with the internet or other electronic media. (Franchise Agreement - Section 15).

(6) Virtual Training, Assistance and Inspections. We may provide any or all portions of the initial training program, post-opening on-site opening assistance, post-opening consultations and/or post-opening inspections remotely over a virtual communication platform designated by us. (Franchise Agreement – Section 4H).

Site Selection and Time to Open

You shall use your best efforts to select the Franchised Location using our site selection criteria, which we will provide to you. Following our approval of a proposed location for your Flowerama Center, you must

enter into a lease for the approved location. We will review, approve, reject or provide comments to you regarding your proposed location site within 30 days after receipt of all available information regarding the site. (Franchise Agreement – Section 5 (iii)). Before finalizing your lease, you must provide us with your proposed lease to allow us at least 15 days to confirm that the required provisions in Section 5(viii) of the Franchise Agreement have been included in the lease and you and your landlord have executed an Option to Obtain Lease Assignment in the form we specify. We consider the general location and neighborhood, traffic patterns, parking, size, physical characteristics, contributions for leasehold improvements, if any, from a landlord, level of competition, the proximity of other Flowerama Centers to your proposed location and population density, income levels and other demographic information in our consideration of a site. If you do not select an approved location for a Standard Flowerama Center within 12 months, or 6 months for a Co-Brand Flowerama Center, from the date you sign the Franchise Agreement, we can terminate the Franchise Agreement. Before finalizing your lease, you must provide us with your proposed lease to allow us at least 15 days to confirm that the required provisions in Section 5.A. of the Franchise Agreement have been included in the lease and you and your landlord have executed an Option to Obtain Lease Assignment in the form we specify. (Franchise Agreement – Section 5).

We estimate that the time between when you sign the Franchise Agreement and the opening of your Flowerama Center will be between 3 and 12 months or 18 to 24 weeks for a start-up Co-Brand Flowerama Center. This interval may vary based upon factors such as the time required to secure a lease or purchase real property, the condition of the site, the construction of your Flowerama Center, how much an existing location must be remodeled, the delivery schedule for equipment or supplies, delays in securing your financing arrangements, pandemics, and completing training. Delays may also occur based upon your compliance with local laws and regulations.

If you are co-branding your existing Center, we will be deemed to have approved your Flowerama Center location when we approve your application for a co-branded franchise. We do not expect there to be a significant delay or interruption in your Center's operations associated with co-branding. The typical length of time between the signing of the Co-Branding Addendum for an Existing Flowerama Center and the opening of your business is 2 to 8 weeks. The factors that affect this time period include the ability to secure financing, obtain building permits, weather conditions, mishaps during the course of renovation, delayed installation of equipment, fixtures and signs, pandemics and completion of the initial training program.

Internet

We have the right, but are not obligated, to establish a website or other electronic system providing private and secure communications (e.g., an intranet) between us, our franchisees, and other persons and entities that we decide are appropriate. If we require, you must establish and maintain access to the intranet in the manner we designate. Additionally, we may periodically prepare agreements and policies concerning the use of the intranet that you must acknowledge and/or sign. (Franchise Agreement – Section 31C (i)).

We have the right, but are not obligated, to initiate an electronic commerce program. You may have the opportunity to participate in the program if you are in good standing under the Franchise Agreement and any other agreement with us or our affiliates. (Franchise Agreement – Section 31D (i)).

We have the sole right to market on the Internet and use the 1-800-Flowers Marks and the Flowerama Marks (collectively, the "Marks") on the Internet, including all use of websites, domain names, URLs, directory addresses, email addresses, metatags, linking, advertising, co-branding and other arrangements, and in all other forms of electronic media. You may not separately register any domain name or any portion of a domain

name containing the Marks or participate or market on any website or other form of electronic media (including social technology, social media and social networking platforms) using the Marks, unless you first obtain written approval from us. Your general conduct on the Internet or other forms of electronic media, including your use of the Marks or any advertising, is subject to the terms and conditions of the Franchise Agreement and any other rules, requirements or policies that we may periodically identify. (Franchise Agreement – Section 31B(i)) and (iii)).

You are strictly prohibited from using the Marks to promote your Center in any manner on any social and/or networking websites, such as Facebook, LinkedIn, Instagram and Twitter, without our prior written consent. (Franchise Agreement – Section 31B(ii)).

Advertising

During each calendar year, you must spend a minimum of 1% of gross sales for local advertising and promotion of your Flowerama Center. You may use you own advertising material, but the media and content of your advertising is subject to our approval. (Franchise Agreement - Section 22 A). In lieu of the above advertising requirement, we, at our sole option, may establish a "Marketing Fund" for Flowerama Centers. (Franchise Agreement - Section 22 B).

Flowerama Marketing Fund – Standard Flowerama Centers

As of the date of this Disclosure Document, we have not established a separate Flowerama Marketing Fund (the "Flowerama Marketing Fund"), but we reserve the right to do so at any time in the future upon 90 days' written notice to you. When the Flowerama Marketing Fund is implemented, company-owned and affiliate-owned Standard Flowerama Centers will make contributions to the Flowerama Marketing Fund equal to the amounts required of comparable Centers for each of our or our subsidiaries' or affiliates' company-owned units operating in any market or region in which there are 5 or more Standard Flowerama Centers in operation. If a Flowerama Marketing Fund is established, all franchisees will be uniformly required to pay to us on or before the 10th day of each calendar month an amount equal to 2% of their Gross Sales for the preceding calendar month. (Franchise Agreement - Section 22 B).

The Flowerama Marketing Fund monies will be used by us for the purpose of advertising, promoting and enhancing the total Flowerama image. (Franchise Agreement - Section 22 B).

If we choose to establish a Flowerama Marketing Fund, it will be administered by us as follows:

The Flowerama Marketing Fund will be used for regional or national advertising, publicity and promotion relating to our business. We will determine, in our fully unrestricted discretion, the manner in which the Flowerama Marketing Fund will be spent. Some portion of the Flowerama Marketing Fund may be used for creative concept production, marketing surveys, test marketing and related purposes. We have the right to direct all advertising activities with sole discretion over creative concepts, materials and media used, as well as their placement and allocation. We also have the right to determine, in our sole discretion, the composition of all geographic and market areas for the implementation of these advertising and promotional activities. We are not required to place any advertising for your Standard Flowerama Center or in your area. We do not have to make sure that any Standard Flowerama Center benefits from the placement of advertising in proportion to their contributions to the Flowerama Marketing Fund. (Franchise Agreement - Section 22 D).

The Flowerama Marketing Fund is intended to maximize general public recognition in all media, of the Flowerama Marks, patronage of Standard Flowerama Centers, and the availability of the products and services offered at Standard Flowerama Centers. No amount of the Flowerama Marketing Fund will be spent for advertising that is principally a solicitation for the sale of franchises. (Franchise Agreement – Section 22 D).

We have the right to reimburse ourselves out of the Flowerama Marketing Fund for the total costs (including indirect costs) of developing, producing and distributing any advertising materials and collecting the Advertising Fee (including attorneys', auditors' and accountants' fees and other expenses incurred in connection with collecting any Advertising Fee). (Franchise Agreement - Section 22 D).

Centers owned by us or our affiliates will contribute to the Flowerama Marketing Fund on the same basis as you. The Flowerama Marketing Fund Fees paid will be kept separate and distinct and will be accounted for separately from our other funds. These funds will not be used to defray any of our general operating expenses, except as described above. (Franchise Agreement - Section 22 D).

Any sums paid to the Flowerama Marketing Fund that are not spent in the year they are collected will be carried over to the following year. We will prepare an annual accounting of the Flowerama Marketing Fund within 120 days after the end of our fiscal year and will distribute it to our franchisees, upon written request, once a year that will state the total amount of money collected and spent by the Flowerama Marketing Fund during the previous year and list, by general category, the manner in which we spent the money. The report will not be separately audited. We are not required to have the Flowerama Marketing Fund statements audited. (Franchise Agreement - Section 22D).

1-800-Flowers Marketing and Marketing Funds – Co-Brand Flowerama Centers

We or 1-800-Flowers or our affiliates may maintain and administer a marketing fund for Flowerama Centers that co-brand with 1-800-Flowers (the "1-800-Flowers Marketing Fund"). The 1-800-Flowers Marketing Fund was suspended in January 2009 and remained suspended during the fiscal year ended July 3, 2022. If the 1-800-Flowers Marketing Fund is reinstated, and if you operate a Co-Brand Flowerama Center, you must pay 2% of all Gross Sales (the "1-800-Flowers Marketing Fund Fee") that will be paid into the 1-800-Flowers Marketing Fund.

The 1-800-Flowers Marketing Fund will be for the benefit of the entire 1-800-Flowers System (including co-branded franchises) and the BloomNet Network related to the provision of floral services and products.

The Marketing Funds will be maintained as described below.

National and regional marketing programs can include the use of television and radio campaigns, yellow pages advertising, public relations activities, the use of toll-free telephone numbers, telemarketing systems, on-line computer networks and services, the Internet, interactive television and other technological advances for local and regional coverage. We can direct the activities of the Marketing Funds directly and can utilize the services of advertising and public relations agencies to assist in these activities. We can, but have no obligation to, make expenditures for you that directly benefit you or your Center. Any portions of the Marketing Funds that are not spent during the fiscal year in which they accrue will be spent during the following year. We will make contributions to the Marketing Funds equal to the amounts required of comparable Centers for each of our or our subsidiaries' or affiliates' company-owned units operating in any

market or region in which there are five or more Centers in operation. While all co-branded Flowerama franchisees will contribute to the 1-800-Flowers Marketing Fund at the same rate, not all 1-800-Flowers shops (or co-branded shops) will contribute to the 1-800-Flowers Marketing Fund at the same rate. (Co-Branding Addendum to Franchise Agreement for a Start-Up Flowerama Center – Paragraph 5; Co-Branding Addendum to Franchise Agreement for an Existing Flowerama Center – Paragraph 5).

Upon request, we will prepare an annual accounting of the Marketing Funds and will distribute it to our franchisees once a year that will state the total amount of money collected and spent by the Marketing Funds during the previous year and list, by general category, the manner in which we spent the money. None of the Marketing Funds will be audited. (Co-Branding Addendum to Franchise Agreement for a Start-Up Flowerama Center – Paragraph 5c (vi); Co-Branding Addendum to Franchise Agreement for an Existing Flowerama Center – Paragraph 5c). 1-800-Flowers Marketing and Finance Departments administer all Marketing Funds under the direction of the Director of Marketing.

The 1-800-Flowers Marketing Fund contributions were suspended in January 2009. We or 1-800-Flowers or our or its affiliates reserve the right to begin collecting 1-800-Flowers Marketing Fund contributions again at any time. During our fiscal year ended July 3 , 2022, the 1-800-Flowers Marketing Fund spent no funds for general expenses.

We are entitled to receive reimbursement from the Marketing Funds for all direct and indirect expenses incurred for the development, supervision and administration of the marketing programs and the Marketing Funds. No portion of the Marketing Funds is used for advertising for the sale of franchises. (Co-Branding Addendum to Franchise Agreement for a Start-Up Flowerama Center – Paragraph 5c; Co-Branding Addendum to Franchise Agreement for an Existing Flowerama Center – Paragraph 5c).

You may undertake additional marketing and advertising at your own expense during the term of the Franchise Agreement, but the use of any and all marketing materials in any medium is subject to our prior review and written approval and must be conducted in a dignified manner in accordance with our then-current standards and specifications. (Co-Branding Addendum to Franchise Agreement for a Start-Up Flowerama Center – Paragraph 5d, Co-Branding Addendum to Franchise Agreement for an Existing Flowerama Center – Paragraph 5d).

Fruit Bouquets Marketing Fund

We or 1-800-Flowers or our respective affiliates may also maintain and administer a marketing fund for franchisees that purchase the Fruit Bouquets Program (the "Fruit Bouquets Marketing Fund"). If you purchase the Fruit Bouquets Program, you will pay into the Fruit Bouquets Marketing Fund an amount equal to 2% of your Fruit Bouquets Gross Sales each month. The Fruit Bouquets Marketing Fund has not yet been established, so no money has been collected or spent by this fund. The Fruit Bouquets Marketing Fund will be for the benefit of all franchisees offering Fruit Bouquets and is intended to maximize general public recognition in all media, of the Fruit Bouquets Marks, patronage of retail outlets participating in the Fruit Bouquets Program, and the availability of fruit bouquets offered at Flowerama Centers and elsewhere. (Franchise Agreement, Section 22C).

The Fruit Bouquets Marketing Fund will be maintained as described below;

National and regional marketing programs can include the use of television and radio campaigns, yellow pages advertising, public relations activities, the use of toll-free telephone numbers, telemarketing

systems, on-line computer networks and services, the Internet, interactive television and other technological advances for local and regional coverage. We can direct the activities of the Fruit Bouquets Marketing Fund directly and can utilize the services of advertising and public relations agencies to assist in these activities. We can, but have no obligation to, make expenditures which directly benefit you or your Center. Any portions of the Fruit Bouquets Marketing Fund that are not spent during the fiscal year in which they accrue will be spent during the following year. We will make contributions to the Fruit Bouquets Marketing Fund equal to the amounts required of comparable Centers for each of our or our subsidiaries or affiliates company-owned units operating in any market or region in which there are 5 or more Centers in operation. (Franchise Agreement, Section 22 D).

During the term of your Franchise Agreement, we will provide you, at your written request, with an annual statement within 120 days after the end of our fiscal year summarizing the expenditures of the Fruit Bouquets Marketing Fund. The Fruit Bouquets Marketing Fund will not be audited. 1-800-Flowers Marketing and Finance Departments administer all Advertising and Marketing Funds under the direction of the Director of Marketing. (Franchise Agreement, Section 22D).

We are entitled to receive reimbursement from the Fruit Bouquets Marketing Fund for all direct and indirect expenses incurred for the development, supervision and administration of the marketing programs and the Marketing Fund. No portion of the Fruit Bouquets Marketing Fund will be used for advertising for the sale of franchises. (Franchise Agreement, Section 22D).

During the fiscal year ended July 3, 2022 , the Fruit Bouquets Marketing Fund had not been established, so no money was collected or spent by the Fruit Bouquets Marketing Fund.

Other Advertising Information

We are not required to conduct any advertising and we are not required to spend any advertising monies in the area where your Flowerama Center is located. There is not an advertising council composed of franchisees that advises us on advertising policies. You are not required to participate in a local or regional advertising cooperative.

Grand Opening Campaign

If you purchase a Standard Flowerama franchise, you are encouraged (but not required) to conduct grand opening marketing to promote the opening of your Standard Flowerama Center. (Franchise Agreement, Section 22E). If you purchase a start-up Co-Brand Flowerama Center, we will develop and provide you with a promotional campaign for the grand opening and estimate that you will spend between $500 and $2,000 for this campaign. Existing franchisees that choose to co-brand their Flowerama Centers with 1-800-Flowers are not required to conduct any grand opening campaign, but we encourage you to do so to promote the co-brand. (Co-Branding Addendum to Franchise Agreement for a Start-Up Flowerama Center - Paragraph 6).

Franchise Advisory Board

We no longer have a Franchise Advisory Board, but reserve the right to re-establish one in the future.

POS Systems

During the term of your Franchise Agreement, we will exert our best efforts through our affiliates to establish and maintain standards for the required computerized point-of-sale hardware, software and/or web-based systems ("POS Systems") for the Flowerama Center and provide you either directly through our affiliates, or indirectly through the use of approved third party vendors, with ongoing technical support, maintenance and repair services, upgrades and updates for these systems. (Franchise Agreement – Section 18 E).

We will specify the currently approved POS Systems in the list of designated and approved suppliers that we give you, and we have the right to change the approved POS Systems in the future. We currently approve the BloomNet Business Management System (BloomNet BMS) POS System and the Visual Ticket POS System, but these POS Systems are not the only systems we will approve. The hardware distributor of the BloomNet BMS POS System is Dell Computers, One Dell Way, Round Rock, Texas 78682, telephone: 800-999-3355. The manufacturer of the Visual Ticket POS System is FloralSystems.com, Inc., 497 Main Road, Corfu, New York 14036, 866-797-2428. The software vendor for the BloomNet BMS POS System is BloomNet, Two Jericho Plaza, Suite 200, Jericho, New York 11753, telephone: 516-237-6000.

BloomNet Business Management System:

BLOOMNET BUSINESS MANAGEMENT SYSTEM HARDWARE REQUIREMENTS	DESCRIPTION
Dell Optiplex 3090 Workstation (WS360010) (or similar model)	Workstation
Brother Laser Printer (HL-L6200DW) (or similar model)	Printer
Dell Point of Sale (POS) Kit: Keyboard/Swiper, Cash Drawer & Receipt Printer (OM300010) (or similar model)	POS Kit
BloomNet Technologies BMS Software: All inclusive, multi-user license	License Agreements and Software

The estimated cost to purchase or lease the BloomNet POS System is approximately $150 to $10,000. The estimated cost for monthly lease, maintenance, upgrades and updates is approximately $200 per month.

The estimated cost to purchase or lease the Visual Ticket POS System is approximately $5,000 to $50,000. The estimated cost for monthly lease, maintenance, upgrades and updates is approximately $200 to $500 per month, depending on the number of stations and features chosen.

We reserve the right to specify the POS System you must purchase at any time. We also have the right to change the approved POS System in the future. You must, upon 90 days' notice from us, upgrade your POS System, but no more frequently than every 3 years during the term of your Franchise Agreement. When we require you to purchase our approved POS System, the information below will apply. If you are a start-up franchise, you must purchase the POS System we designate or approve. (Franchise Agreement, Section 18 E).

You must update and upgrade the POS System during the term of the Franchise Agreement. You must pay a monthly charge for technical support as established by your service provider. You must use the POS System in your business as a cash register system, a customer data system, an inventory system, an employee

payroll and time maintenance system, a wire service reconciliation and a daily sales reporting system. We have the right to, and will, access daily sales information in our sole and absolute discretion and will require you to transmit this data on a daily basis by fax, telephone or through dedicated electronic polling systems. All electronic cash registers, POS Systems, electronic systems and computer hardware and software installed at the Center must permit us to poll sales information from the Center and to electronically transmit and obtain sales and other data to and from the Center. (Franchise Agreement, Section 18 E).

You must enter into a BloomNet Technologies Systems Agreement with BloomNet to obtain a limited license to use certain electronic software, documentation and content that comprise BloomLink or other electronic systems we designate to fulfill floral orders and other functions at the Flowerama Center. (Franchise Agreement, Section 30).

Manuals.

Upon securing a mutually accepted site, we will loan you one copy of or otherwise provide you with access to the Franchise Operations and Brand Standards Manual (the "Operations Manual") and the Fruit Bouquets Franchise Operations and Brand Standards Manual (the "Fruit Bouquets Manual"), if you add the Fruit Bouquets Program into your Center, and all other manuals (collectively, the "Manuals") that govern the operations of the Center to use during the term of the Franchise Agreement by hard copy or via the Intranet. We may post some or all of the Manuals on a restricted website, intranet, or extranet to which you will have access. The Manuals contain our standard operational procedures, policies, rules and regulations with which you must comply. (Franchise Agreement, Section 14). The Operations Manual contains 336 pages (including appendices). The Fruit Bouquets Manual contains 383 pages (including appendices). The Fruit Bouquets Pricing Guide is provided on-line to all franchisees purchasing the Fruit Bouquets by 1-800-Flowers Program. You will be given the opportunity to review the Operations Manual and the Fruit Bouquets Manual, if you add a Fruit Bouquets Program into your Flowerama Center, before you sign your Franchise Agreement. Notwithstanding the requirements of the Manuals and the Fruit Bouquets Pricing Guide, you alone will exercise day-to-day control over all operations, activities and elements of your Flowerama Center, including over your employees. Under no circumstances will we do so or be deemed to do so. The various requirements, restrictions, prohibitions, specifications and procedures of the System with which you must comply under your Franchise Agreement and the Manuals do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of your Flowerama Center, but only constitute standards to which you must adhere when exercising your control over the day-to-day operations of your Flowerama Center consistent with our policies. (Franchise Agreement, Section 14).

Training

After you obtain your Flowerama Center location, but not later than 6 weeks before the opening of your Flowerama Center, we will train you and/or a person designated by you as follows at our Cedar Falls, Iowa headquarters, our Cedar Falls area company-owned Flowerama Centers, through a virtual communication platform and/or the 1-800-Flowers headquarters in Jericho, New York. The following are our Initial Training Programs as of our most recent fiscal year end:

TRAINING PROGRAM

The initial training program for Standard Flowerama Center or start-up Co-Brand Flowerama Center is as follows:

Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Welcome and introduction to System	2	0	Cedar Falls, IA or Jericho, NY or virtual communication platform
Management responsibilities	3	Varies based on your need	Cedar Falls, IA or Jericho, NY or virtual communication platform
Sales and customer service	8	Varies based on your need	Cedar Falls, IA or Jericho, NY or virtual communication platform
Floral processing and care	6	Varies based on your need	Cedar Falls, IA or Jericho, NY or virtual communication platform
Floral design	63	Varies based on your need	Cedar Falls, IA or Jericho, NY or virtual communication platform
Plant care and merchandising	4	Varies based on your need	Cedar Falls, IA or Jericho, NY or virtual communication platform
Fundamentals of pricing	3	Varies based on your need	Cedar Falls, IA or Jericho, NY or virtual communication platform
Staffing	2	Varies based on your need	Cedar Falls, IA or Jericho, NY or virtual communication platform
Advertising and promotions	3	Varies based on your need	Cedar Falls, IA or Jericho, NY or virtual communication platform
Purchasing	8	Varies based on your need	Cedar Falls, IA or Jericho, NY or virtual communication platform
Accounting and record keeping	17	Varies based on your need	Cedar Falls, IA or Jericho, NY or virtual communication platform
Delivery procedures	1	Varies based on your need	Cedar Falls, IA or Jericho, NY or virtual communication platform
Day to day operating procedures	6	Varies based on your need	Cedar Falls, IA or Jericho, NY or virtual communication platform
On the Job Training	0	34	Cedar Falls, IA or Jericho, NY or virtual communication platform
Total Hours	126	34	

The initial training program for existing Flowerama Centers co-branded with 1-800-Flowers is as follows:

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Introduction	0.75	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Mission Statement, Vision Statement & History of 1-800-Flowers	1.5	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Use of the Training Manual	0.5	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Roles and Responsibilities	1	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Co-Brand Checklist	1	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Converting Your Business Décor & Image	2	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Conducting a Grand Re-Opening	1	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Wrap-up	0.25	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Questions from Yesterday's Material	0.25	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Customer Service Procedures	2.5	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Understanding 1-800-Flowers Guest Offerings	1.25	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Selling Skills	4	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Wrap-up & Exam	1	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Questions from Yesterday's Materials	0.25	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Job Descriptions	1	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Recruitment	1.75	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Hiring on a Trial Basis	0.25	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Employee Orientation	0.5	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Training	1	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Uniform & Dress Code	0.25	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Performance Evaluations	0.5	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Progressive Discipline	0.75	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Termination/ Separation	0.5	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Wrap-up & Exam	1	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Questions from Yesterday's Materials	0.25	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Staffing & Scheduling	2	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Operational & Financial Reporting	1	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Loss Prevention Techniques	0.5	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Electronic Funds Transfer/ Direct Pay	0.5	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Finance	2	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
BloomNet	1	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Importance of Retail	1	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Wrap-up	0.25	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Questions from Yesterday's Materials	0.25	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Use of a Marketing Calendar	1	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Promoting 1-800-Flowers in Your Area	1.5	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Website Standards	0.25	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Using the Marks	0.25	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Required Advertising Expenditures	0.25	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Public Relations	0.25	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Community Involvement	0.25	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Obtaining Advertising Approval	0.25	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Marketing Plan for the Year	1	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
123 Print	1	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
Prepare for On-the-Job Training	0.5	0	Cedar Falls, IA, Jericho, NY, Existing Center or virtual communication platform
On the Job-Training	0	0	Existing Center
Total Hours	40	0	

The instructors for floral training include Rita Wood, Brenda Simmons, Stephen Lenzovich, Steven Seniow, Arthur Herrera and Shannon Lizer. Each of our instructors have at least 7 years of experience in the subject they are teaching and they have all been with us for more than 7 years.

If you are purchasing a Fruit Bouquets Business, we will provide an additional 2 days of training at no cost to you, at your existing Center and/or through a virtual communication platform, as described above. (Franchise Agreement, Section 16. E, Fruit Bouquets Addendum, Section 8).

The initial training program for the Fruit Bouquets Program is as follows:

TRAINING PROGRAM – FRUIT BOUQUETS		
Subject	Hours of Classroom Training	Location
Health, Sanitation and Safety	.5	Existing Center or virtual communication platform
Location Set-up	.5	Existing Center or virtual communication platform

TRAINING PROGRAM – FRUIT BOUQUETS		
Subject	Hours of Classroom Training	Location
Design Resource Guide	.25	Existing Center or virtual communication platform
Production	1	Existing Center or virtual communication platform
Fruit and Supply Purchasing	.5	Existing Center or virtual communication platform
Storage, Equipment and Work Flow	1	Existing Center or virtual communication platform
Delivery Procedures, Delivery Vehicles	.5	Existing Center or virtual communication platform
Training Video	.5	Existing Center or virtual communication platform
Kitchen Basics, Cleaning Practices	.5	Existing Center or virtual communication platform
Selecting Fruit	.5	Existing Center or virtual communication platform
Washing Fruit, Preparing Fruit for Cutting	.25	Existing Center or virtual communication platform
Fruit Cutting, Slices and Shapes	.5	Existing Center or virtual communication platform
Fruit Storage	.25	Existing Center or virtual communication platform
Arranging	3	Existing Center or virtual communication platform
Cutting Apples, Oranges and Pears	.25	Existing Center or virtual communication platform
Skewering Fruit	.25	Existing Center or virtual communication platform
Chocolate – Storage, Prep, Dipping	.5	Existing Center or virtual communication platform
Decorating with Chocolate	.5	Existing Center or virtual communication platform
Toppings	.50	Existing Center or virtual communication platform
Containers, Preparing Bases	.25	Existing Center or virtual communication platform
Skewering Other Fruit	.5	Existing Center or virtual communication platform
Arranging	3.25	Existing Center or virtual communication platform
Wrapping	.25	Existing Center or virtual communication platform
Total Hours	16	

The instructors for Fruit Bouquets training include Scott Shepard, Priscilla Targownik and Billy Cabral. With the exception of Billy Cabral who has been with us for less than 2 years, our instructors have been with us for at least 5 years and have at least 6 years of experience in the subject they are teaching. Fruit Bouquets training is currently conducted at your Flowerama Center and/or through a virtual communication platform.

We conduct the initial training program generally three to four times per year (or more frequently, if needed). The instructional materials include our Franchise Operations and Brand Standards Manual, Fruit Bouquets Franchise Operations and Brand Standards Manual, videos, demonstrations and practice.

Our initial training program is a minimum of four weeks and is a combination of classroom and on-the-job training. We encourage trainees to extend the time on the job in our company-owned outlets for a total of six weeks of training or until they feel confident and comfortable in their ability to handle day-to-day shop operations. The Initial Franchise Fee includes the cost of the initial training program for you and/or a supervisorial or managerial employee designated by you. If you choose to extend the on-the-job training in one of our company-owned stores, you will not be paid for any work that you do during this extended training.

We reserve the right to waive all or part of the training if the franchisee is experienced in the floral business and does not require initial training.

If you are the primary operator of the Flowerama Center, you must attend and successfully complete to our satisfaction a minimum of four weeks of training. If you are not the primary operator, you must attend the first week of the initial training program and the supervisorial or managerial employee designated by you must attend and successfully complete a minimum of four weeks of training. If you and/or your supervisorial or managerial employee do not complete our initial training program to our satisfaction, you will have the opportunity to re-take the training program, at your expense including payment of our training fee. If you and/or your supervisorial or managerial employee fail to complete the training program a second time, we have the right to terminate your Franchise Agreement. Any subsequent supervisorial or managerial employee you appoint after the opening of your Flowerama Center must attend and successfully complete our next scheduled initial training program at a charge of $2,500 per person. Except as described in this paragraph, we will not train any of your employees. We will not hire or assist you in hiring any employees. We will not provide the initial training program if you or your affiliate currently owns or operates a Flowerama Center or if the Franchise Agreement is signed as a renewal Franchise Agreement. (Franchise Agreement, Section 16 D).

You must pay all the expenses incurred by you and/or your trainees in connection with the initial training program, including, for example, their wages, transportation costs, meals, lodging and other living expenses. (Franchise Agreement – Section 16 D).

Other training programs are available periodically, but attendance at these training programs is not currently mandatory. We do not currently hold any franchisee meetings or conventions that you must attend. We reserve the right at any time to modify our training programs to accommodate the needs and/or experience of any individual trainee.

If you add a Fruit Bouquets Business to your Flowerama Center, you may request additional training or assistance related to fulfilling fruit bouquets. If, at our discretion, we provide such additional training, we will provide the additional training at no charge. (Fruit Bouquets Addendum, Section 11).

We may provide all or any portions of the Initial Training Program, post-opening on-site opening assistance and/or post-opening consultations remotely over a virtual communication platform designated by us. (Franchise Agreement, Article 16).

ITEM 12
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.

The Franchise Agreement will designate the approved location of your Standard Flowerama Center and you may conduct business only at the approved location. You may receive a protected territory in our sole discretion. We will grant you a geographic area (the "Territory") in which we will not franchise or establish any other Flowerama Center. The minimum Territory we grant to you will consist of a one-mile radius from your Flowerama Center.

If you are purchasing a start-up Co-Brand Flowerama Center, the Franchise Agreement will designate the approved location of your Co-Brand Flowerama Center and you may conduct business only at the approved location. You may receive a protected territory in our sole discretion.

As an existing Flowerama franchisee that is co-branding with 1-800-Flowers, the Territory originally granted to you will not be altered when you sign the Co-Branding Addendum for an Existing Flowerama Center. During the term of your Franchise Agreement, we will not establish, nor grant a franchise to anyone else to establish, a Flowerama Center within your Territory.

You can solicit and accept orders through BloomNet and recognized floral wire services, pre-approved local yellow pages advertising and other pre-approved media, as we deem appropriate, without restriction, but you may not use other alternative distribution channels to solicit or fill orders. You may not use the Internet or a centralized telephone system for inter-store or intra-store transmissions of sales to or from the Flowerama Center without our prior written consent or otherwise use inter-store or intra-store transmissions of sales to understate Gross Sales. As a member of the BloomNet Network, you may be referred orders from BloomNet or 800-Flowers at your Flowerama Center through the BloomNet Network for fulfillment, but neither BloomNet nor 800-Flowers is obligated to refer you any incoming, telephone or Internet orders. If an order is referred to you for fulfillment using these alternative distribution methods, you will earn a portion of the revenue from that order if you fulfill the order according to our requirements. The Premier Order Fulfillment Agreement, if you choose to sign it, does not grant you exclusive rights to fulfill orders in a specific area or zip code.

General

We and our affiliates can establish membership relationships and company-owned units and can grant franchises for similar or competitive businesses that will use the 1-800-Flowers Marks at any location, and using the Flowerama Marks at any location outside the Territory (if applicable). Retail will operate its company-owned retail units under the trade names "1-800-Flowers", "Conroy's Flowers", "Fruit Bouquets", "1-800-Flowers.Com", "Fruit Bouquets by 1-800-Flowers", "fruitbouquets.com" and/or "Flowerama". 1-800-Flowers, through its subsidiaries, is a leading e-commerce provider of floral products and gifts through the Internet. 1-800-Flowers has developed an international flowers-and-gifts-by-telephone business selling flowers, gifts and related products and services under the trade name "1-800-Flowers" and utilizes the toll-free telephone number 1-800-356-9377, corresponding to "1-800-Flowers", to receive orders for flowers and gifts. Floral orders received through the Internet and by telephone generally are referred to retail flower shops for fulfillment. We and our affiliates may establish other methods and alternative channels of distribution under the 1-800-Flowers Marks or the Flowerama Marks (collectively, the "Marks"), or other trademarks at any location in the future and reserve the right to use the Marks, the System, and any other marks and names of our affiliates, to own and operate and to grant others the right to own and operate kiosks, carts, concessions, design centers or distribution centers, satellite units, other mobile, remote, limited service or non-permanent facilities or other retail operations as part of larger retail venues such as department stores, supermarkets, shopping malls or in public areas such as amusement parks, airports, train stations, public facilities, college and school campuses, arenas, stadiums, supermarkets, hospitals, office buildings, convention centers, airlines

(in-flight service) and military bases, both within and outside your trading area. In addition, we and our affiliates reserve the right to own and/or operate and to grant others the right to own and/or operate competing businesses through toll-free "1-800", "1-888", "1-877" and "1-866" telephone numbers, on-line computer networks and services and the Internet, including so called "virtual stores", anywhere.

We have the right, but are not obligated, to initiate an electronic commerce program. You may have the opportunity to participate in the program if you are in good standing under the Franchise Agreement and any other agreement with us or our affiliates.

We have the sole right to market on the Internet and use the Marks on the Internet and in all other forms of electronic media, including all use of websites, domain names, URLs, directory addresses, email addresses, metatags, linking, advertising, co-branding and other arrangements. You may not separately register any domain name or any portion of a domain name containing the Marks or participate or market on any website or other form of electronic media (including social technology, social media and social networking platforms) using the Marks unless you first obtain prior written approval from us. You may not solicit sales through alternative distribution channels, such as catalog sales, telemarketing or other direct marketing, without our prior written consent.

We are not required to pay you if we exercise any of the rights specified above.

If your lease for the premises of the Flowerama Center terminates without your fault, or if the premises are damaged, condemned or otherwise unusable, or if in your and our reasonable judgment there is a change in the character of the location of the Center sufficiently detrimental to its business potential to warrant its relocation, we may grant permission to you to relocate the Center. You may not relocate your Center without our prior written consent, which will not be unreasonably withheld. You are not granted any options, rights of first refusal, or similar rights to acquire additional franchises, but we may consider granting you the right to establish additional Centers under then-current Franchise Agreements, particularly if you already own additional existing flower shops in areas and at sites that we approve, but we have no obligation to do so. Continuation of your rights under the Franchise Agreement is not dependent upon achieving any certain sales volume, market penetration or other contingency, except that you must comply with the terms of the Franchise Agreement, the System, the Operations Manuals, the Fruit Bouquets Manual (if you add a Fruit Bouquets Business into your Center) and any of our other directives.

ITEM 13
TRADEMARKS

The principal Flowerama commercial symbol that we will license to you appears on the cover of this Disclosure Document.

As used in this Disclosure Document and our Franchise Agreement, the term "Flowerama Marks" includes our trademarks, service marks, trade names, logos and commercial symbols. The principal Flowerama Marks include those that you will use to identify the Flowerama Center.

The following is a description of the Flowerama Marks that we will license to you and which have been registered on the Principal Register of the United States Patent and Trademark Office ("USPTO"):

Registration Number	Description of Mark	Principal or Supplemental Register of the United States Patent and Trademark Office	Registration Date
2,214,585	Flowerama	Principal	December 29, 1998 (Renewed Jan. 31, 2018)
2,231,871	Flowerama of America and Design	Principal	March 16, 1999 (Renewed Feb. 12, 2019)
2,992,237	Flowerama and Design	Principal	September 6, 2005 (Renewed Oct. 3, 2015)
3,108,683	Flowerama and Design	Principal	June 27, 2006 (Renewed Oct. 3, 2015)

All required affidavits for the above trademarks have been filed and we intend to renew all registrations when they become due.

1-800-Flowers Marks

If you will co-brand your existing Flowerama Center with 1-800-Flowers or you purchase a start-up Co-Brand Flowerama Center, then, in addition to any other trademarks that may be designated in the future, you will be granted the right to use the following additional trademarks that are owned by our parent 1-800-Flowers.com, Inc. and which have been registered on the Principal Register of the USPTO:

Mark	Registration Number	Registration Date
"**1-800-FLOWERS**"	1,009,717	April 29, 1975 (renewed May 14, 2015)
"**1-800-FLOWERS.COM**"	2,434,592	March 13, 2001 (renewed June 5, 2020)
"**1800FLOWERS.COM**	2,825,367	March 23, 2004 (renewed March 26, 2014)
"**800-FLOWERS**"	1,398,787	June 24, 1986 (renewed August 27, 2016)
	2,014,298	November 5, 1996 (renewed October 28, 2016)
	4,058,345	November 22, 2011 (renewed July 13, 2021)
	3,155,701	October 17, 2006 (renewed December 27, 2016)

Mark	Registration Number	Registration Date
	3,161,360	October 24, 2006 (renewed June 14, 2017)
	3,161,361	October 24, 2006 (renewed June 13, 2017)
	4,321,990	April 16, 2013

1-800-Flowers has filed all required affidavits and intends to renew the 1-800-Flowers Marks when they become due. You must follow our instructions in the Franchise Agreement, the Franchise Operations and Brand Standards Manual and our rules when you use the 1-800-Flowers Marks and the Flowerama Marks. You cannot use a name or the 1-800-Flowers Marks and the Flowerama Marks as part of a corporate name or with modifying words, designs or symbols, except for those that we license to you. You cannot use the 1-800-Flowers Marks and the Flowerama Marks in the sale of an unauthorized product or service or in a manner we do not authorize in writing. You may not use "1-800-Flowers", the telephone number "1-800-266-7697" or "1-888", "1-866", or "1-877" telephone numbers or other like toll-free telephone numbers that we may use or confusingly similar imitations of these telephone numbers. You may not use words in your telephone numbers. You may not use the 1-800-Flowers Marks and the Flowerama Marks or domain names or confusingly similar imitations of the Marks or domain names on the Internet, except as we may specify or approve.

Fruit Bouquets Program Proprietary Marks

1-800-Flowers has registered the following trademarks on the United States Patent and Trademark Office Principal Register:

Mark			Registration Date	Registration Number
"FRUIT BOUQUETS BY 1800FLOWERS.COM" and design.			January 5, 2021	6,239,866
FRUIT BOUQUETS and design			March 3, 2020	6,002,773
FRUIT BOUQUETS BY 1800FLOWERS.COM and design			March 3, 2020	6,002,774
FRUIT BOUQUETS and design			March 3, 2020	6,002,775

Mark			Registration Date	Registration Number
FRUIT BOUQUETS.COM and design			March 3, 2020	6,002,776
FRUIT BOUQUETS.COM and design			January 23, 2018	5,386,809

General

We are not aware of any currently effective determinations of the United States Patent and Trademark Office ("USPTO"), any trademark trial and appeal board (the "TTAB"), the trademark administrator of any state or any court, or any pending infringement, opposition, or cancellation or any pending material litigation involving any of the above-referenced Marks. There are no prior superior rights or infringing uses actually known to us that can materially affect your use of the Flowerama Marks or, if applicable, the Fruit Bouquets Marks; however, we have not conducted an exhaustive search of users of names that may be the same or similar to the Marks and we may not be able to prevent their continued use of these words, particularly in cases where their use predates our federal trademark registration. There may be similar uses of the Marks of which we are unaware, which would arise from prior uses. No agreements limit our right to use or license the use of the Marks listed in this section in a manner material to the franchise. All required affidavits have been filed.

We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you. If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Marks, you must promptly notify us. We will promptly take the action we consider necessary to defend you. We must indemnify you for any action against you by a third party based solely on alleged infringement, unfair competition, or similar claims about the Marks. We will have no obligation to defend or indemnify you if the claim against you relates to your use of the Marks in violation of the Franchise Agreement, or your gross negligence or willful misconduct with respect to your actions pursuant to the Franchise Agreement.

If you learn that any third party whom you believe is not authorized to use the Marks is using the Marks or any variant of the Marks, you must promptly notify us. We will determine whether or not we wish to take any action against the third party. You will have no right to make any demand or to prosecute any claim against the alleged infringer for the infringement.

You must modify or discontinue the use of the Marks, whether alone, or with other franchisees, if we modify or discontinue their use and when your Franchise Agreement terminates, unless you are a party to another Franchise Agreement with us that is currently valid at that time. You must pay your actual costs of compliance (for example, the cost to replace sign faces). We shall have no obligation to reimburse you for any expenditure made by you to modify or discontinue the use of a Mark or to adopt substitutes for a discontinued Mark. You must not directly or indirectly contest our right to the Marks, trade secrets or business techniques that are part of our Trade Practices, and must not register any of the Marks individually or as part of a composite mark.

ITEM 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

As a member of the BloomNet Network, BloomNet grants you a limited license to use BloomLink or other electronic systems we designate for the fulfillment of floral orders and other functions at the Flowerama Center. With this exception, you do not receive the right to use an item covered by a patent or copyright, but you can use the proprietary information in the Operations Manual, Fruit Bouquets Franchise Operations and Brand Standards Manual and other manuals until the termination or expiration of your Franchise Agreement, or as we otherwise direct. The Operations Manual and Fruit Bouquets Franchise Operations and Brand Standards Manual are described in Item 11 above. Although we have not filed an application for a copyright registration for the Operations Manual, Fruit Bouquets Franchise Operations and Brand Standards Manual or other manuals, we claim copyright protection and the information is both confidential and proprietary. Item 11 above describes limitations on the use of the Operations Manual and Fruit Bouquets Franchise Operations and Brand Standards Manual by you and your employees. You must also promptly tell us when you learn about unauthorized use of our Trade Practices. We are not obligated to take any action, but may respond to this information, as we deem appropriate.

We hold no patents, and there are no pending patent applications that are material to the franchise. We have registered no copyright with the United States Copyright Office. However, we claim copyrights on certain forms, advertisements, promotional materials and other written materials. We also claim copyrights and other proprietary rights in the Flowerama Operations Manual and Fruit Bouquets Franchise Operations and Brand Standards Manual.

There are no agreements currently in effect that significantly limit your right to use any of our copyrights. Also, there are no currently effective determinations of the USPTO, the U.S. Copyright Office (Library of Congress) or any court pertaining to or affecting any of our copyrights discussed above. As of the date of this Disclosure Document, we are unaware of any infringing uses of or superior previous rights to any of our copyrights that could materially affect your use of them in any state.

Your and our obligations to protect your rights to use our copyrights are the same as the obligations for the Marks described in Item 13 of this Disclosure Document.

Confidential Information

You may never - during the Initial Term, any Renewal Term, or after the Franchise Agreement expires or is terminated - reveal any of our confidential information to another person or use it for any other person or business. You may not copy any of our confidential information or give it to a third party except as we expressly authorize in writing.

Our confidential information will include products, services, equipment, technologies and procedures relating to the operation of a Flowerama Center; systems of operation, services, programs, products, procedures, policies, standards, techniques, requirements and specifications that are part of the System; the Operations Manual; records of customers and billings; methods of advertising and promotion; instructional materials; and other matters.

Improvements

All ideas, concepts, techniques or materials relating to a Flowerama Center created by you while you are a Flowerama franchisee, whether or not protectable intellectual property (an "Improvement"), must be promptly disclosed to us and will become our exclusive property and a part of the Flowerama franchise system as a work made for hire for us without compensation to you.

The goodwill associated with all phone and fax numbers, email addresses, domain names, websites or webpages, social media and other Internet addresses used in operation of the Flowerama Center is an asset that belongs to us. Upon cancellation, termination or expiration of the Franchise Agreement, you will be deemed to have assigned to us or our designee all right, title and interest in and to these and/or services associated with the same. You must sign the instruments we request to confirm the assignments and transfers to us.

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

You must devote your full time, attention and best efforts to the performance of your duties under the Franchise Agreement, including a minimum of 40 hours per week of your physical presence at the Center during open and operating hours.

You can designate a supervisorial or managerial person to assume responsibility for the day-to-day management of the operation of the Center in your absence or if you do not meet the English proficiency requirement, if we choose to implement this requirement. All supervisorial and managerial personnel operating your Center must have satisfactorily completed our training program. If you are not the manager or if you do not participate in the daily operation of the Center, you must still make sure that the Center is operated according to the Franchise Agreement and the Trade Practices.

All personnel employed at the Flowerama Center must maintain the standards of sanitation, cleanliness and demeanor as we establish.

All personnel employed by you at the Flowerama Center must be trained by you in accordance with our then-current training and operations standards, and you shall maintain such standards of training, competence, cleanliness and demeanor as shall be established by us. You must ensure that only personnel performing supervisorial or managerial functions have access to our confidential information, and all such personnel agree not to disclose, and do not disclose, any confidential information that may be revealed to them during the period of their employment and, upon our request, execute a confidentiality agreement, in a form prescribed by us. We shall be deemed to be a third-party beneficiary under such confidentiality agreement.

All employees you hire or employ at your Flowerama Center will be your employees and your employees alone, and will not, for any purpose, be deemed to be our employees or subject to our direct or indirect control, most particularly with respect to any mandated or other insurance coverage, taxes or contributions, or requirements regarding withholdings, levied or fixed by any governmental authority. You will file your own tax, regulatory and payroll reports, and be responsible for all employee benefits and workers' compensation insurance payments for your employees and operations. We will not have the power to hire or fire your employees. Our authority under the Franchise Agreement to train and approve your supervisorial or managerial personnel for qualification to perform certain functions at your Flowerama Center

does not directly or indirectly vest us with the power to hire, fire or control any of your personnel. You, and you alone, will be solely responsible for all hiring and employment decisions and functions relating to your Flowerama Center, including those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision and discipline of employees, regardless of whether you have received advice from us on these subjects or not. Any guidance we may give you regarding employment policies should be considered merely examples. You will be responsible for establishing and implementing your own employment policies, and should do so in consultation with local legal counsel experienced in employment law.

We do not require that any on-premises supervisor have an equity interest in your business.

ITEM 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale and sell only those products and services that we have approved. You may not offer for sale any products or perform any services that we have not authorized nor sell any product that we have not approved (see Franchise Agreement Section 11 and Section 9). We have the right to change the types of authorized products and services and there are no limits upon our right to do so.

Except for the provisions in the Operations Manual, we place no restrictions on your ability to serve customers provided you do so from the location of your Flowerama Center only and in conformity with the terms of the Franchise Agreement.

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.

Provisions	Section in Franchise Agreement and Co-Branding Addendums to Franchise Agreement	Summary
(a) Length of the Franchise Term	Section 2 of Franchise Agreement; Paragraph 3 of Co-Branding Addendum to Franchise Agreement for Start-Up Flowerama Center; Paragraph 2 of Co-Branding	Standard Flowerama Center: If real estate is owned, term is 20 years plus 3- 10 year extensions, commencing on the date the center opens for business, unless sooner terminated as provided in the Franchise Agreement. If real estate is leased, term is cumulative total of initial lease term, plus any options to extend or renew the lease, commencing on the date the center opens for business, unless sooner terminated as provided in the Franchise Agreement Start-Up Co-Brand Flowerama Center: If you purchase a start-up Co-Brand Flowerama Center, your Term is equal to the lesser of

Provisions	Section in Franchise Agreement and Co-Branding Addendums to Franchise Agreement	Summary
	Addendum to Franchise Agreement for an Existing Flowerama Center	the lease term or 10 years, unless the parties agree otherwise, but in no event will the term be greater than 10 years, commencing on the date the start-up Co-Brand Center opens for business, unless sooner terminated as provided in the Franchise Agreement. If your lease has a term of less than 10 years, then either the Franchise Agreement will have a term equal to your lease term, or you may relocate your start-up Co-Brand Center at the end of your lease and you have the right to operate from the new site for the remainder of your 10 year term. Co-Brand Flowerama Center – Existing Center: If you will co-brand your existing Flowerama Center with the 1-800-Flowers brand, the Term of your franchise will be the remaining Term of your existing Franchise Agreement.
(b) Renewal or extension of the term	Section 2 of Franchise Agreement; Paragraph 3 of Co-Branding Addendum to Franchise Agreement for Start-Up Flowerama Center	Standard Flowerama Center: If you are in good standing we have the right to renew your franchise for an additional term equal to renewal term of Lease. Start-Up Co-Brand Flowerama Center: If you are in good standing, we may grant you a right to a renewal Franchise for an additional term of up to 10 years. If you do not sign our renewal Franchise Agreement prior to the Expiration Date and you continue to accept the benefits of the Franchise Agreement after it expires, then at our option, the Franchise Agreement may be treated either as (i) expired as of the Expiration Date with you then operating without a license to do so and in violation of our rights; or (ii) continued on a month-to-month basis until we provide you with written notice of our intent to terminate. Co-Brand Flowerama Center – Existing Center: requirements will be set forth in your existing Franchise Agreement.
(c) Requirements for franchisee to renew or extend	Section 2 of Franchise Agreement; Paragraph 3 of Co-Branding Addendum to Franchise Agreement for a Start-Up Flowerama Center	Your current Franchise Agreement will be renewed or extended without any additional franchise fee, if you purchased a Standard Flowerama Center or have co-branded your existing Flowerama Center with 1-800-Flowers, provided you: a. are in full compliance b. have satisfied all monetary obligations c. have not committed 3 or more defaults during any 18 month period during the preceding 10 years of the term of your Franchise Agreement d. agree to remodel your Flowerama Center e. renew your lease if applicable

Provisions	Section in Franchise Agreement and Co-Branding Addendums to Franchise Agreement	Summary
		f. sign a General Release substantially in the form of Exhibit K attached to this disclosure document. If you have purchased the Fruit Bouquets Program, you must also pay the renewal fee for this program. If you have purchased a start-up Co-Brand Flowerama Center, you must also pay a renewal fee of $30,000. You may be asked to sign a contract with materially different terms and conditions than your original contract. Co-Brand Flowerama Center – Existing Center: the requirements will be set forth in your existing Franchise Agreement.
(d) Termination by franchisee	Section 26 of Franchise Agreement	Only if we fail to cure any default in our performance of the Franchise Agreement within 10 days of our receipt of written notice from you specifying the default. Co-Brand Flowerama Center – Existing Center: the requirements will be set forth in your existing Franchise Agreement.
(e) Termination by franchisor without cause	Not applicable	Not applicable
(f) Termination by franchisor with cause	Sections 5 and 26 of Franchise Agreement; Paragraph 9(a)(ix) of Co-Branding Addendum to Franchise Agreement for a Start-Up Flowerama Center	We have the right to terminate Franchise Agreement: a. if an agreeable site is not secured within 12 months, or 6 months for a start-up Co-Brand Flowerama Center, after execution of the Franchise Agreement, b. if you and we agree in writing, c. if you default and do not cure the default (if curable). The Franchise Agreement describes defaults throughout-please read it carefully Co-Brand Flowerama Center – Existing Center: the requirements will be set forth in your existing Franchise Agreement.
(g) "Cause" defined - curable defaults	Section 26 of Franchise Agreement; Paragraph 9 of Co-Branding Addendum to Franchise Agreement for a Start-Up Flowerama Center	You have 10 days (in some instances longer according to state law), to cure: failure to pay fees, observe lease requirements, violation of laws, false financial information, default on financial instrument, misuse of marks, operation of competing business, failure to meet material obligations, failure to continually operate the Flowerama Center, diverting business from the Flowerama Center Co-Brand Flowerama Center – Existing Center: the requirements will be set forth in your existing Franchise Agreement.

Provisions	Section in Franchise Agreement and Co-Branding Addendums to Franchise Agreement	Summary
(h) "Cause" defined - non-curable defaults	Section 26 of Franchise Agreement; Paragraph 9 of Co-Branding Addendum to Franchise Agreement for a Start-Up Flowerama Center	We have the right to immediately terminate Franchise Agreement if: you discontinue or abandon operations; you make a general assignment for the benefit of creditors; any petition of bankruptcy is filed by or against you or your owners if you are an entity; you, or any of your owners if you are an entity, are insolvent; a guardian/conservator is appointed for you; a final conviction of a crime related to the operation of the Flowerama Center; a breach of your obligations under the Franchise Agreement, which by its nature is not capable of being cured by you Co-Brand Flowerama Center – Existing Center: the requirements will be set forth in your existing Franchise Agreement.
(i) Franchisee's obligations on termination/non-renewal	Section 27 of Franchise Agreement	You must: pay all you owe to us; stop using trade names, trademarks, Trade Practices; not identify, advertise or publicize any business as formerly associated with us; assign us all rights to phone and fax numbers, email and Internet addresses, domain names and social media used in the operation of your Flowerama Center; deliver to us all confidential material, the Operations Manual and all items with our trademarks; de-identify the Flowerama Center; comply with post-term non-competition covenants Co-Brand Flowerama Center – Existing Center: the requirements will be set forth in your existing Franchise Agreement.
(j) Assignment of contract by Franchisor	Section 29 of Franchise Agreement; Paragraph 8 of Co-Branding Addendum to Franchise Agreement for a Start-Up Flowerama Center	No restriction on our right to assign Co-Brand Flowerama Center – Existing Center: the requirements will be set forth in your existing Franchise Agreement.
(k) "Transfer" by Franchisee-defined	Section 29 of Franchise Agreement; Paragraph 8 of Co-Branding Addendum to	Includes transfer of contract or assets or ownership changes Co-Brand Flowerama Center – Existing Center: the requirements will be set forth in your existing Franchise Agreement.

Provisions	Section in Franchise Agreement and Co-Branding Addendums to Franchise Agreement	Summary
	Franchise Agreement for a Start-Up Flowerama Center	
(l) Franchisor approval of transfer by franchisee	Section 29 of Franchise Agreement; Paragraph 8 of Co-Branding Addendum to Franchise Agreement for a Start-Up Flowerama Center	No transfer without our approval. We will approve transfers to a corporation in which you own 51% of the outstanding capital stock Co-Brand Flowerama Center – Existing Center: the requirements will be set forth in your existing Franchise Agreement.
(m) Conditions for franchisor approval of transfer	Section 29 of Franchise Agreement; Paragraph 8 of Co-Branding Addendum to Franchise Agreement for a Start-Up Flowerama Center	Transferee must apply to us and demonstrate qualifications necessary to conduct business; Transferee and/or designated supervisorial or managerial employee must successfully complete Initial Training Program at transferee's expense; You must pay us a transfer fee of $10,000; You must have cured all defaults and paid all you owe us; Transferee may be required to sign new franchise agreement which may contain different terms; You must give us a copy of proposed assignment contract, we must approve it and you must give us copy of signed contract; If you purchased the Fruit Bouquets Program, this must be transferred at the same time to the same purchaser; upon our request, you must sign a continuing guarantee of transferee's obligations under the new Franchise Agreement; sign a General Release substantially in the form of Exhibit K attached to this disclosure document Co-Brand Flowerama Center – Existing Center: the requirements will be set forth in your existing Franchise Agreement.
(n) Franchisor's right of first refusal to acquire franchisee's business	Section 29 of Franchise Agreement; Paragraph 8 of Co-Branding Addendum to Franchise Agreement for a	We can match and preempt any offer for your business; we are not required to recognize goodwill in the purchase of your business. Co-Brand Flowerama Center – Existing Center: the requirements will be set forth in your existing Franchise Agreement.

Provisions	Section in Franchise Agreement and Co-Branding Addendums to Franchise Agreement	Summary
	Start-Up Flowerama Center	
(o) Franchisor's option to purchase franchisee's business	Paragraph 8 of Co-Branding Addendum to Franchise Agreement for a Start-Up Flowerama Center	Standard Flowerama Center: Not applicable Start-Up Co-Brand Flowerama Center: Upon expiration or termination of the Franchise Agreement, we have the right to purchase all or a portion of the assets used in the Flowerama Center Co-Brand Flowerama Center – Existing Center: the requirements will be set forth in your existing Franchise Agreement.
(p) Death or disability of franchisee	Section 29 of Franchise Agreement; Paragraph 8 of Co-Branding Addendum to Franchise Agreement; for a Start-Up Flowerama Center	On your death or disability your rights pass to your "Estate." Your Estate may continue operating the Flowerama Center if it provides an acceptable supervisorial or managerial employee who must complete our next Initial Training Program. Estate may sell the franchise following requirements - see (m.) above Co-Brand Flowerama Center – Existing Center: the requirements will be set forth in your existing Franchise Agreement.
(q) Non-competition covenants during the term of the franchise	Section 21 G	No involvement in competing business anywhere in United States Co-Brand Flowerama Center – Existing Center: the requirements will be set forth in your existing Franchise Agreement.
(r) Non-competition covenants after the franchise is terminated or expires	Sections 21 H and I	No competing business ("Competitive Business") for 2 years located at your Center or within 10 miles of your Center or another Flowerama Center, or 1-800-Flowers business, including after sale or assignment. If you violate the post-term covenant not to compete, you must pay us, throughout the 2 year period following the termination, transfer, or expiration of your Franchise Agreement, 5% of the gross revenue derived from the Competitive Business, including the sale of any merchandise, other products and services at or from the Competitive Business, and all other income of every kind and nature of the Competitive Business. Co-Brand Flowerama Center – Existing Center: the requirements will be set forth in your existing Franchise Agreement.
(s) Modification of the Agreement	Section 31	No modifications generally, but Operations Manual subject to change

Provisions	Section in Franchise Agreement and Co-Branding Addendums to Franchise Agreement	Summary
		Co-Brand Flowerama Center – Existing Center: the requirements will be set forth in your existing Franchise Agreement.
(t) Integration/merger clause	Section 31	Only the terms of the Franchise Agreement and other written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable. Nothing in the Franchise Agreement or in any other related written agreement is intended to disclaim representations made in the Disclosure Document Co-Brand Flowerama Center – Existing Center: the requirements will be set forth in your existing Franchise Agreement.
(u) Dispute resolution by arbitration or mediation	Section 20	Subject to applicable state law, the parties must attempt to resolve all disputes by arbitration in the Jericho, New York metropolitan area, except for certain matters that may be brought in court. Co-Brand Flowerama Center – Existing Center: the requirements will be set forth in your existing Franchise Agreement.
(v) Choice of forum	Sections 20 and 36	Must be in Nassau County, or Suffolk County, New York, in the Supreme Court of the State of New York, Nassau County, or the United States District Court in and for the Eastern District of New York. A right to a jury trial is waived (subject to state law) Co-Brand Flowerama Center – Existing Center: the requirements will be set forth in your existing Franchise Agreement.
(w) Choice of law	Section 36	Governed by New York law (subject to the exception in Section 34 and applicable state law) Co-Brand Flowerama Center – Existing Center: the requirements will be set forth in your existing Franchise Agreement.

FRUIT BOUQUETS ORDER FULFILLMENT AGREEMENT

Provisions	Section in Fruit Bouquets Order Fulfillment Agreement	Summary
(a) Length of the term	Section 4	One year
(b) Renewal or extension of the term	Sections 4 and 13	Automatically renewed for successive one year terms

Provisions	Section in Fruit Bouquets Order Fulfillment Agreement	Summary
(c) Requirements for Fulfiller to renew or extend	Not applicable	Not applicable
(d) Termination by Fulfiller	Section 4	Fulfiller may terminate on 30 days' prior written notice.
(e) Termination by 800-Flowers without cause	Section 4(b)	Either party may terminate on 30 days' prior written notice.
(f) Termination by800-Flowers with cause	Section 4	800-Flowers has the right to terminate if you are in default.
(g) "Cause" defined – curable defaults	Section 4	Defaults in performance of obligations under Agreement
(h) "Cause" defined – non-curable defaults	Section 4	Failure to meet performance standards
(i) Fulfiller's obligations on termination/non-renewal	Section 2	Cannot use Licensed Property
(j) Assignment of contract by 800-Flowers	Section 14(g)	No restriction on 800-Flowers' right to assign
(k) "Transfer" by Fulfiller – defined	Section 14(g)	Includes ownership change and change in legal structure of Fulfiller
(l) 800-Flowers approval of transfer by Fulfiller	Section 14(g)	No transfer without 800-Flower's approval
(m) Conditions for 800-Flowers approval of transfer	Section 14(g)	Sign new and then-current Fruit Bouquets Order Fulfillment Agreement and any other related agreements
(n) 800-Flowers' right of first refusal to acquire Fulfiller's business	Not applicable	Not applicable
(o) 800-Flowers' option to purchase Fulfiller's business	Not applicable	Not applicable
(p) Death or disability of Fulfiller	Not applicable	Not applicable
(q) Non-competition covenants during the term of the Agreement	Section 15	Cannot create or deliver cut fruit bouquets or similar products for or to any third party, except for orders you receive directly from the consumer through one of your normal channels of sale, or orders you are fulfilling for a Fruit Bouquets franchisee of 800-Flowers.Com Franchise Co. or a fulfiller who has signed a Fruit Bouquets Order Fulfillment Agreement with 800-Flowers, which is still in effect at the time you receive the order

Provisions	Section in Fruit Bouquets Order Fulfillment Agreement	Summary
(r) Non-competition covenants after the Agreement is terminated or expires	Article 15	Cannot create, market, fulfill or deliver cut fruit bouquets or similar products for or to any third party at or within a 25 mile radius of the business location(s) from which Fulfiller fulfills fruit arrangements for two years after termination or expiration
(s) Modification of the Agreement	Section 14(a)	No modifications generally without written agreement of both parties
(t) Integration/merger clause	Section 14(a)	Only the terms of the Fruit Bouquets Order Fulfillment Agreement are binding (subject to state law). Any representations or promises outside the Fruit Bouquets Order Fulfillment Agreement may not be enforceable
(u) Dispute resolution by arbitration or mediation	Not Applicable	Not applicable
(v) Choice of forum	Section 14(f)	Must be in Nassau County or Suffolk County, New York, in the Supreme Court of the State of New York, Nassau County or the United States District Court in and for the Eastern District of New York. A right to a jury trial is waived (subject to state law)
(w) Choice of law	Section 14(f)	Governed by New York law (subject to state law)

PREMIER ORDER FULFILLMENT AGREEMENT

Provisions	Section in Premier Order Fulfillment Agreement	Summary
(a) Length of the term	Section 4	One year
(b) Renewal or extension of the term	Section 4	Automatic one-year renewals, unless terminated by either party at least 15 days before agreement is to be renewed
(c) Requirements for Florist to renew or extend	Not applicable	Not applicable
(d) Termination by Florist	Section 4	Florist may terminate on 45 days' prior written notice
(e) Termination by 800-Flowers without cause	Section 4(b)	Either party may terminate on 45 days' prior written notice
(f) Termination by 800-Flowers with cause	Section 4	800-Flowers can terminate if you are in default
(g) "Cause" defined – curable defaults	Section 4	Defaults in performance of obligations under Agreement

Provisions	Section in Premier Order Fulfillment Agreement	Summary
(h) "Cause" defined – non-curable defaults	Section 4	Bankruptcy; insolvency; termination of other agreements
(i) Florist's obligations on termination/non-renewal	Sections 2(b), 2(e) and 12(b)	Cannot use Licensed Property
(j) Assignment of contract by 800-Flowers	Section 14(g)	Unrestricted right to assign without Florist's consent
(k) "Transfer" by Florist – defined	Section 14(g)	Includes ownership change and change in legal structure of Florist
(l) 800-Flowers approval of transfer by Florist	Section 14(g)	Agreement may not be assigned without 800-Flower's approval
(m) Conditions for 800-Flowers approval of transfer	Section 14(g)	Sign new and then-current Premier Order Fulfillment Agreement and any other related agreements
(n) 800-Flowers' right of first refusal to acquire Florist's business	Not applicable	Not applicable
(o) 800-Flowers' option to purchase Florist's business	Not applicable	Not applicable
(p) Death or disability of Florist	Not applicable	Not applicable
(q) Non-competition covenants during the term of the Agreement	Not applicable	Not applicable
(r) Non-competition covenants after the Agreement is terminated or expires	Not applicable	Not applicable
(s) Modification of the Agreement	Section 14(a)	No modifications generally without written agreement of both parties
(t) Integration/merger clause	Section 14(a)	Only the terms of the Premier Order Fulfillment Agreement are binding (subject to Federal and/or state law). Any representations or promises outside the Disclosure Document and Premier Order Fulfillment Agreement may not be enforceable
(u) Dispute resolution by arbitration or mediation	Not Applicable	Not Applicable
(v) Choice of forum	Section 14(f)	Must be in Nassau County or Suffolk County, New York, in the Supreme Court of the State of New York, Nassau or the United States District Court in and for the Eastern District of New York. A right to a jury trial is waived (subject to state law)
(w) Choice of law	Section 14(f)	Governed by New York law (subject to state law)

BLOOMNET MEMBERSHIP AGREEMENT AND
BLOOMNET TECHNOLOGIES SYSTEMS AGREEMENT

Provisions	Section in Agreements	Summary
(a) Length of the term	Section 2 of BloomNet Technologies Systems Agreement	Agreement continues in effect until terminated
(b) Renewal or extension of the term	Section 2 of BloomNet Technologies Systems Agreement	Agreement continues in effect until terminated
(c) Requirements for Customer to renew or extend	Not applicable	Not applicable
(d) Termination by Customer	Section "Termination" of BloomNet Membership Agreement; Section 8 of BloomNet Technologies Systems Agreement	Customer may terminate for any reason on 30 days' prior written notice
(e) Termination by BloomNet without cause	Section "Termination" of BloomNet Membership Agreement; Section 8 of BloomNet Technologies Systems Agreement	BloomNet may terminate for any reason on 30 days' prior written notice
(f) Termination by BloomNet with cause	Section "Termination" of BloomNet Membership Agreement; Section 8 of BloomNet Technologies Systems Agreement	BloomNet may terminate the Agreement if you fail to make payments within 10 days, fail to abide by the terms of the Agreement, cease to operate business, and upon insolvency and bankruptcy
(g) "Cause" defined – curable defaults	Section 8 of BloomNet Technologies Systems Agreement	Failure to make payments within 10 days, failure to abide by the terms of the Agreement, cease to operate business, and upon insolvency and bankruptcy
(h) "Cause" defined – non-curable defaults	Section 8 of BloomNet Technologies Systems Agreement	If Customer repeats violations of the terms of the Agreement
(i) Customer's obligations on termination/non-renewal	Section "Termination" of BloomNet Membership Agreement; Section 8 of BloomNet Technologies Systems Agreement	Stop using licensed material, return hardware, software and manuals
(j) Assignment of contract by BloomNet	Section 9 of BloomNet Technologies Systems Agreement	BloomNet may assign without restriction

Provisions	Section in Agreements	Summary
(k) "Transfer" by Customer – defined	Section "Change of Ownership" of BloomNet Membership Agreement; Section 9 of BloomNet Technologies Systems Agreement	Any assignment of rights, duties or obligations under the Agreement
(l) BloomNet's approval of transfer by Customer	Section "Change of Ownership" of BloomNet Membership Agreement; Section 9 of BloomNet Technologies Systems Agreement	BloomNet has the right to approve all transfers
(m) Conditions for BloomNet's approval of transfer	Section 9 of BloomNet Technologies Systems Agreement	BloomNet has the right to approve all transfers
(n) BloomNet's right of first refusal to acquire Customer's business	Not applicable	Not applicable
(o) BloomNet's option to purchase Customer's business	Not applicable	Not applicable
(p) Death or disability of Customer	Not applicable	Not applicable
(q) Non-competition covenants during the term of the Agreement	Not applicable	Not applicable
(r) Non-competition covenants after the Agreement is terminated or expires	Not applicable	Not applicable
(s) Modification of the Agreement	Section 9 of BloomNet Technologies Systems Agreement	No modifications generally without written agreement of both parties
(t) Integration/merger clause	Section 9 of BloomNet Technologies Systems Agreement	Only the terms of the BloomNet Membership Agreement & BloomNet Technologies Systems Agreement are binding (subject to Federal and/or state law). Any representations or promises outside the Disclosure Document and BloomNet Membership Agreement & BloomNet Technologies Systems Agreement may not be enforceable
(u) Dispute resolution by arbitration or mediation	Section 9 of BloomNet Technologies Systems Agreement	We both agree to submit disputes to binding arbitration

Provisions	Section in Agreements	Summary
(v) Choice of forum	Section "Governing Law" of BloomNet Membership Agreement	Must be in Nassau County or Suffolk County, New York, in the Supreme Court of the State of New York, Nassau County, or the United States District Court in and for the Eastern District of New York. A right to a jury trial is waived (subject to state law)
(w) Choice of law	Section 9 of BloomNet Technologies Systems Agreement	Governed by New York law (subject to state law)

ITEM 18
PUBLIC FIGURES

We do not use any public figure to promote our franchise, except that 1-800-Flowers' founder and Executive Chairman, James McCann, and its Chief Executive Officer, Christopher McCann, do promote 1-800-Flowers, our parent, in media advertisements. They are not compensated for this promotion over and above their normal compensation as Executive Chairman and Chief Executive Officer of 1-800-Flowers.

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.

We do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. 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 Senior Vice President- Franchising Vincent J. McVeigh, Two Jericho Plaza, Suite 200, Jericho, New York 11753 and (516) 237-6000, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20
OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
Fiscal Years 2020 to 2022

Outlet Type	Fiscal Year	Outlets at the Start of the Fiscal Year	Outlets at the End of the Fiscal Year	Net Change
Franchised*				
	2020	40	37	-3
	2021	37	36	-1
	2022	36	35	-1
Company-Owned**				
	2020	8	8	0
	2021	8	8	0
	2022	8	8	0
Total Outlets				
	2020	48	45	-3
	2021	45	44	-1
	2022	44	43	-1

* As of July 3, 2022, there was 1 Co-Brand Flowerama Center; As of June 27, 2021, there was 1 Co-Brand Flowerama Center; as of June 28, 2020, there was 1 Co-Brand Flowerama Center.

** As of July 3, 2022, there were 8 Company-Owned Co-Brand Flowerama Centers; As of June 27, 2021, there were 8 Company-Owned Co-Brand Flowerama Centers; as of June 28, 2020, there were 8 Company-Owned Co-Brand Flowerama Centers.

This Item 20 will also include Flowerama Centers that include the Fruit Bouquets Program, when applicable, but we do not count these franchises separately as the Fruit Bouquets Program is currently an add-on program for our franchisees.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (Other than the Franchisor)
Fiscal Years 2020 to 2022*

State	Fiscal Year	Number of Transfers
Arkansas		
	2020	1
	2021	0
	2022	0
Colorado		
	2020	0
	2021	0
	2022	1
Missouri		
	2020	0
	2021	0
	2022	0
Ohio		
	2020	0
	2021	1
	2022	0
Wisconsin		
	2020	0
	2021	0
	2022	0
Total		
	2020	1
	2021	1
	2022	1

* As of July 3, 2022, there were no transfers of Co-Brand Flowerama Centers; As of June 27, 2021, there were no transfers of Co-Brand Flowerama Centers; as of June 28, 2020, there were no transfers of Co-Brand Flowerama Centers.

Table No. 3
Status of Franchised Outlets
For Fiscal Years 2020 to 2022

State	Fiscal Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Alabama								
	2020	1	0	0	0	0	0	1

State	Fiscal Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Arkansas								
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Colorado								
	2020	2	0	0	0	0	1	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Florida								
	2020	3	0	0	0	0	0	3
	2021	3	1	0	0	0	0	4
	2022	3	4	0	0	0	0	4
Georgia								
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Illinois								
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Iowa*								
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Kansas								
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Kentucky								
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Minnesota								
	2020	3	0	1	0	0	0	2
	2021	2	0	0	0	0	0	2

State	Fiscal Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
	2022	2	0	0	0	0	0	2
Missouri								
	2020	2	0	0	0	0	1	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Nebraska								
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Nevada								
	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
New Mexico								
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Ohio								
	2020	12	0	0	0	0	0	12
	2021	12	0	0	0	0	1	11
	2022	11	0	1	0	0	0	10
Oklahoma								
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Pennsylvania								
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
South Dakota								
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	1	0
	2022	0	0	0	0	0	0	0
Texas								
	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3

State	Fiscal Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations Other Reasons	Outlets at End of Year
Virginia								
	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Wisconsin								
	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Total								
	2020	40	0	1	0	0	2	37
	2021	37	1	0	0	0	2	36
	2022	36	0	0	0	0	1	35

* The outlets in these states include Co-Brand Flowerama Centers.

Table 4
Status of Company-Owned Outlets
Fiscal Years 2020 to 2022

State	Fiscal Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisees	Outlets Closed	Outlets Sold to Franchisees	Outlets at End of Year
Iowa*							
	2020	8	0	0	0	0	8
	2021	8	0	0	0	0	8
	2022	8	0	0	0	0	8
Total*							
	2020	8	0	0	0	0	8
	2021	8	0	0	0	0	8
	2022	8	0	0	0	0	8

* The outlets in these states include company-owned Co-Brand Flowerama Centers under the tradename “1-800-Flowers|Flowerama”.

Table 5
Projected Openings
as of July 3, 2022

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Arkansas	1	0	0
Total	1	0	0

Exhibit D lists the names of all current franchises and the addresses and telephone numbers of their outlets as of July 3, 2022.

Exhibit E lists the name, city and state, and the current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during our most recently completed fiscal year who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document. If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

During the last three fiscal years, we have not signed confidentiality clauses with any current or former franchisees.

We have not created, sponsored, endorsed or received a request to include in this Disclosure Document, a trademark specific franchisee organization associated with the franchise system being offered.

ITEM 21
FINANCIAL STATEMENTS

Our audited financial statements for our fiscal years ended July 3, 2022, June 27, 2021 and June 28, 2020 are attached as Exhibit B. Our fiscal year ends on the Sunday that is closest to June 30 of each fiscal year.

ITEM 22
CONTRACTS

The following agreements are attached to this disclosure document:

A-1. Franchise Agreement
A-2. Co-Branding Addendum to Franchise Agreement – Start Up
A-3. Co-Branding Addendum to Franchise Agreement – Existing Flowerama Center
A-4. Fruit Bouquets Addendum to Franchise Agreement
F. State Specific Addenda
G-1. Promissory Note
G-2. Guarantee of Promissory Note
G-3. Security Agreement
H-1. Premier Order Fulfillment Agreement
H-2. Fruit Bouquets Order Fulfillment Agreement

I-1. BloomNet Membership Agreement
I-2. BloomNet Technologies Systems Agreement
J. Confidentiality Agreement
K. General Release
L. Franchise Compliance Certificate

ITEM 23
RECEIPTS

You will find two copies of a detachable acknowledgment of your receipt of this Disclosure Document at the very end of the Disclosure Document. Please return one signed copy to us and retain the other for your records.

FLOWERAMA OF AMERICA, INC.
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT A-1
FRANCHISE AGREEMENT

FLOWERAMA OF AMERICA, INC.

FRANCHISE AGREEMENT

_____

_____

DATE OF AGREEMENT

FLOWERAMA OF AMERICA, INC.
FRANCHISE AGREEMENT
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EXHIBIT A FRANCHISED LOCATION
EXHIBIT B GUARANTEE OF FRANCHISE AGREEMENT
EXHIBIT C SECURITY AGREEMENT
EXHIBIT D ENTITY INFORMATION DISCLOSURE

FLOWERAMA OF AMERICA, INC.
FRANCHISE AGREEMENT

THIS AGREEMENT entered into on _____ (the "Effective Date") between FLOWERAMA OF AMERICA, INC., an Iowa corporation ("we", "us", "our" or "Franchisor") and _____, a _____ ("you", "your" or "Franchisee") with reference to the following facts:

WHEREAS, you acknowledge that we are the owner of the trademark "Flowerama of America" which has been used successfully in the operation, organization, and installation of a system ("System") of retail flower centers ("Center" or "Flowerama Center") and which has established substantial goodwill and public acceptance; and

WHEREAS, we and you hereby acknowledge that the success of the franchised Flowerama Centers ("Franchises") will depend on the acceptance and confidence of the public in the appearance, quality and standards of all Flowerama Centers and the service and products that they offer to the public; and

WHEREAS, you hereby acknowledge that each franchised Flowerama Center is dependent on each of the others to establish and maintain the good will necessary for a successful operation; that it is, therefore, a benefit to, as well as an obligation of, each franchisee to conform strictly to the terms and conditions of its Franchise Agreement, all of which terms and conditions are essential for such purpose; and that we must, therefore, establish and require reasonable standards of operation in order to maximize the mutual success of all franchisees; and

WHEREAS, you are generally familiar with the opportunities and risks of such business, have received no guaranties of profitability from us, but you have determined to obtain the further information, training and other assistance that we can provide to assist you in entering into such business under a franchise from us.

NOW, THEREFORE, in consideration of the premises and mutual agreements set forth in this Agreement, the parties to this Agreement hereby agree as follows:

1. GRANT OF FRANCHISE.

You hereby request and accept and we hereby grant you a non-exclusive license, subject to all of the terms and conditions of this Agreement, to use the trademarks and trade names "Flowerama" and "Flowerama of America" and such other trademarks and symbols associated therewith as may be now or hereafter owned by us and/or designated for use in the System (collectively, the "Trademarks") as well as the business information as supplied by us under this Agreement in the continuous operation of a retail Flowerama Center at a retail, fixed location, geographical site to be approved by us (the "Franchised Location") throughout the Initial Term (as defined below). The Center that is the subject of this Agreement is described on Exhibit A, attached to this Agreement.

The types of goods and services to be offered for sale by you at the Franchised Location are limited to fresh cut flowers, green plants, flowering and tropical potted plants, artificial arrangements, terrariums, fertilizers, vases or any other goods or services that we may approve from time to time. Additionally, you shall be allowed to offer at retail additional products or services; provided that, you first obtain our consent to do so.

2. TERM.

In the event that the real estate upon which this Franchise is located is owned by you or a corporation or other business entity in which you have any interest, whether direct or indirect, the initial term of this Franchise Agreement shall be for twenty (20) years (the "Initial Term"), unless the parties agree otherwise, commencing on the date the Flowerama Center opens for business, unless sooner terminated as provided in this Agreement, with automatic extension without any additional franchise fee for three (3) successive ten (10) year periods, provided that, the conditions set forth in subparagraphs A-C of this Article are met. In the event that the real estate upon which this Franchise is located is leased by you, the term of this Agreement shall be the cumulative total of the Initial Term, plus any options to extend or renew the lease. In the event that the real estate on which this Franchise is located was originally leased by you and is subsequently purchased by you or an entity in which you have either a direct or indirect interest, then the Initial Term of this Agreement shall be for twenty (20) years from the date of the purchase with automatic extension without additional franchise fee for three (3) successive ten (10) year periods as set forth in this Agreement. Following the opening of the Flowerama Center or an Assignment to Franchisee, Franchisor and Franchisee shall complete and execute Exhibit A attached to this Agreement to memorialize the commencement date and the expiration date of this Agreement.

This Agreement shall be automatically extended for all option periods, extensions or renewals of said lease, provided the conditions set forth in subparagraphs A-C of this Article are met. You shall not enter into any Lease Agreement for a Flowerama retail floral center without first obtaining our written consent. Failure to obtain our written consent shall be considered a breach of this Agreement.

A. You shall have complied fully with the terms of this Agreement and shall have fulfilled all obligations and made all payments required by the terms of this Agreement.

B. You shall not have committed three (3) or more defaults of this Agreement during any eighteen (18) month period during the preceding ten (10) years, which were subject to notices of default issued by Franchisor, whether or not the defaults were cured.

C. You agree to remodel the Center in a manner that conforms to criteria and standards established by us at the time of any extension or renewal of this Agreement.

In the event you do not complete the conditions for renewal or extension of this Agreement in the manner as set forth above, then we, at our sole option, may terminate this Agreement and thereafter exercise those rights provided for in this Agreement.

3. FRANCHISE AND SERVICE FEES.

You agree to pay to us an initial franchise fee of Thirty-Five Thousand and 00/100 Dollars ($35,000.00), which is payable in a lump sum upon your execution of this Agreement. If the term of the Franchise Agreement is less than twenty (20) years, then the Initial Franchise Fee may be reduced accordingly.

In addition to the initial franchise fee, there shall be required for the continuing operation of the Center a service fee of six percent (6%) of the Gross Sales made from the Center during each week or part thereof (the "Royalty Fees"); provided, however, that if payment thereof is made on or before the third (3rd) calendar day after the close of the week for which payment is due, payment shall be discounted to five percent (5%) of such Gross Sales. Payments postmarked on or before the third (3rd) day shall be considered as received by us in

granting such discount. In any event, such Royalty Fees shall be paid within fifteen (15) days after the end of the week in which such Gross Sales were made.

Each payment shall be accompanied by a written statement in the form specified by us, signed and certified by you to be true and correct, showing the Gross Sales made during the preceding week or part thereof. The term "Gross Sales" wherever used in this Agreement shall include the entire amount of the actual sales price whether wholly or partly for cash or on credit of all sales of merchandise and charges for services and all other charges and receipts for any business conducted in or from the Center, whether by you or any sublessee, concessionaire or licensee, including, without limiting the generality of the foregoing, all deposits not refunded to purchasers and orders taken, received or filled in or from the Center, all without credit to you for uncollected or uncollectible credit accounts. Gross Sales shall not include, however, product cost billed from wire-service companies when you are the originator of the order nor shall Gross Sales include any delivery charges not exceeding Five Dollars ($5.00) per separate order, provided that all delivery charges must appear separately on your cash register receipt.

We, at our sole option, may grant you the right to open additional Centers. You must meet our then-current criteria to be granted another Franchise, including that you must be in compliance and in good standing under this Agreement. Upon receiving our consent, you shall execute our then-current form of the Franchise Agreement, which may contain terms that are different from the terms of this Agreement. The initial franchise fee for additional Franchises shall be fifty percent (50%) of the then-current initial franchise fee, which is payable in a lump sum when you execute the Franchise Agreement and is not refundable under any circumstances.

You shall be solely responsible for selecting, retaining and paying your employees; the payment of all invoices for the purchase of goods and services used in connection with operating the Center and determining whether, and on what terms, to obtain any financing or credit that you deem advisable or necessary for the opening and operation of the Center. You shall pay all obligations and liabilities to suppliers, lessors and creditors on a timely basis. You shall indemnify us if we are held responsible for any debts owed by you if we elect to pay any of your obligations in order to preserve the relationship between suppliers and our franchisees. You shall make prompt payment of all federal, state and local taxes, including individual and corporate taxes, sales and use taxes, franchise taxes, gross receipts taxes, employee withholding taxes, FICA taxes, and personal property and real estate taxes arising from your operation of the Center. You shall indemnify us if we are held responsible for any of these taxes.

4. SERVICES BY THE COMPANY.

We will provide to you such services listed below as you may request:

A. We will provide you with our site selection criteria, and we will review the site(s) you propose for your Flowerama Center.

B. We provide an initial training program for you and/or one (1) additional supervisorial or managerial person designated by you. If you are the primary operator of the Center, you shall be required to attend and successfully complete a minimum of four (4) weeks of training. If you will not be the primary operator, then you shall be required to attend the first week of training and the manager designated by you shall be required to attend and successfully complete a minimum of four (4) weeks of training. Such training shall be at a training center or other location designated by us. You and any supervisorial or managerial personnel you designate must complete our initial training program to our satisfaction. If you and/or your supervisorial or managerial personnel do not complete our initial training program to our satisfaction, you

will have the opportunity to re-take the training program at your expense, including payment of our training fee. If you and/or your supervisorial or managerial personnel fail to complete the training program a second time, we have the right to terminate this Agreement.

C. We will provide one (1) field representative at the time of the opening of the Center to assist you in initial Center operations for a period of seven (7) to ten (10) days.

D. We will furnish to you, on loan, a confidential operations manual ("Operations Manual"). The Operations Manual shall remain our property at all times, is subject to change during the term of this Agreement, and you shall comply with any such changes. Upon expiration or termination of this Agreement, the Operations Manual, and any copies thereof, must be returned to us.

E. We will aid you in obtaining sources of supply.

F. Provide a complete list of the equipment, fixtures, supplies and inventory necessary for the Center to open for business. We will also assist you in ordering and the display of your initial inventory.

G. We will provide assistance in your pre-opening promotion and advertising efforts to promote the opening of your Center.

H. We may provide any or all portions of the initial training program, pre and post-opening on-site opening assistance, post-opening consultations and/or post-opening inspections remotely over a virtual communication platform designated by us.

5. SITE SELECTION – FRANCHISED LOCATION.

A. Selection of Franchised Location. You shall exert your best efforts to select the Franchised Location.

(i) You shall diligently exert your best efforts to select a Franchised Location in your geographic area of interest whether presented by us or identified by you, in accordance with our site selection criteria.

(ii) You shall submit proposed sites for our approval in the manner designated by us from time to time. Proposed sites will be submitted to us only after you have determined that the site is available on generally acceptable terms.

(iii) We will review each proposed site and approve, reject or provide comments to you regarding the site within thirty (30) days after our receipt of each site proposal. We will have the sole and absolute discretion to reject sites we deem inappropriate as a location for a Flowerama Center.

(iv) We will provide you with our site selection criteria and with a sample layout for the interior of a typical Flowerama Center, and with a typical set of preliminary plans and décor specifications promptly following your request for these items after the Franchised Location is selected by you and approved by us.

(v) We will bear all expenses in connection with our review of proposed sites only for such period of time as you, in good faith, submit carefully investigated and selected sites for our review and approval.

(vi) If you have not selected an approved Franchised Location within twelve (12) months from the date of this Agreement, we may terminate this Agreement.

(vii) You shall submit a proposed "Third-Party Lease" (as defined below) to us to allow us at least fifteen (15) days to confirm that the provisions set forth in subsection (viii) below have been included in the proposed Third-Party Lease and that the landlord (the "Third-Party Landlord") and you have executed an Option to Obtain Lease Assignment in the form specified by us. You shall then execute the Third-Party Lease only after you obtain our written approval of the site and the terms and conditions of the Third-Party Lease.

(viii) Following the selection and approval of the site, we shall require you to enter into a direct lease (a "Third-Party Lease") for the Franchised Location with a Third-Party Landlord of an approved site. As a condition of our approval of a Third-Party Lease, we will require you and the Third-Party Landlord to grant us an option to assume, or have our assignee assume, the obligations of the Third-Party Lease in the event of the termination of the Third-Party Lease or this Agreement in accordance with the terms and conditions of our standard-form Option to Obtain Lease Assignment Agreement and to grant us the right to enter the Flowerama Center and the Franchised Location following a termination of the Third-Party Lease and/or this Agreement to de-identify, remove and modify to our satisfaction all distinctive design features and characteristics of the Flowerama Center and the Franchised Location, including distinctive interior designs and surface materials and refrigeration equipment, display fixtures, color décor and interior and exterior signs and all other items identifying the Franchised Location as a Flowerama Center.

(ix) Following the acquisition of the Franchised Location, we and you shall complete and execute Exhibit A attached to this Agreement and incorporated in this Agreement by reference to identify the Franchised Location.

(x) You hereby authorize us to communicate with a Third-Party Landlord under a Third-Party Lease (and hereby authorize a Third-Party Landlord to communicate with us) for any purpose, including de-identification of the Franchised Location following the termination or expiration of this Agreement, your sales, your defaults under this Agreement or the Third-Party Lease and negotiating a lease for the Franchised Location following the termination or expiration of your Third-Party Lease.

B. No Representation or Warranty. You acknowledge and agree that our approval of the Franchised Location shall not constitute any representation or warranty by us regarding the profitability or success of the Flowerama Center at the Franchised Location or the suitability of the site as the Franchised Location.

C. Use of Franchised Location. You acknowledge and agree that the Franchised Location shall be used for no purpose whatsoever other than for the operation of the Flowerama Center. You shall not operate any other business, of any nature whatsoever, in the Franchised Location.

We do not guarantee that a location acceptable to both parties will be found. We also do not guarantee that by approving any location for your Flowerama Center that you will achieve any level of success or profitability at that location. Our approval of a location only indicates that the location has met our then-current minimum criteria for a Flowerama Center.

D. Relocation of Flowerama Center. To protect the System, the Trademarks, the Flowerama trade secrets and the goodwill associated with the same, you may not relocate the Flowerama Center without our prior written consent. If we consent to a relocation, you shall de-identify the former Franchised Location in the manner described in Article 27 below and shall reimburse and indemnify and hold us harmless from any direct and indirect losses, costs and expenses, including attorneys' fees, arising out of your failure to do so. If we consent to a relocation of the Flowerama Center, you shall have twelve (12) months from the date of our approval of the new Franchised Location to secure the new Franchised Location and to open and/or operate the Flowerama Center at the new Franchised Location. Once you have identified the new Franchised Location, we have approved it, and the proposed Third-Party Lease has been submitted to us to allow us at least fifteen (15) days to confirm that the provisions set forth in this Article have been included in the proposed Lease and that the Third-Party Landlord and you have executed an Option to Obtain Lease Assignment in the form we specify, we will prepare an addendum to this Agreement to designate the Franchised Location and will provide the addendum to you. If you fail to secure the new Franchised Location within twelve (12) months of the date of our approval of the new Franchised Location, we, in our discretion, may extend the time for you to do so; however, we shall then have the right to estimate and bill you for Royalty Fees for the time period following the expiration of the twelve (12) month period (a "Relocation Assessment") based upon the Royalty Fees received for the Flowerama Center during the identical periods of the last preceding calendar year plus an additional ten percent (10%) of such amount or, if the Flowerama Center was not in operation during the identical period of the last preceding year, a Relocation Assessment based upon the average Royalty Fees paid during the number of months the original Flowerama Center was in operation plus an additional ten percent (10%) of that amount.

6. EQUIPMENT, SUPPLIES, AND INVENTORY.

In order to enable you to quickly and efficiently engage in the operation of your Center, we will provide you with a complete list of the equipment, supplies and inventory necessary for the commencement of business. You may purchase these items from us or from any other source desired, provided that the equipment, supplies and inventory, initially purchased or thereafter utilized in the operation of the Center meet the reasonable standards for such items maintained by us in Flowerama Centers that we own and/or operate, or in the Operations Manual.

7. DESIGN AND CONSTRUCTION OF THE CENTER.

All designs, plans and specifications for the initial construction or any remodeling of the Center shall be prepared in accordance with criteria established by us and must be approved by us before construction or build-out of the Center may begin. You understand and acknowledge that our review of any plans prepared by or for you is only meant to determine that the Trademarks and our trade dress are being presented according to our specifications. Our review of your plans is not meant to assess or determine whether such plans comply with any applicable laws, ordinances or building codes, responsibility for which is entirely yours. You shall be responsible for the cost of design and construction of the Center. You will commence construction or remodeling immediately upon our final approval of the designs, plans and specifications and will cause the work to be completed without substantial interruption in a reasonable period of time, and in accordance with designs, plans and specifications approved by us.

8. MAINTENANCE, REPAIR AND REMODELING.

You shall maintain your Center and the structure and equipment therein, including without limitation the heating and cooling equipment, fixtures and all other equipment, floor coverings, exterior and interior walls, ceilings, windows, plumbing and sewage facilities, in good repair and a high degree of cleanliness and

shall comply with those provisions of the Operations Manual pertaining thereto. You shall comply with all applicable laws and regulations of all governmental agencies in whose jurisdiction the Center is located.

In addition to the routine maintenance and repair set forth above, you agree that during the term of this Agreement, including any options to extend the Agreement, you shall remodel the Center whenever reasonably necessary in accordance with the criteria and standards established by us, or as required by any lease or sublease agreement for the Center. The remodeling contemplated by this Section 8 shall not be required by us during the first ten (10) years of this Agreement.

9. MATERIALS AND SUPPLIES.

You understand and acknowledge that benefits to both parties will be derived from maintaining reasonable standards of quality, similar appearance, and prominent trademark identification for all Flowerama Centers and for goods sold therefrom. For this purpose, you agree to use only such packaging, materials, and supplies as conform to objective standards established from time to time by us. Such supplies shall include distinctive packaging bearing the Trademarks. We may maintain an inventory of certain of such materials and supplies for sale to franchisees in reasonable quantities. You may also at your option purchase all or any of such items from sources other than us, provided that in all events the type, style, quality, and imprinting of such items shall be the same as those available from us, or meet the standards established by us. Upon your request, we shall furnish information concerning and samples of such items to enable you to duplicate them from other sources.

10. IMPROVEMENTS.

If you develop any new concept, process or improvement in the System (an "Improvement"), you shall promptly notify us and provide us with all necessary related information, without compensation. Any such Improvement shall become the sole property of ours and we shall be the sole owner of all related intellectual property rights. You hereby assign to us any rights you may have or acquire in the Improvements, including the right to modify the Improvement, and you waive and/or release all rights of restraint and moral rights therein and thereto. You shall assist us in obtaining and enforcing the intellectual property rights to any such Improvement in any and all countries and further agree to execute and provide us with all necessary documentation for obtaining and enforcing such rights. You hereby irrevocably designate and appoint us as your agent and attorney-in-fact to execute and file any such documentation and to do all other lawful acts to further the prosecution and issuance of intellectual property rights related to any such Improvement. If the foregoing provisions of this Section 10 are found to be invalid or otherwise unenforceable, you hereby grant us a worldwide, perpetual, non-exclusive, fully-paid license to use and sublicense the use of the Improvement to the extent such use or sublicense would, absent this Agreement, directly or indirectly infringe our rights therein.

11. AUTHORIZATION TO RELEASE INFORMATION.

You hereby authorize (and agree to execute any other documents deemed necessary to effect such authorization) all banks, financial institutions, businesses, suppliers, manufacturers, contractors, vendors and other persons or entities with whom you do business to disclose to us any financial information in their possession relating to us or the Flowerama Center that we may request. You further authorize us to disclose to prospective franchisees or other third parties data from your reports if we determine, in our sole discretion, that such disclosure is necessary or advisable.

12. ADEQUATE RESERVES AND WORKING CAPITAL.

You shall, at all times, maintain adequate reserves and working capital sufficient to fulfill all of your obligations under this Agreement and to cover the risks and contingencies of the Center for at least three (3) months.

13. NOTIFICATION OF LEGAL PROCEEDINGS; AND CRISIS MANAGEMENT EVENTS.

You shall notify us in writing within ten (10) days after you receive actual notice of the commencement of any investigation, action, suit, or other proceeding, or the issuance of any order, writ, injunction, award, or other decree of any court, agency, or other governmental authority that pertains to the Center at the Franchised Location or that may adversely affect your operation of the Center at the Franchised Location or ability to meet your obligations under this Agreement. Upon the occurrence of a Crisis Management Event, you shall immediately inform our President (or as otherwise instructed in the Manual) by telephone. You shall cooperate fully with us with respect to our response to the Crisis Management Event. As used in this Agreement, "Crisis Management Event" means any event that occurs at or about the Center that has or may cause harm or injury to customers or employees, such as contagious diseases, natural disasters, terrorist acts, shootings, epidemics, pandemics or any other circumstance that may damage the System, the Trademarks, or image or reputation of Flowerama shops or us or our affiliates.

14. OPERATIONS MANUAL.

Upon securing a mutually accepted site, we will loan you one copy of, or otherwise provide you with access to, the Franchise Operations and Brand Standards Manual (the "Operations Manual") and the Fruit Bouquets Franchise Operations and Brand Standards Manual (the "Fruit Bouquets Manual"), if you add a Fruit Bouquets Business into your Flowerama Center, and all other manuals (collectively, the "Manuals") which govern the operations of the Flowerama Center to use during the term of the Franchise Agreement by hard copy, electronically such as via CD-ROM or a password-protected website, or the Internet. The Operations Manual shall contain mandatory specifications, standards, policies and procedures prescribed from time to time by us for Flowerama Centers. We may from time to time change or add to the Operations Manual whenever we deem such changes or additions are reasonably necessary to protect the Trademarks and good will of Flowerama Centers, to upgrade the quality and standards of the Centers, and to enhance the business information contained therein. Whenever reference is made in this Agreement to the Operations Manual, it shall mean the Operations Manual that is in effect from time to time. If there is ever a discrepancy regarding the contents of the Operations Manual, the terms of the master copy of the Operations Manual maintained at our home office shall control.

To protect the System, the Trademarks, the Flowerama trade secrets and the goodwill associated with the same, you shall operate the Flowerama Center in compliance with the terms of this Agreement and the Operations Manual. You acknowledge and agree that you alone shall exercise day-to-day control over all operations, activities and elements of the Flowerama Center, including over your employees, and that under no circumstance shall we do so or be deemed to do so. You further acknowledge and agree that the various requirements, restrictions, prohibitions, specifications and procedures of the System with which you must comply under this Agreement, the Operations Manual or otherwise, do not directly or indirectly constitute, suggest, infer or imply that we control any aspect or element of the day-to-day operations of your Flowerama Center, which you alone control, but only constitute standards to which you must adhere when exercising your control over the day-to-day operations of the Flowerama Center consistent with our policies. You shall take all action necessary to ensure that your employees understand and acknowledge that they are not our employees, including, without limitation, requiring your employees to sign a written acknowledgement that

you are an independently owned and operated franchisee and their sole employer in a form we specify in the Manuals or otherwise in writing from time to time.

Specifications, standards and operating procedures prescribed from time to time by us in the Operations Manual or otherwise communicated to you in writing shall constitute provisions of this Agreement as if fully set forth in this Agreement and shall be kept confidential by you at all times during the term of this Agreement and after the termination or expiration thereof for any reason.

You acknowledge the confidential nature of the information contained in the Operations Manual and of information and procedures made available to you by us. To protect the System, the Trademarks, the Flowerama trade secrets and the goodwill associated with the same, you shall not duplicate or publish the Operations Manual or any confidential literature. You shall not disclose to anyone other than an authorized employee the information in the Operations Manual or any confidential literature and shall return the Operations Manual and any confidential literature to us at the expiration or other termination of this Agreement.

15. USE OF FLOWERAMA NAME AND TRADEMARKS.

To protect the System, the Trademarks, the Flowerama trade secrets and the goodwill associated with the same:

A. You shall operate your Center only under the name of "Flowerama of America" or "Flowerama", which name or names shall be prominently displayed on and at your Flowerama Center. You acknowledge that your right to use the Trademarks is derived solely from this Agreement and is limited to the operation of the Center by you pursuant to and in compliance with this Agreement and all applicable standards, specifications, and operating procedures prescribed by us from time to time during the term of the Franchise. Any unauthorized use of the Trademarks by you shall constitute a material breach of this Agreement and an infringement of our rights in and to the Trademarks. You expressly understand and agree that you are bound not to represent in any manner that you have acquired any ownership or equitable rights in any of our Trademarks by virtue of the limited license granted under this Agreement, or by virtue of your use of any of the Trademarks.

B. In order that there shall be a common identity between the franchisees, you shall erect, use and display advertising signs in such color, location, number, design and size as we shall specify.

C. Our Trademarks shall be used only in connection with the operation of the Center at the Franchised Location under this Agreement, and you shall not use any other names or symbols alone or in connection with such Trademarks in the operation of the Center in such a way as to detract from the effect of the use of the Trademarks. You shall not carry on or conduct any other business activity or operation from the premises occupied by the Center.

D. You agree to use the Trademarks as the sole trade identification of the Center, provided that, you shall identify yourself as the independent owner of the Center in the manner prescribed by us. You shall not use any Trademark or any variation thereof (a) 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; (b) in connection with the performance or sale of any unauthorized services or products; (c) as part of the domain name or electronic address of any website; or (d) in any other manner not expressly authorized in writing by us. You agree to display the Trademarks prominently in the manner prescribed by us at the Center and in connection with advertising and marketing materials. You agree to give such notices of trademark and service mark

registrations as we specify and to obtain such business name registrations as may be required under applicable law.

You acknowledge the Trademarks are valid and agree not to contest their validity while this Agreement is in force or after expiration or termination. You shall use the Trademarks only in the manner prescribed or approved by us and any goodwill arising out of your use of the Trademarks will inure solely to our benefit.

E. If you desire to establish a domain name or website, the contents and use of the website and domain name or any other uses of the Trademarks in connection with the internet or other electronic media shall require our prior approval and written consent, which consent may be withheld for any or no reason.

F. You shall immediately notify us of any apparent infringement of or challenge to your use of any Trademark or claim by any person of any rights in any Trademark, and you shall not communicate with any person other than us and our counsel in connection with any such infringement, challenge or claim. We shall have sole discretion to take such action as we deem appropriate in connection with the foregoing and the right to control exclusively any settlement, litigation or Patent and Trademark Office or other proceeding arising out of any such alleged infringement, challenge or claim or otherwise relating to any Trademark. You agree to execute any and all instruments and documents, render such assistance, and do such acts and things as may, in the opinion of our counsel, be necessary or advisable to protect and maintain our interests in any litigation or other proceeding or to otherwise protect and maintain our interests in the Trademarks. We will reimburse you for the reasonable out-of-pocket expenses incurred and paid by you in complying with the requirements imposed by this Section 15.F; provided however, if any action taken by us results in any monetary recovery for you which exceeds your costs, then you must pay your own costs and share pro-rata in our costs thereof, up to the amount of the monetary recovery.

G. If it becomes advisable at any time, in our sole judgment, for the Center to modify or discontinue the use of any Trademark or of any aspect of the trade dress and/or for the Center to use one or more additional or substitute trademarks or service marks or substitute trade dress, you agree to immediately comply with our directions to modify or otherwise discontinue the use of such Trademark and/or to use one or more additional or substitute trademarks, service marks, domain names, logos or commercial symbols or substitute trade dress after notice thereof by us. We shall have no obligation to reimburse you for any expenditure made by you to modify or discontinue the use of a Trademark or to adopt substitutes for a discontinued Trademark, including, without limitation, any expenditures relating to advertising or promotional materials or to compensate you for any goodwill related to the discontinued Trademark. You covenant not to commence or join in any litigation or other proceeding against us for any of these expenses, losses or damages.

16. MANAGEMENT, TRAINING AND FRANCHISEE EMPLOYEE POLICY.

A. You shall at all times maintain adequate inventories and trained personnel to serve the public in a manner commensurate with the reputation of other Centers bearing our trade name and Trademarks. You, at your expense, shall provide sufficient and proper supervisorial or managerial personnel for the operation of the Center in accordance with our standards and requirements. In order to ensure that the appearance of all employees shall enhance the reputation of us and the System, we may require you and your employees while working in the Center to wear uniforms or modes of dress complying with established policies. The cost of such uniforms and/or modes of dress shall be borne by you. Your failure to comply with these requirements regarding adequate inventory, trained personnel, and modes of dress shall be a breach of this Agreement.

B. After the Center has opened to the public, you shall maintain a competent, conscientious, and trained staff, and shall take such steps as are necessary to ensure that your employees preserve good customer relations and render competent, prompt, courteous, and knowledgeable service. All employees hired by or working for you shall be your employees, and yours alone, and shall not, for any purpose, be deemed to be our employees or subject to our direct or indirect control, most particularly with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any governmental authority. You and we will each file their own tax, regulatory and payroll reports, and be responsible for all employee benefits and workers' compensation insurance payments with respect to their respective employees and operations. You acknowledge and agree that we will not have the power to hire or fire your employees. You expressly agree, and will never contend otherwise, that our authority under this Agreement to certify your supervisorial and managerial personnel for qualification to perform certain functions at your Center does not directly or indirectly vest in us the power to hire, fire or control any of your personnel. You alone shall be solely responsible for all hiring and employment decisions and functions relating to your Flowerama Center, including, without limitation, those related to hiring, firing, training, establishing remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision and discipline of employees, regardless of whether you have received advice from us on these subjects or not. You acknowledge and agree that any guidance you receive from us regarding employment policies should be considered as examples, that you alone are responsible for establishing and implementing your own employment policies, and that you understand that you should do so in consultation with local legal counsel experienced in employment law. You shall indemnify, defend, reimburse and hold us harmless from any direct and indirect losses, costs and expenses, including attorneys' fees, arising out of any claim made by or for the benefit of any employee of yours against us regarding employment decisions and employee functions at the Center, including, without limitation, those related to hiring, firing, training, wage and hour requirements, record keeping, supervision, and discipline of employees.

C. All personnel employed by you at your Center must be trained by you in accordance with our then-current training and operations standards and shall maintain such standards of training, competence, cleanliness and demeanor as shall be established by us. To protect the System, the Trademarks, the Flowerama trade secrets and the goodwill associated with the same, you must ensure that only personnel performing supervisorial or managerial functions have access to any of our confidential information, and that all such personnel agree not to disclose, and do not disclose, any confidential information that may be revealed to them during the period of their employment and, upon our request, execute a confidentiality agreement, in a form prescribed by us. We shall be deemed to be a third-party beneficiary under such confidentiality agreement.

D. If the Center is to be operated by you, you are required to attend and successfully complete all phases of our initial training program. If the Center is to be operated by a supervisorial or managerial employee designated by you, you are required to attend only the classroom portion of the training program, and the supervisorial or managerial employee is required to attend and successfully complete all phases of the training. All subsequent managers of the Center will be required to attend and successfully complete all phases of our training program. We agree to conduct this training program within ninety (90) days from receipt of written notification from you that you have employed such a subsequent manager. The cost of this training for you and your initial supervisorial or managerial employee(s) is included in the initial franchise fee. The fee to be paid to us for the training of any subsequent managers shall be Two Thousand Five Hundred and 00/100 Dollars ($2,500.00), provided that, we may adjust this fee from the date of execution of this Agreement to the date said training is provided to reflect changes in purchasing power as shown by the National Consumer Price Index published by the United States Bureau of Labor Statistics. If publication of the Consumer Price Index shall be discontinued, the parties shall accept comparable statistics reflecting increases or decreases in the cost of living as computed and published by an agency of the United States or by a responsible financial

periodical or recognized authority then to be selected by the parties, or if the parties cannot agree upon such a selection, by arbitration. This fee must be paid by you to us in advance of the actual training session. The cost of meals, travel and lodging required in connection with this training shall in all instances be your responsibility.

E. If you are purchasing the Fruit Bouquets program, we will provide an additional two(2) days of training at no cost to you, at your existing Center.

F. The initial training program shall not be provided if (i) you or any affiliate of yours owns or operates a Flowerama Center as of the Effective Date; or (ii) this Agreement is executed as a renewal Franchise Agreement.

G. We may provide any or all portions of the initial training program, pre and post-opening on-site opening assistance, post-opening consultations and/or post-opening inspections remotely over a virtual communication platform designated by us.

17. MANAGEMENT ASSISTANCE AND INSPECTION.

A. During the term of this Agreement, we shall at reasonable times upon your request and at no additional charge to you, furnish counseling and advisory services to you with respect to the planning and operation of the business of the Center, including consultation and advice regarding the following: operating problems and procedures; new developments and improvements in Center operations; record keeping; purchasing; advertising, promotion and merchandising; and business forms and printed material. You acknowledge and agree that the results of your efforts to operate a Flowerama Center rest solely with you. We may make recommendations that we deem appropriate to assist your efforts. However, you alone shall establish all requirements, consistent with our policies, regarding: (i) employment policies, hiring, firing, training, wage and hour requirements, record keeping, supervision, and discipline of employees; (ii) the individuals to whom you will offer and sell your products and services; and (iii) the suppliers from whom you obtain any products or services used in or at your Center for which we have not established approved suppliers.

B. The advice to be rendered pursuant to this Article 17 shall be general advice designed to assist you in the operation of your Center. It is specifically acknowledged by you that we, in rendering advice pursuant to this Article 17, do not guarantee the success or profitability of the Center. You shall be responsible for the entire operation of the Center at all times and shall hold us harmless therefrom and shall not look to us for performance of regular operational duties.

C. To protect the System, the Trademarks, the Flowerama trade secrets and the goodwill associated with the same, we will have our personal representative(s) inspect the Center premises and be available to confer with you or your supervisorial or managerial personnel from time to time during the term of this Agreement. You agree to cooperate, and to have your employees cooperate, with our personal representative(s) in any such inspection and consultation.

18. ACCOUNTING AND REPORTING PROCEDURES.

The following accounting and reporting procedures shall be required of you in connection with the business operation of the Center:

A. Uniform System of Accounting. You shall keep and maintain complete and accurate books and records of your business operations in the manner prescribed by us in our Operations Manual and other company directives. Our uniform system of accounting and record keeping and our standardized forms shall be provided to you by us at our cost and shall be used by you. Our uniform system of accounting and record keeping may be amended or supplemented from time to time by us and will include, without limitation, the use of designated computer hardware and software, standardized forms for reporting Gross Sales, continuing franchise fees and marketing fees, profit and loss statements and balance sheets relating to the operation of the Flowerama Center. You shall be solely responsible for performing all record keeping duties for the Flowerama Center and for the cost for all such services and all computer hardware and software necessary or required to perform all record keeping duties.

B. Records and Audits.

(i) You shall maintain and preserve accurate books, sales records and tax returns of your business operations at the Flowerama Center, and all related supporting materials, including, without limitation, all daily detail register tapes, daily summary register tapes, copies of deposit slips and supporting information (including cash count sheets), invoices with validation (i.e., wire sales, delivery, will call, house charges and voided invoices), delivery receipts, bank statements and all supporting detail customarily included with bank statements, credit card batch totals, complete wire service billing statements, invoices from vendors and suppliers, all check registers for all checking accounts maintained for the Flowerama Center, payroll journals, sales tax returns, federal and state income tax returns, over-ring and paid-outs support, returns and allowances support, support for all checks returned for insufficient funds, customer charge account aging reports, customer account payment reports and detail, and such other data that may be required by the Operations Manual or other directives issued by us, for at least five (5) years.

(ii) All books, records, tax returns and supporting materials described in this Section 18.B or in the Operations Manual or other directives, shall be made available by you for inspection, examination or audit by us at all reasonable times. An examination or audit shall be at our cost and expense, unless it is disclosed that Gross Sales as submitted by you are in error to the extent of three percent (3%) or more in your favor, in which case these costs and expenses shall be borne by you. You shall also immediately pay us any deficiency in continuing franchise fees or marketing fees that are disclosed by such audit or examination, together with interest at the maximum rate permitted by law or ten percent (10%) per annum, whichever is greater, from the date of the underpayment, plus a penalty of twenty-five percent (25%) of the amount of underpayment. If you understate Gross Sales more than once during the term of this Agreement, we shall have the right to terminate this Agreement.

(iii) You shall only use a certified public accountant who has been approved by us at least thirty (30) days prior to the opening of the Flowerama Center for business to assist you in your performance of your record keeping and financial reporting obligations required under Section 18.B, of this Agreement and under the Operations Manual.

C. Financial Statements and Tax Returns. You shall prepare and submit to us monthly financial statements, in a form designated by us, which shall include a balance sheet and a profit and loss statement, within forty-five (45) days of the end of each calendar month during the term of this Agreement. You shall also submit to us copies of your annual federal, state and city, if any, income tax and sales tax returns related to the operation of the Flowerama Center within ten (10) days following a demand by us to do so, and you hereby waive any privilege pertaining thereto.

D. Right to Enter. We and our authorized representatives shall have the right, at all reasonable times following reasonable notice, to enter the Flowerama Center to examine your books and records for any purpose related to this Agreement, provided that, you or your manager is present at the Flowerama Center at such time.

E. Electronic Equipment and Communications and Computer Systems. You shall use, upgrade and update electronic point-of-sale systems ("POS System"), fax machines, electronic communications systems and computer hardware and software systems in the Flowerama Center as designated, approved or provided by us, or our subsidiaries or affiliates, from time to time. All of your business records to be maintained in connection with the Flowerama Center shall be kept on forms and in accordance with procedures as prescribed by us from time to time. All electronic POS Systems, electronic communications systems and computer hardware and software installed at the Flowerama Center must permit us to poll sales information from the Flowerama Center and to electronically transmit and obtain sales and other data to and from the Flowerama Center. You shall maintain all POS Systems, fax machines, electronic communications systems and computer hardware and software systems in the Flowerama Center in good working order and operating condition and shall establish such service and maintenance relationships with qualified technicians as designated and approved by us in order to do so. Notwithstanding the foregoing, you and we agree that you may use your existing computer or POS System in the operation of the Flowerama Center. You acknowledge that we have the right at any time to specify the computer or POS System you must use in the Flowerama Center and to change our specifications for such computer or POS System. You must, upon ninety (90) days' notice from us, upgrade your POS System, but no more frequently than once every three (3) years during the term of this Agreement.

F. Credit Cards. You shall honor all credit, charge, courtesy and cash cards approved by us in writing. To the extent you store, process, transmit or otherwise access or possess cardholder data in connection with the sale of authorized BloomNet/Flowerama/Fruit Bouquet products, you shall maintain the security of cardholder data and adhere to the then-current Payment Card Industry Data Security Standards ("PCI DSS"), currently found at www.pcisecuritystandards.org, for the protection of cardholder data throughout the term of this Agreement. You shall be and remain responsible for the security of cardholder data in the possession or control of any subcontractors you engage to process credit cards. All subcontractors must be identified to and approved by us in writing prior to sharing cardholder data with the subcontractor. You shall, if we request you to do so, provide appropriate documentation to Franchisor to demonstrate compliance with applicable PCI DSS requirements by you and all identified subcontractors.

19. TIME OF OPERATION.

You agree that you shall diligently construct your Center and shall commence operation of your Center after the equipment is installed and the building is ready for occupancy, and we have authorized you to open the Center, and you shall continue to operate the Center diligently on the days and during the hours as directed by us, subject to applicable law and/or the terms of the lease for the premises.

20. RESOLUTION OF DISPUTES.

A. Arbitration. The parties agree that, subject to Section 20(B) below of this Agreement, all disputes arising out of or relating to this Agreement or any other agreement between Franchisor and Franchisee, Franchisor's relationship with Franchisee, the scope and validity of this Agreement or any other agreement between Franchisor and Franchisee or any provision of those agreements (including the validity and scope of the arbitration obligations under this Section 20(A), which the parties acknowledge is to be

determined by an arbitrator and not by a court), or the Flowerama System, shall be submitted for binding arbitration, on demand of either Party, to the American Arbitration Association ("AAA").

(i) The arbitration proceedings shall be conducted by one arbitrator and, except as otherwise provided in this Section 20(A), according to the then-current commercial arbitration rules of the AAA. All proceedings shall be conducted at a suitable location chosen by the arbitrator in the Jericho, New York metropolitan area. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 USC. §§ 1 et seq.). Judgment upon the arbitrator's award may be entered in any court of competent jurisdiction. The arbitrator shall have the right to award or include in the arbitrator's award any relief which the arbitrator deems proper, including, without limitation, money damages (with interest on any unpaid amounts from the date due), specific performance, injunctive relief (except as provided in Section 20(B) below), and attorneys' fees and costs, provided that the arbitrator may not declare any Mark generic or otherwise invalid or award any punitive or exemplary damages against either party. The parties shall be bound by the provisions of any limitation on the period of time in which claims must be brought under Applicable Law or this Agreement, whichever expires earlier. The parties further agree that, in any arbitration proceeding, each party must submit or file any claim which would constitute a compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within the same proceeding as the claim to which it relates. Any claim which is not submitted or filed as required shall be forever barred. The arbitrator may not consider any settlement discussions or offers that might have been made by either party.

(ii) We reserve the right, but not the obligation, to advance your share of the costs of any arbitration proceeding in order for the arbitration proceeding to take place and, by doing so, shall not be deemed to have waived or relinquished our right to seek or receive the recovery of amounts advanced. The parties agree that arbitration shall be conducted on an individual, not a class-wide, basis and that any arbitration proceeding between the parties, or their affiliates, and/or their respective officers, directors, shareholders, members, managers, agents, and/or employees, may not be consolidated with any other arbitration proceeding between the parties and any other person. Notwithstanding the foregoing or anything to the contrary in this Section 20(A), if any court or arbitrator determines that all or any part of the preceding sentence is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 20(A), the parties agree that this arbitration clause shall not apply to that dispute and that such dispute shall be resolved in a judicial proceeding in the Supreme Court of the State of New York, County of Nassau, or the United States District Court in and for the Eastern District of the State of New York in accordance with this Section 20 (excluding this Section 20(A)).

B. Exceptions to Arbitration. Section 20(A) above shall not apply to any action involving or contesting the validity of any of the Marks or any action for injunctive or other provisional relief, including, without limitation, enforcement of liens, security agreements, or attachment, as we deem to be necessary or appropriate to compel you to comply with your obligations to us and/or to protect the Marks.

C. Attorneys' Fees. If we become a party to any legal proceedings concerning this Agreement, the Center or the Franchised Location by reason of any act or omission by you or your authorized representatives, you shall be liable to us for the reasonable attorneys' fees and court costs incurred by us in the legal proceedings.

21. COVENANTS REGARDING OTHER BUSINESS INTERESTS.

A. Confidential Information. During the term of this Agreement, you will receive valuable specialized training, business information and assistance, including information regarding the operations, sales, promotional and marketing methods and techniques for the operation of Flowerama retail sales outlets

from us which is available only to franchisees of ours, and that such information is proprietary, confidential and our or our affiliates' trade secret, and includes, without limitation, tangible and intangible information (whether or not in electronic form) relating to our business operations, products and services, sources of materials and equipment, client management and other software data, other content, formulations, patterns, compilations, programs, devices and processes, business relationships, contact information for industry professionals, designs, developmental or experimental work and services, improvements, discoveries, plans for research, potential new or supplemental products and services, websites, advertisements or ancillary products and services, marketing and selling methods and/or plans, business plans, budgets and unpublished financial statements, licenses, prices and costs, vendors, collaborators, current customer and prospective customer names and addresses, information regarding credit extensions to customers, customer service purchasing histories and prices charged to customers, customer lists and other customer data, information regarding the skills and compensation of employees and contractors of ours, designs, drawings, specifications, source code, object code, documentation, diagrams, flowcharts, research, development, marketing techniques and materials, trademarks, trade secrets, sales/license techniques, inventions, copyrightable material, trademarkable material, databases, relationships between us and other companies, persons or entities, knowledge or know-how concerning the methods of operation of the Center, which may be communicated to you, or of which you may be apprised, by virtue of your operation of the Center under the terms of this Agreement, and any other information or material considered proprietary by us whether or not designated as confidential information by us, that is not generally known by the public, or which derives independent economic value (actual or potential) from not being generally known to the public or persons unaffiliated with us or our affiliates and which is the subject of efforts by us that are reasonable under the circumstances to maintain our secrecy, and any other information in oral, written, graphic or electronic form which, given the circumstances surrounding its disclosure, would be considered confidential (collectively, the "Confidential Information"). Confidential Information does not include any information that was in your lawful and unrestricted possession prior to its disclosure by us; is or becomes generally available to the public by acts other than those of yours after receiving it; has been received lawfully and in good faith by you from a third party who did not derive it from us or you; or is shown by acceptable evidence to have been independently developed by you.

B. Value. You acknowledge and agree that the Confidential Information is not generally known by the public or parties other than us, our affiliates, our franchisees and you; derives independent economic value (actual or potential) from not being generally known to the public or persons unaffiliated with us or you; and is the subject of our efforts that are reasonable under the circumstances to maintain the secrecy of the Confidential Information, including, without limitation (i) not revealing the Confidential Information to unauthorized parties; (ii) requiring its franchisees to acknowledge and agree in writing that the Confidential Information is confidential; (iii) requiring its franchisees to agree in writing to maintain the confidentiality of the Confidential Information; (iv) monitoring electronic access to the Confidential Information by the use of passwords and other restrictions so that electronic access to the Confidential Information is limited to authorized parties; and (v) requiring its franchisees to return all Confidential Information to us upon the expiration or termination of their Franchise Agreements.

C. Maintain Confidentiality. You shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of anyone else, any information that we consider our trade secrets and/or Confidential Information. You shall divulge such Confidential Information only to such of its employees who must have access to it in order to perform their employment responsibilities.

D. Irreparable Injury from Disclosure of Confidential Information: You acknowledge that failure to comply with the requirements of this Section 21 will result in irreparable injury to us for which no

adequate remedy at law may be available, and you consent to the issuance of, and agree to pay all court costs and reasonable attorneys' fees incurred by us in obtaining, without the posting of any bond, an ex parte or other order for injunctive or other legal or equitable relief with respect to the requirements of this Section 21.

E. Confidentiality Covenants from Individuals Associated with Franchisee: We may require any employee of yours who may have access to any Confidential Information of ours to execute covenants that they will maintain the confidentiality of the Confidential Information they receive in connection with their association with you. Such covenants shall be in a form satisfactory to us, including, without limitation, specific identification of us as a third-party beneficiary of such covenants with the independent right to enforce them.

The parties agree that the training, Confidential Information and assistance provided by us is intended to be used only in the operation of your Flowerama Center. The parties acknowledge that the training and Confidential Information received by you under this Agreement will enable you to expand your business operation. For the mutual benefit of you, us and the System, any expansion of the same or similar business being conducted at your Center, and which has been approved by us, shall be within our System and governed by the provisions of this Agreement. Any expansion by you of the same or similar business as that conducted at the Center that is not within our System and has not been approved by us will be made possible because of knowledge and information gained by you pursuant to this Agreement and will be prejudicial to our interests. Any such expansion not previously approved by us shall be a default under this Agreement.

We will not be able to provide this Confidential Information and assistance to you unless reasonable protections exist to ensure that the training information, knowledge and skills thus provided to you are not utilized by you, or any other person or business with whom you may have a connection, in a manner contrary to this Agreement. For these reasons, and for the added consideration of execution of this Agreement, the parties agree to the following protective covenants, which apply both during and after the term of this Agreement.

F. Non-Competition During Term. We shall not, while this Agreement is in force, franchise or operate any other Flowerama Center located within a one (1) mile radius around your Center. You understand and acknowledge, however, that we have affiliated companies that are included in the 1-800-Flowers group of companies, that there are no similar restrictions on such affiliates, and that one of our affiliates may establish a competing business within your territory.

G. Ownership During Term. You agree that during the term of this Agreement, or any extension of this Agreement, you shall not own or operate, or have any interest, whether direct or indirect, including, without limitation, as owner, partner, shareholder, director, officer or employee, or guarantor or surety, in the ownership or operation of any other business specializing in or featuring the same or substantially similar merchandise or services as those offered at the Center, except that you may operate additional Flowerama Centers pursuant to valid Franchise Agreements with us.

H. Ownership Following Termination or Expiration. You specifically acknowledge and agree that prior to becoming a Flowerama franchisee, you had no experience, information or knowledge whatsoever about the operation of Flowerama retail sales outlets or a Franchised Business and that your knowledge of the Confidential Information was obtained solely from us, following your training by us and your subsequent operation of the Center under this Agreement. Therefore, commencing on the termination or expiration of this Agreement for any reason, including a sale or assignment by you or the expiration or termination of the sublease or main lease, other than due to a breach of this Agreement by us, which is not cured after proper notice thereof, you shall not own or operate or have any interest, whether direct or indirect, including without

limitation, as owner, partner, shareholder, director, officer or employee, or guarantor or surety, in the ownership or operation of any other competing business specializing in or featuring the same or substantially similar merchandise or services ("Competitive Business") located at the Center or within a radius of ten (10) miles of the Center, or any other existing Flowerama Center, for a period of two (2) years from the date of termination or expiration of this Agreement, or from the date of assignment or transfer by you.

I. Violation of Non-Compete. If you commit any violation of Section 21.H, with or without our permission, during the two (2) year period following (a) a transfer permitted under Section 29 of this Agreement; (b) expiration of this Agreement; (c) termination of this Agreement (regardless of the cause for termination); or (d) a final court order (after all appeals have been taken) with respect to any of the foregoing events or with respect to enforcement of Section 21.G, in addition to all other remedies available to us, you shall pay us, throughout the two (2) year period, five percent (5%) of all revenue derived from the operation of the Competitive Business, including the sale of any merchandise, other products and services at or from the Competitive Business, and all other income of every kind and nature of the Competitive Business ("Post Termination Gross Revenue") in violation of Section 21.H.

The covenants described in Sections 21.G and 21.H shall not apply to ownership by you of less than a five percent (5%) ownership interest in any publicly traded company that operates a competing business.

The liquidated damages as contained in this Agreement pertain only to a breach of the covenants in this Section 21 and do not constitute a waiver of any other rights the Company may have under this Agreement.

22. ADVERTISING.

To protect the System, the Trademarks, the Flowerama trade secrets and the goodwill associated with the same:

A. During each calendar year, or portion thereof, of this Agreement, you agree to spend a minimum of one percent (1%) of Gross Sales, as defined in this Agreement, for local advertising and promotion of your Flowerama Center. The media and content of said advertising is subject to our prior approval.

B. In lieu of the above advertising requirement, we, at our sole option, may establish a Flowerama Marketing Fund ("Marketing Fund") upon ninety (90) days' written notice to you. When the Marketing Fund is implemented, company-owned and affiliate-owned, Flowerama Centers will make contributions to the Marketing Fund equal to the amounts required of comparable Flowerama Centers for each of our or our subsidiaries or affiliates company-owned units operating in any market or region in which there are five (5) or more Flowerama Centers in operation. In the event such a fund is established, you agree to pay to us on or before the tenth (10th) day of each calendar month an amount equal to two percent (2%) of Gross Sales for the preceding calendar month. The Marketing Fund will be utilized by us for the purpose of advertising, promoting and enhancing the total Flowerama of America image, which shall include the cost of maintaining, administering, directing and preparing advertising, including but not limited to, the cost of preparing and conducting television, radio, magazine and newspaper advertising and other public relations activities, and the cost of employing advertising agencies and additional employees of ours to assist in said promotion. From time to time, the advertising program may also feature special items, and monies derived from the Marketing Fund will be used to pay for such advertisements, whether or not you choose to offer such items for sale. Such advertisements may provide for a "suggested" sales price or that advertised special prices are available only at "participating Flowerama of America Centers". It will be your sole decision whether or

not to offer any items of merchandise for sale at a specially advertised price. We make no guarantee that by offering items at a specially advertised price you will earn any level of sales or profitability.

C. We or our Parent or affiliates may also maintain and administer a marketing fund for franchisees that purchase the Fruit Bouquets program (the "Fruit Bouquets Marketing Fund"). If you purchase the Fruit Bouquets program, you will pay into the Fruit Bouquets Marketing Fund an amount equal to two percent (2%) of your Fruit Bouquets Gross Sales (the "Fruit Bouquets Marketing Fund Fee") each month. All Fruit Bouquets Marketing Fund Fees payable pursuant to this Section shall be placed in the Fruit Bouquets Marketing Fund, which shall be held separate and apart from the 1-800-Flowers Marketing Fund designated in the Franchise Agreement. Such Fruit Bouquets Marketing Fund shall be used for the benefit of Flowerama franchisees offering the Fruit Bouquets Program and is intended to maximize general public recognition in all media, of the Fruit Bouquets Marks, patronage of retail outlets participating in the Fruit Bouquets Program, and the availability of fruit bouquets offered at Flowerama Franchised Units and elsewhere. Once the Fruit Bouquets Marketing Fund is established, Franchisor has the right to begin collecting Fruit Bouquets Marketing Fund contributions from Franchisee upon thirty (30) days' advance written notice. The Fruit Bouquets Marketing Fund shall be administered in the same manner as the 1-800-Flowers Marketing Fund.

D. If we choose to establish a Marketing Fund, it will be administered by us as follows:

The Marketing Fund will be used for regional or national advertising, publicity and promotion relating to our business. We will determine, in our fully unrestricted discretion, the manner in which the Marketing Fund will be spent. Some portion of the Marketing Fund may be used for creative concept production, marketing surveys, test marketing and related purposes. We have the right to direct all advertising activities with sole discretion over creative concepts, materials and media used, as well as their placement and allocation. We also have the right to determine, in our sole discretion, the composition of all geographic and market areas for the implementation of these advertising and promotional activities. We are not required to place any advertising for your Center or in your area. We do not have to make sure that any Flowerama Center benefits from the placement of advertising in proportion to their contributions to the Marketing Fund.

The Marketing Fund is intended to maximize general public recognition in all media, of the Flowerama trademarks, patronage of Flowerama Centers, and the availability of the products and services offered at Flowerama Centers. No amount of the Marketing Fund will be spent for advertising that is principally a solicitation for the sale of franchises.

Upon your written request, we will prepare an annual accounting of the Marketing Fund and will distribute it to you, but not more than once a year, that will state the total amount of money collected and spent by the Marketing Fund during the previous year and list, by general category, the manner in which we spent the money. The report will not be audited.

We have the right to reimburse ourselves out of the Marketing Fund for the total costs (including indirect costs) of developing, producing and distributing any advertising materials and collecting the Advertising Fee (including attorneys', auditors' and accountants' fees and other expenses incurred in connection with collecting any Advertising Fee).

Centers owned by us or our affiliates will contribute to the Marketing Fund on the same basis as you. The Advertising Fees paid will be kept separate and distinct and will be accounted for separately from our other funds. These funds will not be used to defray any of our general operating expenses, except as described

above. Any sums paid to the Marketing Fund that are not spent in the year they are collected will be carried over to the following year. We will prepare, and furnish to you upon written request, an annual, unaudited statement of funds collected and costs incurred.

E. Grand Opening Promotional Campaign

If you purchase a Flowerama franchise, you are encouraged (but not required) to conduct grand opening marketing to promote the opening of your Center. If you purchase the Fruit Bouquets program, we estimate that you will spend Two Thousand and 00/100 Dollars ($2,000.00) to promote your Center offering these products.

23. CONTINGENCY.

Neither party shall be responsible for any contingency unavoidable or beyond its control whenever arising, including without limitation strike, other labor difficulty, inability to obtain materials or supplies, flood, fire, other acts of God, riot, war, rebellion, or governmental limitation, and any such contingency shall excuse the inability, refusal or delay in filling or shipping orders; provided, however, nothing contained in this Agreement shall be deemed an excuse or defense for failure to pay money obligations.

24. INDEPENDENT CONTRACTOR.

Each of the parties is an independent contractor and no part of this contract shall be construed as creating an employer-employee relationship. Neither party has any authority, express or implied, to act for the other and neither party shall purport to act as the agent or employee of the other. You shall not commit any act or make any representation or advertise in any manner that may adversely affect us or be detrimental to our name and reputation, or do anything whatsoever that, in our opinion, may adversely affect any other franchisee of ours. You shall display a sign in a prominent location at the Center premises identifying you as an independent business operating under license from us. You shall designate in bold typeface your independent business status on all websites used in connection with your Flowerama Center. You shall also designate your independent business status on all card, stationery, checks, invoices and other written material used in connection with your business operations.

25. INDEMNITY; INSURANCE.

A. You agree to indemnify and save us harmless from all losses, claims, demands, fines, damages, actions, and causes of action of every kind and nature, including all legal and related expenses in connection therewith, arising out of the operation of the Center or the existence of this Agreement. However, you shall not be required to indemnify for any claims arising out of a breach of the Agreement or other civil wrongs of ours. This indemnification will also include all legal fees and related expenses incurred by us arising out of any breach of this Agreement by you.

B. You shall maintain with responsible companies approved by us and qualified to do business in the state where the Center is located auto liability for hired and non-owned vehicles and scheduled vehicles (if owned) for a combined single limit of One Million and 00/100 Dollars ($1,000,000.00), public liability insurance insuring us and our agents against all claims, demands, or actions for injury or death of any one person in an amount of not less than One Million and 00/100 Dollars ($1,000,000.00), and for injury to or death of more than one person in any one accident in an amount of not less than Two Million and 00/100 Dollars ($2,000,000.00), and for damage to property in an amount not less than Five Hundred Thousand and 00/100 Dollars ($500,000.00), and an umbrella policy in the amount of at least Two Million and 00/100 Dollars ($2,000,000.00) made for or on behalf of any person, firm or corporation, arising from, related to, or connected

with the conduct or operation of your Center and in addition, and in like amounts, covering your contractual liability under the hold harmless clause set forth in this Article. We shall be listed, in addition to you, as a named insured on all such insurance policies. You shall also maintain workers' compensation insurance with such companies and in such amounts as are required by the state in which the Center is operated. You shall furnish us with evidence satisfactory to us of such insurance coverages. In addition to all other insurance required in this Section 25, you shall maintain Employment Practices Liability Insurance. You shall provide us with a valid certificate of insurance on each policy required in this Agreement. You shall also ensure that each policy shall not be modified, cancelled or terminated without thirty (30) days' prior written notice to us.

26. TERMINATION.

You may terminate this Agreement upon our failure to cure any default in our performance of this Agreement within ten (10) days of our receipt of written notice from you specifying the default. Additionally, you cannot terminate this Agreement for any cause that is not under our direct control or that is not capable of being corrected within ten (10) days.

In addition to any other rights or remedies that we may have under this Agreement or at law or equity, we may terminate this Agreement upon your failure to cure any of the following defaults (Sections 26.A through 26.N) within ten (10) days of your receipt of written notice from us specifying the default. Any termination of this Agreement for failure to cure a default shall be without prejudice to any obligations of yours for amounts due to us, or other liabilities or obligations arising out of your acts or omissions prior to termination and without in any way affecting your obligations to take action, or refrain from taking action, after the termination, as provided elsewhere in this Agreement. You will be in default of this Agreement upon the occurrence of any of the following events:

A. Your failure to pay when due any fees, royalties, rents or other payments owed to us or your failure to pay any amounts on any accounts with us that may from time to time become due and payable to us.

B. Your failure to make any payments when due, or perform or observe any of the provisions or obligations, under any sublease or lease for the Center.

C. If you commit or allow a violation of any applicable laws, rules and regulations of all governmental agencies in whose jurisdiction the Center is located in connection with the operation of the Center (including, but not limited to, any violation of state tax provisions) and you permit the same to go uncorrected after notification thereof, unless there is a bona fide dispute as to the violation or legality of such law, rule or regulation and you promptly resort to Courts or forums of appropriate jurisdiction to contest such violation or legality.

D. In the event we have any recourse, guarantee or similar obligation upon any debt of yours, and you fail to perform your obligations thereunder so that the obligee threatens to enforce or has enforced its remedies against us.

E. If you make any false statement in connection with your application to purchase the Franchise, the profit and loss statements or other financial statements or data, or reports on Gross Sales as required by this Agreement or if you commit fraud in connection with the operation of the Center, or you fail to submit the statements required in Sections 18.C and 18.E of this Agreement.

F. If you default in the performance of the terms and conditions of any note, mortgage, deed of trust, security interest or other securities instruments executed in connection with the operation of the Center.

G. If, at any time, there is any misuse, unauthorized or wrongful use of any of the Trademarks, trade names, service marks, symbols, designs, insignia, or other identifying characteristics by you.

H. If you, at any time, divert any business from the Center to a competing business.

I. If you, at any time, fail to get our prior written consent or approval as provided in this Agreement.

J. If you shall default in the performance of any other material obligations or provisions required by this Agreement.

K. If you own, operate or have any interest in the ownership or operation of any other business except another Flowerama Center specializing in or featuring the same or substantially similar merchandise or services as contemplated under this Agreement.

L. Your failure to continually operate the Center during the term of this Agreement as set forth in Section 2 above and at the Franchised Location as set forth in Section 1 of this Agreement, subject to the provisions of Section 23 above.

M. Your failure to comply with the site selection requirements of Section 5 above.

N. Notwithstanding any of the prior provisions contained in this Agreement, the occurrence of any of the following events shall constitute grounds upon which the Franchisor may, at its sole option, immediately terminate this Agreement:

(i) If you shall voluntarily discontinue or abandon operation of the Center;

(ii) If you shall make a general assignment for the benefit of creditors;

(iii) Upon the filing of any petition by or against you, or any of your owners if you are an entity, under any provision of the Bankruptcy Act or an adjudication of you, or any of your owners if you are an entity, as bankrupt, or if any type of receiver is appointed for you, or any of your owners if you are an entity;

(iv) If any execution, attachment or other creditor's process shall issue against you or any of your assets, in such a manner as to impede your performance under this Agreement and shall not be waived or set aside within ten (10) days thereafter;

(v) If a guardian, conservator, or other similar officer is appointed for you or to take possession of the business;

(vi) If you are insolvent by reason of being unable to pay debts as they mature;

(vii) If final conviction is entered against you for criminal misconduct related to the operation of the Center;

(viii) If you fail to comply with all applicable laws and ordinances relating to the Franchise, including Anti-Terrorism Laws, or if your or any of your owners' assets, property, or interests are blocked under any law, ordinance, or regulation relating to terrorist activities, or you or any of your owners otherwise violate any such law, ordinance, or regulation; or

(ix) If you receive a notice of violation of any law applicable to the Center and such violation is not resolved within the timeframe required by the government agency issuing the violation.

(x) Default in any obligation under this Agreement or any other agreement between you and us that is not by its nature capable of being cured by you.

Any default by you (or any person/company affiliated with you) under this Agreement may be regarded as a default under each and every other agreement between us (or any of our affiliates) and you (or any of your affiliates). Any default by you (or any person/company affiliated with you) under any other agreement, including, but not limited to, any lease and/or sublease, between us (or any of our affiliates) and you (or any person/company affiliated with you), and any default by you (or any person/company affiliated with you) under any obligation to us (or any of our affiliates) may be regarded as a default under this Agreement. Any default by you (or any person/company affiliated with you) under any lease, sublease, loan agreement, security interest or otherwise, whether with us, any of our affiliates and/or any third party may be regarded as a default under this Agreement and/or any other agreement between us (or any of our affiliates) and you (or any of your affiliates).

In each of the foregoing cases, we (and any of our affiliates) will have all remedies allowed at law, including termination of your rights (and/or those of any person/company affiliated with you) and our (and/or our affiliates') obligations. No right or remedy that we may have (including termination) is exclusive of any other right or remedy provided under law or equity and we may pursue any rights and/or remedies available. To protect the System, the Trademarks, the Flowerama trade secrets and the goodwill associated with the same, after we have given you written notice that you are in default, we may (but are not obligated to) assume interim management of the Flowerama Center during the pendency of any cure period or in lieu of immediately terminating this Agreement. If we elect to assume interim management of the Flowerama Center (i) our election will not relieve you of your obligations under this Agreement; (ii) we will not be liable for any debts, losses, costs or expenses incurred in the operation of the Flowerama Center during any interim management period; (iii) we will have the right to charge a reasonable fee for the management services; and (iv) you agree to, and hereby do, indemnify and hold us harmless against any and all claims, demands, judgments, fines, losses, liabilities, costs, amounts paid in settlement and reasonable expenses (including, but not limited to attorneys' fees) incurred in connection with the interim management of the Flowerama Center, other than those arising solely from our gross negligence or willful misconduct.

Notwithstanding anything to the contrary contained in this Article 26, if any valid, applicable law or regulation of a competent governmental authority having jurisdiction over this franchise and the parties to this Agreement shall limit our rights of termination under this Agreement or shall require longer notice periods than those set forth above, this Agreement is deemed amended to satisfy the minimum notice periods or restrictions upon such termination required by such laws and regulations; provided, however, that such constructive amendment shall not be deemed a concession by us that the grounds for termination set forth in this Agreement do not constitute "good cause" for termination within the meaning ascribed to that term by any applicable law or regulation. We shall not be precluded from contesting the validity, enforceability or

application of such laws or regulations in any action, hearing or proceeding relating to this Agreement or the termination of this Agreement.

If you are in breach of any obligation under this Agreement, and we deliver to you a notice of termination pursuant to this Article 26, we have the right to suspend our performance of any of our obligations under this Agreement, including, without limitation, the sale or supply of any services or products for which we are an approved supplier to you and/or suspension of your webpage on our website, until such time as you correct the breach.

27. PROCEDURE ON TERMINATION.

A. To protect the System, the Trademarks, the Flowerama trade secrets and the goodwill associated with the same, upon the termination of this Agreement by either party for any reason, all of your rights and privileges under this Agreement shall cease immediately and you shall discontinue the use of all trade names, trademarks, signs and structures, and forms of advertising indicative of us, our symbols or Trademarks or our business or products. You shall not identify, advertise, or publicize any business as formerly associated with us or as a former franchisee after expiration or termination of this Agreement. You shall further observe all pertinent restrictions contained elsewhere in this Agreement, including, but not limited to, provisions related to maintaining the confidential nature of information you have received from us during the term of this Agreement and the non-competition covenants set forth in Section 21.H.

B. If you have established a domain name and/or website using our Trademarks, the use of the website and domain name shall cease immediately upon termination of this Agreement and the domain name used in connection with the Center shall be immediately assigned to us at no cost to us.

C. You shall immediately pay to us upon termination or expiration of this Agreement such fees, amounts owed for purchases by you from us, and all other amounts owed to us that are then unpaid. You shall immediately return to us the Operations Manual, any copies thereof, and any other confidential information provided to you during the term of this Agreement. You shall, at your expense, take all actions necessary to de-identify the Center, including removal of all distinctive physical and structural features and signs associated with the Flowerama trade dress and System, so as to distinguish the Center so clearly from its former appearance and from other Flowerama Centers as to prevent any possibility that the public will associate the location with Flowerama Centers and any confusion created by such association. If you fail to so de-identify the Center, we shall have the right to enter upon the premises, without liability for damage or tort, and make the necessary changes and you shall reimburse all of our expenses related thereto.

D. All obligations of ours and yours that expressly or by their nature survive or are intended to survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature expire.

E. The goodwill associated with all telephone and fax numbers, email addresses, domain names, Websites or web pages, social media and other Internet addresses used in operation of the Flowerama Center ("Electronic Communications and Media") is an asset that belongs to us. We shall have the option, exercisable by written notice within thirty (30) days after the cancellation, termination or expiration of this Agreement, to take an assignment of all Electronic Communications and Media for the Flowerama Center. If we exercise this option, you will be deemed to have assigned to us or our designee all right, title and interest in and to these and/or services associated with the same. You shall notify the telephone company, domain name registrars and all listing agencies of the cancellation, termination or expiration of your right to use the Electronic Communications and Media associated with the Flowerama Center, and shall authorize their transfer to us. You appoint us as your true and lawful agent and attorney-in-fact with full power and authority, for the sole purpose of taking such action as may be necessary to effect an assignment of all Electronic Communications and Media for the Flowerama Center. This power of attorney is coupled with an interest and shall survive the cancellation, termination or expiration of this Agreement. You, by executing this Agreement, authorize us and hereby appoint us and all of our officers as your attorney-in-fact to direct the telephone, company, domain name registrars and all listing agencies to transfer the same to us, should you fail or refuse to do so. The telephone, company, domain name registrars, and all listing agencies may accept this Agreement as conclusive evidence of our exclusive rights to the Electronic Communications and Media and our authority to direct their transfer. You must sign the instruments we request to confirm the assignments and transfers to us. You shall not be entitled to any compensation from us if we exercise this option.

28. NON-WAIVER.

No failure of ours to exercise any right given to us under this Agreement or to insist upon your strict compliance with any obligation or condition under this Agreement, and no custom or practice of the parties at variance with the terms of this Agreement, shall constitute a waiver of our rights to demand exact compliance with the terms of this Agreement. Our waiver of any particular default by you shall not affect or impair our rights in respect to any subsequent default of the same or a different nature; nor shall any delay or omission of ours to exercise any rights arising from a default affect or impair our rights as to said default or any subsequent default. The parties agree, to the extent permitted by applicable law, that any legal action or proceeding of any kind by either party must be commenced by no later than the last to occur of the following: (i) one hundred eighty (180) days after obtaining knowledge of the facts which constituted or gave rise to the alleged violation or liability; or (ii) one (1) year after the act, event, occurrence or transaction that constituted or gave rise to the alleged violation or liability. Franchisor and Franchisee, for themselves, and Franchisee, for and on behalf of their owners, hereby waive to the fullest extent permitted by applicable law, any right to, or claim for, punitive or exemplary damages against the other and agree that, in the event of a dispute between them, the parties shall each be limited to recovering only the actual damages proven to have been sustained by that party, except as otherwise provided in this Agreement.

29. ASSIGNMENT.

This Agreement shall be binding upon and inure to the benefit of the successors and assigns, and reorganization of us and the heirs, administrators, executors, and assigns of you. To protect the System, the Trademarks, the Flowerama trade secrets and the goodwill associated with the same, this Agreement cannot be sold or assigned or in any way transferred by you to any individual, partnership, corporation or association without our prior written approval, which approval shall not be unreasonably withheld, specifically consenting to such sale or assignment. Consent will not be given to any sale or assignment if you are in default of any requirement under this Agreement. Any consent is further conditioned on the proposed transferee and/or designated supervisorial or managerial employee(s) attending and successfully completing our initial training program. You hereby give to us the right of first refusal to meet any bona fide offer for the sale or

transfer of this Agreement. We have a right of first refusal to meet any bona fide offer for the sale or transfer of the Franchise. Any assignment by you to any corporation in which you are the owner of at least fifty-one percent (51%) of the outstanding capital stock is not subject to our right of first refusal. There is no predetermined formula that we are required to take into account in evaluating our right of first refusal of any bona fide offer. We shall consent to an assignment by you to any corporation in which you are the owner of at least fifty-one percent (51%) of the outstanding capital stock. If an assignment to such corporation is made, you shall remain personally liable to us for obligations under this Agreement and you further agree not to transfer, during the term of this Agreement or any extension thereof, your stock or control of such corporation without our prior written consent.

Upon our approval in writing of the sale or transfer of this Agreement by you, you acknowledge that we may be required to perform certain services in connection therewith, including without limitation, investigation and approval of the assignee, preparation of new agreements and assisting in training of the assignee. At our request, you, as assignor, shall execute a continuing guarantee in our favor of the performance and payment by the purchaser, as assignee, of all obligations and debts to us and our affiliates under the new Franchise Agreement. If the purchaser is found by us, you shall pay us, as compensation for such services rendered, a transfer fee in the amount of Ten Thousand and 00/100 Dollars ($10,000.00). The Ten Thousand and 00/100 Dollars ($10,000.00) fee shall be adjusted from the date of any such execution of this Agreement to the date of transfer to reflect changes in purchasing power as shown by the National Consumer Price Index published by the United States Bureau of Labor Statistics. If publication of the Consumer Price Index shall be discontinued, the parties shall accept comparable statistics on increases or decreases in the cost of living as computed and published by an agency of the United States or by a responsible financial periodical or recognized authority then to be selected by the parties or, if the parties cannot agree upon such a selection, by arbitration.

On your death or disability your rights pass to your "Estate." Your Estate may continue operating the Flowerama Center if it provides an acceptable supervisorial or managerial employee who must complete our next Initial Training Program. Your Estate may sell the franchise following the conditions set forth in this Article 29.

Securities, partnership or other ownership interests in you may not be offered to the public under the Securities Act of 1933, as amended, nor may they be registered under the Securities Exchange Act of 1934, as amended, or any comparable federal, state or foreign law, rule or regulation. Such interests may be offered by private offering or otherwise only with our prior written consent, which consent shall not be unreasonably withheld. All materials required for any private offering by federal or state law shall be submitted to us for a limited review as discussed below prior to being filed with any governmental agency; and any materials to be used in any exempt offering shall be submitted to us for such review prior to their use. No offering by you shall imply that we are participating in an underwriting, issuance or offering of securities of you or we, and our review of any offering materials shall be limited solely to the subject of the relationship between you and us, and our Affiliates. We may, at our option, require your offering materials to contain a written statement we prescribe concerning the limitations described in the preceding sentence. You, your Owners and other participants in the offering must fully agree in writing to defend and indemnify us, our Affiliates, their respective partners and the officers, directors, manager(s) (if a limited liability company), shareholders, members, partners, agents, representatives, independent contractors, servants and employees of each of them, from and against any and all losses, costs and liability in connection with the offering and shall execute any documentation we require to further evidence this indemnity. For each proposed offering, you shall pay to us a non-refundable fee of Ten Thousand and 00/100 Dollars ($10,000.00), which shall be in addition to any transfer fee under any Franchise Agreement or such greater amount as is necessary to reimburse us for our

reasonable costs and expenses associated with reviewing the proposed offering, including without limitation, legal and accounting fees. You shall give us written notice at least thirty (30) days prior to the date of commencement of any offering or other transaction covered by this Article 29.

30. BLOOMNET NETWORK.

During the term of this Agreement, you must be a member of the BloomNet network of florists (the "BloomNet Network"), subject to the terms and conditions of the BloomNet Membership Agreement (the "BloomNet Membership Agreement") and the BloomNet Technologies Systems Agreement (the "BloomNet Systems Agreement") with BloomNet, Inc. ("BMT"), both of which you must execute on the Effective Date. Your right to fulfill orders generated by our affiliates shall be controlled by the BloomNet Membership Agreement and the Premier Order Fulfillment Agreement, if applicable. We may also offer you the opportunity to sign a Fruit Bouquets Addendum to Franchise Agreement. Your right to fulfill fruit bouquets orders generated by our affiliates shall be controlled by the Fruit Bouquets Order Fulfillment Agreement.

31. WEB SITES.

A. Definitions. For the purposes of this Agreement, the following words and phrases shall have the meanings set forth in this Section 31.A:

(i) "Content" means all text, images, sounds, files, video, designs, animations, layout, color schemes, trade dress, concepts, methods, techniques, processes and data used in connection with, displayed on, or collected from or through our Web Site.

(ii) "Deep Link" means a Link to the content of a Web site. Typically, a deep link is to an interior page of a Web site (i.e., bypassing the front page of the Web site).

(iii) "Electronic Commerce" means offering and selling merchandise and services associated with the Marks, and receiving and accepting orders and payment for that merchandise and services, directly or indirectly, through any means of electronic communication, including receiving and accepting orders over the Internet.

(iv) "Frame" refers to a feature which, when used in conjunction with certain browsers, allows visitors of a Web site to view content from other Web sites without actually leaving the first page.

(v) "Franchisee's Web Page" means one or more interior pages of our Web Site that we may dedicate, in whole or in part, to the Franchised Unit.

(vi) "Franchisor's Web Site" means one or more Internet Web sites that we may develop, in our sole discretion, and may be used to, among other things, facilitate orders, provide information about the System and the products and services that are offered on the Web site and at franchised units operated under the Marks; your Web Page may be part of the Franchisor Web site.

(vii) "Internet" means any means of electronic communication that employs inter-connected computer networks to communicate information (of any kind) by fiber optics, wire, radio or other methods of transmission, including the myriad of computers, telecommunications facilities and similar means (both equipment and software) that comprise the interconnected worldwide network of networks that employ

the TCP/IP (Transmission Control Protocol/Internet Protocol) or any predecessor or successor protocols to that protocol.

(viii) "Intranet" means a private method of communication for use only by employees and franchisees of ours; our Intranet may be either a "true" intranet (a series of inter-connected computers that use the same type of software as the Internet, but that are not technically part of the Internet and do not use the Internet to transmit material to one another) or an extranet (which will actually transmit information over the Internet, but require a password to access data on the servers used by us).

(ix) "Link" means a cross-reference which, with the aid of an interactive browser program, allows the end-user to move or connect easily from one document (including, another Web site or page on a Web site) to another.

(x) "Software" means all computer programs and computer code (e.g., HTML, Java) used for or on the Web site, excluding any Software owned by third parties.

(xi) "URL" means uniform resource locator, the unique address assigned to each page of a Web site.

(xii) "Web site" means a series of inter-connected "pages" on the World Wide Web section of the Internet (the "World Wide Web" is the portion of the Internet that features graphics-rich pages using the HTTP and HTML protocols).

B. Use of Marks on Internet.

(i) Except as provided in this Agreement, you shall not develop, create, generate, own, license, lease or use in any manner any computer medium or electronic medium (including, any URL, Internet home page, e-mail address, Web site, bulletin board, newsgroup or other Internet-related medium) which in any way uses or displays, in whole or part, the Marks, or any of them, or any words, symbols or terms confusingly similar thereto other than your Web Page, if established by us, in our sole discretion, and in accordance with this Agreement, such procedures, policies, standards and specifications as we may establish in the Manuals from time to time and only so long as you are not in default of this Agreement or any other Agreement between us, our affiliates and you. Without limiting the generality of the foregoing, you shall not cause, permit or allow the Marks, or any of them, or any words, symbols or terms confusingly similar thereto, be used or displayed in whole or part: (a) as, or as a part of, an Internet domain name; (b) as, or as a part of, a URL (at any level or address); or (c) on or in connection with any Internet home page, Web site, bulletin board, newsgroup, chat-group, buddy list, instant messenger, meta-tag, keyword, search term, or the comparable identifier in any future technology) or other internet-related activity other than your Web Page and in accordance with such procedures, policies, standards and specifications as we may establish in the Manuals from time to time. You shall not Link to or frame our Web Site (including your Web Page, if any) to any other Web site or authorize any third party to Link to or frame the Web site (including your Web Page, if any) without our express prior written consent, and then only in such manner and in accordance with such procedures, policies, standards and specifications as we may establish in the Manuals from time to time.

(ii) Except as provided in Section 31.D of this Agreement, you shall not use, nor authorize any third party to use, the Marks to advertise, promote, offer or sell any goods or services through the Internet. You may, however, use the Marks to sell such goods or services through the Internet in compliance with Section 31.D of this Agreement or with our prior written consent, the granting of which shall be within our

sole discretion, but then only in such manner and in accordance with such procedures, policies, standards and specifications as we may establish in the Manuals from time to time.

(iii) We will own and will retain all right, title and interest in and to the Marks and the use thereof in any and all manners and to all existing and future domain names, URLs, addresses and sub addresses established by us (including your Web Page sub addresses), which may or may not include the Marks; all Software; all Content prepared for, or used on, our Web Site; and all intellectual property rights in or to any of them.

(iv) You understand and acknowledge that you are strictly prohibited from using the Marks to promote your Franchised Unit using the Marks in any manner on any social and/or networking Websites, such as Facebook, LinkedIn and Twitter, without our prior written consent.

C. Franchisor's Web Site.

(i) We may, but shall not be obligated to, establish and maintain from time to time our Web Site to provide information about the System and the goods and services that Franchised Units provide. Our Web Site may, directly or indirectly compete with you. We have sole discretion and control over the establishment, design and content of our Web Site, except that we may, but shall not be obligated to, configure the site to accommodate your Web Page as described in Section 31.C(ii) of this Agreement. We may, at our sole option, from time to time, without prior notice to you: (aa) change, revise, or eliminate the design, content and functionality of our Web Site; (bb) make operational changes to our Web Site; (cc) change or modify the URL and/or domain name of our Web Site; (dd) substitute, modify, or rearrange our Web Site, at our sole option, including in any manner that we consider necessary or desirable to, among other things, (1) comply with applicable laws, (2) respond to changes in market conditions or technology and respond to any other circumstances; or (3) limit or restrict end-user access (in whole or in part) to our Web Site; and (ee) disable or terminate our Web Site without any liability to you.

(ii) Our Web Site may include a series of interior pages that may identify participating Franchised Units by, among other things, name, geographic region, address, telephone number and/or e-mail address. We may, but shall not be obligated to, permit you to customize or post certain information to your Web Page, subject to your compliance with the procedures, policies, standards and specifications that we may establish in the Manuals from time to time that may require you to pay a reasonable fee for the privilege of having your Web Page, and may include, without limitation, specifications and limitations for the data or information to be posted to your Web Page, customization specifications, the basic template for design of your Web Page, parameters and deadlines specified by us, disclaimers, and such other standards and specifications and rights and obligations of the parties as we may establish from time to time. Any modifications (including customizations, alterations, submissions or updates) to the Content made by you for any purpose will be deemed to be a "work made for hire" under the copyright laws, and therefore, we shall own the intellectual property rights in and to such modifications. To the extent any modification does not qualify as a work made for hire as outlined above, you hereby assign those modifications to us for no additional consideration and with no further action required and shall execute such further assignments(s) as we may request. You may not modify your Web Page except in coordination with our webmaster and in compliance with our policies and procedures. You shall contribute a reasonable fee toward the cost of the Web site's maintenance, which may vary from year to year during the term of this Agreement and shall pay the same to us in the manner and at the times that we may establish in the Manuals from time to time. If you fail to pay when due any fees or other amounts payable to us under this Agreement, or any other agreement with us or our affiliates, or otherwise breach this Agreement or any other agreement with us or our affiliates, we may disable your Web Page,

without prior notice and without any liability or recourse as against us or our affiliates until such time as you pay your outstanding obligations in full. You hereby appoint us as your attorney-in-fact with full power and authority for the sole purpose of disabling your Web Page. This appointment shall be deemed to be coupled with an interest and shall continue in full force and effect until the termination or expiration of this Agreement.

(iii) We may Link our Web Site to the Web sites of third parties, including, electronic service providers, our affiliates and other providers of goods and services. We may also permit third parties to Link (including Deep Links to any interior page of our Web Site, including your Web Page) and frame our Web Site (including your Web Page). We may place legal notices, disclaimers, our corporate logos and slogans, advertisements, endorsements, trademarks, and other identifying information on our Web Site, all of which may be modified, expanded, or eliminated at our option and sole discretion. Further, we may establish or participate in programs whereby we refer end-users to other Web sites, or we receive referrals from other Web sites. All consideration (monetary and non-monetary) received by us on account of the placement or sale of advertisements, endorsements, and sponsorships on our Web Site (including any Franchisee Web Page), and all consideration (monetary and non-monetary) received by us on account of affiliate programs, will belong exclusively to us. We may also establish programs that encourage repeat and business by end-users.

(iv) Without limiting our general unrestricted right to permit, deny and regulate your participation on our Web Site in our sole discretion, if you fail to pay when due any fees or other amounts payable to us under this Agreement, or any other agreement with us or our affiliates or otherwise breach this Agreement or any other agreement with us or our affiliates, we may disable or terminate your Web Page, without prior notice and without any liability or recourse as against us or our affiliates, and remove all references to the Franchised Unit on our Web Site until the breach is cured.

(v) We have no control over the stability or maintenance of the Internet generally; as a result, we are not responsible for damage or loss caused by errors of the Internet. Furthermore, we are not liable for any direct, indirect, special, incidental, exemplary or consequential damages arising out of the use of, or the inability to use, our Web Site or the Internet, including loss of profits, goodwill, or savings; downtime; or damage to or replacement of programs and data, whether known or unknown, based in contract, tort, product liability, or otherwise.

D. Electronic Commerce.

(i) You will not use the Marks to advertise, promote or sell any services or merchandise through the Internet, nor will you offer or sell any service that is identified with the Marks or any memorabilia or other merchandise that bears the Marks through the Internet, except in compliance with Section 31.B of this Agreement, this Section 31.D and the Manuals. Your breach of this restriction will constitute willful trademark infringement and a material breach of this Agreement.

(ii) We may, at our discretion, use the Web site described in Section 31.C of this Agreement or may establish another facility on the Internet for the purpose of engaging in Electronic Commerce with respect to products and services that are identified with the Marks.

(iii) If we decide to engage in Electronic Commerce, we will (a) establish uniform procedures, policies and protocols to govern electronic communications between us and our customers and the use and dissemination of information that we obtain with respect to customers' identities, purchasing habits and other commercially relevant matters; (b) develop a secure site on the facility through which we can accept credit card and other Confidential Information from its customers; (c) establish a central administration

center through which customer orders are processed, customer complaints are handled, sales taxes (if any) are remitted, and records of sales transactions are created and maintained; (d) establish a central fulfillment center through which all customer orders are filled; and (e) establish the terms and conditions under which members of the System may participate in our Electronic Commerce program.

(iv) In the event that we initiate, in our sole discretion, our Electronic Commerce program, you may have the opportunity to participate in the program provided that you are in good standing under this Agreement and any other agreement with us or our affiliates. The Electronic Commerce program set forth in the Manuals may (a) state the terms on which we and participating franchisees of ours may share program revenues and expenses, (b) obligate you to adhere to our procedures, policies and protocols that govern electronic communications and the use and dissemination of customer information, (c) authorize us from time to time to modify the procedures, policies and protocols that govern the Electronic Commerce program; and (d) release us from liability to you and your customers for theft or disclosure of confidential customer information or breach of our privacy standards, unless the proximate cause of such theft, disclosure or breach is our gross negligence or willful misconduct.

(v) If you decline to participate in the Electronic Commerce program on the terms stated in the Manuals, you will have no right to share in program revenues, nor will you have any responsibility to bear or pay any program expenses.

(vi) If you fail to pay when due any fees or other amounts payable to us under this Agreement, or any other agreement with us or our affiliates or otherwise breach this Agreement or any other agreement with us or our affiliates, you hereby authorize us to disable or terminate the end-user's ability to place pick-up and delivery orders with you, without prior notice and without any liability or recourse as against us or our affiliates until the breach is cured.

E. Our Intranet.

(i) We may, at our sole discretion and option, establish and maintain an Intranet through which we, our franchisees and our employees may communicate with each other, and through which we may disseminate the Manuals, updates thereto and other Confidential Information. We shall have sole discretion and control over all aspects of the Intranet, including the content and functionality thereof. We will have no obligation to maintain the Intranet indefinitely, and may dismantle it at any time without liability to you.

(ii) If we establish an Intranet, you shall have the privilege to use the Intranet, subject to your strict compliance with the standards and specifications, protocols and restrictions that we may establish from time to time. Such standards and specifications, protocols and restrictions may relate to, among other things, (a) the use of abusive, slanderous or otherwise offensive language in electronic communications; (b) communications between or among franchisees that endorse or encourage breach of any franchisee's Franchise Agreement; (c) confidential treatment of materials that we transmit via the Intranet; (d) password protocols and other security precautions; (d) grounds and procedures for our suspending or revoking a franchisee's access to the Intranet; and (f) a privacy policy governing our access to and use of electronic communications that franchisees post to the Intranet. You acknowledge that, as administrator of the Intranet, we can technically access and shall be entitled to view any communication that any person posts on the Intranet. You further

acknowledge that the Intranet facility and all communications that are posted to it will become our property, free of any claims of privacy or privilege that you or any other person may assert.

(iii) Upon receipt of notice from us that we have established the Intranet, you shall establish and continually maintain (during all times that the Intranet shall be established and until the termination of this Agreement) an electronic connection (the specifications of which shall be specified in the Manuals) with the Intranet that allows us to send messages to and receive messages from you, subject to the standards and specifications. You shall contribute a reasonable amount toward the cost of the Intranet's maintenance that may vary from time to time during the term of this Agreement and shall pay the same to us in the manner and at the times that we may establish in the Manuals from time to time.

(iv) If you fail to pay when due any fees or other amounts payable to us under this Agreement, or any other agreement with us or our affiliates or otherwise breach this Agreement or any other agreement with us or our affiliates, we may, without prior notice and without any liability or recourse as against us or our affiliates, temporarily disable or terminate your access to the Intranet until such time as you pay your outstanding obligation in full without our having any liability to you, in which case we shall only be required to provide you a paper copy of the Manuals and any updates thereto, if none have been previously provided to you, unless you are not otherwise entitled to the Manuals.

32. ENTIRE AGREEMENT.

This Agreement and any addendum attached to this Agreement supersede and annul all prior agreements, contain the entire agreement of the parties, and no representations, inducements, promises, or agreements, oral or otherwise, not embodied in this Agreement shall be of any force and effect; provided, however, that nothing in this or any related agreement is intended to disclaim the representations made by us in the Franchise Disclosure Document that was provided to you by us. No amendment shall be made to this Agreement except in writing.

33. ADDRESSES.

Correspondence and notices shall be sent to the respective parties at the following addresses, unless otherwise directed in writing:

FRANCHISOR:

FLOWERAMA OF AMERICA, INC.
5108 Nordic Drive
Cedar Falls, Iowa 50613
Fax: 516-237-7797
Attention: Senior Vice President, Retail Operations

With a copy to:

1-800-Flowers.Com, Inc.
Two Jericho Plaza, Suite 200
Jericho, New York 11753
Fax: 516-433-2184
Attention: General Counsel/Corporate Secretary

With a copy to:

1-800-Flowers.Com Franchise Co., Inc.
Two Jericho Plaza, Suite 200
Jericho, New York 11753
Fax: 516-237-7797
Attention: Senior Vice President, Retail Operations

FRANCHISEE:

_____
_____
_____
Attention:

34. NOTICES.

All written notices and reports permitted or required to be delivered by the provisions of this Agreement or of the Operating Manual shall be deemed so delivered at the time delivered by hand, one (1) business day after transmission by facsimile with machine-generated evidence of receipt, one (1) business day after being placed in the hands of a commercial courier service for overnight delivery, one (1) business day after transmission by electronic mail provided that a hard copy is sent by another method provided in this Section 34, or three (3) business days after placement in the United States Mail by Registered or Certified Mail, Return Receipt Requested, postage prepaid and addressed to the addresses set forth in Section 33 of this Agreement.

35. SEVERABILITY.

If any provision of this Agreement, or its application to any person or circumstances, is invalid or unenforceable, in whole or in part, then the remainder of this Agreement or the application of such provision to other persons or circumstances shall not be affected thereby.

36. GOVERNING LAW.

A. Governing Law and Venue. Except as otherwise provided in Section 20(A) above, this Agreement shall be construed in accordance with, and its validity and effect shall be governed by, the laws of the State of New York. In the event of any conflict of law, the law of New York shall prevail, without regard to the application of New York conflict of law rules. Venue for purposes of any legal proceedings brought in connection with or arising out of this Agreement shall be conclusively presumed to be in the State of New York, County of Nassau or County of Suffolk. You hereby submit to the exclusive jurisdiction of the Supreme Court of the State of New York, County of Nassau and of the United States District Court in and for the Eastern District of the State of New York. THE PARTIES SPECIFICALLY WAIVE TRIAL BY JURY.

B. Cumulative Remedies; Specific Performance. Any specific right or remedy set forth in this Agreement, legal, equitable, or otherwise, shall not be exclusive, but shall be cumulative with all other rights or remedies set forth in this Agreement or allowed or allowable by applicable law. The parties acknowledge that each party would be irreparably damaged if the provisions of this Agreement were not capable of being specifically enforced, and for this reason, the parties agree that the provisions of this Agreement shall be specifically enforceable.

37. BUSINESS JUDGMENT.

Notwithstanding any provision in this Agreement to the contrary, you and your owners acknowledge and agree that:

(i) This Agreement (and the relationship of the parties which arises from this Agreement) grants us the discretion to make decisions, take actions or refrain from taking actions not inconsistent with the explicit rights and obligations of you and your owners hereunder that may affect you and your owners' interests favorably or adversely. We shall use our Business Judgment (as defined below) in exercising such discretion based on our assessment of our own interests and balancing those interests against the interests, promotion, and benefit of the Flowerama System and other Flowerama Franchisees, Flowerama Franchised Units generally, and specifically without considering the individual interests of you or your owners or the individual interests of any other Flowerama Franchisee. You and your owners acknowledge and agree that we shall have no liability to you or your owners for the exercise of our discretion in this manner; and even if we have numerous motives for a particular action or decision, so long as at least one motive is a reasonable business justification, no trier of fact in any legal action shall substitute his or her judgment for our judgment so exercised and no such action or decision shall be subject to challenge for abuse of discretion. If we take any action or we choose not to take any action in our discretion with regard to any matter related to this Agreement and our actions or inaction are challenged for any reason, the parties expressly direct the trier of fact to find that our reliance on a business reason in the exercise of our discretion is to be viewed as a reasonable and proper exercise of our discretion, without regard to whether other reasons for our decision may exist and without regard to whether the trier of fact would independently accord the same weight to the business reason.

(ii) In granting our approval of the Franchised Location, designating suppliers, setting standards and the like, we shall exercise our Business Judgment. However, in the exercise of our Business Judgment, we shall not be liable to you or your owners or anyone else, if our exercise of our Business Judgment results in a business loss or if the products or services provided fail to meet the expectations of ours, yours, your owners or other parties. We disclaim all warranties and liability for the acts or omissions of any contractors, vendors, suppliers, products or employees that you use, purchase, retain or hire pursuant to our exercise of our Business Judgment.

(iii) "Business Judgment" means that we are allowed to exercise our judgment however we believe is appropriate in a given circumstance without limitation, subject to the use of that discretion in any reasonable manner as described in this Article 37.

38. ENTITY FRANCHISEE.

If you, as Franchisee, are an "Entity", including a limited liability company, partnership, trust, association, corporation or other entity that is not an individual, then you shall complete and sign the Entity Information Disclosure attached to this Franchise Agreement as Exhibit D. If you are an entity, the Entity shall conduct no other business than the operation of the Center.

(Signatures on Next Page)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed at Jericho, New York, as of the Effective Date.

FRANCHISOR:	FRANCHISEE:
FLOWERAMA OF AMERICA, INC., An Iowa corporation	_____ A _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT A

FRANCHISED LOCATION

The following site has been selected and approved as the "Franchised Location" for the "Center" in accordance with the Franchise Agreement entered into between Franchisor and Franchisee and dated _____:

_____
_____

The commencement date of this Agreement is _____. The expiration date of this Agreement is _____.

IN WITNESS WHEREOF, the parties have executed this Exhibit A at Jericho, New York, on _____.

FRANCHISOR:	FRANCHISEE:
FLOWERAMA OF AMERICA, INC., An Iowa corporation	_____ A _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT B

GUARANTEE OF FRANCHISE AGREEMENT

The undersigned ("collectively Guarantors") have requested FLOWERAMA OF AMERICA, INC., an Iowa corporation ("Franchisor"), to enter into that certain Franchise Agreement dated _____ (the "Franchise Agreement") with _____, a _____ ("Franchisee"). In consideration for, and as an inducement to, Franchisor's execution of the Franchise Agreement, Guarantors hereby grant this guarantee ("Guarantee") in favor of Franchisor and agree as follows:

1. "Obligations" means and includes any and all obligations of Franchisee arising under or pursuant to the Franchise Agreement and all other obligations, whether now existing or hereafter arising, of Franchisee to Franchisor of whatever nature.

2. Guarantors irrevocably and unconditionally, fully guarantee to Franchisor the prompt, full and complete payment of any and all Obligations of Franchisee to Franchisor and the performance of any and all obligations of Franchisee, including, without limitation, obligations under the Franchise Agreement or any other agreement, instrument or document relating to, evidencing or securing any Obligations.

3. If Franchisee fails to pay any of the Obligations, Guarantors shall, within five (5) days after a written demand therefore has been given to Guarantors by Franchisor, pay all of the Obligations in like manner as if the Obligations constituted the direct and primary obligation of Guarantors. Guarantors agree that if any obligation, covenant or agreement contained in the Franchise Agreement is not observed, performed or discharged as required by the Franchise Agreement (taking into consideration any applicable cure periods), Guarantors shall, within five (5) days after a written demand therefore has been given to Guarantors by Franchisor, to observe, perform or discharge the obligation, covenant or agreement in like manner as if the same constituted the direct and primary obligation of Guarantors.

4. No exercise or non-exercise by Franchisor of any right under this Guarantee, no dealing by Franchisor with Franchisee or any other person and no change, impairment or suspension of any right or remedy of Franchisor shall in any way affect any Obligations of Guarantors under this Guarantee or give Guarantors any recourse against Franchisee. Without limiting the generality of the foregoing, Guarantors agree that, regardless of whether Franchisor gives notice thereof or obtains the consent of Guarantors thereto, Guarantors' liability under this Guarantee shall not be released, extinguished or otherwise reduced in any way by reason of (i) any amendment, modification, renewal, extension, substitution or replacement of the Franchise Agreement or of any of the Obligations, in whole or in part, (ii) any acceptance, enforcement or release by Franchisor of any security for the Franchise Agreement or of any of the Obligations, any addition, substitution or release of any of the Guarantors, or any enforcement, waiver, surrender, impairment, release, compromise or settlement of any matter with respect to the Franchise Agreement or the Obligations or any security therefore, (iii) any assignment of this Guarantee, in whole or in part by Franchisor, or any Assignment or transfer of the Franchise Agreement (or any of them) by Franchisor or Franchisee, (iv) the invalidity or unenforceability of any provision of the Franchise Agreement or any of the Obligations, or (v) any failure, omission or delay of Franchisor in enforcing the Franchise Agreement, the Obligations or this Guarantee.

5. Guarantors waive and agree not to assert or take advantage of (i) any right to require Franchisor to proceed against Franchisee or any other person, firm or corporation or to proceed against or exhaust any security held by Franchisor at any time or to pursue any other remedy in Franchisor's power, (ii) any statute of limitations in any action under this Guarantee to collect any Obligations guaranteed hereby, (iii)

any defense that may arise by reason of Franchisee's incapacity, lack of authority, insolvency or bankruptcy or Franchisor's failure to file or enforce a claim against the estate (either in bankruptcy or other proceeding) of Franchisee, any other or others, (iv) any defense arising out of any alteration of the Franchise Agreement or the Obligations, (v) notice of Franchisee's Default in the payment or performance of any of the Obligations, (vi) demand, protest and notice of any kind, including, without limitation, notice of acceptance, notice of the existence, creation or incurring of new or additional Obligations or obligations or of any action or non-action on the part of Franchisee, Franchisor, any endorser, creditor of Franchisee or Guarantors under this or any other instrument, or any other person, in connection with any obligation or evidence of Obligations held by Franchisor or in connection with any Obligations hereby guaranteed, (vii) all rights and defenses arising out of an election of remedies by Franchisor, even though that election of remedies, such as non-judicial foreclosure with respect to security for a guaranteed obligation, has destroyed Guarantors' rights of subrogation and reimbursement against Franchisee by operation of Applicable Law or otherwise, (viii) any duty of Franchisor to disclose to Guarantors any facts that Franchisor may now or hereafter know about Franchisee, regardless of whether Franchisor has reason to believe that those facts materially increase the risk beyond that which Guarantors intends to assume or has reason to believe that the facts are unknown to Guarantors or has a reasonable opportunity to communicate the facts to Guarantors, it being understood and agreed that Guarantors are responsible to be and to keep informed of Franchisee's financial condition and of all circumstances bearing on the risk of nonpayment of any Obligations hereby guaranteed, and (ix) any right to the benefit of or to direct the application of any security held by Franchisor.

6. Until all Obligations to Franchisor are paid in full and fully performed, Guarantors shall have no right of subrogation and waive any right to enforce any remedy that Franchisor now has or may hereafter have against Franchisee. All existing or future indebtedness of Franchisee to Guarantors and any right to withdraw capital invested in Franchisee by Guarantors are hereby subordinated to all Obligations.

7. Guarantors' liabilities and all rights, powers and remedies of Franchisor under this Guarantee and under any other agreement now or at any time hereafter in force between Franchisor and Guarantors shall be cumulative and not alternative and the rights, powers and remedies shall be additional to all rights, powers and remedies given to Franchisor by applicable law.

8. The liability of Guarantors under this Guarantee shall be an absolute, direct, immediate and unconditional continuing guarantee of payment and performance and not of collection. Guarantors' obligations under this Guarantee are independent of Franchisee's obligations. This is a continuing Guarantee. It shall be irrevocable during the initial term and each renewal term and through any extensions, amendments, modifications, substitutions or replacements of the Franchise Agreement and until all Obligations have been fully paid and the Obligations have been fully performed. In the event of any Default under this Guarantee, a separate action and/or successive actions may be brought and prosecuted against Guarantors regardless of whether action is brought against Franchisee or whether Franchisee is joined in any action or actions. Franchisor may maintain successive actions for other Defaults. Franchisor's rights under this Guarantee shall not be exhausted by Franchisor's exercise of any rights or remedies or by any action or by any number of successive actions until and unless all Obligations have fully been paid and performed. The obligations of Guarantors shall be primary and are independent of the obligations of Franchisee and Franchisor may directly enforce its rights under this Guarantee without proceeding against or joining Franchisee or any other person or Entity, or applying or enforcing any security of the Franchise Agreement. Guarantors acknowledge and agree that Guarantors shall, and hereby are, bound by each and all of the confidentiality and non-competition provisions of the Franchise Agreement.

9. Nether any provision of this Guarantee, nor right of Franchisor under this Guarantee can be waived, nor can Guarantors be released from Guarantors' obligations under this Guarantee, except by a written agreement executed by Franchisor. If any provision or portion of any provision of this Guarantee is found by a court of competent jurisdiction to be illegal or unenforceable, all other provisions shall, nevertheless, remain enforceable and effective. This Guarantee constitutes the entire agreement of Guarantors and Franchisor with respect to the subject matter of this Guarantee and no representation, understanding, promise or condition concerning the subject matter of this Guarantee shall bind Franchisor unless expressed in this Guarantee.

10. All written notices permitted or required under this Guarantee shall be deemed given and delivered in accordance with Article 20 of the Franchise Agreement. Notices to Guarantors shall be sent to the address set forth below each Guarantor's signature below.

11. This Guarantee may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of this Guarantee with signatures that have been transmitted by email or by facsimile shall constitute and be deemed original copies of this Guarantee for all purposes; provided that, the copies are fully executed, dated and identical in form to the original hard copy version of this Guarantee. In addition, this Guarantee may be signed electronically by the parties to this Guarantee and electronic signatures appearing on this Guarantee shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Guarantee.

12. This Guarantee shall be interpreted and construed under the laws of New York. In the event of any conflict of law, the law of New York shall prevail, without regard to the application of New York conflict of law rules. Venue for purposes of any legal proceedings brought in connection with or arising out of this Guarantee shall be conclusively presumed to be in the State of New York, County of Nassau or County of Suffolk. Guarantors hereby submit to the exclusive jurisdiction of the Supreme Court of the State of New York, County of Nassau, and of the United States District Court in and for the Eastern District of New York. THE PARTIES SPECIFICALLY WAIVE TRIAL BY JURY.

Executed by or on behalf of Guarantors on the date set forth below.

_____ Date: _____

Name

Address:

_____ Date: _____

Name

Address:

EXHIBIT C

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made on _____, by and between FLOWERAMA OF AMERICA, INC., an Iowa corporation ("Secured Party" or "Franchisor"), on the one hand, and _____, an _____ ("Debtor"), on the other hand, with reference to the following facts:

A. Debtor has entered into a Franchise Agreement with Secured Party for the Flowerama Center (the "Flowerama Center") located at _____ (the "Franchised Location") and has agreed to operate the Flowerama Center as a franchisee of Franchisor.

B. Secured Party and Debtor desire to enter into this Agreement to grant Secured Party a security interest in all of the "Assets" at the Flowerama Center to secure Debtor's performance under the Franchise Agreement between Debtor as Franchisee and Secured Party as Franchisor, dated _____ (the "Franchise Agreement") on the terms and conditions set forth herein.

NOW, THEREFORE, IT IS AGREED:

1. Incorporation of Recitals.

The Recitals set forth in Paragraphs A and B of this Agreement are true and correct and are incorporated herein as part of this Agreement.

2. Security Interest.

In consideration of the foregoing, Debtor hereby grants to Secured Party a security interest as follows:

a. Collateral. Debtor hereby grants to Secured Party a continuing security interest in all of the right, title and interest of Debtor in and to all leasehold improvements, fixtures, furnishings and equipment, inventory, supplies and delivery vehicles located at or used in connection with Debtor's business at the Flowerama Center and the Franchised Location, now or hereafter leased or acquired by Debtor, together with all accounts, payment intangibles, attachments, accessories, additions, substitutions and replacements, all cash and non-cash proceeds derived from insurance or the disposition of such assets, all rights of Debtor to use the Flowerama trademarks, service marks, trade names, trade styles, patents, copyrights and their registrations, trade secret information and other proprietary rights, and all rights granted, owned or licensed to Debtor under contracts and licenses and franchise agreements for the use of the Flowerama trademarks, service marks, trade names, trade styles, patents, copyrights, trade secret information and other proprietary rights (collectively, the "Collateral") (i) to secure payment and performance by Debtor of the Note; and (ii) to secure payment to Secured Party by Debtor of all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees), which Secured Party may incur to enforce the terms of the Franchise Agreement and this Agreement.

b. Security Interest. Debtor hereby grants Secured Party a valid and continuing lien on, and perfected security interest in, the Collateral.

c. Financing Statement. Debtor hereby authorizes Secured Party to file UCC-1 Financing Statements with the Secretary of State of _____, which shall evidence the security interests in the Collateral.

3. Warranties of DEBTOR.

Debtor warrants, covenants and represents to Secured Party that:

a. Ownership of Collateral. Debtor is the owner of all of the Collateral, free and clear of all liens and encumbrances, except liens in favor of Secured Party.

b. Encumbrances. Until all obligations of Debtor have been paid and performed under the Franchise Agreement and this Agreement, Debtor shall not create, incur, assume or suffer to exist any encumbrances on the Collateral, without the prior written consent of Secured Party.

c. Defense and Indemnity. Debtor will defend its title and Secured Party's interest in the Collateral against all claims that may affect title to or Secured Party's security interest in the Collateral and will take any action necessary to remove any liens or encumbrances in the Collateral not authorized by this Agreement.

d. Sale of Collateral. Until all obligations of Debtor have been paid and performed under the Franchise Agreement and this Agreement, Debtor shall not sell or otherwise dispose of any assets or properties comprising the Collateral without the prior written consent of Secured Party.

e. Maintenance and Insurance. Debtor shall maintain the Collateral in good repair, working order and condition and shall maintain or cause to be maintained, at no cost or expense to Secured Party for the mutual benefit of Debtor and Secured Party, comprehensive broad form general public liability insurance against claims and liability for personal injury, death, or property damage arising from the use, occupancy or condition of the Flowerama Center and the improvements at the Flowerama Center. All insurance policies carried by Debtor shall provide that the policies cannot be canceled or materially changed, except after thirty (30) days' prior notice by the insurer to Secured Party. All policies shall name Secured Party as an additional insured.

4. Events of Default.

If one or more of the following events shall occur, Debtor shall be in default under the Franchise Agreement and this Agreement:

a. Security Agreement and Other Agreements. If Debtor shall default in the performance of Debtor's obligations under this Agreement, or under the Franchise Agreement and such default shall continue for a period of ten (10) days after written notice of such default is given by Secured Party to Debtor.

b. Sale of Collateral or Business. If Debtor shall sell, exchange, transfer or make any other disposition of all or substantially all of the assets (other than a transfer by Debtor to an affiliated entity) of the Flowerama Center or the Flowerama business located at the Franchised Location.

c. Adjudication. If Debtor, or any of Debtor's owners if it is an entity, shall be adjudicated bankrupt or insolvent, or make an assignment for the benefit of creditors; or Debtor, or any of Debtor's owners if it is an entity, shall apply for or consent to the appointment of a custodian, receiver, trustee, or similar officer for it or for all or any substantial part of its Collateral; or such custodian, receiver, trustee or similar officer shall be appointed without the application or consent of Debtor, or any of Debtor's owners if it is an entity, and such appointment shall continue undischarged for a period of sixty (60) days.

d. Institution of Proceedings. If Debtor, or any of Debtor's owners if it is an entity, shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against Debtor, or any of Debtor's owners if it is an entity, and shall remain undismissed for a period of sixty (60) days.

f. Remedies. Upon any such event of default, or at any time thereafter, Secured Party may, following notice to or demand of Debtor, declare all obligations secured hereby to be immediately due and payable, and may proceed to enforce payment of the same and exercise any and all of its rights and remedies provided by the _____ [state] Uniform Commercial Code now or hereafter existing, as well as any and all other rights and remedies afforded Secured Party by law. Secured Party will give Debtor reasonable notice of the time and place of any public sale of the Collateral, or any portion thereof, and of the time after which any private sale or other intended disposition thereof is to be made. Reasonable notice shall be deemed given if such notice is given in accordance with Section 5.b. below at least ten (10) business days prior to the time of the sale or disposition of the Collateral. Expenses incurred by Secured Party in the sale or other disposition of the Collateral shall include all Secured Party's reasonable attorneys' fees and legal expenses, and Debtor shall be liable to Secured Party for all such expenses that Secured Party incurs.

5. General Provisions.

a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of New York. Any dispute arising out of this Agreement shall be resolved by the Courts of the State of New York, and the parties hereby consent that venue must be placed in the Supreme Court of the State of New York, Nassau County, or the United States District Court in and for the Eastern District of New York, and the parties submit to the exclusive jurisdiction of said Courts. THE PARTIES SPECIFICALLY WAIVE TRIAL BY JURY.

b. Notices. All notices or demands shall be in writing and shall be served in person, by Express Mail, by certified mail, by private overnight delivery or by electronic transmission (fax). Service shall be deemed conclusively made (i) at the time of service, if personally served, (ii) twenty-four (24) hours (exclusive of weekends and national holidays) after deposit in the United States mail, properly addressed and postage prepaid, if served by Express Mail, (iii) upon the earlier of actual receipt or three (3) calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail, (iv) twenty-four (24) hours after delivery by the party giving the notice, statement or demand if by private overnight delivery, and (v) at the time of electronic transmission, if such transmission occurs prior to 5:00 p.m. on a business day and a copy of such notice is mailed within twenty-four (24) hours after the transmission.

Any notice or demand to Secured Party shall be given to:

Flowerama of America, Inc.
5108 Nordic Drive
Cedar Falls, Iowa 50613
Fax: 516-237-4721
Attention: Senior Vice President, Retail Operations

With a copy to:

1-800-Flowers.com Franchise Co., Inc.
Two Jericho Plaza, Suite 200
Jericho, New York 11753
Fax: 516-433-2184
Attention: General Counsel/ Corporate Secretary

Any notice or demand to Debtor shall be given to:

_____
_____
_____
Attention:

Either party may change its address for the purpose of receiving notices, demands and other communications by a written notice given in the manner set forth above to the other party.

c. Waivers. The delay, omission or forbearance by Secured Party to take action to remedy or seek damages for the breach or default of any term, covenant or condition herein contained or to exercise any right, power or duty arising from such breach or default shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach or default of the same or any other term, covenant or condition herein contained. The subsequent acceptance of payments by Secured Party shall not be deemed to be a waiver of any preceding breach or default by Debtor other than its failure to pay the particular payment so accepted, regardless of Secured Party's knowledge of such preceding breach or default at the time of acceptance of such payment.

d. Attorneys' Fees. If Secured Party becomes a party to any legal proceedings concerning this Agreement by reason of any act or omission of Debtor or its authorized representatives, Debtor shall be liable to Secured Party for the reasonable attorneys' fees and court costs incurred by Secured Party in the legal proceedings.

e. Modification. This Agreement may be modified only by a writing executed by the party sought to be bound.

f. Entire Agreement. This Agreement, the other agreements referred to herein and any other agreement that may be executed by the parties concurrently with the execution of this Agreement, set forth the entire agreement and understanding of the parties and any agreement, representation or understanding, express or implied, previously made by either party or exchanged between the parties are hereby waived and canceled.

g. Cumulative Remedies. Any specific right or remedy set forth in this Agreement, legal, equitable, or otherwise, shall not be exclusive, but shall be cumulative with all other rights or remedies set forth herein or allowed or allowable by law.

h. Titles. The various titles of the Sections herein are used solely for convenience and shall not be used in interpreting or construing any word, clause, paragraph, or subparagraph of this Agreement.

i. Gender. All words used in this Agreement in the singular shall include the plural and the masculine gender shall include the feminine and neuter and the neuter shall include the masculine and feminine.

j. Successors. This Agreement shall be binding upon all of the parties to this Agreement, their respective heirs, executors, administrators, personal representatives, successors and assigns.

k. Severability. The invalidity of any one or more of the provisions contained in this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision of this Agreement.

l. Additional Documents. Debtor agrees to execute, acknowledge and deliver to Secured Party and to procure the execution, acknowledgment and delivery to Secured Party of any additional documents or instruments that Secured Party may reasonably require to fully effectuate and carry out the provisions of this Agreement.

m. Counterparts and Electronic Transmission; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of this Agreement with signatures that have been transmitted by email or by facsimile shall constitute and be deemed original copies of this Agreement for all purposes; provided that, the copies are fully executed, dated and identical in form to the original hard copy version of this Agreement. In addition, this Agreement and all Exhibits to this Agreement may be signed electronically by the parties to this Agreement and electronic signatures appearing on this Agreement and the Exhibits shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Agreement and the Exhibits.

n. Representation By Counsel. Debtor acknowledges and agrees that Debtor has been represented by independent legal counsel of Debtor's choice in connection with the negotiation and review of the terms and conditions of this Agreement, or has had the opportunity to have legal counsel assist Debtor, but has voluntarily elected not to do so.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SECURED PARTY:	DEBTOR:
FLOWERAMA OF AMERICA, INC., An Iowa corporation	_____ A _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT D

ENTITY INFORMATION DISCLOSURE

Franchisee represents and warrants that the following information is accurate and complete in all material respects:

(1) Franchisee is a (check as applicable):

[ ] corporation
[ ] limited liability company
[ ] general partnership
[ ] limited partnership
[ ] Other (specify): _____

Name of Entity:
State of incorporation/organization:
Federal Tax Identification Number:

(2) Franchisee shall provide to Franchisor concurrently with the execution of this Agreement true and accurate copies of its charter documents, including Articles of Incorporation/Organization, Bylaws, Operating Agreement, Partnership Agreement, resolutions authorizing the execution of this Agreement and any amendments to the foregoing (the "Entity Documents").

(3) Franchisee promptly shall provide all additional information that Franchisor may from time to time request concerning all persons who may have any, direct or indirect, financial interest in Franchisee.

(4) The name and address of each of Franchisee's owners, shareholders, members, general or limited partners, trustees, or other equity owners ("Owner") is:

NAME	ADDRESS	NUMBER OF SHARES OR PERCENTAGE INTEREST

(5) The names, addresses and titles of Franchisee's Owner who will be devoting their full time to the Business are:

NAME	ADDRESS	TITLE

(6) The address where Franchisee's financial records and Entity Documents are maintained is: _____.

(7) The "Principal Owner," the Owner of Franchisee with whom franchisor shall communicate with matters relating to this Franchise Agreement, is _____.

(8) Franchisee represents and warrants to Franchisor, as an inducement to Franchisor's execution of the Franchise Agreement, that the information set forth in this Entity Information Disclosure is true, accurate and complete in all material respects on the Effective Date and that Franchisee shall provide Franchisor with all additional information Franchisor may request with respect to the Owners and the ownership of Franchisee. In addition, Franchisee shall notify Franchisor within ten (10) days of any change in the information set forth in the Entity Information Disclosure and shall provide Franchisor with a revised Entity Information Disclosure certified by Franchisee to be true, correct and complete in all material respects. Franchisor grants Franchisee the rights in the Franchise Agreement in reliance upon each and all of the terms of this Entity Information Disclosure.

IN WITNESS WHEREOF, the Parties have executed this Exhibit D on the Effective Date.

FRANCHISOR:	FRANCHISEE:
FLOWERAMA OF AMERICA, INC., An Iowa corporation	_____ A _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

FLOWERAMA OF AMERICA, INC.
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT A-2
CO-BRANDING ADDENDUM TO FRANCHISE AGREEMENT – START-UP

FLOWERAMA OF AMERICA, INC.

CO-BRAND ADDENDUM TO FRANCHISE AGREEMENT – START-UP

THIS CO-BRAND ADDENDUM TO FRANCHISE AGREEMENT (this "Addendum") is made _____, and is intended to be a part of, and by this reference is incorporated into, that certain Franchise Agreement (the "Franchise Agreement") dated _____, (the "Effective Date"), by and between FLOWERAMA OF AMERICA, INC., an Iowa corporation ("Franchisor"), on the one hand, and _____ ("Franchisee"), on the other hand, with reference to the following facts:

A. Franchisor is the owner of all right, title and interest in and to the trade names, trademarks and service marks "FLOWERAMA" and "FLOWERAMA OF AMERICA" (collectively, the "Flowerama Marks") and other marks and has the rights to certain valuable trade practices and all of the designs, phrases, logos, signs, formulas, operating procedures, electronic communications systems, merchandising methods, cost control, accounting and general business techniques, strategies, routines, copyrights, manuals, training materials, bulletins and all other items now or hereafter owned, used, developed or provided by us (collectively, the "Trade Practices") in connection with the retail flower business, all of which may be improved, further developed or otherwise modified from time to time.

B. 1-800-Flowers.com, Inc., a Delaware corporation ("Flowers"), Franchisor's parent company, is the owner of all right, title and interest in and to the trade name, trademark and service mark "1-800-Flowers" (together with the Flowerama Marks, collectively, the "Marks") and other marks, and Flowers has authorized Franchisor to offer Flowerama franchisees the right to co-brand with and use the 1-800-Flowers marks, products and system.

C. Franchisee desires to purchase a start-up co-brand "1-800-Flowers|Flowerama" shop at a retail fixed-location geographical site to be approved by Franchisor (the "Franchised Location"). The co-branded franchise pursuant to the Franchise Agreement shall be referred to as a "Franchised Unit" or "Flowerama Center".

D. Franchisor's presentation of this Addendum to Franchisee for execution shall indicate that Franchisor has accepted Franchisee's application to co-brand its Franchised Unit with "1-800-Flowers" and that the Franchised Location has been approved by Franchisor as suitable for such co-branding.

E. Franchisor and Franchisee desire to amend the Franchise Agreement in the manner set forth in this Addendum. In the event of any conflict or ambiguity between the terms of this Addendum and the Franchise Agreement, the terms of this Addendum shall control.

NOW, THEREFORE, IT IS AGREED:

1. INCORPORATION OF RECITALS AND DEFINED TERMS.

a. The recitals set forth in Paragraphs A through E above are true and correct and are hereby incorporated by reference into the body of this Addendum.

b. Unless otherwise indicated, defined terms contained in the Franchise Agreement shall have the identical meanings in this Addendum; however, all references to the "Franchised Unit" in the Franchise Agreement and this Addendum shall mean and refer to the co-brand Franchised Unit and all

references to the "Franchised Location" in the Franchise Agreement shall mean and refer to the co-brand Franchised Location, unless the context indicates otherwise.

2. USE OF MARKS.

a. Grant. Franchisor hereby grants Franchisee during the term of the Franchise Agreement, a limited, non-exclusive and personal license to use the Marks, the Trade Practices and the System exclusively in connection with the continuous operation of a Franchised Unit throughout the term of the Franchise Agreement at the Franchised Location identified on Exhibit A, attached to the Franchise Agreement and incorporated into the Franchise Agreement by reference. Franchisee understands and acknowledges that the Franchise Agreement does not confer upon Franchisee any territorial exclusivity, and that Franchisee may face competition from other franchisees, from outlets that Franchisor owns, or from other channels of distribution or competitive brands that Franchisor controls.

b. Reservation of Rights. Franchisee acknowledges and agrees that notwithstanding the provisions of Paragraph 2(a) above, Franchisor shall hold and retain the unrestricted right to develop, own and operate, by itself, through its affiliates, or by its franchisees, and to grant others the right to develop, own and operate and issue licenses and franchises to others to develop, own and operate:

(i) Flowerama units and other businesses or systems, including, without limitation, retail flower shops which operate under the marks and trade names of Franchisor's affiliates, utilizing the System and Trade Practices anywhere.

(ii) Other methods and channels of distribution utilizing the Marks, the System and Trade Practices and/or the marks and trade names of Franchisor's affiliates, including the "1-800-Flowers" trademarks, trade names and service marks, anywhere, including, without limitation, toll-free "1-800", "1-888", "1-866" and "1-877" telephone numbers, domain names, URLs, on-line computer networks and services, the Internet (including, without limitation, any so-called "virtual stores"), kiosks, carts, concessions, satellite units, other mobile, remote, limited service or non-permanent facilities or other retail operations as a part of larger retail venues such as department stores, supermarkets, shopping malls or in public areas such as amusement parks, airports, train stations, public facilities, college and school campuses, arenas, stadiums, hospitals, office buildings, convention centers, airlines (in-flight service) and military bases.

c. Notice of Claim. In the event of any claim of infringement of or challenge to Franchisee's use of the Marks, Franchisee shall immediately notify Franchisor in writing of the facts of such claim or challenge. Franchisor shall use commercially reasonable efforts to protect and defend Franchisee's use of the Marks as licensed hereunder.

d. Reimbursement to Franchisee. Franchisor shall cause the 1-800-Flowers Marketing Fund to reimburse Franchisee for all damages for which it is held liable in any proceeding described in Section 2(c) above; however, the foregoing obligation of Franchisor to protect, defend and cause the 1-800-Flowers Marketing Fund to reimburse Franchisee will exist only if Franchisee has used the Marks which are the subject of the controversy in strict accordance with the provisions of the Franchise Agreement, this Addendum and Franchisor's rules, regulations, procedures, requirements and instructions and Franchisee has notified Franchisor of the challenge as required by Section 2(c) above.

e. Franchisor's Right to Control. Any action to be taken in the event of a claim or challenge to any of the Marks shall be solely in Franchisor's discretion. Franchisor shall have the sole right to

control any legal actions or proceedings resulting therefrom. Any actions taken to protect the Marks shall also be within Franchisor's sole discretion and control. Franchisee agrees to cooperate fully with Franchisor, or its designee, in the prosecution or defense of any claim or challenge concerning any of the Marks.

f. Discontinued Use. In the event it becomes advisable or desirable at any time, in Franchisor's sole and absolute discretion, for Franchisee, alone or in conjunction with other franchisees of Franchisor, to modify or discontinue the use, in whole or in part, of any one or more of the Marks, or to use one or more additional or substitute marks, Franchisee agrees to immediately comply with Franchisor's instructions in that regard. Franchisee shall be responsible for all costs which may be incurred to comply with this obligation.

g. Notice. Franchisee shall indicate the required trademark, service mark or copyright notices in the form specified by Franchisor in connection with Franchisee's use of all trademarked and copyrighted items.

h. Franchisor's Property. Franchisee acknowledges and agrees that at all times and in all respects, the Marks are the sole property of Franchisor, its parent and/or its affiliates and that Franchisee has only a license to use such Marks according to the provisions hereof. Franchisee shall not acquire any proprietary rights of ownership in any of said Marks, it being the intention of the parties that all use of the Marks by Franchisee shall at all times inure to Franchisor's benefit. Franchisee shall make no application for registration of any Mark and shall not at any time do or suffer to be done any act or thing which will in any way impair Franchisor's rights in and to the Marks without Franchisor's prior written consent and upon terms and conditions satisfactory to Franchisor. Franchisee's right to use the Marks is derived solely from the Franchise Agreement and this Addendum, and is limited to Franchisee's operation of the Franchised Unit pursuant to and in compliance with the Franchise Agreement, this Addendum and all system standards which Franchisor may prescribe from time to time. Any unauthorized use of the Marks shall constitute a default under the Franchise Agreement. Franchisee agrees to take no action which will interfere with the Marks.

i. Quality Control and Inspection. Franchisee undertakes to use the Marks solely in accordance with the standards, specifications and instructions approved and set by Franchisor and only in relation to such goods and/or services as approved by Franchisor. Franchisor shall have the right, at all reasonable times, at the Franchised Unit and elsewhere, to inspect the products and services on which the Marks shall be used as Franchisor considers necessary to carry out the purposes of inspection as part of appropriate quality control. Upon request, Franchisee shall submit to Franchisor all packages, labels, advertising, displays, advertising brochures and other materials used in connection with the goods and/or services bearing the Marks and Franchisee specifically undertakes to amend to Franchisor's satisfaction any such package, labels, advertising displays, advertising brochures and other materials which are not approved by Franchisor.

j. Reimbursement to Franchisor. Franchisor shall be entitled to receive reimbursement from the 1-800-Flowers Marketing Fund for any legal fees and costs which are incurred in connection with the review and/or litigation of matters relating to the use or dissemination of signs or other written materials displaying the Marks which are developed for the marketing, promotion and enhancement of the System.

k. Modifications. Franchisee acknowledges and agrees that from time to time Franchisor or its parent may change or modify the Trade Practices and the System, including the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new products, new equipment or new techniques. Franchisee shall, either alone, or in conjunction with other franchisees of

Franchisor, accept, use and display any such changes in the Trade Practices and the System, including new or modified trade names, trademarks, service marks or copyrighted materials, new products, new equipment or new techniques, as if they were in effect at the time of Franchisee's execution of the Franchise Agreement. Franchisee shall make such expenditures as such changes or modifications may require and shall do so within the time set forth by Franchisor, or if no time is specified, within a reasonable time.

3. TERM OF FRANCHISE.

a. Term. The term of the Franchise Agreement shall be for a period of ten (10) years (the "Initial Term"), unless the parties agree otherwise, commencing on the date the Franchised Unit is opened, unless sooner terminated as provided in the Franchise Agreement. Franchisee shall have no right or option to extend or renew the Franchise Agreement. Following the opening of the Franchised Unit or an Assignment to Franchisee, Franchisor and Franchisee shall complete and execute Exhibit A attached to the Franchise Agreement to memorialize the commencement date and the expiration date of the Franchise Agreement.

(i) If the term of the Master Lease and Sublease or Franchisee's Third Party Lease is for less than ten (10) years, including any extension of the term, the Initial Term of the Franchise Agreement shall be for a term identical to the term of the Master Lease (less one (1) day) or Franchisee's Third Party Lease, as the case may be, except as otherwise provided in the Franchise Agreement.

(ii) If the term of the Master Lease and Sublease or Franchisee's Third Party Lease is for less than ten (10) years, the Franchise Agreement shall not terminate at the expiration of the subject lease if Franchisee is able to lease a mutually acceptable new site within Franchisee's trade area, within one hundred twenty (120) days after the expiration of the term of the Master Lease or the Third Party Lease and open the new Franchised Unit for business within ninety (90) days thereafter. In such event, Franchisee shall have the right to operate the Franchised Unit at the new site only for the remainder of the ten (10) year Initial Term of the Franchise Agreement.

b. Conditions for a Renewal Franchise. Upon expiration of the term of the Franchise Agreement, Franchisor shall have the right to extend the term of the Franchise Agreement and to grant Franchisee a renewal franchise for the Franchised Unit on the terms set forth in Franchisor's then-current form of Franchise Agreement for an additional term as described in Paragraph 3(a) above, provided that Franchisee is eligible for a renewal franchise at such time in accordance with Franchisor's requirements and policies as set forth in Franchisor's Franchise Operations and Brand Standards Manual and other manuals (the "Manuals") or other directives from time to time and provided that each of the following conditions are satisfied:

(i) Franchisee shall have been in compliance with the terms and conditions of the Franchise Agreement and any other agreement between Franchisor and its affiliates and Franchisee throughout the term of the Franchise Agreement, as determined by Franchisor, in its sole and absolute discretion, including, without limitation, in the payment of all fees, rents and other expenses due to Franchisor or its affiliates as required by the terms of the Franchise Agreement and any other agreement between Franchisor or its affiliates and Franchisee, in the satisfaction of operating standards at the Franchised Unit as required by the terms of the Franchise Agreement and the Manuals, in the participation in marketing programs promoted by us and as otherwise required by Franchisor or its affiliates under the Franchise Agreement, the Manuals, and any other agreement between Franchisor or its affiliates and Franchisee.

(ii) Franchisor shall have determined that the Franchised Location remains suitable for the operation of a Franchised Unit under our then current site criteria and Franchisee maintain a right to possession of the Franchised Location.

(iii) Franchisee shall not have committed three (3) or more defaults of the Franchise Agreement during any eighteen (18) month period during the preceding ten (10) years, which were subject to notices of default issued by Franchisor, whether or not the defaults were cured.

(iv) Franchisee renovate and remodel the Franchised Unit as required by Franchisor to conform to, and maintain, the brand, standards, specifications, format and style of Franchised Units, prior to the date that the renewal franchise is to be effective.

(v) Franchisee shall comply with Franchisor's then-current qualification and training requirements prior to the effective date of the renewal franchise.

(vi) Franchisee shall execute Franchisor's then-current Franchise Agreement ("Renewal Franchise Agreement").

(vii) Franchisee shall execute a general release, in a form prescribed by Franchisor, of any and all claims which Franchisee may have or believe to have against Franchisor and/or its affiliates and their respective officers, directors, agents and employees, whether the claims are known or unknown, which are based on, arise from or relate to the Franchise Agreement, the Franchised Unit or the Franchised Location, as well as claims, known or unknown, which are not based on, do not arise from or do not relate to the Franchise Agreement, the Franchised Unit or the Franchised Location but which relate to other franchise agreements, Franchised Units, franchised locations and other agreements between Franchisor or its affiliates and Franchisee which arose on or before the date of the general release, including, without limitation, all obligations, liabilities, demands, costs, expenses, damages, claims, actions and causes of action, of whatever nature, character or description, arising under federal, state and local laws, rules and ordinances (provided, however, that all rights enjoyed by Franchisee and any causes of action arising in Franchisee's favor from the provisions of Article 33 of the New York General Business Law ("GBL") and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provisions of GBL Sections 687.4 and 687.5 be satisfied).

(viii) Franchisee shall pay to Franchisor a renewal franchise fee ("Renewal Franchise Fee") in an amount equal to Thirty Thousand and 00/100 Dollars ($30,000.00). If the term of the Renewal Franchise Agreement is less than ten (10) years, then the Renewal Franchise Fee may be reduced accordingly.

c. Grant of Renewal Franchise. Franchisor shall provide Franchisee with written notice of Franchisee's eligibility to acquire a renewal franchise six (6) months prior to the scheduled expiration date of the term of the Franchise Agreement in the following manner:

(i) Franchisor shall agree to grant Franchisee a renewal franchise; or

(ii) Franchisor shall agree to grant Franchisee a renewal franchise provided that designated deficiencies at the Franchised Unit or in Franchisee's operation of the Franchised Unit are corrected; or

(iii) Franchisee shall execute Franchisor's then-current Franchise Agreement and shall pay Franchisor the sum of Thirty Thousand and 00/100 Dollars ($30,000.00) as a renewal franchise fee prior to the scheduled expiration date of the term of the Franchise Agreement.

(iv) Franchisor shall not grant Franchisee a renewal franchise if Franchisor determines that Franchisee have not had a history of compliance with the terms and conditions of the Franchise Agreement, and/or the Manuals, and/or other directives from Franchisor, and/or any other agreement between Franchisor or its affiliates and Franchisee during the term of the Franchise Agreement.

Notice under Paragraph 3(c)(i) above shall specify the work necessary to renovate and remodel the Franchised Unit to conform to the standards, specifications, format and style of Franchised Units at the time the renewal franchise is to be effective. Notice under Paragraph 4(c)(ii) above shall specify the actions Franchisee must take to correct the deficiencies at the Franchised Unit or in Franchisee's operation of the Franchised Unit. Notice under Paragraph 4(c)(iii) above shall specify the reasons for Franchisor's decision not to grant Franchisee a renewal franchise.

4. INITIAL FRANCHISE FEE.

Franchisee shall pay Franchisor an initial franchise fee of Thirty Five Thousand and 00/100 Dollars ($35,000.00) for a license to use the Marks and the Trade Practices concurrently with Franchisee's execution of the Franchise Agreement and this Addendum; provided, however, that if the Franchise Agreement is for Franchisee's second (2nd) or later Franchised Unit, the initial franchise fee payable under the Franchise Agreement shall be reduced to Seventeen Thousand Five Hundred and 00/100 Dollars ($17,500.00). Franchisee acknowledges and agrees that in consideration of Franchisor's expenses and administrative costs incurred in connection with this franchise and as compensation for Franchisor's lost or deferred opportunities to grant this franchise to others, the grant of this franchise and Franchisor's undertakings and agreements contained in the Franchise Agreement constitute the sole and only consideration for the payment of the initial franchise fee and that the initial franchise fee shall be fully earned by us upon the parties' execution of the Franchise Agreement and this Addendum and shall be non-refundable. If the term of the Franchise Agreement is less than then (10) years, then the initial franchise fee may be reduced accordingly.

5. 1-800-FLOWERS MARKETING FUND.

a. Marketing Fund Contribution. Upon notification from Franchisor that the 1-800-Flowers Marketing Fund has been reinstated, Franchisee shall contribute two percent (2%) of the Franchised Unit's Gross Sales to the 1-800-Flowers Marketing Fund. Such contribution shall be payable on the tenth (10th) day of each month based on Gross Sales generated in the previous calendar month (or the next business day if the tenth (10th) of any month is not a business day).

b. Maintenance of Marketing Fund. The 1-800-Flowers Marketing Fund shall be maintained and administered by Franchisor or its designee as follows. All references herein to "Franchisor" shall be deemed to include any designated party to which Franchisor has delegated the rights and responsibilities described herein.

(i) Franchisor shall direct all national and regional marketing programs with sole discretion over the creative concepts, materials and media used in such programs and the placement and allocation thereof. Franchisee acknowledges and agrees that the 1-800-Flowers Marketing Fund is intended to maximize national and regional general public recognition and acceptance of the Marks for the benefit of all

businesses offering 1-800-Flowers products and services. Franchisee further acknowledges and agrees that Franchisor may, but undertakes no obligation in administering the 1-800-Flowers Marketing Fund to, make expenditures for Franchisee which benefit Franchisee or its Franchised Unit directly.

(ii) Franchisor shall, for each of its affiliates' company-owned retail units operating under the 1-800-Flowers name in any market or region in which there are five (5) or more franchised units in operation, make contributions to the 1-800-Flowers Marketing Fund equal to the amount required of comparable units within the System.

(iii) Funds in the 1-800-Flowers Marketing Fund may be used to meet any and all costs of maintaining, administering, directing and preparing national and regional marketing programs for the benefit of all 1-800-Flowers businesses and franchisees, including, without limitation, the cost of preparing and conducting television, radio, outdoor, direct mail, magazine and newspaper advertising campaigns; Yellow Pages advertising; public relations activities; the development and production of collateral materials; employing advertising agencies, public relations firms, and individuals to assist Franchisor; the support and promotion of toll-free telephone numbers, telemarketing systems, on-line computer networks and services, interactive television or other technological advances; and providing grand opening campaigns, promotional brochures and other marketing materials to franchisees in the System.

(iv) From time to time, national and regional marketing programs may feature special items. Advertisements for such programs may provide a "suggested" sales price or provide that advertised special prices are available only at "participating retail units". Because enhancing the brand's and the System's competitive position and consumer acceptance for the System's products and services is a paramount goal of Franchisor and its franchisees, and because this objective is consistent with the long term interest of the System overall, Franchisor may exercise rights with respect to the pricing of products and services to the fullest extent permitted by then-applicable law. These rights may include (without limitation) prescribing the maximum and/or minimum retail prices which Franchisee may charge customers for the products and/or services offered and sold at its Franchised Unit; recommending retail prices; advertising specific retail prices for some or all products or services sold by Franchisee's Franchised Unit, which prices Franchisee will be compelled to observe; engaging in marketing, promotional and related campaigns which Franchisee must participate in and which may directly or indirectly impact Franchisee's retail prices (such as "buy one, get one free"); and otherwise mandating, directly or indirectly, the maximum and/or minimum retail prices which Franchisee's Franchised Unit may charge the public for the products and services it offers. Franchisor may engage in any such activity either periodically or throughout the term of the Franchise Agreement. Further, Franchisor may engage in such activity only in certain geographic areas (cities, states, regions) and not others, or with regard to certain subsets of franchisees and not others. Franchisee acknowledges and agrees that any maximum, minimum or other prices Franchisor prescribes or suggests may or may not optimize the revenues or profitability of Franchisee's Franchised Unit and Franchisee irrevocably waives any and all claims arising from or related to our prescription or suggestion of Franchisee's Franchised Unit's retail prices.

(v) Franchisor shall receive reimbursement from the 1-800-Flowers Marketing Fund for all actual direct expenses of Franchisor and its affiliates (including, without limitation, the salaries and benefits of employees of Franchisor or its affiliates) incurred in connection with the development, supervision and administration of the national and regional marketing programs and the 1-800-Flowers Marketing Fund and for all indirect expenses incurred or allocable to Franchisor or its affiliates in connection with Franchisor's development, supervision and administration of the services provided for marketing, promoting and enhancing the System's national and regional image.

(vi) Franchisor will provide Franchisee, at Franchisee's request, with an unaudited annual statement within one hundred twenty (120) days after the end of Franchisor's fiscal year summarizing the expenditures of the 1-800-Flowers Marketing Fund during the previous fiscal year.

(vii) Franchisor shall have the sole and absolute right to settle any claims with Franchisee and any other franchisee relating to marketing fees, in Franchisor's sole and absolute discretion, and shall not incur any liability to the 1-800-Flowers Marketing Fund, Franchisee or to other franchisees because of such a settlement.

(viii) Any portion of the 1-800-Flowers Marketing Fund which is not spent during the fiscal year in which it accrues may be spent by the 1-800-Flowers Marketing Fund during any following year.

6. GRAND OPENING MARKETING.

Franchisor shall develop and provide Franchisee with a promotional campaign for the grand opening of the co-branded Franchised Unit for business. Franchisor estimates that Franchisee will spend between Five Hundred and 00/100 Dollars ($500.00) to Two Thousand and 00/100 Dollars ($2,000.00) for such promotional campaign.

7. OPTIONAL MARKETING.

Franchisee may, if it chooses, participate in an optional 1-800-Flowers marketing program that Franchisor's affiliate has established whereby it will produce and distribute to participating franchisees certain marketing materials, including banners, seasonal advertising and similar items. If Franchisee elects to participate in this optional marketing program, Franchisee agrees to pay its affiliate's then-current fee related to Franchisee's participation, which will be billed to Franchisee on a monthly basis. If any payment is not made when due, it is subject to late fees and interest as herein provided, and is a default under the Franchise Agreement and this Addendum.

8. TRANSFER OF FRANCHISE.

a. Restriction on Transfer by Franchisee. To protect the System, the Marks, the Trade Practices, the Flowerama trade secrets and the goodwill associated with the same, the Franchise Agreement shall not be assigned, either voluntarily or by operation of law, without Franchisors prior written consent. Such consent shall not be unreasonably withheld. Franchisor's failure to consent to a proposed assignee who does not have a good credit history, a net worth adequate for the operation of the Franchised Unit, in Franchisor's reasonable judgment, who is a direct or indirect competitor of Franchisor or its affiliates, who does not have sufficient business acumen to properly operate a Franchised Unit or who does not satisfy all of Franchisor's requirements with respect to applicants for new franchisees, including fulfillment of the training requirement, execution and delivery of the current forms of Franchise Agreement then in use by Franchisor (providing for the payment of continuing franchise fees and marketing fees at the then-current rate for new franchisees and the redetermination of the non-competition radius of the Franchised Unit, if any, according to our then current criteria for new franchisees), shall be per-se reasonable. No partial assignment of the Franchise Agreement shall be allowed.

b. Corporation or Limited Liability Company as Proposed Assignee. If the proposed assignee is a corporation or limited liability company, Franchisor shall have the right, as a condition to granting our consent, to require responsible officers and members of the corporation or limited liability company to execute the current Franchise Agreement and to personally guarantee the performance of the corporation or limited liability company thereunder. Additionally, the performance of its obligations shall be guaranteed by all of its shareholders and members as from time to time constituted.

c. Assignment to a Controlled Corporation or Limited Liability Company. If Franchisee is an individual, individuals or a partnership, Franchisor expressly consents to the assignment of this franchise to a corporation or limited liability company formed and controlled by Franchisee to operate the Franchised Unit; provided, however, that Franchisee shall be and remain, together with said corporation and its shareholders, or said limited liability company and its members, jointly and severally liable for all obligations under the Franchise Agreement and for all breaches thereof and, provided further, that Franchisee shall continue to supervise the operation of the Franchised Unit. Franchisee shall immediately notify Franchisor of any such assignment and shall complete all appropriate agreements required by Franchisor as a result thereof. No transfer fee shall be charged by Franchisor for its participation in this type of transfer; provided, however, that a transfer pursuant to this Section 8(c) may occur one (1) time only.

d. Transfers Deemed to be Assignments. If Franchisee is an individual, the transfer of any portion of Franchisee's interest in the Franchise Agreement will be deemed to be an assignment of the Franchise Agreement. If the Franchise Agreement is assigned to a controlled corporation or limited liability company as provided in Section 8(c) above, the transfer from the original shareholders of the corporation or members of the limited liability company of any of the outstanding capital stock or voting power of such corporation or limited liability company will be deemed to be an assignment of the franchise. If Franchisee is a partnership, or if the Franchise Agreement is assigned to a partnership, a transfer of the franchise will be deemed to have occurred when any of all partnership interests have been transferred to other than the original partners who entered into the Franchise Agreement or obtained an assignment of the franchise. All transfers of ownership in a corporate franchisee and a partnership franchisee shall immediately be reported by Franchisee to Franchisor.

e. Training of Assignee. The assignee of the franchise shall complete Franchisor's initial training program in effect for new franchisees prior to assuming responsibility for the operation of the Franchised Unit. Franchisee shall pay us One Thousand Five Hundred and 00/100 Dollars ($1,500.00) as a training fee for the initial training program for the assignee.

f. Execution of Then-Current Agreements. In any approved sale or assignment of this franchise, the assignee shall complete and sign all appropriate forms and agreements required by Franchisor, including, without limitation, Franchisor's then-current Franchise Agreement which shall apply in all respects, including any revision of the amount of continuing franchise fees and marketing fees to be paid by the assignee in accordance with Franchisor's then-current practice, but excluding the term of franchise provision. The term of the franchise to be conveyed to any assignee shall be the balance of the term of the Franchise Agreement, including any option periods. The assignee will be required to update the Franchised Unit to Franchisor's then-current standards prior to acquisition of the franchise.

g. Void Assignment. Any purported assignment of the franchise without Franchisor's prior written consent shall be void and any such attempt to assign or transfer the franchise shall be a breach of the Franchise Agreement.

h. Right of First Refusal. Prior to the sale or assignment by Franchisee of this franchise in a transaction requiring Franchisor's consent, except as otherwise provided in Section 8(c) of the Franchise Agreement, Franchisor shall have the option, exercisable within thirty (30) days after receipt of our notice from Franchisee of the proposed sale or assignment, to purchase this franchise for the price and on the terms and conditions of the proposed sale.

(i) Such notice shall specify the name and address of the proposed assignee, shall enclose a completed franchise application form from the proposed assignee, and shall set forth the price, terms, conditions and date and place of closing of the proposed sale. If Franchisor does not exercise this right and the sale is not completed, or if the terms and conditions of the sale are altered in any way, within such thirty (30) day period, this right of first refusal shall be reinstated and any subsequent proposed sale or the altered terms and conditions of the current transaction, must again be offered to Franchisor in accordance with this Section 8(h).

(ii) If a transfer occurs by virtue of the assignment of more than ten percent (10%) of the capital stock of a corporate franchisee or of more than ten percent (10%) of partnership interests to other than the original partners as described above, Franchisor shall have the option to purchase not only the interests being transferred but also the remaining interests so that our ownership will be one hundred percent (100%). Any purchase of such remaining interests shall be valued on a basis proportionate to the price of the interests initially being offered.

(iii) Should Franchisor elect to exercise its right of first refusal, Franchisor and Franchisee shall take all action necessary to cause Franchisee's lease to be assigned to Franchisor.

i. Conditions of Assignment. In order to obtain Franchisor consent to an assignment of the franchise, Franchisee shall:

(i) Bring all accounts with Franchisor and/or its affiliates current.

(ii) Execute a general release in a form prescribed by Franchisor of all claims which Franchisee may have or believe to have against Franchisor or its affiliates, and their respective officers, directors, agents and employees whether the claims are known or unknown, which are based on, arise from or relate to the Franchise Agreement, the Franchised Unit or the Franchised Location, as well as claims, known or unknown, which are not based on, do not arise from or do not relate to the Franchise Agreement, the Franchised Unit or the Franchised Location but which relate to other franchise agreements, franchised units, franchised locations and other agreements between Franchisor and its affiliates and Franchisee which arose on or before the date of the general release, including, without limitation, all obligations, liabilities, demands, costs, expenses, damages, claims, actions and causes of action, of whatever nature, character or description, arising under federal, state and local laws, rules and ordinances, provided, however, that all rights enjoyed by Franchisee and any causes of action arising in Franchisee's favor from the provisions of Article 33 of the GBL and the regulations issued thereunder shall remain in force; it being the intent of this provision that the non-waiver provisions of GBL Sections 687.4 and 687.5 be satisfied.

(iii) Agree and require the assignee to agree in all appropriate documents that all payments and obligations which become due and owing to Franchisor or its affiliates from the assignee following the effective date of the transfer shall have a first priority and be superior to the payment of any obligations owed to Franchisee by the assignee resulting from the assignment of the franchise by Franchisee to the assignee.

(iv) Pay Franchisor the sum of Ten Thousand and 00/100 Dollars ($10,000.00), representing Franchisor's administrative costs in effecting the assignment, including Franchisor's costs of processing and qualifying the assignee and preparing the necessary assignment documentation, plus Franchisor's out of pocket costs associated with the transfer, including costs of attorneys' fees associated with the transfer.

(v) Complete, or have Franchisee's assignee complete, all maintenance, renovations and remodeling of the Franchised Unit to conform to Franchisor's then-current public image for new or remodeled Franchised Units.

(vi) Use an independent third party escrow company in connection with any purchase and sale transaction with a transferee/assignee.

(vii) At Franchisor's request, Franchisee, as assignor, shall execute a continuing guarantee in Franchisor's favor of the performance and payment by the proposed buyer, as assignee, of all obligations and debts to Franchisor and its affiliates under the new Franchise Agreement.

j. Franchisee's Death. In the event of Franchisee's death, this franchise and the Franchised Unit may pass by will or intestate succession, as applicable, provided the Franchised Unit is operated in accordance with the Franchise Agreement during any period of probate or administration. Any transfer by will or intestate succession, or the sale of this franchise by the executor or administrator of Franchisee's estate, shall be considered to be a transfer requiring compliance with the provisions of this Article 8, including the requirements concerning our written approval of the assignee, his qualifications and training, his execution of agreements and the payment of the training fee and administrative fee set forth in Sections 8(e) and 8(i)(iv) of the Franchise Agreement. In the event Franchisor does not approve the qualifications of any heir of beneficiary of Franchisee's to operate the Franchised Unit, the executor or administrator of Franchisee's estate shall have a period of six (6) months following our written disapproval to sell the Franchised Unit to an assignee acceptable to Franchisor. If such a sale is not concluded within that period, Franchisor may terminate the Franchise Agreement.

l. Assignment by Franchisor. The Franchise Agreement is fully transferable by Franchisor, in whole or in part, without Franchisee's consent and shall inure to the benefit of any transferee or their legal successor to our interests in the Franchise Agreement; provided, however, that such transferee and successor shall expressly agree to assume Franchisor's obligations under the Franchise Agreement. Without limiting the foregoing, Franchisor may (i) assign any or all of Franchisor's rights and obligations under the Franchise Agreement to an affiliate; (ii) sell Franchisor's assets, Franchisor's marks, or the System outright to a third party; (iii) engage in a public offering of Franchisor's securities; (iv) engage in a private placement of some or all of Franchisor's securities; (v) merge, acquire other corporations, or be acquired by another corporation; or (vi) undertake a refinancing, recapitalization, leveraged buy-out or other economic or financial restructuring. Franchisor shall be permitted to perform such actions without liability or obligation to Franchisee who expressly and specifically waives any claims, demands or damages arising from or related to any or all of the above actions (or variations thereof). With regard to any of the above sales, assignments and dispositions, Franchisee expressly and specifically waive any claims, demands or damages arising from or related to the loss of Franchisor's name, the Marks (or any variation thereof) and System and/or the loss of association with or identification of Flowerama of America, Inc. as franchisor under the Franchise Agreement. Franchisee specifically waives any and all other claims, demands or damages arising from or related to the foregoing merger, acquisition and other business combination activities including, without limitation, any claim of

divided loyalty, breach of fiduciary duty, fraud, breach of contract or breach of the implied covenant of good faith and fair dealing. Franchisee agrees that Franchisor has the right, now or in the future, to purchase, merge, acquire or affiliate with an existing competitive or non-competitive franchise network, chain or any other business regardless of the location of that chain's or business' facilities, and to operate, franchise or license those businesses and/or facilities as Franchised Units operating under the Marks or any other marks following our purchase, merger, acquisition or affiliation, regardless of the location of these facilities (which Franchisee acknowledges may be proximate to the Franchised Unit). Franchisor shall have no liability for the performance of any obligations contained in the Franchise Agreement after the effective date of such transfer or assignment.

9. DEFAULTS.

Franchisee acknowledges and agrees that complete performance of all the terms of the Franchise Agreement is necessary for the protection of Franchisor and the Trade Practices and that complete and exact performance by Franchisee of each of Franchisee's promises contained in the Franchise Agreement is a condition to the continuance of this franchise. In addition to all other remedies which may be available to Franchisor, Franchisor shall have the right to terminate the Franchise Agreement upon the occurrence of any of the following events:

a. Acts of Immediate Termination. Termination shall be effective immediately upon delivery of a notice of default, with no right to cure, where the grounds for termination are:

(i) The expiration of the term of the Franchise Agreement or the expiration or termination of Franchisee's lease, except as otherwise provided in Section 3(b) above.

(ii) The voluntary abandonment of the Franchised Unit for a continuous period of five (5) days or abandonment of the franchise relationship by Franchisee.

(iii) The conviction of Franchisee, or any of Franchisee's principals if Franchisee is a partnership, a corporation or a limited liability company, in a court of competent jurisdiction of any offense directly related to the business conducted pursuant to this franchise or any offense which may tend to adversely affect the goodwill or reputation of Franchisor or its affiliates, Franchisee or the System, or the commission of any offense directly related to the business conducted pursuant to this franchise or any offense which may tend to adversely affect the goodwill or reputation of us or our affiliates, Franchisee or the System.

(iv) Any affirmative act of bankruptcy or insolvency by Franchisee, or any of Franchisee's principals if Franchisee is a partnership, a corporation or a limited liability company, or the filing by Franchisee, or any of Franchisee's principals if Franchisee is a partnership, a corporation or a limited liability company, of any petition or action in bankruptcy or insolvency, or for appointment of a receiver or trustee, or an assignment by Franchisee, or any of Franchisee's principals if Franchisee is a partnership, a corporation or a limited liability company, for the benefit of creditors, or the failure to vacate or dismiss within sixty (60) days after filing any such proceedings commenced against Franchisee by a third party.

(v) Franchisee's failure to maintain reasonable and satisfactory procedures to record Franchisee's Gross Sales at the Franchised Unit or to accurately report Franchisee's Gross Sales at the Franchised Unit to Franchisor, or Franchisee's failure to make available to us upon our request any of the sales records for the Franchised Unit described the Franchise Agreement or in the Manuals within five (5) years of their generation, or the disclosure by an examination or audit of Franchisee's financial books and records and supporting materials, of an understatement of Gross Sales of three percent (3%) or more which results in a

deficiency in Franchisee's payment of all continuing franchise fees and/or marketing fees due to Franchisor under the terms of the Franchise Agreement, or the disclosure of the use of a centralized telephone system or of any inter-store or intra-store transmission of wire sales by Franchisee at, to or from the Franchised Unit without Franchisor's prior written consent, or the disclosure of the use of the same by Franchisee with Franchisor's prior written consent which results in an understatement of Gross Sales and a deficiency in Franchisee's payment of all continuing franchise fees and/or marketing fees due to us under the terms of the Franchise Agreement or any other use of inter-store or intra-store transmissions of wire sales to understate Gross Sales.

(vi) The purported assignment, transfer, or subfranchise of this franchise, or any right under the Franchise Agreement by Franchisee, without Franchisor's prior written consent.

(vii) Franchisee's understatement of Gross Sales more than once during the term of the Franchise Agreement.

(viii) Franchisee's repeated failure to comply with the terms of the Franchise Agreement, or any of them, of any nature, cured or uncured, after notice from Franchisor.

(ix) If Franchisee has not selected an approved Franchised Location within six (6) months from the date of the Franchise Agreement.

b. Attachment of Involuntary Lien. The attachment of any involuntary lien in the sum of $1,000 or more upon any of Franchisee's business assets or property, which lien is not promptly removed.

c. Other Agreements. Default under any other agreement between Franchisor or its affiliates and Franchisee, including, without limitation, a default by Franchisee under the BloomNet Membership Agreement or BloomNet Technologies Systems Agreement with BMT, which default is not cured within the period required in said agreement.

d. Conduct of Business. Conduct of the business of the Franchised Unit in such a manner so as to affect materially and adversely the goodwill or reputation of Franchisor or its products.

e. Loss of Franchised Location. If during the term of the Franchise Agreement, or any extension or renewal thereof, the right to occupy the Franchised Location is lost and a new site satisfactory to Franchisor and Franchisee is not leased within one hundred twenty (120) days.

f. Failure to Operate. Failure to operate the Franchised Unit during such days and hours as may be specified in accordance with the Franchise Agreement.

g. Failure to Pay Fees. Franchisee's failure to make timely payment to Franchisor of any and all royalty fees and marketing fees payable pursuant to the Franchise Agreement.

h. Other Failures to Pay. Franchisee's failure to make timely payments upon any obligation of Franchisee upon which Franchisor have advanced any funds for Franchisee or on Franchisee's behalf, or upon which we are acting as a guarantor of Franchisee, or default upon or breach of any provision of any promissory note or other evidence of indebtedness or any agreement relating thereto concerning any obligation of Franchisee which arises from the Franchised Unit.

i. Failure to Comply. Failure to comply with the site selection requirements of the Franchise Agreement, or any or all of the terms of the Franchise Agreement or any other agreement between Franchisor or its affiliates and Franchisee, or failure to comply with any federal, state or local law or regulation applicable to the operation of the Franchised Unit for a period of ten (10) days after having received notification of noncompliance from us or any governmental or quasi-governmental agency or authority.

j. Franchise as Security. Default in the repayment or performance of any obligation or financing transaction with third parties where this franchise, the Franchised Location or any asset of Franchisee pertaining to this franchise is pledged as security for Franchisee's performance.

k. Failure to Open After Notice. If Franchisee fail to construct, fixturize, equip and open the Franchised Unit for business within thirty (30) days after written notice to Franchisee to do so is given, unless Franchisee is excused by circumstances beyond Franchisee's control.

l. Failure to Comply with Applicable Law. If Franchisee fails, for a period of ten (10) days after notification of noncompliance, to comply with any federal, state or local law or regulation applicable to the operation of the franchise.

m. Otherwise Incurable. Default in any obligation under the Franchise Agreement or any other agreement between Franchisor and Franchisee that is not by its nature capable of being cured by Franchisee.

n. Right to Cure. If Franchisee shall be in default in the performance of any of the terms of the Franchise Agreement, Franchisor, in addition to all other remedies available to Franchisor at law or in equity, may declare the Franchise Agreement automatically terminated unless:

(i) The default is cured within ten (10) days after written notice thereof from Franchisor to Franchisee, if the default complained of is the payment of an obligation due to Franchisor, its affiliates or to a third party such as a landlord or trade vendor.

(ii) The default is cured within thirty (30) days after written notice thereof from Franchisor to Franchisee, if the default complained of is a non-monetary default not included in Section 9(a) above; however, if a qualifying non-monetary default is of a nature that more than thirty (30) days are reasonably required to cure, Franchisee shall commence to cure the default within said thirty (30) day period and shall proceed with such cure with due diligence and within the period, if any, designated by Franchisor as the allowable additional time within which the cure must be accomplished.

o. Notice Required By Law. Notwithstanding anything to the contrary contained in this Article 9, in the event any valid, applicable law of a competent governmental authority having jurisdiction over the Franchise Agreement and the parties shall limit Franchisor's rights of termination under the Franchise Agreement or shall require longer notice periods than those set forth above, the Franchise Agreement shall be deemed amended to conform to the minimum notice periods or restrictions upon termination required by such laws and regulations. Franchisor shall not, however, be precluded from contesting the validity, enforceability or application of such laws or regulations in any action, arbitration, hearing or dispute relating to the Franchise Agreement or the termination of the Franchise Agreement.

p. Cross-Default. Any default by Franchisee under the terms and conditions of the Franchise Agreement, Lease or any other agreement between Franchisor or its affiliates shall be deemed to be

a default of each and every other agreement. In the event of termination, for any cause, of the Franchise Agreement or any other agreement between Franchisor and Franchisee, Franchisor may, at its option, terminate any or all said agreements.

q. Interim Management. In each of the foregoing cases, Franchisor (and any of its affiliates) will have all remedies allowed at law, including termination of Franchisee's rights (and/or those of any person/company affiliated with Franchisee) and Franchisor (and/or its affiliates') obligations. No right or remedy which Franchisor may have (including termination) is exclusive of any other right or remedy provided under law or equity and we may pursue any rights and/or remedies available. To protect the Flowerama System, the Marks, the Flowerama trade secrets and the goodwill associated with the same, after Franchisor have given Franchisee written notice that Franchisee is in default, we may (but are not obligated to) assume interim management of the Flowerama Center during the pendency of any cure period or in lieu of immediately terminating the Franchise Agreement. If Franchisor elects to assume interim management of the Flowerama Center (i) Franchisor election will not relieve Franchisee of Franchisee's obligations under the Franchise Agreement; (ii) Franchisor will not be liable for any debts, losses, costs or expenses incurred in the operation of the Flowerama Center during any interim management period; (iii) Franchisor will have the right to charge a reasonable fee for the management services; and (iv) Franchisee agrees to, and hereby does, indemnify and hold Franchisor harmless against any and all claims, demands, judgments, fines, losses, liabilities, costs, amounts paid in settlement and reasonable expenses (including, but not limited to attorneys' fees) incurred in connection with the interim management of the Flowerama Center, other than those arising solely from Franchisor's gross negligence or willful misconduct.

10. RIGHT TO PURCHASE.

Upon termination of the Franchise Agreement, Franchisor shall have the option, in its sole and absolute discretion, to purchase the tangible assets at the Franchised Unit operated by Franchisee on the following terms and conditions:

a. Franchisor shall give written notice to Franchisee of its exercise of Franchisor's option to purchase the "tangible assets" at the Franchised Unit, or any portion thereof, if at all, within thirty (30) days following the date of termination of the Franchise Agreement. For purposes of this Article 10, the term "tangible assets" shall mean only the leasehold improvements, furniture, fixtures, equipment and interior and exterior signs at the Franchised Unit.

b. The purchase price for the tangible assets shall be their then-current fair market value less the amount of all fees and obligations due to Franchisor or its affiliates from Franchisee and less the amount of any current and long term liabilities of the Franchised Unit to be assumed by Franchisor as described in Section 10(d) below. The purchase price shall not contain any amount for "goodwill", "going concern value" or initial franchise fees, continuing franchise fees, marketing fees or any other sums paid to Franchisor by Franchisee prior to the termination of the Franchise Agreement. In addition, the purchase price shall not include payment for any inventory or supplies or leasehold improvements, equipment, fixtures or signs which Franchisor deems obsolete or have theretofore designated as failing to meet quality standards for the System.

c. The amount of the purchase price shall be included by Franchisor in its notice of Franchisor' exercise of the option to purchase the tangible assets. If Franchisee does not accept Franchisor's purchase price for the tangible assets within twenty (20) days following the date of Franchisor' notice under Section 10(a) above, the purchase price shall be determined as follows:

(i) Within ten (10) days thereafter, each party shall name an appraiser to independently ascertain the purchase price in accordance with the criteria set forth in Sections 22(a) and (b) above. If the two appraisals are in "substantial agreement," the "average" of the two appraisals will be the purchase price. For this purpose, the term "substantial agreement" means a difference in the two appraisals of less than fifteen percent (15%) of the higher appraisal and the term "average" means one-half (1/2) of the sum of the two appraisals.

(ii) If the two appraisals are not in substantial agreement, the two appraisers will jointly choose a third appraiser within ten (10) days of the date that the last appraisal is delivered to the parties who shall conduct his appraisal of the tangible assets within thirty (30) days. If a third appraiser is utilized, the purchase price will be the average of the two appraisals which are closest to each other.

(iii) The parties shall share equally the fees and expenses of the third appraiser, but each party shall be responsible for the fees and expenses of his or its appraiser. Each party shall bear its own expenses in presenting evidence to the appraisers.

(iv) In determining the purchase price of the tangible assets, the appraisers shall consider all relevant material submitted to them by the parties or otherwise obtained by them and shall set forth their determinations in writing, together with their opinions and the considerations on which the opinions are based, with a signed counterpart to be delivered to each party within thirty (30) days.

d. The purchase price of the tangible assets shall be reduced by the current and long term liabilities of the Franchised Unit (except liabilities owed to Franchisee or Franchisee's principals) to be assumed by Franchisor, up to the amount of the purchase price, subject to all defenses available to Franchisee.

e. The balance of the purchase price remaining after the deductions described in Section 10(d) above shall be payable to Franchisee as follows:

(i) Ten percent (10%) of the balance due will be paid in cash as a down payment on the date of the close of escrow.

(ii) The amount remaining due will be evidenced by a promissory note providing for payment of this sum, together with interest at a rate equal to the prime lending rate then charged by our principal bank determined as of the date of the close of escrow, in sixty (60) equal monthly installments of principal and interest commencing on the first day of the second calendar month following the date of the close of escrow and continuing on the same day of each consecutive month until paid in full.

f. The close of escrow shall occur within forty-five (45) days after the final determination of the purchase price for the tangible assets. Bulk transfer costs shall be paid by Franchisee. Escrow costs shall be shared equally by Franchisor and Franchisee.

g. If Franchisor purchases the tangible assets, Franchisee shall, at Franchisor's request, immediately assign to Franchisor any interest which Franchisee have in any lease for the Franchised Location. If Franchisee fails or refuses to comply with the requirements of this Section 10(g) following Franchisor's demand that Franchisee do so, Franchisor shall have the right to immediately enter into negotiations with the landlord regarding assignment and assumption of the lease and to enter the Franchised Location and conduct business at the Franchised Unit, without being guilty of trespass or any other tort. In addition, Franchisor may

make or cause to be made such changes to the Franchised Unit as may be required to enable Franchisor, its affiliates, or another franchisee of Franchisor to continue the operation of a Franchised Unit at the Franchised Location, all at Franchisee's expense, which expense Franchisee shall pay to Franchisor upon demand.

h. Franchisor shall have the right to assign Franchisor's option to purchase the tangible assets at the Franchised Unit and to obtain an assignment of any lease to an assignee of Franchisor's choice.

11. GENERAL.

a. Titles. The titles used herein are for purposes of convenience only and shall not be used in construing the provisions hereof.

b. Consultation with Advisors. Franchisee acknowledges that Franchisee has carefully read this Addendum and all other related documents to be executed concurrently or in conjunction with the execution hereof, that Franchisee has obtained the advice of counsel in connection with entering into this Addendum, that Franchisee understands the nature of this Addendum, and that Franchisee intends to comply herewith and be bound hereby. Franchisee acknowledges that it has read and understood this Addendum and agreements relating thereto, and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Addendum.

c. Further Acts. The parties shall execute such other documents and perform such further acts as may be necessary or desirable to carry out the purposes of this Addendum.

d. Heirs and Successors. This Addendum shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

e. Entire Agreement. This Addendum represents the entire understanding between the parties regarding the subject matter of this Addendum and supersedes all other negotiations, agreements, representations and covenants, oral or written; provided, however, that nothing herein shall disclaim the representations made in the Franchise Disclosure Document that was provided to Franchisee by Franchisor. This Addendum may not be modified except by a written instrument signed by Franchisor and Franchisee. The parties intend this Addendum to be the entire integration of all of their agreements of any nature regarding the subject matter of this Addendum. No other agreements, representations, promises, commitments or the like, of any nature, regarding the subject matter of this Addendum exist between the parties.

f. No Warranties. Franchisee acknowledges and agrees that Franchisor has made no promises, representations, warranties or assurances to Franchisee which are inconsistent with the terms of this Addendum concerning the future profitability or likelihood of success of the Franchised Unit at the Franchised Location, that Franchisee has been informed by Franchisor that there can be no guaranty of success in the Franchised Unit and that Franchisee's business ability and aptitude is primary in determining Franchisee's success.

g. Execution by Franchisor. This Addendum shall not be binding on Franchisor unless and until it shall have been accepted and signed by authorized officers of Franchisor.

h. Counterparts and Electronic Copies. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be

deemed to be one and the same instrument. Signatures transmitted electronically or by facsimile will be deemed original signatures. Electronic copies of this Addendum shall constitute and be deemed an original copy of this Addendum for all purposes, provided that such electronic copies are fully executed, dated and identical in form to the original hard copy version of this Addendum.

i. Notices. All notices or demands shall be in writing and shall be served in person, by Express Mail, by certified mail, by private overnight delivery or by electronic transmission (fax). Service shall be deemed conclusively made: (i) at the time of service, if personally served; (ii) twenty-four (24) hours (exclusive of weekends and national holidays) after deposit in the United States mail, properly addressed and postage prepaid, if served by Express Mail; (iii) upon the earlier of actual receipt or three (3) calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail; (iv) twenty-four (24) hours after delivery by the party giving the notice, statement or demand if by private overnight delivery; and (v) at the time of electronic transmission, if such transmission occurs prior to 5:00 P.M. on a business day and a copy of such notice is mailed within twenty-four (24) hours after the transmission.

Any notice or demand to Franchisor shall be given to:

Flowerama of America, Inc.
5108 Nordic Drive
Cedar Falls, Iowa 50613
Fax: 516-237-4721
Attention: Senior Vice President, Retail Operations

With a copy to:

1-800-Flowers.Com
Two Jericho Plaza, Suite 200
Jericho, , New York 11753
Fax: 516-433-2184
Attention: General Counsel/Corporate Secretary

With a copy to:

1-800-Flowers.Com Franchise Co., Inc.
Two Jericho Plaza, Suite 200
Jericho, New York 11753
Fax: 516-237- 7797
Attention: Senior Vice President, Retail Operations

Any notice or demand to Franchisee shall be given to:

_____
_____
_____
Fax:_____

j. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. In the event of any conflict of law, the law of the State of

New York shall prevail, without regard to the application of New York conflict of law rules. Venue for purposes of any legal proceedings brought in connection with or arising out of this Agreement shall be conclusively presumed to be in the State of New York, County of Nassau or County of Suffolk. Franchisee hereby submits to the exclusive jurisdiction of the Supreme Court of the State of New York, County of Nassau and of the United States District Court in and for the Eastern District of the State of New York. THE PARTIES SPECIFICALLY WAIVE TRIAL BY JURY.

Either party may change its address for the purpose of receiving notices, demands and other communications by a written notice given in the manner set forth above to the other party.

IN WITNESS WHEREOF, the parties have executed this Addendum at Jericho, New York, as of the Effective Date.

FRANCHISOR:	FRANCHISEE:
FLOWERAMA OF AMERICA, INC., An Iowa corporation	_____ A _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

FLOWERAMA OF AMERICA, INC.
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT A-3
CO-BRANDING ADDENDUM TO FRANCHISE AGREEMENT – EXISTING FLOWERAMA CENTER

FLOWERAMA OF AMERICA, INC.

CO-BRAND ADDENDUM TO FRANCHISE AGREEMENT – EXISTING FLOWERAMA CENTER

THIS CO-BRAND ADDENDUM TO FRANCHISE AGREEMENT (this "Addendum") is made _____, (the "Effective Date"), by and between FLOWERAMA OF AMERICA, INC., an Iowa corporation ("Franchisor"), on the one hand, and _____ ("Franchisee"), on the other hand, with reference to the following facts:

A. On _____, Franchisor and Franchisee entered into a Franchise Agreement (the "Franchise Agreement") pursuant to which Franchisor granted Franchisee a license to use the "FLOWERAMA" trademark and system in connection with the operation of a Flowerama Center (the "Franchised Unit") located at _____ (the "Franchised Location").

B. Franchisor's presentation of this Addendum to Franchisee for execution shall indicate that Franchisor has accepted Franchisee's application to co-brand its existing Franchised Unit with "1-800-Flowers" and that the Franchised Location has been approved by Franchisor as suitable for such co-branding.

C. Franchisor and Franchisee desire to amend the Franchise Agreement in the manner set forth in this Addendum. In the event of any conflict or ambiguity between the terms of this Addendum and the Franchise Agreement, the terms of this Addendum shall control.

D. 1-800-Flowers.com, Inc., our Parent company ("FLOWERS"), is the owner of all right, title and interest in and to the trade name, trademark and service mark "1-800-FLOWERS" and other marks ("FLOWERS' Marks"), and has authorized us to offer Flowerama franchisees the right to co-brand with and use FLOWERS' Marks, products and system.

NOW, THEREFORE, IT IS AGREED:

1. INCORPORATION OF RECITALS.

The recitals set forth in Paragraphs A through D above are true and correct and are hereby incorporated by reference into the body of this Addendum.

2. USE OF MARKS.

a. Grant. Franchisor hereby grants to Franchisee during the remaining term of the Franchise Agreement, a limited, non-exclusive and personal license to use the branding "1-800-FLOWERS|FLOWERAMA" exclusively in connection with the operation of the Franchised Unit at the Franchised Location and in the form and manner designated by Franchisor. All references to "Trademarks" in the Franchise Agreement and the "FLOWERS' Marks" in this Addendum shall hereafter mean and refer to "1-800-FLOWERS|FLOWERAMA" together with any other trademarks or service marks Franchisor designates for use at the Franchised Unit (collectively, the "Marks"). Franchisee shall no longer have the right to use, nor shall Franchisee use, the trademark "FLOWERAMA" in connection with the operation of the Franchised Unit at the Franchised Location, except as above provided.

b. Notice of Claim. In the event of any claim of infringement of or challenge to Franchisee's use of the Marks, Franchisee shall immediately notify Franchisor in writing of the facts of such claim or challenge. Franchisor shall protect and defend Franchisee's use of our Marks as licensed hereunder.

c. Reimbursement to Franchisee. Franchisor shall cause the 1-800-Flowers Marketing Fund to reimburse Franchisee for all damages for which it is held liable in any proceeding described in Section 2B; however, the foregoing obligation of Franchisor to protect, defend and cause the 1-800-Flowers Marketing Fund to reimburse Franchisee will exist only if Franchisee has used the Marks which are the subject of the controversy in strict accordance with the provisions of the Franchise Agreement, this Addendum and Franchisor's rules, regulations, procedures, requirements and instructions and Franchisee has notified Franchisor of the challenge as required by Section 2B.

d. Franchisor's Right to Control. Any action to be taken in the event of a claim or challenge to any of the Marks shall be solely in Franchisor's discretion. Franchisor shall have the sole right to control any legal actions or proceedings resulting therefrom. Any actions taken to protect the Marks shall also be within Franchisor's sole discretion and control. Franchisee agrees to cooperate fully with Franchisor, or its designee, in the prosecution or defense of any claim or challenge concerning any of the Marks.

e. Discontinued Use. In the event it becomes advisable or desirable at any time, in Franchisor's sole and absolute discretion, for Franchisee, alone or in conjunction with other franchisees of Franchisor, to modify or discontinue the use, in whole or in part, of any one or more of the Marks, or to use one or more additional or substitute marks, Franchisee agrees to immediately comply with Franchisor's instructions in that regard. Franchisee shall be responsible for all costs which may be incurred to comply with this obligation.

f. Notice. Franchisee shall indicate the required trademark, service mark or copyright notices in the form specified by Franchisor in connection with Franchisee's use of all trademarked and copyrighted items.

g. Franchisor's Property. Franchisee acknowledges and agrees that at all times and in all respects, the Marks are the sole property of Franchisor, its Parent and/or its affiliates and that Franchisee has only a license to use such Marks according to the provisions hereof. Franchisee shall not acquire any proprietary rights of ownership in any of said Marks, it being the intention of the parties that all use of the Marks by Franchisee shall at all times inure to Franchisor's benefit. Franchisee shall make no application for registration of any Mark and shall not at any time do or suffer to be done any act or thing which will in any way impair Franchisor's rights in and to the Marks without Franchisor's prior written consent and upon terms and conditions satisfactory to Franchisor. Franchisee's right to use the Marks is derived solely from the Franchise Agreement and this Addendum, and is limited to Franchisee's operation of the Franchised Unit pursuant to and in compliance with the Franchise Agreement, this Addendum and all system standards which Franchisor may prescribe from time to time. Any unauthorized use of the Marks shall constitute a default under this Agreement. Franchisee agrees to take no action which will interfere with the Marks.

h. Quality Control and Inspection. Franchisee undertakes to use the Marks solely in accordance with the standards, specifications and instructions approved and set by Franchisor and only in relation to such goods and/or services as approved by Franchisor. Franchisor shall have the right, at all reasonable times, at the Franchised Unit and elsewhere, to inspect the products and services on which the Marks shall be used as Franchisor considers necessary to carry out the purposes of inspection as part of appropriate quality control. Upon request, Franchisee shall submit to Franchisor all packages, labels, advertising, displays, advertising brochures and other materials used in connection with the goods and/or services bearing the Marks and Franchisee specifically undertakes to amend to Franchisor's satisfaction any such package, labels, advertising displays, advertising brochures and other materials which are not approved by Franchisor.

i. Reimbursement to Franchisor. Franchisor shall be entitled to receive reimbursement from the 1-800-Flowers Marketing Fund for any legal fees and costs which are incurred in connection with the review and/or litigation of matters relating to the use or dissemination of signs or other written materials displaying the Marks which are developed for the marketing, promotion and enhancement of the System.

j. Modifications. Franchisee acknowledges and agrees that from time to time Franchisor or Parent may change or modify the Trade Practices and the System, including the adoption and use of new or modified trade names, trademarks, service marks or copyrighted materials, new products, new equipment or new techniques. Franchisee shall, either alone, or in conjunction with other franchisees of Franchisor, accept, use and display any such changes in the Trade Practices and the System, including new or modified trade names, trademarks, service marks or copyrighted materials, new products, new equipment or new techniques, as if they were in effect at the time of Franchisee's execution of this Agreement. Franchisee shall make such expenditures as such changes or modifications may require and shall do so within the time set forth by Franchisor, or if no time is specified, within a reasonable time.

3. MODIFICATIONS TO FRANCHISED UNIT.

Franchisor and Franchisee acknowledge and agree that Franchisee shall make the following changes at the Franchised Unit on or before _____

a. Exterior and Interior Signs. All exterior and interior signs at the Franchised Unit shall be replaced with new "1-800-FLOWERS|FLOWERAMA" exterior and interior signs manufactured and installed by vendors approved and/or designated by Franchisor.

b. Delivery Vans, Paper Goods and Uniforms. All artwork, trademarks, branding and logos used on Franchisee's delivery vans, paper goods and employees' uniforms shall also be replaced with like items bearing the "1-800-FLOWERS|FLOWERAMA" branding provided by vendors approved and/or designated by Franchisor. If Franchisee does not currently own the required or approved delivery van, Franchisee shall be obligated to obtain such delivery van, at its own expense.

c. Improvements. Franchisee shall make all repairs and improvements including, without limitation, any leasehold improvements, to the Franchised Unit as required by the store improvement plan ("SIP"), or equivalent documentation, supplied by the Franchisor or its designee.

d. Training. Franchisee and its designee shall attend and complete, to Franchisor's satisfaction, any training program required for the operation of a co-branded Franchised Unit. Such training may, in Franchisor's sole discretion, be waived or postponed.

e. Inventory. Franchisee shall purchase, from the suppliers authorized or designated by Franchisor, any additional inventory necessary for the operation of the Franchised Unit using the Marks.

f. Insurance. Franchisee shall purchase and maintain any insurance coverages required by Franchisor that Franchisee does not currently maintain under the terms of the Franchise Agreement. Franchisee shall provide Franchisor with a certificate of insurance evidencing that all required insurance is in place before the Franchised Unit re-opens as a "1-800-FLOWERS|FLOWERAMA" shop, and thereafter an updated certificate of insurance shall be provided upon renewal of the insurance policies.

4. INDEMNIFICATION AND GENERAL RELEASE.

Franchisee shall defend at its own cost and indemnify and hold harmless Franchisor and its affiliates, and their respective shareholders, directors, officers, employees and agents, and each of them, from and against any and all loss, costs, expenses (including attorneys' fees), claims, damages and liabilities, however caused, resulting directly or indirectly from or pertaining to the use, condition, or construction, equipping, maintenance, administration, supervision or operation of the Franchised Unit, including those resulting from claims arising under the Franchise Agreement, this Addendum or your lease, as applicable. Such loss, claims, costs, expenses, damages and liabilities shall include, without limitation, those arising from latent or other defects in the Franchised Unit, whether or not discoverable by Franchisor, and those arising from the death or injury to any person or arising from damage to the property of Franchisor or Franchisee, their agents or employees, or any third person, firm or corporation, whether or not such losses, claims, costs, expenses, damages, or liabilities were actually or allegedly caused wholly or in part through the active or passive negligence of Franchisor or its affiliates or their respective shareholders, directors, officers, employees or agents or from any strict liability imposed on Franchisor, its affiliates, or their respective shareholders, directors, officers, employees or agents.

For valuable consideration, including the acceptance of Franchisee's request to co-brand the Franchised Location with the branding "1-800-FLOWERS|FLOWERAMA" and to not require any initial franchise fee from Franchisee to do so, the receipt and sufficiency of which is hereby acknowledged, Franchisee hereby releases and forever discharges Franchisor, its affiliates, parents and subsidiaries, and the directors, officers, shareholders, employees, attorneys and agents of said entities, and each of them, from any and all claims, obligations, liabilities, demands, costs, expenses, damages, actions and causes of action, of whatever nature, character or description, known or unknown, suspected or unsuspected (collectively "Damages"), which arose, directly or indirectly, on or before the date of this Addendum, including any Damages with respect to the Franchise Agreement and the Franchised Unit operated pursuant to such Franchise Agreement, as well as any representations made by, or obligations undertaken by, Franchisor in the Disclosure Document that was provided to Franchisee by Franchisor.

Franchisee acknowledges that Franchisee is aware that Franchisee may hereafter discover claims or facts in addition to or different from those which Franchisee now knows or believes to be true with respect to the released items, and the claims relative thereto, which do now exist, may exist, or heretofore have existed between Franchisor, affiliates, parents and subsidiaries, and the directors, officers, shareholders, employees, attorneys and agents of said corporations, and each of them, on the one hand, and Franchisee, on the other hand, with respect to such released items. In furtherance of such intention, this release shall be and remain in effect as a full and complete release of such released items, notwithstanding the discovery or existence of any such additional or different claims or facts relating thereto.

5. 1-800-FLOWERS MARKETING FUND.

a. Marketing Fund Contribution. Upon notification from Franchisor that the 1-800-Flowers Marketing Fund has been reinstated, Franchisee shall contribute two percent (2%) of the Franchised Unit's Gross Sales to the 1-800-Flowers Marketing Fund. Such contribution shall be payable on the tenth (10th) day of each month based on Gross Sales generated in the previous calendar month (or the next business day if the tenth (10th) of any month is not a business day).

b. Maintenance of Marketing Fund. The 1-800-Flowers Marketing Fund shall be maintained and administered by Franchisor or its designee as follows. All references herein to "Franchisor"

shall be deemed to include any designated party to which Franchisor has delegated the rights and responsibilities described herein.

(i) Franchisor shall direct all national and regional marketing programs with sole discretion over the creative concepts, materials and media used in such programs and the placement and allocation thereof. Franchisee acknowledges and agrees that the 1-800-Flowers Marketing Fund is intended to maximize national and regional general public recognition and acceptance of the Marks for the benefit of all businesses offering 1-800-Flowers products and services. Franchisee further acknowledges and agrees that Franchisor may, but undertakes no obligation in administering the 1-800-Flowers Marketing Fund to, make expenditures for Franchisee which benefit Franchisee or its Franchised Unit directly.

(ii) Franchisor shall, for each of its affiliates' company-owned retail units operating under the 1-800-Flowers name in any market or region in which there are five (5) or more franchised units in operation, make contributions to the 1-800-Flowers Marketing Fund equal to the amount required of comparable units within the System.

(iii) Funds in the 1-800-Flowers Marketing Fund may be used to meet any and all costs of maintaining, administering, directing and preparing national and regional marketing programs for the benefit of all 1-800-Flowers businesses and franchisees, including, without limitation, the cost of preparing and conducting television, radio, outdoor, direct mail, magazine and newspaper advertising campaigns; Yellow Pages advertising; public relations activities; the development and production of collateral materials; employing advertising agencies, public relations firms, and individuals to assist Franchisor; the support and promotion of toll-free telephone numbers, telemarketing systems, on-line computer networks and services, interactive television or other technological advances; and providing grand opening campaigns, promotional brochures and other marketing materials to franchisees in the System.

(iv) From time to time, national and regional marketing programs may feature special items. Advertisements for such programs may provide a "suggested" sales price or provide that advertised special prices are available only at "participating retail units". Because enhancing the brand's and the System's competitive position and consumer acceptance for the System's products and services is a paramount goal of Franchisor and its franchisees, and because this objective is consistent with the long term interest of the System overall, Franchisor may exercise rights with respect to the pricing of products and services to the fullest extent permitted by then-applicable law. These rights may include (without limitation) prescribing the maximum and/or minimum retail prices which Franchisee may charge customers for the products and/or services offered and sold at its Franchised Unit; recommending retail prices; advertising specific retail prices for some or all products or services sold by Franchisee's Franchised Unit, which prices Franchisee will be compelled to observe; engaging in marketing, promotional and related campaigns which Franchisee must participate in and which may directly or indirectly impact Franchisee's retail prices (such as "buy one, get one free"); and otherwise mandating, directly or indirectly, the maximum and/or minimum retail prices which Franchisee's Franchised Unit may charge the public for the products and services it offers. Franchisor may engage in any such activity either periodically or throughout the term of this Agreement. Further, Franchisor may engage in such activity only in certain geographic areas (cities, states, regions) and not others, or with regard to certain subsets of franchisees and not others. Franchisee acknowledges and agrees that any maximum, minimum or other prices Franchisor prescribes or suggests may or may not optimize the revenues or profitability of Franchisee's Franchised Unit and Franchisee irrevocably waives any and all claims arising from or related to our prescription or suggestion of Franchisee's Franchised Unit's retail prices.

(v) Franchisor shall receive reimbursement from the 1-800-Flowers Marketing Fund for all actual direct expenses of Franchisor and its affiliates (including, without limitation, the salaries

and benefits of employees of Franchisor or its affiliates) incurred in connection with the development, supervision and administration of the national and regional marketing programs and the 1-800-Flowers Marketing Fund and for all indirect expenses incurred or allocable to Franchisor or its affiliates in connection with Franchisor's development, supervision and administration of the services provided for marketing, promoting and enhancing the System's national and regional image.

(vi) Franchisor will provide Franchisee, at Franchisee's request, with an unaudited annual statement within one hundred twenty (120) days after the end of Franchisor's fiscal year summarizing the expenditures of the 1-800-Flowers Marketing Fund during the previous fiscal year.

(vii) Franchisor shall have the sole and absolute right to settle any claims with Franchisee and any other franchisee relating to marketing fees, in Franchisor's sole and absolute discretion, and shall not incur any liability to the 1-800-Flowers Marketing Fund, Franchisee or to other franchisees because of such a settlement.

(viii) Any portion of the 1-800-Flowers Marketing Fund which is not spent during the fiscal year in which it accrues may be spent by the 1-800-Flowers Marketing Fund during any following year.

6. OPTIONAL MARKETING.

Franchisee may, if it chooses, participate in an optional 1-800-Flowers marketing program that Franchisor's affiliate has established whereby it will produce and distribute to participating franchisees certain marketing materials, including banners, seasonal advertising and similar items. If Franchisee elects to participate in this optional marketing program, Franchisee agrees to pay its affiliate's then-current fee related to Franchisee's participation, which will be billed to Franchisee on a monthly basis. If any payment is not made when due, it is subject to late fees and interest as herein provided, and is a default under the Franchise Agreement and this Addendum.

7. GENERAL.

a. Titles. The titles used herein are for purposes of convenience only and shall not be used in construing the provisions hereof.

b. Consultation with Advisors. Franchisee acknowledges that Franchisee has carefully read this Addendum and all other related documents to be executed concurrently or in conjunction with the execution hereof, that Franchisee has obtained the advice of counsel in connection with entering into this Addendum, that Franchisee understands the nature of this Addendum, and that Franchisee intends to comply herewith and be bound hereby. Franchisee acknowledges that it has read and understood this Addendum and agreements relating thereto, and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisors of Franchisee's own choosing about the potential benefits and risks of entering into this Addendum.

c. Further Acts. The parties shall execute such other documents and perform such further acts as may be necessary or desirable to carry out the purposes of this Addendum.

d. Heirs and Successors. This Addendum shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns.

e. Entire Agreement. This Addendum represents the entire understanding between the parties regarding the subject matter of this Addendum and supersedes all other negotiations, agreements, representations and covenants, oral or written; provided, however, that nothing herein shall disclaim the representations made in the Franchise Disclosure Document that was provided to Franchisee by Franchisor. This Addendum may not be modified except by a written instrument signed by Franchisor and Franchisee. The parties intend this Addendum to be the entire integration of all of their agreements of any nature regarding the subject matter of this Addendum. No other agreements, representations, promises, commitments or the like, of any nature, regarding the subject matter of this Addendum exist between the parties.

f. No Warranties. Franchisee acknowledges and agrees that Franchisor has made no promises, representations, warranties or assurances to Franchisee which are inconsistent with the terms of this Addendum concerning the future profitability or likelihood of success of the Franchised Unit at the Franchised Location, that Franchisee has been informed by Franchisor that there can be no guaranty of success in the Franchised Unit and that Franchisee's business ability and aptitude is primary in determining Franchisee's success.

g. Execution by Franchisor. This Addendum shall not be binding on Franchisor unless and until it shall have been accepted and signed by authorized officers of Franchisor.

h. Counterparts and Electronic Copies. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Signatures transmitted electronically or by facsimile will be deemed original signatures. Electronic copies of this Addendum shall constitute and be deemed an original copy of this Addendum for all purposes, provided that such electronic copies are fully executed, dated and identical in form to the original hard copy version of this Addendum.

i. Notices. All notices or demands shall be in writing and shall be served in person, by Express Mail, by certified mail, by private overnight delivery or by electronic transmission (fax). Service shall be deemed conclusively made: (i) at the time of service, if personally served; (ii) twenty-four (24) hours (exclusive of weekends and national holidays) after deposit in the United States mail, properly addressed and postage prepaid, if served by Express Mail; (iii) upon the earlier of actual receipt or three (3) calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail; (iv) twenty-four (24) hours after delivery by the party giving the notice, statement or demand if by private overnight delivery; and (v) at the time of electronic transmission, if such transmission occurs prior to 5:00 P.M. on a business day and a copy of such notice is mailed within twenty-four (24) hours after the transmission.

Any notice or demand to Franchisor shall be given to:

Flowerama of America, Inc.
5108 Nordic Drive
Cedar Falls, Iowa 50613
Fax: 516-237-7797
Attention: Senior Vice President, Retail Operations

With a copy to:

1-800-Flowers.Com
Two Jericho Plaza, Suite 200
Jericho New York 11753
Fax: 516-433-2184
Attention: General Counsel/Corporate Secretary

With a copy to:

1-800-Flowers.Com Franchise Co., Inc.
Two Jericho Plaza, Suite 200
Jericho, New York 11753
Fax: 516-237- 7797
Attention: Senior Vice President, Retail Operations

Any notice or demand to Franchisee shall be given to:

_____
_____
_____
Fax:_____

j. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. In the event of any conflict of law, the law of the State of New York shall prevail, without regard to the application of New York conflict of law rules. Venue for purposes of any legal proceedings brought in connection with or arising out of this Agreement shall be conclusively presumed to be in the State of New York, County of Nassau or County of Suffolk. You hereby submit to the exclusive jurisdiction of the Supreme Court of the State of New York, County of Nassau and of the United States District Court in and for the Eastern District of the State of New York. THE PARTIES SPECIFICALLY WAIVE TRIAL BY JURY.

Either party may change its address for the purpose of receiving notices, demands and other communications by a written notice given in the manner set forth above to the other party.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Addendum at Jericho, New York, as of the Effective Date.

FRANCHISOR:	FRANCHISEE:
FLOWERAMA OF AMERICA, INC., An Iowa corporation	_____ A _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

FLOWERAMA OF AMERICA, INC.
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT A-4
ADDENDUM TO FRANCHISE AGREEMENT FOR FRUIT BOUQUETS PROGRAM

EXHIBIT A-4

ADDENDUM TO FRANCHISE AGREEMENT FOR FRUIT BOUQUETS PROGRAM

THIS ADDENDUM TO FRANCHISE AGREEMENT FOR FRUIT BOUQUETS PROGRAM (this "Addendum") dated _____ hereby amends and modifies the FLOWERAMA OF AMERICA,, INC. Franchise Agreement dated _____ (the "Franchise Agreement"), by and between FLOWERAMA OF AMERICA, INC., an Iowa corporation (hereinafter "we", "us" or "Franchisor"), and _____ ("you" or "Franchisee").

The parties hereby amend the Franchise Agreement in accordance with the following, in addition to the deletions, additions and modifications (which shall control in the event of any ambiguity between any of them and the terms of the pre-printed form) that appear on the pre-printed form of agreement to which this Addendum is attached. In the event of any conflict or ambiguity between the terms of this Addendum and the Franchise Agreement, the terms of this Addendum shall control. All capitalized terms used in this Addendum that are not specifically defined shall have the meanings ascribed to them in the Franchise Agreement. The term "Manuals" shall be deemed to specifically include the Fruit Bouquets Operations and Brand Standards Manual and Fruit Bouquets Pricing Guide. The term "Marks" shall be deemed to specifically include "Fruit Bouquets by 1-800-Flowers.com" and other proprietary marks authorized to be used related to such program.

1. Section 1 titled "Grant of Franchise" shall be amended by adding the following paragraph at the end thereof:

> "During the Term, provided that you are and remain in good standing under this Agreement and all other agreements between us or our Affiliates and you, you shall have the right to offer and sell fresh fruit products, fresh cut fruit arrangements and related products ("fruit bouquets")."

2. Franchisee's execution of this Addendum shall not serve to modify or extend the term of the Franchise Agreement, as set forth in Article 2 thereof.

3. Article 2 titled "TERM" shall be amended to reflect that if Franchisee elects to renew the Fruit Bouquets Program, Franchisee shall pay to Franchisor the amount of Seven Thousand Five Hundred and 00/100 Dollars ($7,500.00) as a Renewal Franchise Fee for renewal of the Fruit Bouquets Program for the term of the renewal Franchise Agreement and, at Franchisor's request, shall execute Franchisor's Then-Current form of Fruit Bouquets Addendum.

4. Article 3 titled "FRANCHISE AND SERVICE FEES" shall be amended to reflect that, in addition to the initial franchise fee set forth in such section, for the rights to offer and sell fruit bouquets Franchisee shall pay to Franchisor an additional initial franchise fee in the amount of Seven Thousand Five Hundred and 00/100 Dollars ($7,500.00). If this Addendum is for Franchisee's second (2nd) or later purchase of the Fruit Bouquets Program for a second (2nd) or later shop for which Franchisee has executed a Franchise Agreement, then the initial franchise fee payable hereunder shall be reduced to Three Thousand Five Hundred and 00/100 Dollars ($3,500.00). If Franchisee signs a Franchise Agreement and a Fruit Bouquets Addendum to the Franchise Agreement on or before October 1, 2023, Franchisor will waive payment of the entire Fruit Bouquets initial franchise fee.

5. Article 3 shall be further amended to reflect that, in addition to the continuing franchise fees set forth in such section, Franchisee shall pay to Franchisor a continuing franchise fee in an amount equal to six percent (6%) of Fruit Bouquets Gross Sales from the Franchised Unit each month.

6. Article 3 shall be further amended to reflect that the definition of "Gross Sales" shall specifically exclude "Fruit Bouquets Gross Sales", as defined below.

7. Article 3 shall be further amended by adding the following at the end thereof:

> The term "Fruit Bouquets Gross Sales" as used in this Agreement means all revenues from operating the Fruit Bouquets franchise, including from the sale of all products and services by you, in, upon or from the Franchised Location or through or by any means of the business conducted at the Franchised Location, including any orders received from a third party for fulfillment, except for orders forwarded for fulfillment by 800-Flowers pursuant to the terms of the Fruit Bouquet Order Fulfillment Agreement. "Fruit Bouquets Gross Sales" excludes (a) sales or service taxes collected from customers and paid to the appropriate taxing authority, and (b) all customer refunds, adjustments and credits given to customers in good faith.

8. Article 4 titled "SERVICES BY THE COMPANY" shall be amended to reflect that Franchisor shall provide, and Franchisee must attend, two (2) days of initial training in the Fruit Bouquets program, and such training is typically held at Franchisee's existing Franchised Unit.

9. Article 7 titled "DESIGN AND CONSTRUCTION OF THE CENTER" shall be amended to reflect that for the offer and sale of fruit bouquets, Franchisee shall obtain and maintain any permits, licenses, certificates and approvals required by applicable law related to this activity.

10. Article 9 titled "MATERIALS AND SUPPLIES" shall be amended to reflect that Franchisee shall have additional expenses for required equipment, signage and supplies, such as are contained in a fruit bouquets starter kit, which includes tools, packaging and containers. In some cases, Franchisee may purchase certain equipment from Franchisor or its affiliates.

11. Article 16 titled "MANAGEMENT, TRAINING AND FRANCHISEE EMPLOYEE POLICY" shall be amended to reflect that, in addition to requesting additional training or assistance related to the floral business, Franchisee may also request additional training or assistance related to the fulfillment of fruit bouquets orders. If Franchisor, at its sole discretion, agrees to provide such training, Franchisor will provide the training at no additional charge.

12. Section 15(F) shall be amended to reflect that if Franchisee is held liable in any proceeding related to the "Fruit Bouquets by 1-800-Flowers" Marks, such reimbursement shall be made from the Fruit Bouquets Marketing Fund.

13. Article 21 titled "COVENANTS" shall be amended to reflect that all of its terms shall also apply to fruit bouquets and any other products offered by Franchisor or Franchisor's affiliates.

14. Article 29, titled "ASSIGNMENT" shall be amended to reflect that in addition to the transfer fee payable pursuant to such section for the Franchise, Franchisee shall also pay to Franchisor the amount of Five Thousand and 00/100 Dollars ($5,000.00) plus Franchisor's out of pocket costs associated with the transfer of the Fruit Bouquets program, including costs and attorneys' fees associated with the transfer.

15. Section 26 N (x) shall be amended to reflect that, upon termination or expiration of the Franchise Agreement, and/or this Addendum, the Fruit Bouquets Order Fulfillment Agreement shall also terminate and Franchisee shall no longer have the right to offer fruit bouquets or to use the "Fruit Bouquets by 1-800-Flowers.com" marks or trade names.

16. Article 27 titled "PROCEDURE ON TERMINATION" shall be amended by adding the following paragraph at the end thereof:

"In addition, following termination of this Agreement, you shall comply with all non-competition restrictions contained in Article 14 of the Fruit Bouquets Order Fulfillment Agreement, which restrictions are deemed incorporated into this Agreement as if fully set forth herein."

IN WITNESS WHEREOF, the parties have executed this Addendum at Jericho, New York, on the Effective Date.

FRANCHISOR:	FRANCHISEE:
FLOWERAMA OF AMERICA, INC., An Iowa corporation	
By: _____	_____
Name: _____	_____
Its: _____	_____

FLOWERAMA OF AMERICA, INC.
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT B
FINANCIAL STATEMENTS

FLOWERAMA OF AMERICA, INC.

CEDAR FALLS, IOWA

JULY 3, 2022

HOGAN • HANSEN
A Professional Corporation
Certified Public Accountants and Consultants

Independent Auditor's Report

Board of Directors
Flowerama of America, Inc.
Cedar Falls, Iowa

Opinion

We have audited the accompanying financial statements of Flowerama of America, Inc. (a wholly owned subsidiary of 1-800 Flowers Retail, Inc.), which comprise the Balance Sheets as of July 3, 2022 and June 27, 2021, and the related Statements of Income and Cash Flows for the 53-week period ended July 3, 2022 and the 52-week period ended June 27, 2021, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Flowerama of America, Inc. (a wholly owned subsidiary of 1-800 Flowers Retail, Inc.) as of July 3, 2022 and June 27, 2021, and the results of its operations and its cash flows for the 53-week period ended July 3, 2022 and the 52-week period ended June 27, 2021, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. 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 Flowerama of America, Inc. (a wholly owned subsidiary of 1-800 Flowers Retail, Inc.) 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.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Flowerama of America, Inc.'s (a wholly owned subsidiary of 1-800 Flowers Retail, Inc.) ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements
Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards 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 generally accepted auditing standards, 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 Flowerama of America, Inc.'s (a wholly owned subsidiary of 1-800 Flowers Retail, Inc.) 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 Flowerama of America, Inc.'s (a wholly owned subsidiary of 1-800 Flowers Retail, Inc.) 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.

Hogan - Hansen
HOGAN - HANSEN

Waterloo, Iowa
October 7, 2022

Balance Sheets

As of July 3, 2022 and June 27, 2021

	July 3, 2022	June 27, 2021
Assets		
Current Assets		
Cash	$ 398,770	$ 293,435
Accounts receivable (net of allowance for doubtful accounts)	16,629	18,403
Inventories	524,089	479,790
Prepaid expenses	1,590	1,060
Total Current Assets	**941,078**	**792,688**
Property and Equipment, Net	756,245	823,882
Operating lease right-of-use assets	1,528,905	1,803,707
Due from Parent and Affiliates	5,368,487	4,711,679
Total Assets	**$ 8,594,715**	**$ 8,131,956**
Liabilities and Stockholder's Equity		
Current Liabilities		
Current portion of long-term operating lease liabilities	$ 389,823	$ 349,743
Accounts payable	107,382	115,055
Accrued expenses	512,280	464,417
Total Current Liabilities	**1,009,485**	**929,215**
Deferred franchise fees	71,292	55,133
Deferred income taxes	13,530	57,343
Long-term operating lease liabilities	1,133,640	1,455,888
Total Liabilities	**2,227,947**	**2,497,579**
Stockholder's Equity		
Common stock (authorized 12,000 shares, issued and outstanding 761 shares at no par value)	93,000	93,000
Retained Earnings		
Balance - Beginning of Period	5,541,377	4,861,834
Net income	732,391	679,543
Balance - End of Period	6,273,768	5,541,377
Total Stockholder's Equity	**6,366,768**	**5,634,377**
Total Liabilities and Stockholder's Equity	**$ 8,594,715**	**$ 8,131,956**

See accompanying notes to the financial statements.

Statements of Income

53-Week Period Ended July 3, 2022 and 52-Week Period Ended June 27, 2021

	July 3, 2022	June 27, 2021
Retail sales	**$ 5,645,359**	**$ 5,397,694**
Less cost of goods sold	2,102,152	2,077,618
Gross Profit	**3,543,207**	**3,320,076**
Other Operating Revenue		
Continuing license fees	1,271,365	1,206,485
Initial franchise fees	2,841	2,526
Total Other Operating Revenue	**1,274,206**	**1,209,011**
Total Gross Profit and Other Operating Revenue	**4,817,413**	**4,529,087**
Selling, General and Administrative Expenses	**3,811,410**	**3,570,292**
Income From Operations	**1,006,003**	**958,795**
Provision for income taxes	273,612	279,252
Net Income	**$ 732,391**	**$ 679,543**

See accompanying notes to the financial statements.

Statement of Cash Flows

53-Week Period Ended July 3, 2022 and 52-Week Period Ended June 27, 2021

	July 3, 2022	June 27, 2021
Cash Flows From Operating Activities		
Net income	$ 732,391	$ 679,543
Adjustments to Reconcile Net Income to Net Cash Provided by Operating Activities		
Depreciation	129,215	129,144
Deferred income taxes	(43,813)	(13,604)
Change in Assets and Liabilities		
Decrease in receivables	1,774	6,634
(Increase) decrease in inventories	(44,299)	10,831
Increase in prepaid expenses	(530)	(331)
Decrease in accounts payable	(7,673)	(1,416)
Increase in accrued expenses	47,863	301,360
Increase in deferred franchise fees	16,159	7,474
Net decrease in other assets and other liabilities	(7,366)	(31,508)
Net Cash Provided by Operating Activities	**823,721**	**1,088,127**
Cash Flows From Investing Activities		
Proceeds from disposal of property and equipment	20,735	—
Payment for purchase of property and equipment	(82,313)	(52,309)
Net Cash Used in Investing Activities	**(61,578)**	**(52,309)**
Cash Flows From Financing Activities		
Advances made to affiliates, net	**(656,808)**	**(993,823)**
Net Increase in Cash	**105,335**	**41,995**
Cash at beginning of period	293,435	251,440
Cash at End of Period	**$ 398,770**	**$ 293,435**

See accompanying notes to the financial statements.

(1) Summary of Significant Accounting Policies and Other Matters

Nature of Business

Flowerama of America, Inc. ("Flowerama" or "the Company") is a franchisor and operator of retail flower shops under the Flowerama trademark. The Company operates retail floral shops in Iowa and franchises its name and products and grants credit to franchisees located throughout the United States. The Company's fiscal year is a 52- or 53-week period ending on the Sunday nearest to June 30. Fiscal year 2022, which ended on July 3, 2022, consisted of 53 weeks, and fiscal year 2021, which ended on June 27, 2021, consisted of 52 weeks.

The Company is a wholly owned subsidiary of 1-800 Flowers Retail, Inc., the retail affiliate of 1-800 FLOWERS.COM, Inc. (the parent). For financial statement presentation, the purchase price associated with the acquisition by 1-800 Flowers Retail, Inc. was not pushed down to the underlying assets and liabilities of the Company.

Concentrations

The majority of the Company's sales were earned from its retail floral shops located in Iowa. The Company also earns significant revenue from royalties and franchise fees from retail floral shops located throughout the United States.

Use of Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenue and expenses.

Cash Management

As part of its normal banking practices, the Company makes deposits in financial institutions in amounts which may exceed the limits provided by federal depository insurance. As of July 3, 2022, $91,598 of such deposits, as reflected on the financial institution's records, exceeded the insured limits.

Trade Accounts Receivable

Trade accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to expense and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. Payment of trade accounts receivable is due at the end of the month following the month of purchase. There is no finance charge for accounts that remain unpaid after the due date. At both July 3, 2022 and June 27, 2021, the allowance for doubtful accounts was $15,062.

Inventories

Inventories are stated at the lower of first-in, first-out cost or net realizable value.

Property and Equipment
Property and equipment are stated at cost with depreciation computed under the methods and over the useful lives as follows:

Type	Estimated Useful Lives	Method
Equipment	3 to 39 Years	Straight-line
Leasehold improvements	5 to 40 Years	Straight-line

Revenue Recognition
Revenue is derived from retail sales, continuing license fees and franchise transfer fees.

A description of our principal revenue-generating activities is as follows:

- Retail sales - consumer products sold through our retail stores. Revenue is recognized when control of the goods is transferred to the customer, at the point of sale, at which time payment is received.

- Continuing license fees - are royalties calculated based on a percentage of the franchisee's net sales, related to our performance obligation to our franchisees to maintain the Marks, the System and the Trade Practices being licensed. These variable royalties are recognized in the period in which the related floral sales are made by the franchisee. Continuing license fees are typically billed and collected weekly.

- Initial franchise transfer fees - are primarily fees paid by the franchisees for the license to use the Company's Marks, System and Trade Practices on initial store opening or transfer. Recognition of these fees is deferred until the commencement date of the agreement and occurs over time on a straight-line basis, based on the term of the underlying franchise agreement (typically 30 years). In the event a franchise agreement is terminated, any remaining deferred fees are recognized in the period of termination. Initial franchise fees are billed and received upon the signing of the franchise agreement.

Current accounting standards require that companies disaggregate revenue from contracts with customers into categories that depict how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors. The revenue disaggregation included within the Company's Statements of Income satisfies this requirement.

Deferred Franchise Fees
Deferred franchise fees are recorded when the Company has received consideration (i.e., advance payment) before satisfying its performance obligations. Deferred franchise fees consist primarily of the unamortized portion of initial franchise fees and represent our remaining performance obligations to our franchisees. The components of the change in deferred franchise fees are as follows:

Balance - June 27, 2021	$ 55,133
Initial franchise fees collected - current year	19,000
Revenue recognized - current year	(2,841)
Balance - July 3, 2022	**$ 71,292**

Advertising
The Company expenses advertising costs as they are incurred. Total advertising costs were $33,100 and $11,862 for the 53-week period ended July 3, 2022 and the 52-week period ended June 27, 2021, respectively, and are included in the Selling, General and Administrative Expenses line item in the Company's Statements of Income.

Sales Tax
Revenue is reported in the Statements of Income, net of sales tax.

Subsequent Events
Management has evaluated subsequent events through September 30, 2022, the date which the financial statements were available to be issued.

(2) Cash Flow Statement Supplementary Information

For purposes of the Statements of Cash Flows, the Company considers all highly liquid debt instruments purchased with original maturities of three months or less to be cash equivalents.

(3) Summary of Property and Equipment

	July 3, 2022	June 27, 2021
Equipment	$ 1,093,878	$ 1,137,480
Leasehold improvements	1,396,207	1,357,992
Totals	2,490,085	2,495,472
Less accumulated depreciation	1,733,840	1,671,590
Net Property and Equipment	$ 756,245	$ 823,882

(4) Retirement Plan

The Company has adopted a savings and profit sharing plan under Section 401(k) of the Internal Revenue Code covering substantially all employees. The plan allows employees to defer a portion of their income on a pretax basis through contributions to the savings plan. Company contributions may be made at the discretion of the Board of Directors, limited to the maximum amount deductible for income tax purposes. The Company did not make any matching contributions to the plan during either of the 53-week period ended July 3, 2022 or the 52-week period ended June 27, 2021.

(5) Income Taxes

The Company is included in the consolidated federal and certain combined state income tax returns of 1-800-FLOWERS.COM, Inc. Income taxes are provided as though the Company filed separate tax returns using the current statutory federal tax rate and the applicable state tax rate. The estimated combined federal and state income tax rate used was 28.7% as of both July 3, 2022 and June 27, 2021.

The provision for (benefit from) income taxes is summarized as follows:

	2022	2021
Currently payable	$ 317,425	$ 292,856
Deferred benefit	(43,813)	(13,604)
Total Provision	**$ 273,612**	**$ 279,252**

For the fiscal years ended July 3, 2022 and June 27, 2021, the difference between the Company's effective tax rates of 27.2% and 29.1%, respectively, and the U.S. federal statutory tax rate of 21% is principally related to state income taxes.

The Company's total deferred income taxes are as follows:

	2022	2021
Total deferred income tax assets	$ 82,380	$ 41,896
Less valuation allowance	—	—
Total deferred income tax liabilities	(95,910)	(99,239)
Net Deferred Tax Liability	**$ (13,530)**	**$ (57,343)**

Deferred income tax liabilities have been recognized for taxable temporary differences resulting from:

1. The use of the accelerated cost recovery system for income tax purposes and depreciation over estimated useful lives for financial reporting purposes.

2. Expensing the cost of equipment purchased using bonus depreciation deductions while depreciating the cost of equipment for financial reporting purposes using the straight-line method over the estimated useful life of the asset.

Deferred income tax assets have been recognized for deductible temporary differences resulting from:

1. Expensing certain employee compensation and other benefits on the accrual basis for financial reporting purposes and when paid for income tax purposes.

2. Recording an estimated allowance for uncollectible accounts for financial reporting purposes and expensing bad debts when written off for income tax purposes.

3. Recognizing franchise fee revenue over a period of years for financial reporting purposes and when received for income tax purposes.

Since all deductible temporary differences are expected to be used in future years, no allowance has been provided.

Pursuant to an informal tax sharing arrangement between the Company and 1-800-FLOWERS.COM, Inc., the income tax accrual recorded for the 53-week period ended July 3, 2022 and the 52-week period ended June 27, 2021 has been offset against amounts due from affiliates, net.

Management annually makes an appropriate evaluation of any uncertain income tax positions based upon current statutes in completing these financial statements and the notes to the financial statements. As of July 3, 2022, management believes that there were no uncertain income tax positions for which a material change in the unrecognized effect would be reasonably possible within the next 12 months. By statute, tax years starting from 2016 remain open to examination by the major taxing authorities to which the Company is subject.

(6) Franchises and Company-Owned Outlets

As of July 3, 2022 and June 27, 2021, the Company had 35 and 36 franchised sales outlets in operation, respectively. The Company was also operating eight Company-owned stores as of both July 3, 2022 and June 27, 2021.

During the 53-week period ended July 3, 2022 and the 52-week period ended June 27, 2021, the Company entered into no new franchise agreements. The Company experienced one voluntary early termination during the 53-week period ended July 3, 2022. During the 52-week period ended June 27, 2021, the Company experienced two voluntary early terminations and one franchise was reacquired.

Direct operating expenses related to Company-owned stores for the 53-week period ended July 3, 2022 and the 52-week period ended June 27, 2021 were $2,791,110 and $2,735,871, respectively.

(7) Related Party Transactions

As of July 3, 2022 and June 27, 2021, the Company had $5,368,487 and $4,711,679, respectively, due from its parent and affiliates. This balance arose as a result of payments to affiliated entities which have exceeded the advances from affiliated entities. Fixed dates and terms have not been established for repayment of the amounts due from the affiliated entities. In addition, these advances and repayments do not bear interest.

The Company purchased products and services from affiliates totaling $137,272 and $134,874 during the 53-week period ended July 3, 2022 and the 52-week period ended June 27, 2021, respectively. As of July 3, 2022 and June 27, 2021, no material amounts were payable to these affiliates.

The Company has pledged all of its assets as collateral for loans of its parent corporation. Those loans contain positive and negative covenants with which its parent corporation was in compliance with as of July 3, 2022.

(8) Leases

The Company currently leases an office and retail store facilities under various leases through fiscal 2027. Lease agreements may contain renewal options and rent escalation clauses and require the Company to pay real estate taxes, insurance, common area maintenance and operating expenses applicable to the leased properties. The Company accounts for its leases in accordance with ASC 842. At contract inception, we determine whether a contract is, or contains, a lease by determining whether it conveys the right to control the use of the identified asset for a period of time, by assessing whether we have the right to obtain substantially all of the economic benefits from use of the identified asset, and the right to direct the use of the identified asset.

At the lease commencement date, we determine if a lease should be classified as an operating or a finance lease (we currently have no finance leases) and recognize a corresponding lease liability and a right-of-use asset on our Balance Sheet. The lease liability is initially and subsequently measured as the present value of the remaining fixed minimum rental payments using discount rates as of the commencement date. Variable payments (including most utilities, real estate taxes, insurance a variable common area maintenance) are expensed as incurred. Further, we elected a short-term lease exception policy, permitting us to not apply the recognition requirements of this standard to short-term leases (i.e. leases with terms of 12 months or less) and an accounting policy to account for leases and nonlease components as a single component for certain classes of assets. The right-of-use asset is initially and subsequently measured at the carrying amount of the lease liability adjusted for any prepaid or accrued lease payments, remaining balance of lease incentives received, unamortized initial direct costs, or impairment charges relating to the right-of-use asset. Right-of-use assets are assessed for impairment using the long-lived assets impairment guidance. The discount rate used to determine the present value of lease payments is our estimated collateralized incremental borrowing rate, based on the yield curve for the respective lease terms, as we generally cannot determine the interest rate implicit in the lease.

We recognize expense for our operating leases on a straight-line basis over the lease term. As these leases expire, it can be expected that in the normal course of business they will be renewed or replaced. Renewal option periods are included in the measurement of lease liability, where the exercise is reasonably certain to occur. Key estimates and judgments in accounting for leases include how we determine: (1) lease payments, (2) lease term, and (3) the discount rate used in calculating the lease liability.

Additional information related to our leases is as follows:

	52-Week Period Ended June 27, 2021	53-Week Period Ended July 3, 2022
Lease Costs		
Operating lease costs	$ 412,511	$ 423,169
Variable lease costs	156,851	160,574
Total Lease Costs	$ 569,362	$ 583,743

	52-Week Period Ended June 27, 2021	53-Week Period Ended July 3, 2022
Cash paid for amounts included in measurement of operating lease liabilities	$ 415,845	426,996
Right-of-use assets obtained in exchange for new operating lease liabilities	$ —	$ 97,011

	June 27, 2021	July 3, 2022
Weighted-average remaining lease term - operating leases (in years)	5	4
Weighted-discount rate - operating leases	3.21%	3.11%

Maturities of lease liabilities in accordance with ASC 842 as of July 3, 2022 are as follows:

2023	$ 431,014
2024	455,688
2025	388,083
2026	312,788
2027	25,850
Later years	—
Total Future Minimum Lease Payments	1,613,423
Less imputed remaining interest	89,960
Total	$ 1,523,463

FLOWERAMA OF AMERICA, INC.

CEDAR FALLS, IOWA

JUNE 27, 2021

HOGAN • HANSEN
A Professional Corporation
Certified Public Accountants and Consultants

Independent Auditor's Report

Board of Directors
Flowerama of America, Inc.
Cedar Falls, Iowa

Report on the Financial Statements
We have audited the accompanying Balance Sheets of Flowerama of America, Inc. (a wholly owned subsidiary of 1-800 Flowers Retail, Inc.) as of June 27, 2021 and June 28, 2020, and the related Statements of Income and Cash Flows for the 52-week periods ended June 27, 2021 and June 28, 2020, and the related notes to the financial statements.

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

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to Flowerama of America, Inc.'s (a wholly owned subsidiary of 1-800 Flowers Retail, Inc.) preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Flowerama of America, Inc. (a wholly owned subsidiary of 1-800 Flowers Retail, Inc.) as of June 27, 2021 and June 28, 2020, and the results of its operations and cash flows for the 52-week periods ended June 27, 2021 and June 28, 2020, in conformity with accounting principles generally accepted in the United States of America.

Hogan - Hansen
HOGAN - HANSEN

Waterloo, Iowa
October 1, 2021

Balance Sheets

As of June 27, 2021 and June 28, 2020

	June 27, 2021	June 28, 2020
Assets		
Current Assets		
Cash	$ 293,435	$ 251,440
Accounts receivable (net of allowance for doubtful accounts)	18,403	25,037
Inventories	479,790	490,621
Prepaid expenses	1,060	729
Total Current Assets	**792,688**	**767,827**
Property and Equipment, Net	823,882	900,717
Operating lease right-of-use assets	1,803,707	904,244
Due from Parent and Affiliates	4,711,679	3,717,856
Total Assets	**$ 8,131,956**	**$ 6,290,644**
Liabilities and Stockholder's Equity		
Current Liabilities		
Current portion of long-term operating lease liabilities	$ 349,743	$ 403,867
Accounts payable	115,055	116,471
Accrued expenses	464,417	163,057
Total Current Liabilities	**929,215**	**683,395**
Deferred franchise fees	55,133	47,659
Deferred income taxes	57,343	70,947
Long-term operating lease liabilities	1,455,888	533,809
Total Liabilities	**2,497,579**	**1,335,810**
Stockholder's Equity		
Common stock (authorized 12,000 shares, issued and outstanding 761 shares at no par value)	93,000	93,000
Retained Earnings		
Balance - Beginning of Period	4,861,834	4,921,194
Net income (loss)	679,543	(59,360)
Balance - End of Period	5,541,377	4,861,834
Total Stockholder's Equity	**5,634,377**	**4,954,834**
Total Liabilities and Stockholder's Equity	**$ 8,131,956**	**$ 6,290,644**

See accompanying notes to the financial statements.

Statements of Income

52-Week Periods Ended June 27, 2021 and June 28, 2020

	June 27, 2021	June 28, 2020
Retail sales	**$ 5,397,694**	**$ 4,053,619**
Less cost of goods sold	2,077,618	1,855,568
Gross Profit	**3,320,076**	**2,198,051**
Other Operating Revenue		
Continuing license fees	1,206,485	913,634
Sublease rent	—	76,319
Initial franchise fees	2,526	3,833
Lease early termination fee	—	72,000
Total Other Operating Revenue	**1,209,011**	**1,065,786**
Total Gross Profit and Other Operating Revenue	**4,529,087**	**3,263,837**
Selling, General and Administrative Expenses	**3,570,292**	**3,339,908**
Income (Loss) From Operations	**958,795**	**(76,071)**
Provision for (benefit from) income taxes	279,252	(16,711)
Net Income (Loss)	**$ 679,543**	**$ (59,360)**

See accompanying notes to the financial statements.

Statement of Cash Flows

52-Week Periods Ended June 27, 2021 and June 28, 2020

	June 27, 2021	June 28, 2020
Cash Flows From Operating Activities		
Net income (loss)	$ 679,543	$ (59,360)
Adjustments to Reconcile Net Income (Loss) to Net Cash Provided by Operating Activities		
Depreciation	129,144	140,021
Deferred income taxes	(13,604)	(3,108)
Change in Assets and Liabilities		
Decrease in receivables	6,634	91,296
Decrease in inventories	10,831	12,577
(Increase) decrease in prepaid expenses	(331)	43,478
Increase (decrease) in accounts payable	(1,416)	6,278
Increase (decrease) in accrued expenses	301,360	(80,615)
Increase (decrease) in deferred franchise fees	7,474	(1,333)
Increase (decrease) in other assets and other liabilities	(31,508)	33,432
Net Cash Provided by Operating Activities	**1,088,127**	**182,666**
Cash Flows From Investing Activities		
Payment for purchase of property and equipment	**(52,309)**	**(63,406)**
Cash Flows From Financing Activities		
Advances made to affiliates, net	**(993,823)**	**(8,017)**
Net Increase in Cash	**41,995**	**111,243**
Cash at beginning of period	251,440	140,197
Cash at End of Period	**$ 293,435**	**$ 251,440**

See accompanying notes to the financial statements.

(1) Summary of Significant Accounting Policies and Other Matters

Nature of Business

Flowerama of America, Inc. ("Flowerama" or "the Company") is a franchisor and operator of retail flower shops under the Flowerama trademark. The Company operates retail floral shops in Iowa and franchises its name and products and grants credit to franchisees located throughout the United States. The Company's fiscal year is a 52- or 53-week period ending on the Sunday nearest to June 30. Fiscal year 2021, which ended on June 27, 2021, and fiscal year 2020, which ended on June 28, 2020, consisted of 52 weeks.

The Company is a wholly owned subsidiary of 1-800 Flowers Retail, Inc., the retail affiliate of 1-800 FLOWERS.COM, Inc. (the parent). For financial statement presentation, the purchase price associated with the acquisition by 1-800 Flowers Retail, Inc. was not pushed down to the underlying assets and liabilities of the Company.

Concentrations

The majority of the Company's sales were earned from its retail floral shops located in Iowa. The Company also earns significant revenue from royalties and franchise fees from retail floral shops located throughout the United States.

Use of Estimates

Management uses estimates and assumptions in preparing financial statements. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities and the reported revenue and expenses.

Cash Management

As part of its normal banking practices, the Company makes deposits in financial institutions in amounts which may exceed the limits provided by federal depository insurance. As of June 27, 2021, $17,821 of such deposits, as reflected on the financial institution's records, exceeded the insured limits.

Trade Accounts Receivable

Trade accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to expense and a credit to a valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. Payment of trade accounts receivable is due at the end of the month following the month of purchase. There is no finance charge for accounts that remain unpaid after the due date. At both June 27, 2021 and June 28, 2020, the allowance for doubtful accounts was $15,062.

Inventories

Inventories are stated at the lower of first-in, first-out cost or net realizable value.

(1) Summary of Significant Accounting Policies and Other Matters

Property and Equipment
Property and equipment are stated at cost with depreciation computed under the methods and over the useful lives as follows:

Type	Estimated Useful Lives	Method
Equipment	3 to 39 Years	Straight-line and accelerated
Leasehold improvements	5 to 40 Years	Straight-line and accelerated

Revenue Recognition
Revenue is derived from retail sales, continuing license fees, sublease rent and franchise transfer fees.

A description of our principal revenue-generating activities is as follows:

- Retail sales – consumer products sold through our retail stores. Revenue is recognized when control of the goods is transferred to the customer, at the point of sale, at which time payment is received.

- Continuing license fees – are royalties calculated based on a percentage of the franchisee's net sales, related to our performance obligation to our franchisees to maintain the Marks, the System and the Trade Practices being licensed. These variable royalties are recognized in the period in which the related floral sales are made by the franchisee. Continuing license fees are typically billed and collected weekly.

- Initial franchise transfer fees – are primarily fees paid by the franchisees for the license to use the Company's Marks, System and Trade Practices on initial store opening or transfer. Recognition of these fees is deferred until the commencement date of the agreement and occurs over time on a straight-line basis, based on the term of the underlying franchise agreement (typically 30 years). In the event a franchise agreement is terminated, any remaining deferred fees are recognized in the period of termination. Initial franchise fees are billed and received upon the signing of the franchise agreement.

- Sublease rent – the Company leases certain property from third parties for use by franchisees and records rent expense related to those leases. The Company then subleases those properties to the franchisees and records sublease rental revenue (see Note 8). Sublease rental revenue is recognized in the period incurred and is typically billed and collected monthly.

Current accounting standards require that companies disaggregate revenue from contracts with customers into categories that depict how the nature, amount, timing and uncertainty of revenue and cash flows are affected by economic factors. The revenue disaggregation included within the Company's Statements of Income satisfies this requirement.

(1) Summary of Significant Accounting Policies and Other Matters

Deferred Franchise Fees
Deferred franchise fees are recorded when the Company has received consideration (i.e., advance payment) before satisfying its performance obligations. Deferred franchise fees consist primarily of the unamortized portion of initial franchise fees and represent our remaining performance obligations to our franchisees. The components of the change in deferred franchise fees are as follows:

Balance - June 28, 2020	$ 47,659
Initial franchise fees collected - current year	10,000
Revenue recognized - current year	(2,526)
Balance - June 27, 2021	**$ 55,133**

Advertising
The Company expenses advertising costs as they are incurred. Total advertising costs were $11,862 and $19,251 for the 52-week periods ended June 27, 2021 and June 28, 2020, respectively, and are included in the Selling, General and Administrative Expenses line item in the Company's Statements of Income.

Sales Tax
Revenue is reported in the Statements of Income, net of sales tax.

Subsequent Events
Management has evaluated subsequent events through October 1, 2021, the date which the financial statements were available to be issued.

(2) Cash Flow Statement Supplementary Information

For purposes of the Statements of Cash Flows, the Company considers all highly liquid debt instruments purchased with original maturities of three months or less to be cash equivalents.

(3) Summary of Property and Equipment

	June 27, 2021	June 28, 2020
Equipment	$ 1,137,480	$ 1,145,041
Leasehold improvements	1,357,992	1,347,748
Totals	2,495,472	2,492,789
Less accumulated depreciation	1,671,590	1,592,072
Net Property and Equipment	**$ 823,882**	**$ 900,717**

(4) Retirement Plan

The Company has adopted a savings and profit sharing plan under Section 401(k) of the Internal Revenue Code covering substantially all employees. The plan allows employees to defer a portion of their income on a pretax basis through contributions to the savings plan. Company contributions may be made at the discretion of the Board of Directors, limited to the maximum amount deductible for income tax purposes. The Company did not make any matching contributions to the plan during either of the 52-week periods ended June 27, 2021 or June 28, 2020.

(5) Income Taxes

The Company is included in the consolidated federal and certain combined state income tax returns of 1-800-FLOWERS.COM, Inc. Income taxes are provided as though the Company filed separate tax returns using the current statutory federal tax rate and the applicable state tax rate. The estimated combined federal and state income tax rate used was 28.7% as of both June 27, 2021 and June 28, 2020.

The provision for (benefit from) income taxes is summarized as follows:

	2021	2020
Currently payable (benefit)	$ 292,856	$ (13,603)
Deferred benefit	(13,604)	(3,108)
Total Provision (Benefit)	**$ 279,252**	**$ (16,711)**

For the fiscal years ended June 27, 2021 and June 28, 2020, the difference between the Company's effective tax rates of 29.1% and 22.0%, respectively, and the U.S. federal statutory tax rate of 21% is principally related to state income taxes and permanent differences for meals and entertainment.

The Company's total deferred income taxes are as follows:

	2021	2020
Total deferred income tax assets	$ 41,896	$ 32,365
Less valuation allowance	—	—
Total deferred income tax liabilities	(99,239)	(103,312)
Net Deferred Tax Liability	**$ (57,343)**	**$ (70,947)**

Deferred income tax liabilities have been recognized for taxable temporary differences resulting from:

1. The use of the accelerated cost recovery system for income tax purposes and depreciation over estimated useful lives for financial reporting purposes.

2. Expensing the cost of equipment purchased using bonus depreciation deductions while depreciating the cost of equipment for financial reporting purposes using the straight-line method over the estimated useful life of the asset.

(5) Income Taxes

Deferred income tax assets have been recognized for deductible temporary differences resulting from:

1. Expensing certain employee compensation and other benefits on the accrual basis for financial reporting purposes and when paid for income tax purposes.

2. Recording an estimated allowance for uncollectible accounts for financial reporting purposes and expensing bad debts when written off for income tax purposes.

3. Recognizing franchise fee revenue over a period of years for financial reporting purposes and when received for income tax purposes.

Since all deductible temporary differences are expected to be used in future years, no allowance has been provided.

Pursuant to an informal tax sharing arrangement between the Company and 1-800-FLOWERS.COM, Inc., the income tax accrual recorded for the 52-week periods ended June 27, 2021 and June 28, 2020 has been offset against amounts due from affiliates, net.

Management annually makes an appropriate evaluation of any uncertain income tax positions based upon current statutes in completing these financial statements and the notes to the financial statements. As of June 27, 2021, management believes that there were no uncertain income tax positions for which a material change in the unrecognized effect would be reasonably possible within the next 12 months. By statute, tax years starting from 2018 remain open to examination by the major taxing authorities to which the Company is subject.

(6) Franchises and Company-Owned Outlets

As of June 27, 2021 and June 28, 2020, the Company had 35 and 37 franchised sales outlets in operation, respectively. The Company was also operating eight Company-owned stores as of both June 27, 2021 and June 28, 2020.

During the 52-week periods ended June 27, 2021 and June 28, 2020, the Company entered into no new franchise agreements. No franchises were reacquired during the 52-week periods ended June 27, 2021 or June 28, 2020.

The following is a summary of the changes in the number of franchises:

52-Week Period Ending	Outlets at Start of Period	Outlets Opened	Nonrenewals	Ceased Operations - Other Reasons	Outlets at End of Period
June 28, 2020	40	—	—	3	37
June 27, 2021	37	—	—	2	35

Direct operating expenses related to Company-owned stores for the 52-week periods ended June 27, 2021 and June 28, 2020 were $2,735,871 and $2,476,760, respectively.

(7) Related Party Transactions

As of June 27, 2021 and June 28, 2020, the Company had $4,711,679 and $3,717,856, respectively, due from its parent and affiliates. This balance arose as a result of payments to affiliated entities which have exceeded the advances from affiliated entities. Fixed dates and terms have not been established for repayment of the amounts due from the affiliated entities. In addition, these advances and repayments do not bear interest.

The Company purchased products and services from affiliates totaling $134,874 and $144,931 during the 52-week periods ended June 27, 2021 and June 28, 2020, respectively. As of June 27, 2021 and June 28, 2020, no material amounts were payable to these affiliates.

The Company has pledged all of its assets as collateral for loans of its parent corporation. Those loans contain positive and negative covenants with which its parent corporation was in compliance with as of June 27, 2021.

(8) Leases

The Company currently leases an office and retail store facilities under various leases through fiscal 2027. Lease agreements may contain renewal options and rent escalation clauses and require the Company to pay real estate taxes, insurance, common area maintenance and operating expenses applicable to the leased properties. The Company accounts for its leases in accordance with ASC 842. At contract inception, we determine whether a contract is, or contains, a lease by determining whether it conveys the right to control the use of the identified asset for a period of time, by assessing whether we have the right to obtain substantially all of the economic benefits from use of the identified asset, and the right to direct the use of the identified asset.

At the lease commencement date, we determine if a lease should be classified as an operating or a finance lease (we currently have no finance leases) and recognize a corresponding lease liability and a right-of-use asset on our Balance Sheet. The lease liability is initially and subsequently measured as the present value of the remaining fixed minimum rental payments using discount rates as of the commencement date. Variable payments (including most utilities, real estate taxes, insurance and variable common area maintenance) are expensed as incurred. The right-of-use asset is initially and subsequently measured at the carrying amount of the lease liability adjusted for any prepaid or accrued lease payments, remaining balance of lease incentives received, unamortized initial direct costs, or impairment charges relating to the right-of-use asset. Right-of-use assets are assessed for impairment using the long-lived assets impairment guidance. The discount rate used to determine the present value of lease payments is our estimated collateralized incremental borrowing rate, based on the yield curve for the respective lease terms, as we generally cannot determine the interest rate implicit in the lease.

We recognize expense for our operating leases on a straight-line basis over the lease term. As these leases expire, it can be expected that in the normal course of business they will be renewed or replaced. Renewal option periods are included in the measurement of lease liability, where the exercise is reasonably certain to occur. Key estimates and judgments in accounting for leases include how we determine: (1) lease payments, (2) lease term, and (3) the discount rate used in calculating the lease liability.

(8) Leases

Additional information related to our leases is as follows:

	Year Ended June 27, 2021
Lease Costs:	
Operating lease costs	$ 412,511
Variable lease costs	156,851
Total Lease Costs	$ 569,362

	Year Ended June 27, 2021
Cash paid for amounts included in measurement of operating lease liabilities	$ 415,845

	June 27, 2021
Weighted-average remaining lease term - operating leases (in years)	5
Weighted-discount rate - operating leases	3.21%

Maturities of lease liabilities in accordance with ASC 842 as of June 27, 2021 are as follows:

2022	$ 424,396
2023	424,488
2024	424,488
2025	356,883
2026	310,188
Later years	25,850
Total Future Minimum Lease Payments	1,966,293
Less imputed remaining interest	160,662
Total	$ 1,805,631

FLOWERAMA OF AMERICA, INC.
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT C
AGENTS FOR SERVICE OF PROCESS & STATE ADMINISTRATORS

FLOWERAMA OF AMERICA, INC.

LIST OF STATE AGENCIES AND AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Financial Protection and Innovation: 320 West 4th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505/(866) 275-2677	California, Commissioner of Financial Protection and Innovation 320 West 4th Street, Suite 750 Los Angeles, California 90013 (213) 576-7505/(866) 275-2677
HAWAII	Business Registration Division Department of Commerce and Consumer Affairs 335 Merchant Street, Room 203 Honolulu, Hawaii 96810 (808) 586-2722	Commissioner of Securities, Department of Commerce & Consumer Affairs 335 Merchant Street Room 203 Honolulu, Hawaii 96813 (808) 586-2722
ILLINOIS	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465	Franchise Bureau Office of the Attorney General 500 South Second Street Springfield, Illinois 62706 (217) 782-4465
INDIANA	Indiana Secretary of State Securities Division, E-111 302 West Washington Street, Room E-111 Indianapolis, Indiana 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531
MARYLAND	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360	Maryland Securities Commissioner Office of the Attorney General 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
MICHIGAN	Michigan Department of Attorney General Consumer Protection Division, Attn: Franchise Section 525 West Ottawa G. Mennen Williams Building, 1st Floor Lansing, Michigan 48913 (517) 335-7567	Michigan Department of Commerce Corporations and Securities Bureau P.O. Box 30054 6546 Mercantile Way Lansing, Michigan 48909 (517) 241-6345
MINNESOTA	Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600	Minnesota Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600
NEBRASKA	Nebraska Department of Banking and Finance Bureau of Securities/Financial Institutions Division 1526 K Street, Suite 300 Lincoln, Nebraska 68508-2723 (402) 471-2171	Nebraska Department of Banking and Finance Bureau off Securities/Financial Institutions Division 1526 K Street, Suite 300 Lincoln, Nebraska 68508-2723 (402) 471-2171

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005-1495 (212) 416-8222 (Phone) (212) 416-6042 (Fax)	New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, New York 12231-0001 (518) 473-2492
NORTH DAKOTA	North Dakota Securities Department 600 East Boulevard Avenue State Capitol Fifth Floor, Department 414 Bismarck, North Dakota 58505-0510 (701) 328-4712	North Dakota Securities Commissioner 600 East Boulevard Avenue State Capitol Fifth Floor, Department 414 Bismarck, North Dakota 58505-0510 (701) 328-4712
OREGON	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387	Department of Insurance and Finance Corporate Securities Section Labor and Industries Building Salem, Oregon 97310 (503) 378-4387
RHODE ISLAND	Securities Division State of Rhode Island Department of Business Regulation Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462 9582	Director, Securities Division Department of Business Regulation, Bldg. 69, First Floor John O. Pastore Center 1511 Pontiac Avenue Cranston, Rhode Island 02920 (401) 462 9582
SOUTH DAKOTA	Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563	Director, Department of Labor and Regulation Division of Insurance Securities Regulation 124 South Euclid, Suite 104 Pierre, South Dakota 57501 (605) 773-3563
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 East Main Street, First Floor Richmond, Virginia 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, First Floor Richmond, Virginia 23219 (804) 371-9733
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, Washington 98507 (360) 902-8760	Director, Department of Financial Institutions Securities Division 150 Israel Road S.W., 3rd Floor Tumwater, Washington 98501 (360) 902-8760
WISCONSIN	Franchise Registration Divisions of Securities Wisconsin Department of Financial Institutions Division of Securities 201 West Washington Street, Suite 300 Madison, Wisconsin 53703 (608) 266-1064	Securities and Franchise Registration Wisconsin Securities Commission 201 West Washington Street, Suite 300 Madison, Wisconsin 53703 (608) 266-1064

FLOWERAMA OF AMERICA, INC.
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT D
LIST OF CURRENT FRANCHISEES

LIST OF CURRENT FRANCHISEES AS OF July 3, 2022

Alabama	
William H. Enfinger Flowerama #159 3000 Airport Blvd. Mobile, AL 36606 251-473-3371	
Arkansas	
DNA FLOWERS, INC. Daniel & Audra Alexander Flowerama #220 1500 SE Walton Blvd Bentonville, AR 72712 479-657-6997	
Colorado	
Kayla M. Wilson & Rayden Garcia Flowerama #143 1244 Lake Avenue Pueblo, CO 81004 719-595-1300	
Florida	
Charles A. & Catherine Hines Flowerama #140 2001 Drew Street Clearwater, FL 33765 727-461-3530	Randal Wolfe & Susan Mitchell-Wolfe Flowerama #162 333 Gulf Breeze Parkway Gulf Breeze, FL 32561 850-916-7673
Frank M. & Marisa Smetak Flowerama #136 9426 San José Blvd. Jacksonville, FL 32257 904-733-5050	Randal Wolfe & Susan Mitchell-Wolfe Flowerama #224 37 North Navy Blvd. Pensacola, FL 32507 850-465-3511
Georgia	
Edgar & Elba E. Feliciano Flowerama #218 1705 Old Norcross Road Lawrenceville, GA 30045 678-205-2977	

Illinois	
Elaine Hanusa Flowerama #176 4 West Hawley Street Mundelein, IL 60060 847-566-1899	
Iowa	
Tamy Vorhes (Co-Brand) Flowerama #222 817 South Riverside Drive Iowa City, IA 52246 319-337-5623	
Kansas	
Michael O'Keefe Flowerama #110 10211 West 75th Street Overland Park, KS 66204 913-962-0027	
Kentucky	
Trudy Rogers Flowerama #118 7292 Turfway Road Florence, KY 41042 859-282-0070	
Minnesota	
Dean Shaffer Flowerama #175 220 County Road 42 Apple Valley, MN 55124 952-432-4229	KESM SELPH, LLC Kristin Lisa Selph & Ernest Merle Selph III Flowerama #227 1676 North Lexington Parkway St. Paul, MN 55117 651-488-7676
Missouri	
DCAH ENTERPRISE LLC Melvin D. & Colleen A. Parker Flowerama #226 659 W. Sunshine Street Springfield, MO 65807 417-869-9890	

Nebraska	
Brenda S. Veasman Flowerama #203 14265 Pacific Street Omaha, NE 68154 402-333-3430	
New Mexico	
David L. & Donna F. Watson Flowerama #104 1300 South El Paseo Road Las Cruces, NM 88001 575-523-6400	
Ohio	
Candace Juenke Flowerama #214 2495 Mogador Road Akron, OH 44312 330-798-7726	Robert L. & Jeanne Ozment Flowerama #116 4785 East Broad Street Whitehall, OH 43213 614-759-1517
Candace Juenke Flowerama #148 5401 Memphis Avenue Cleveland, OH 44144 216-739-9417	Robert L. & Jeanne Ozment Flowerama #215 1600 Morse Road Columbus, OH 43229 614-547-0806
BLAS FLOWERS LLC (Transfer) Brandon Lamsdale & Amy Slade Flowerama #194 490 Woodman Drive Dayton, OH 45431 937-424-1392	BLAS FLOWERS LLC Brandon Lamsdale & Amy Slade Flowerama #178 3000 Shroyer Road Kettering, OH 45429 937-298-4405
William J. & Sandra Whitehead Flowerama #217 6000 S. Broadway Avenue Lorain, OH 44053 440-233-4500	Candace Juenke Flowerama #179 5271 Warrensville Center Road Maple Heights, OH 44137 216-581-7760
Candace Juenke Flowerama #158 7584 Pearl Road Middleburg Heights, OH 44130 440-816-0695	Robert L. & Jeanne Ozment Flowerama #103 6311 East Main Street Reynoldsburg, OH 43068 614-575-2070
Oklahoma	

Kang Rin Lee & Young S. Lee Flowerama #186 5040 N. MacArthur Blvd. Oklahoma City, OK 73122 405-787-0100	
Pennsylvania	
Patricia L. Fowler Flowerama #114 4776 McKnight Road Pittsburgh, PA 15237 412-364-9035	
Texas	
Raymond L. Boss Flowerama #106 907 Andrews Highway Midland, TX 79701 432-697-0255	Thang Cao Flowerama #168 1151 West Parker Road, #200 Plano, TX 75023 972-398-6404
Rodger & Dana Keele Flowerama #141 5404 Babcock Road San Antonio, TX 78240 210-558-1000	
Virginia	
John W. & Victoria L. Zachary Flowerama #204 2801-A Hathaway Road Richmond, VA 23225 804-560-7700	
Wisconsin	
LO-FLO CENTERS, INC. Kyle Hogarty & Jeremy Stickman Flowerama #164 2191 W. Wisconsin Avenue Appleton, WI 54914 920-996-9808	LO-FLO CENTERS, INC. Kyle Hogarty & Jeremy Stickman Flowerama #173 1405 Main Street Green Bay, WI 54302 920-996-9808

LIST OF FRANCHISEES WHO HAVE SIGNED FRANCHISE AGREEMENTS, BUT ARE NON-OPERATIONAL AS OF July 3, 2022

DNA FLOWERS, INC.
Daniel & Audra Alexander
Flowerama #228
3002 West Sunset Ave.
Springdale, AR 72762
479-657-6997

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

FLOWERAMA OF AMERICA, INC.
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT E
LIST OF FORMER FRANCHISEES

FRANCHISEES WHO HAVE LEFT THE SYSTEM AS OF JULY 3, 2022

Robert L. & Jeanne Ozment Flowerama #124 635 South State Street Westerville, OH 43081 614-898-5950	
Scott C. & Robin Patricia Sigl Flowerama #143 1244 Lake Avenue Pueblo, CO 81004 719-595-1300	

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

FLOWERAMA OF AMERICA, INC.
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT F
STATE SPECIFIC ADDENDA

ILLINOIS
ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, as amended (the "Act"), the Disclosure Document is amended as follows:

1. Illinois law governs the agreements between the parties to the Franchise Agreement.

2. Section 4 of the Act provides that any provision in the Franchise Agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a Franchise Agreement may provide for arbitration outside of Illinois.

3. Section 41 of the Illinois Franchise Disclosure Protection Act provides that any condition, stipulation or provision that purports to bind a person acquiring any franchise to waive compliance with the Act or any other law of Illinois is void.

4. Your rights upon termination and non-renewal of the Franchise Agreement are set forth in sections 19 and 20 of the Act.

ILLINOIS
ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM TO FRANCHISE AGREEMENT (this "Addendum") dated _____, is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "Franchise Agreement") dated _____, by and between FLOWERAMA OF AMERICA, INC., an Iowa corporation, as franchisor ("Franchisor"), and _____, as franchisee ("Franchisee"). Where and to the extent that any of the provisions of this Addendum are contrary to, in conflict with or inconsistent with any provision contained in the Franchise Agreement, the provisions contained in this Addendum shall control. Defined terms contained in the Franchise Agreement shall have the identical meanings in this Addendum.

1. Illinois law governs the agreements between the parties to the Franchise Agreement.

2. Section 4 of the Illinois Franchise Disclosure Act provides that any provision in the Franchise Agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a Franchise Agreement may provide for arbitration outside of Illinois.

3. Section 41 of the Illinois Franchise Disclosure Protection Act provides that any condition, stipulation or provision that purports to bind a person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act or any other law of Illinois is void.

4. Franchisee's rights upon termination and non-renewal of the Franchise Agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and understands and consents to be bound by all of its terms.

FRANCHISOR:	FRANCHISEE:
FLOWERAMA OF AMERICA, INC., An Iowa corporation	_____ A _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM REQUIRED BY THE STATE OF MINNESOTA

In accordance with the requirements of the state of Minnesota the following disclosure should be read in conjunction with the Disclosure Document and Franchise Agreement. Any inconsistency with the information contained in the Disclosure Document and Franchise Agreement will be resolved in favor of this Minnesota Addendum.

1. Item 5 of the Franchise Disclosure Document is amended as follows:

   "Despite the payment provisions in this Item 5, all initial fees and payments due to us will be deferred until the first business day following the date that we have completed all of our material initial obligations to you under the Franchise Agreement and you begin to conduct business at the Franchised Location, at which time all initial fees and payments will become immediately due and payable."

2. Article 3 of the Franchise Agreement is amended as follows:

   "Despite the payment provisions in this Article 3, all initial fees and payments due to us will be deferred until the first business day following the date that we have completed all of our material initial obligations to you under the Franchise Agreement and you begin to conduct business at the Franchised Location, at which time all initial fees and payments will become immediately due and payable."

3. Item 13 "Trademarks" is amended by adding the following:

   "As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12(g), we will reimburse you for any of your costs incurred in the defense of your right to use the Marks, so long as you were using the Marks in the manner authorized by us, and so long as we are timely notified of the claim and are 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. Item 17 "Renewal, Termination, Transfer and Dispute Resolution" is amended by adding the following:

   A. Renewal and Termination

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

   B. Choice of Forum

      Nothing in the Disclosure Document or Agreement can abrogate or reduce any of your rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

C. Releases

A general release shall not relieve any person from liability imposed by Minn. Stat. Sec. 80C.22.

5. Minn. Stat. Sec. 80C.21 and Minnesota Rules 2860.4400(J) prohibit us from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring you to consent to liquidated damages, termination penalties, or judgment notes.

6. Minnesota law prohibits us from requiring you to consent to us obtaining injunctive relief. However, we may seek injunctive relief. In addition, a court will determine if a bond is required.

7. Any provisions that pertain to a limitation of claims must comply with Minn. Stat. Sec. 80C.17, Subd. 5.

8. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the Minnesota Franchise Law are met independently without reference to this Addendum.

9. In the event of any conflict between the terms of this Addendum and the terms of the Franchise Agreement, the terms of this Addendum shall prevail.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and understands and consents to be bound by all of its terms.

FRANCHISOR:	FRANCHISEE:
FLOWERAMA OF AMERICA, INC., An Iowa corporation	_____ A _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM REQUIRED BY 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 C OR YOUR PUBLIC LIBRARY FOR SOURCES OF INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NYS DEPARTMENT OF LAW, INVESTOR PROTECTION BUREAU, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005-1495. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

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

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

   A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil 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 Item 4 of the Franchise Disclosure Document:

   Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after that officer or general partner of the franchisor held this position in the company or partnership.

4. The following is added to the end of Item 5 of the Franchise Disclosure Document:

   The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. The following is added to the end of the "Summary" sections of Item 17(c) of the Franchise Disclosure Document, titled "Requirements for franchisee to renew or extend," and Item 17(m) of the Franchise Disclosure Document, entitled "Conditions for franchisor approval of transfer":

   However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

6. The following language replaces the "Summary" section of Item 17(d) of the Franchise Disclosure Document, titled "Termination by franchisee":

   You may terminate the agreement on any grounds available by law.

7. The following is added to the end of the "Summary" section of Item 17(j) of the Franchise Disclosure Document, titled "Assignment of contract by franchisor":

   However, no assignment will be made except to an assignee who in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the Franchise Agreement.

8. The following is added to the end of the "Summary" sections of Item 17(v) of the Franchise Disclosure Document, titled "Choice of forum", and Item 17(w) of the Franchise Disclosure Document, titled "Choice of law":

   The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of the State of New York.

NEW YORK

ADDENDUM TO FRANCHISE AGREEMENT

THIS ADDENDUM TO FRANCHISE AGREEMENT (this "Addendum") dated _____, is intended to be a part of, and by this reference is incorporated into that certain Franchise Agreement (the "Franchise Agreement") dated _____, by and between FLOWERAMA OF AMERICA, INC., as franchisor ("Franchisor") and _____, as franchisee ("Franchisee"). Defined terms contained in the Franchise Agreement shall have the identical meanings in this Addendum.

The parties to the Franchise Agreement hereby acknowledge and agree that:

1. To the extent required by applicable law, all rights Franchisee enjoys and any causes of action arising in Franchisee's 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.

2. Franchisee may terminate the Franchise Agreement on any grounds available by law.

3. Irrespective of any rights granted to Franchisor to assign the Franchise Agreement, no assignment will be made except to an assignee who in good faith and judgment of Franchisor, is willing and financially able to assume Franchisor's obligations under the Franchise Agreement.

4. No choice of law or choice of forum provision in the Franchise Agreement should be considered a waiver of any right conferred upon Franchisor or upon Franchisee by Article 33 of the General Business Law of the State of New York.

5. In the event of any conflict between the terms of this Addendum and the terms of the Franchise Agreement, the terms of this Addendum shall prevail.

6. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the General Business Law of the State of New York are met independently without reference to this Addendum.

(Signature Page Follows)

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and understands and consents to be bound by all of its terms.

FRANCHISOR:	FRANCHISEE:
FLOWERAMA OF AMERICA, INC., An Iowa corporation	_____, A _____
By: _____	By: _____
Name: _____	Name: _____
Its: _____	Its: _____

ADDENDUM REQUIRED BY THE STATE OF NORTH DAKOTA

This addendum to the Disclosure Document, Franchise Agreement, Premier Order Fulfillment Agreement, BloomNet Membership Agreement and BloomNet Technologies Systems Agreement effectively amends and revises said documents as follows:

1. Item 17(c) of the Disclosure Document and Section 4 of the Franchise Agreement are hereby amended to provide as follows: "Any provision in the Franchise Agreement, that requires the franchisee to sign a general release upon renewal of the Franchise Agreement is unfair, unjust or inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law."

2. Item 17(i) of the Disclosure Document, Section 22 of the Franchise Agreement, Section 2 of the Premier Order Fulfillment Agreement, Section "Termination" of the BloomNet Membership Agreement and Section 8 of the BloomNet Technologies Systems Agreement requires the franchisee to consent to termination or liquidated damages. Since the Commissioner has determined this to be unfair, unjust and inequitable within the intent of Section 51-19-09 of the North Dakota Franchise Investment Law, these provisions are hereby deleted in each place they appear in the Disclosure Document and Agreements used in North Dakota.

3. Covenants not to compete are generally considered unenforceable in the State of North Dakota, in accordance with Section 51-19-09 of the North Dakota Franchise Investment Law. Item 17(r) of the Disclosure Document, Section 16 of the Franchise Agreement and Section 15 of the Fruit Bouquets Order Fulfillment Agreement are amended accordingly.

4. Item 17(u) of the Disclosure Document and Section 9 of the BloomNet Technologies Systems Agreement are amended to provide that arbitration shall be held at a site that is agreeable to all parties.

5. Item 17(v) of the Disclosure Document, Section 23 of the Franchise Agreement, Section 14 of the Fruit Bouquets Order Fulfillment Agreement, Section 14 of the Premier Order Fulfillment Agreement and Section 9 of the BloomNet Technologies Systems Agreement, which require jurisdiction of courts in the State of Iowa or New York, are deleted.

6. Item 17(w) of the Disclosure Document, Section 23 of the Franchise Agreement, Section 14 of the Fruit Bouquets Order Fulfillment Agreement, Section 14 of the Premier Order Fulfillment Agreement and Section 9 of the BloomNet Technologies Systems Agreement are amended to indicate that the agreements are to be construed according to the laws of the State of North Dakota.

7. Apart from civil liability as set forth in Section 51-19-12 N.D.C.C., which is limited to violations of the North Dakota Franchise Investment Law (registration and fraud), the liability of the franchisor to a franchisee is based largely on contract law. Despite the fact that those provisions are not contained in the franchise investment law, those provisions contain substantive rights intended to be afforded to North Dakota residents. Therefore, North Dakota franchisees will not be required to waive their rights under North Dakota law.

8. The provisions of Section 23 of the Franchise Agreement, Section 14 of the Premier Order Fulfillment Agreement and Section 14 of the Fruit Bouquets Order Fulfillment Agreement, which require a franchisee to consent to a waiver of trial by jury and the provisions of Section 23 of the Franchise Agreement which require a franchisee to consent to a waiver of exemplary and punitive damages, are contrary to Section 51-19-09 of the North Dakota Franchise Investment Law and are hereby deleted.

9. Provisions of the Franchise Agreement requiring the Franchisee to consent to liquidated damages or termination penalties, requiring the Franchisee to consent to a limitation of claims or requiring the Franchisee to pay all of Franchisor's costs and expenses incurred in enforcing the agreement may not be enforceable under North Dakota law. Section 23 of the Franchise Agreement is hereby amended in accordance with Section 51-19-09 of the North Dakota Franchise Investment Law and shall be changed to read that the prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

10. In the event of any conflict between the terms of this Addendum and the terms of the Franchise Agreement, the terms of this Addendum shall prevail.

11. Each provision of this Addendum shall be effective only to the extent, with respect to such provision, that the jurisdictional requirements of the North Dakota Franchise Investment Law are met independently without reference to this Addendum.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum and understands and consents to be bound by all of its terms.

FRANCHISOR:	FRANCHISEE:
FLOWERAMA OF AMERICA, INC., An Iowa corporation	_____ A _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM REQUIRED BY THE STATE OF SOUTH DAKOTA

The Disclosure Document is amended as follows:

Notwithstanding any provision in the Franchise Agreement that provides for a covenant not to compete upon termination or expiration of the Franchise Agreement, such covenants are generally unenforceable in the State of South Dakota, except in certain instances provided by law. Notwithstanding any provision in the Franchise Agreement that provides for arbitration in a state other than South Dakota, under South Dakota law, arbitration must be conducted at a mutually agreed upon site in accordance with § 11 of the Commercial Arbitration Rules of the American Arbitration Association.

Notwithstanding any provision in the Franchise Agreement that designates any law other than the laws of the State of South Dakota as the governing law, or that specifies that any provision in the Franchise Agreement is to be construed under any law other than the laws of the State of South Dakota, Franchise registration, employment, covenants not to compete, and other matters of local concern will be governed by the laws of the State of South Dakota. Contractual and all other matters will be subject to application, construction, enforcement, and interpretation under the governing law specified by the Franchise Agreement.

Under South Dakota law, any provision in a Franchise Agreement which designates jurisdiction or venue or requires the franchisee to agree to jurisdiction or venue outside South Dakota is void with respect to any cause of action which is governed by the law of South Dakota.

Under South Dakota law, termination provisions contained in the Disclosure Document and Franchise Agreement covering breach of the Franchise Agreement, failure to meet performance and quality standards, and failure to make management service fee payments, must afford a franchisee thirty (30) days written notice with an opportunity to cure the default prior to termination. Under SDL 37-5B-21, any condition, stipulation or provision purporting to waive compliance with any provision of this chapter or any rule or order under it is void.

Any acknowledgment, 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, misrepresentation or action that would violate the South Dakota franchise law or a rule or order under the South Dakota franchise law.

FLOWERAMA OF AMERICA, INC.
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT G-1
PROMISSORY NOTE

FLOWERAMA OF AMERICA, INC.

PROMISSORY NOTE

$_____ Jericho, New York _____

1. PRINCIPAL AND PAYMENT.

FOR VALUE RECEIVED, the undersigned, _____ ("Maker"), promises to pay FLOWERAMA OF AMERICA, INC., an Iowa corporation, or order ("Payee"), without deduction or offset, at the address specified for notice to Payee in Paragraph 8 hereof (or at such other place as Payee shall specify in writing), in lawful money of the United States of America, the principal amount of _____ and ____/100 ($_____), together with interest thereon at the rate of _____ percent (___%) per annum as follows until the entire balance due under this Note shall be paid in full: _____
_____

2. PREPAYMENT.

This Note may be prepaid at any time or from time to time, in whole or in part, without penalty.

3. APPLICATION OF PAYMENTS.

Each payment on this Note (whether made when due or otherwise) shall first be credited against any interest then due, and the remainder of such payment shall be credited against the unpaid principal.

4. DEFAULT; ACCELERATION.

If one or more of the following events shall occur ("Events of Default" or an "Event of Default"):

a. Maker shall default in the due and punctual payment of any installment due hereunder, whether at maturity, upon acceleration or otherwise, and such default shall continue for a period of ten (10) days after written notice of such default is given by Payee to Maker; or

b. Maker shall default in the performance of Maker's obligations under the “Franchise Agreement” between Maker and Payee, as Franchisor, dated _____ and such default shall continue past the applicable cure period set forth in the Franchise Agreement after written notice of such default is given by Payee to Maker; or

c. Maker shall sell, exchange, transfer or make any other disposition of all or substantially all of the assets (other than a transfer by Maker to an affiliated entity) of the Franchised Unit or the Flowerama business located at the Franchised Location; or

d. Maker, or its owners if it is an entity, shall be adjudicated bankrupt or insolvent, or make an assignment for the benefit of creditors; or Maker, or its owners if it is an entity, shall apply for or consent to the appointment of a custodian, receiver, trustee, or similar officer for it or for all or any substantial part of its property; or such custodian, receiver, trustee or similar officer shall be appointed without the application or consent of Maker, or its owners if it is an entity, and such appointment shall continue undischarged for a period of sixty (60) days; or

e. Maker, or its owners if it is an entity, shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against Maker, or its owners if it is an entity, and shall remain undismissed for a period of sixty (60) days;

THEN

upon the occurrence of an Event of Default under Paragraphs 4(c), 4(d) or 4(e) above, automatically, and, upon the occurrence of an Event of Default under Paragraphs 4(a) or 4(b), upon the election of Payee following the expiration of the ten (10) day period provided therein, the entire principal balance of this Note, and all accrued interest, without further demand, shall immediately become due and payable. No delay or omission on the part of Payee in exercising any right under this Note shall operate as a waiver of such right.

5. WAIVER.

Maker waives presentment, protest and demand, notice of protest, demand, dishonor and nonpayment of this Note, notice of acceleration, notice of intent to accelerate, and any and all other notices or matters of a like nature; provided that, such waiver shall not extend to any notice of default to be given by Payee under Paragraphs 4(a) or 4(b) hereof.

6. ATTORNEYS' FEES.

Maker agrees that if any legal action is brought to enforce or collect this Note, Payee shall be entitled to reasonable attorney's fees and costs, and any and all costs of collection, in addition to any other relief to which Payee may be entitled. This provision shall be applicable to the entire Note.

7. SEVERABILITY.

Every provision of this Note is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

8. NOTICES.

All notices, statements or demands shall be in writing and shall be served in person, by Express Mail, by certified mail, by private overnight delivery or by electronic transmission (fax). Service shall be deemed conclusively made: (a) at the time of service, if personally served; (b) twenty-four (24) hours (exclusive of weekends and national holidays) after deposit in the United States mail, properly addressed and postage prepaid, if served by Express Mail; (c) upon the earlier of actual receipt or three (3) calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served

by certified mail; (d) twenty-four (24) hours after delivery by the party giving the notice, statement or demand if by private overnight delivery; and (e) at the time of electronic transmission, if such transmission occurs prior to 5:00 p.m. on a business day and a copy of such notice is mailed within twenty-four (24) hours after the transmission.

Any notice or demand to Payee shall be given to:

Flowerama of America, Inc.
5108 Nordic Drive
Cedar Falls, Iowa 50613
Fax: 516-237-7797
Attention: Senior Vice President, Retail Operations

With a copy to:

1-800-Flowers.Com
Two Jericho Plaza,, Suite 200
Jericho, New York 11753
Fax: 516-433-2184
Attention: General Counsel/Corporate Secretary

With a copy to:

1-800-Flowers.Com Franchise Co., Inc.
Two Jericho Plaza, Suite 200
Jericho, New York 11753
Fax: 516-237-7797
Attention: Senior Vice President, Retail Operations

Any notice or demand to Maker shall be given to:

_____
_____
_____
Fax: _____

Either party may change its address for the purpose of receiving notices, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other party.

9. BINDING EFFECT.

All the terms and provisions of this Note shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

10. HEADINGS.

Headings at the beginning of each numbered Paragraph of this Note are intended solely for convenience and are not to be deemed or construed to be a part of this Note.

11. SECURITY FOR PAYMENT OF NOTE.

Payment of this Note shall be secured by a security interest in the "Assets" located at the Franchised Unit and certain other assets of the Franchised Unit as evidenced by the "Security Agreement" executed by Maker in favor of Payee concurrently with the execution of this Note.

12. GOVERNING LAW AND VENUE.

This Note shall be governed by the laws of the State of New York. Any dispute arising out of this Agreement shall be resolved by the Courts of the State of New York, and the parties hereby consent that venue must be placed in the Supreme Court of the State of New York, Nassau County, or the United States District Court in and for the Eastern District of New York, and the parties submit to the exclusive jurisdiction of said Courts. THE PARTIES SPECIFICALLY WAIVE TRIAL BY JURY.

IN WITNESS WHEREOF, the undersigned have executed this Note as of the day and year first above written.

MAKER:

_____

INDIVIDUAL GUARANTY OF PROMISSORY NOTE

In consideration of any financial accommodations previously, now or hereafter made or granted by Flowerama of America, Inc. ("Lender") to or for the account of _____ ("Borrower"), under that certain Promissory Note (the "Note") dated _____ payable by Borrower to Lender, said Note having been delivered in connection with that certain Franchise Agreement between Borrower as Franchisee and Lender as Franchisor dated _____ (the "Franchise Agreement"), and in order to induce Lender to accept the Note from Borrower, _____ ("Principal"), being the _____ and the holder of a majority interest in Borrower, hereby guarantees: (i) the prompt payment to Lender of all sums that may in any manner whatsoever be presently due and owing and of all sums which shall in the future become in any manner whatsoever due and owing to Lender from Borrower under the Note whether by acceleration or otherwise; and (ii) the due performance by Borrower of all its obligations under the Note.

Principal also agrees: (a) that the liability of Principal is DIRECT, ABSOLUTE AND UNCONDITIONAL and may be enforced without (i) requiring Lender first to resort to any other right, remedy or security or (ii) regard to the validity, regularity or enforceability of any obligation or purported obligation of Borrower under the Note or otherwise; (b) that this Guaranty shall not be impaired by any modification or extension of the Note or any other agreement between Borrower and Lender, nor by any modification or release of any of the obligations hereby guaranteed or of any security therefor, nor by any agreement or arrangement whatsoever with Borrower or anyone else; (c) that Principal shall be liable to Lender for all attorneys' fees and costs incurred by Lender by reason of this Guaranty or in connection with or arising out of or in enforcing any rights granted Lender hereunder or in any respect relating to the Note; (d) that Principal shall not have any right of subrogation, reimbursement or indemnity whatsoever, nor any right of recourse to security for the debts and obligations of Borrower to Lender, unless and until all of Borrower's obligations in respect of the Note have been paid in full; (e) that if Borrower or Principal shall at any time become insolvent or make a general assignment or if a petition in bankruptcy or any insolvency or reorganization proceedings shall be filed or commenced by or against Borrower or Principal, any and all obligations of Principal shall, at Lender's option, become immediately due and payable without notice; (f) that this Guaranty is, as to Principal, a continuing Guaranty that shall remain effective until all obligations of Borrower to Lender shall be paid in full; (g) that nothing shall discharge or satisfy the liability of Principal except the full payment and performance of all Borrower's debts and obligations to Lender in respect of the Note; (h) that any and all present and future debts and obligations of Borrower to Principal are hereby waived and postponed in favor of and subordinated to the full payment and performance of all present and future debts and obligations of Borrower to Lender.

Principal warrants and represents to and covenants with Lender that: this Guaranty contains Principal's entire agreement with respect to Principal's guarantee of Borrower's obligations; all prior agreements, commitments, understandings, representations, warranties and negotiations in connection herewith, if any, are hereby merged into this Guaranty; and no oral representations shall in any manner whatsoever modify or explain any of the terms and conditions of this Guaranty. This Guaranty may not be changed or terminated in any manner whatsoever, except in writing signed by Principal and Lender.

Principal covenants with Lender that Principal has the full legal right, power and authority to execute this Guaranty; and that none of Principal's obligations hereunder will result in any breach of any provision of any agreement or instrument to which Principal is a party or by which Principal is bound.

PRINCIPAL WAIVES: (a) notice of acceptance hereof; (b) THE RIGHT TO A JURY TRIAL IN ANY ACTION HEREUNDER; (c) presentment, demand and protest of any instrument and notice thereof; (d) notice

of default; (e) all other notices or formalities to which Principal is or might be entitled whether by law or otherwise; and (f) all rights of set-off.

Principal's obligations under this Guaranty shall include all amounts paid by or on behalf of Borrower that may be recovered by any person or entity as a preference, fraudulent transfer or conveyance or similar transfer and all of Lender's costs and expenses of the defense of any action for such recovery.

This Guaranty, all acts and transactions hereunder and the rights and obligations of the parties hereto, shall be governed, construed and interpreted according to the laws of the State of New York. Principal hereby agrees that all actions or proceedings arising directly or indirectly, in connection with, out of or related to this Guaranty ("Litigation") shall be litigated, in Lender's sole discretion and election, in state and federal courts in the State of New York, Counties of Nassau and Principal hereby subjects himself and consents to the jurisdiction and venue of the Supreme Court of the State of New York, County of Nassau, or the United States District Court in and for the Eastern District of New York, as the exclusive jurisdiction in any action or proceeding brought by Principal or Payee arising out of this Guaranty, and any documents or agreements executed in connection therewith, and designates such Courts as the exclusive jurisdiction and the proper venue for any action brought for or against Principal.

This Guaranty shall be binding upon the successors and assigns of Principal and shall inure to the benefit of Lender's successors and assigns. This Guaranty shall apply in favor of and be jointly and severally enforceable by Lender and each of its affiliates, successors and assigns.

PRINT NAME: _____, GUARANTOR

SIGNATURE:_____

DATE:_____

HOME ADDRESS:_____

_____

_____

EXHIBIT A

AMORTIZATION SCHEDULE

FLOWERAMA OF AMERICA, INC.
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT G-2
GUARANTEE OF PROMISSORY NOTE

FLOWERAMA OF AMERICA, INC.

GUARANTEE OF PROMISSORY NOTE

THIS GUARANTEE OF PROMISSORY NOTE (this "Guarantee") is executed by the undersigned (the "Guarantors") in favor of Franchisor, in consideration of, and as an inducement to, the acceptance of that certain Promissory Note, and any revisions, modifications and amendments thereto (hereinafter collectively the "Note") dated _____, in favor of FLOWERAMA OF AMERICA, INC., an Iowa corporation (hereinafter the "Franchisor"), from _____ (hereinafter the "Franchisee"), each of the Guarantors agree as follows:

1. The Guarantors do hereby jointly and severally unconditionally guarantee the full, prompt and complete performance of Franchisee under the terms, covenants and conditions of the Note, including, without limitation, the complete and prompt payment of all indebtedness to Franchisor under the Note. The word "indebtedness" is used herein in its most comprehensive sense and includes, without limitation, any and all advances, debts, obligations and liabilities of Franchisee, now or hereafter incurred, either voluntarily or involuntarily, and whether due or not due, absolute or contingent, liquidated or unliquidated, determined or undetermined, or whether recovery thereof may be now or hereafter barred by any statute of limitation or is otherwise unenforceable.

2. The obligations of the Guarantors are independent of the obligations of Franchisee and a separate action or actions may be brought and prosecuted against any or all of the Guarantors, whether or not actions are brought against Franchisee or whether Franchisee is joined in any such action.

3. If Franchisee is a corporation, partnership or limited liability company, Franchisor shall not be obligated to inquire into the power or authority of Franchisee or its partners or the officers, directors, agents, members or managers acting or purporting to act on Franchisee's behalf and any obligation or indebtedness made or created in reliance upon the exercise of such power and authority shall be guaranteed hereunder. Where the Guarantors are corporations or partnerships, it shall be conclusively presumed that the Guarantors and the partners, agents, officers and directors acting on their behalf have the express authority to bind such corporations or partnerships and that such corporations or partnerships have the express power to act as the Guarantors pursuant to this Guarantee and that such action directly promotes the business and is in the interest of such corporations or partnerships.

4. The Franchisor, its successors and assigns, may from time to time, without notice to the Guarantors: (a) resort to the Guarantors for payment of any of the indebtedness, whether or not it or its successors have resorted to any property securing any of the indebtedness or proceeded against any other of the Guarantors or any party primarily or secondarily liable on any of the indebtedness; (b) release or compromise any indebtedness of any of the Guarantors hereunder or any indebtedness of any party or parties primarily or secondarily liable on any of the indebtedness; (c) extend, renew or credit any of the indebtedness for any period (whether or not longer than the original period); (d) alter, amend or exchange any of the indebtedness; or (e) give any other form of indulgence, whether under the Note or otherwise.

5. The Guarantors further waive presentment, demand, notice of dishonor, protest, nonpayment and all other notices whatsoever, including without limitation: notice of acceptance hereof; notice of all contracts and commitments; notice of the existence or creation of any liabilities under the Note and of the amount and terms thereof; and notice of all defaults, disputes or controversies between Franchisee and Franchisor resulting from the Note or otherwise, and the settlement, compromise or adjustment thereof.

6. This Guarantee shall be enforceable by and against the respective administrators, executors, successors and assigns of the Guarantors and the death of any Guarantor shall not terminate the liability of Guarantor or limit the liability of the other Guarantors hereunder.

7. If more than one person has executed this Guarantee, the term the "Guarantors" as used herein shall refer to each such person, and the liability of each of the Guarantors hereunder shall be joint and several and primary as sureties.

8. In each case where a spouse of any Guarantor has executed any documents in connection with the Note, and Franchisee subsequently divorces from such spouse, then, in the event that Franchisee subsequently remarries, the new spouse of such Franchisee must execute, and agree to be bound by the provisions of, each of the documents previously executed by Franchisee's original spouse.

9. This Guarantee shall be governed by and construed in accordance with the laws of the State of New York. In the event of any conflict of law, the law of New York shall prevail, without regard to the application of New York conflict of laws rules. Venue for purposes of any legal proceedings brought in connection with or arising out of this Guarantee shall be conclusively presumed to be in the State of New York, County of Nassau or County of Suffolk. Guarantors hereby submit to the exclusive jurisdiction of the Supreme Court of the State of New York, County of Nassau, and of the United States District Court in and for the Eastern District of the State of New York. GUARANTORS SPECIFICALLY WAIVE TRIAL BY JURY.

IN WITNESS WHEREOF, each of the Guarantors has executed this Guarantee under seal effective as of _____.

_____	_____
Signature	Signature of Spouse (if married)
_____	_____
Printed Name	Printed Name
_____	_____
_____	_____
_____	_____
Home Address	Home Address
_____	_____
Home Telephone	Home Telephone
_____	_____
Business Telephone	Business Telephone
_____	_____
Date	Date
_____	_____

FLOWERAMA OF AMERICA, INC.
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT G-3
SECURITY AGREEMENT

FLOWERAMA OF AMERICA, INC.

SECURITY AGREEMENT

THIS SECURITY AGREEMENT (this "Agreement") is made _____, by and between FLOWERAMA OF AMERICA, INC., an Iowa corporation ("Secured Party" or "Franchisor"), on the one hand, and _____ ("Debtor"), on the other hand, with reference to the following facts:

A. Debtor has [purchased from Secured Party the "Assets" of] [entered into a Franchise Agreement with Secured Party for the Flowerama shop (the "Franchised Unit") located at _____ (the "Franchised Location") and has agreed to operate the Franchised Unit as a franchisee of Franchisor. In conjunction with this acquisition, Debtor has agreed to pay Secured Party the sum of _____ and ____/100 Dollars ($_____) in accordance with the terms of a Promissory Note (the " Note"), a copy of which is attached hereto as Exhibit A.

B. Secured Party and Debtor desire to enter into this Agreement to grant Secured Party a security interest in all of the "Assets" at the Franchised Unit to secure payment of the Note on the terms and conditions set forth herein.

NOW, THEREFORE, IT IS AGREED:

1. INCORPORATION OF RECITALS.

The Recitals set forth in Paragraphs A and B of this Agreement are true and correct and are incorporated herein as part of this Agreement.

2. SECURITY INTEREST.

In consideration of the foregoing, Debtor hereby grants to Secured Party a security interest as follows:

a. Collateral. Debtor hereby grants to Secured Party a continuing security interest in all of the right, title and interest of Debtor in, and to, all leasehold improvements, fixtures, furnishings and equipment, inventory, supplies and delivery vehicles located at or used in connection with Debtor's Flowerama business at the Franchised Unit and the Franchised Location, now or hereafter leased or acquired by Debtor, together with all accounts, payment intangibles, attachments, accessories, additions, substitutions and replacements, all cash and non-cash proceeds derived from insurance or the disposition of such assets, all rights of Debtor to use the Flowerama trademarks, service marks, trade names, trade styles, patents, copyrights and their registrations, trade secret information and other proprietary rights, and all rights granted, owned or licensed to Debtor under contracts and licenses and franchise agreements for the use of the Flowerama trademarks, service marks, trade names, trade styles, patents, copyrights, trade secret information and other proprietary rights (collectively, the "Collateral") (i) to secure payment and performance by Debtor of the Note; and (ii) to secure payment to Secured Party by Debtor of all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees), that Secured Party may incur to enforce the terms of the Note and this Agreement.

b. Security Interest. Debtor hereby grants Secured Party a valid and continuing lien on, and perfected security interest in, the Collateral.

c. Financing Statement. Debtor hereby authorizes Secured Party to file UCC-1 Financing Statements with the Secretary of State for any state Secured Party deems necessary, which shall evidence the security interests in the Collateral.

3. WARRANTIES OF DEBTOR.

Debtor warrants, covenants and represents to Secured Party that:

a. Ownership of Collateral. Debtor is the owner of all of the Collateral, free and clear of all liens and encumbrances, except liens in favor of Secured Party.

b. Encumbrances. Until all obligations of Debtor have been paid and performed under the Note and this Agreement, Debtor shall not create, incur, assume or suffer to exist any encumbrances on the Collateral, without the prior written consent of Secured Party.

c. Defense and Indemnity. Debtor will defend its title, and Secured Party's interest, in the Collateral against all claims that may affect title to or Secured Party's security interest in the Collateral and will take any action necessary to remove any liens or encumbrances in the Collateral not authorized by this Agreement.

d. Sale of Collateral. Until all obligations of Debtor have been paid and performed under the Note and this Agreement, Debtor shall not sell or otherwise dispose of any assets or properties comprising the Collateral without the prior written consent of Secured Party.

e. Maintenance and Insurance. Debtor shall maintain the Collateral in good repair, working order and condition and shall maintain or cause to be maintained, at no cost or expense to Secured Party for the mutual benefit of Debtor and Secured Party, comprehensive broad form general public liability insurance against claims and liability for personal injury, death, or property damage arising from the use, occupancy or condition of the Franchised Unit and the improvements at the Franchised Unit. All insurance policies carried by Debtor shall provide that the policies cannot be canceled or materially changed except after thirty (30) days prior written notice by the insurer to Secured Party. All policies shall name Secured Party as an additional insured.

4. EVENTS OF DEFAULT.

If one or more of the following events shall occur, Debtor shall be in default under the Note and this Agreement:

a. Note. If Debtor shall default in the due and punctual payment of any installment due under the Note, whether at maturity, upon acceleration or otherwise, and such default shall continue for a period of ten (10) days after written notice of such default is given by Secured Party to Debtor.

b. Security Agreement and Other Agreements. If Debtor shall default in the performance of Debtor's obligations under this Agreement, or under the Note referenced herein, or under the "Franchise Agreement" between Debtor and Franchisor dated _____ and such default shall continue for a period of ten (10) days after written notice of such default is given by Secured Party to Debtor.

c. Sale of Collateral or Business. If Debtor shall sell, exchange, transfer or make any other disposition of all or substantially all of the assets (other than a transfer by Debtor to an affiliated entity) of the Franchised Unit or the Flowerama business located at the Franchised Location.

d. Adjudication. If Debtor, or its owners if it is an entity, shall be adjudicated bankrupt or insolvent, or make an assignment for the benefit of creditors; or Debtor, or its owners if it is an entity, shall apply for or consent to the appointment of a custodian, receiver, trustee, or similar officer for it or for all or any substantial part of its Collateral; or such custodian, receiver, trustee or similar officer shall be appointed without the application or consent of Debtor, or its owners if it is an entity, and such appointment shall continue undischarged for a period of sixty (60) days.

e. Institution of Proceedings. If Debtor, or its owners if it is an entity, shall institute (by petition, application, answer, consent or otherwise) any bankruptcy, insolvency, reorganization, moratorium, arrangement, readjustment of debt, dissolution, liquidation or similar proceeding relating to it under the laws of any jurisdiction; or any such proceeding shall be instituted (by petition, application or otherwise) against Debtor, or its owners if it is an entity, and shall remain undismissed for a period of sixty (60) days.

Upon the occurrence of an event of default under Paragraphs 4(c), 4(d) or 4(e) above, automatically, and, upon the occurrence of an event of default under Paragraphs 4(a) or 4(b), upon the election of Secured Party following the expiration of the ten (10) day period provided therein, the entire principal balance of the Note, and any accrued interest, without further demand, shall immediately become due and payable. No delay or omission on the part of Secured Party in exercising any right under the Note shall operate as a waiver of such right.

f. Remedies. Upon any such event of default, or at any time thereafter, Secured Party may, following notice to or demand of Debtor, declare all obligations secured hereby to be immediately due and payable, and may proceed to enforce payment of the same and exercise any and all of its rights and remedies provided by the New York Uniform Commercial Code now or hereafter existing, as well as any and all other rights and remedies afforded Secured Party by law. Secured Party will give Debtor reasonable notice of the time and place of any public sale of the Collateral, or any portion thereof, and of the time after which any private sale or other intended disposition thereof is to be made. Reasonable notice shall be deemed given if such notice is given in accordance with Paragraph 5(b) hereof at least ten (10) business days prior to the time of the sale or disposition of the Collateral. Expenses incurred by Secured Party in the sale or other disposition of the Collateral shall include all Secured Party's reasonable attorneys' fees and legal expenses, and Debtor shall be liable to Secured Party for all such expenses that Secured Party incurs.

5. GENERAL PROVISIONS.

a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of New York. Any dispute arising out of this Agreement shall be resolved by the Courts of the State of New York, and the parties hereby consent that venue must be placed in the Supreme Court of the State of New York, Nassau County, or the United States District Court in and for the Eastern District of New York, and the parties submit to the exclusive jurisdiction of said Courts. The parties specifically WAIVE TRIAL BY JURY.

b. Notices. All notices or demands shall be in writing and shall be served in person, by Express Mail, by certified mail, by private overnight delivery or by electronic transmission (fax). Service shall be deemed conclusively made (i) at the time of service, if personally served, (ii) twenty-four (24) hours (exclusive of weekends and national holidays) after deposit in the United States mail, properly addressed and

postage prepaid, if served by Express Mail, (iii) upon the earlier of actual receipt or three (3) calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail, (iv) twenty-four (24) hours after delivery by the party giving the notice, statement or demand if by private overnight delivery, and (v) at the time of electronic transmission, if such transmission occurs prior to 5:00 p.m. on a business day and a copy of such notice is mailed within twenty-four (24) hours after the transmission.

Any notice or demand to Secured Party shall be given to:

Flowerama of America, Inc.
5108 Nordic Drive
Cedar Falls, Iowa 50613
Fax: 516-237-7797
Attention: Senior Vice President, Retail Operations

With a copy to:

1-800-Flowers.Com, Inc.
Two Jericho Plaza, Suite 200
Jericho, New York 11753
Fax: 516-433-2184
Attention: General Counsel/Corporate Secretary

With a copy to:

1-800-Flowers.com Franchise Co., Inc.
Two Jericho Plaza, Suite 200
Jericho, New York 11753
Fax: 516-237-7797
Attention: Senior Vice President, Retail Operations

Any notice or demand to Debtor shall be given to:

_____
_____
_____
Fax: _____

Either party may change its address for the purpose of receiving notices, demands and other communications by a written notice given in the manner set forth above to the other party.

c. Waivers. The delay, omission or forbearance by Secured Party to take action to remedy or seek damages for the breach or default of any term, covenant or condition herein contained or to exercise any right, power or duty arising from such breach or default shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach or default of the same or any other term, covenant or condition herein contained. The subsequent acceptance of payments by Secured Party shall not be deemed to be a waiver of any preceding breach or default by Debtor other than its failure to pay the particular payment so accepted, regardless of Secured Party's knowledge of such preceding breach or default at the time of acceptance of such payment.

d. Attorneys' Fees. If Secured Party becomes a party to any legal proceedings concerning this Agreement or the Note by reason of any act or omission of Debtor or its authorized representatives, Debtor shall be liable to Secured Party for the reasonable attorneys' fees and court costs incurred by Secured Party in the legal proceedings.

e. Modification. This Agreement may be modified only by a writing executed by the party sought to be bound.

f. Entire Agreement. This Agreement, the other agreements referred to herein and any other agreement that may be executed by the parties concurrently with the execution of this Agreement, set forth the entire agreement and understanding of the parties and any agreement, representation or understanding, express or implied, heretofore made by either party or exchanged between the parties are hereby waived and canceled.

g. Cumulative Remedies. Any specific right or remedy set forth in this Agreement, legal, equitable, or otherwise, shall not be exclusive, but shall be cumulative with all other rights or remedies set forth herein or allowed or allowable by law.

h. Titles. The various titles of the Paragraphs herein are used solely for convenience and shall not be used in interpreting or construing any word, clause, paragraph, or subparagraph of this Agreement.

i. Gender. All words used in this Agreement in the singular shall include the plural and the masculine gender shall include the feminine and neuter and the neuter shall include the masculine and feminine.

j. Successors. This Agreement shall be binding upon all of the parties hereto, their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

k. Severability. The invalidity of any one or more of the provisions contained in this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

l. Additional Documents. Debtor agrees to execute, acknowledge and deliver to Secured Party and to procure the execution, acknowledgment and delivery to Secured Party of any additional documents or instruments that Secured Party may reasonably require to fully effectuate and carry out the provisions of this Agreement.

m. Counterparts and Electronic Copies. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Signatures transmitted electronically or by facsimile will be deemed original signatures. Electronic copies of this Agreement shall constitute, and be deemed, an original copy of this Agreement for all purposes; provided that, such electronic copies are fully executed, dated and identical in form to the original hard copy version of this Agreement.

n. Representation By Counsel. Debtor acknowledges and agrees that Debtor has been represented by independent legal counsel of Debtor’s choice in connection with the negotiation and review of

the terms and conditions of this Agreement, or has had the opportunity to have legal counsel assist Debtor, but has voluntarily elected not to do so.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

SECURED PARTY:	DEBTOR:
FLOWERAMA OF AMERICA, INC. An Iowa corporation	_____
By: _____	_____
Name: _____	_____
Its: _____	

EXHIBIT A

PROMISSORY NOTE

FLOWERAMA OF AMERICA, INC.
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT H-1
PREMIER ORDER FULFILLMENT AGREEMENT

PREMIER ORDER FULFILLMENT AGREEMENT

THIS PREMIER ORDER FULFILLMENT AGREEMENT (the "Agreement") is made as of the ___ day of _____, 2022 (the "Effective Date"), by and between _____, with offices located at _____("Florist") and **800-FLOWERS, INC.,** with its principal place of business located at Two Jericho Plaza, Suite 200, Jericho, New York 11753 ("1-800-Flowers").

WHEREAS, 1-800-Flowers desires to contract with certain independently owned and operated businesses with respect to the fulfillment of certain of its orders for floral and related gift products (collectively, the "Products" or "orders") for making, fulfillment and delivery (collectively "fulfillment").

WHEREAS, Florist desires to be referred such orders and handle the fulfillment of them.

WHEREAS, 1-800-Flowers is willing to contract with Florist in connection with the fulfillment of orders, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, 1-800-Flowers and Florist agree as follows:

1. Fulfillment of Orders

(a) During the term of this Agreement, 1-800-Flowers will refer orders to the Florist on a non-exclusive basis for fulfillment; provided that, Florist is able to fulfill such orders to the satisfaction of 1-800-Flowers. 1-800-Flowers reserves the absolute right to refer orders for fulfillment to other florists and floral providers at any time. No exclusivity is granted under this Agreement or otherwise.

(b) 1-800-Flowers shall handle all customer inquiries with reference to the orders. Florist shall timely render to 1-800-Flowers any and all assistance requested with reference to any such inquiries.

(c) Florist shall bear full responsibility for the fulfillment of all orders, including, without limitation: (i) the making, packaging and delivery of the orders; (ii) the fulfillment of the orders on a timely basis and in a professional manner; (iii) compliance with all applicable federal, state, and local laws, rules and ordinances in the fulfillment of the orders; (iv) compliance with the order fulfillment requirements and performance standards set forth in Exhibit A attached hereto; and (v) satisfactory completion of all of the Florist's obligations under this Agreement, and any other agreements 1-800-Flowers or its Affiliates (as defined below) may have entered into with Florist and its Affiliates.

(d) Florist acknowledges and agrees to be open for business for referral and fulfillment of 1-800-Flowers orders in all U.S. Postal Service zip codes indicated on, and as set forth in, Exhibit B attached hereto.

2. Grant of Rights.

(a) Subject to the terms and conditions of this Agreement, 1-800-Flowers licenses to Florist a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to use, reproduce, and display the trademark "1-800-Flowers" and select other trademarks or service marks of 1-800-Flowers as determined within the sole discretion of 1-800-Flowers (the "Licensed Property") as needed solely for the purpose of fulfillment of Products in the USA (the "Territory"), and for no other purpose whatsoever. No right, property or interest in the Licensed Property is intended to be given to, or acquired by, the Florist by the execution or performance of this Agreement, except for the limited license granted to Florist under this Section 2.

(b) Except for the express limited license rights granted above, all right, title and interest in the Licensed Property, including all copyright, trademark, service mark, patent and other rights therein (and all renewals and extensions thereof) and all goodwill associated therewith shall be owned exclusively by 1-800-Flowers. Florist shall use the Licensed Property only to the extent permitted under this Agreement. Florist acknowledges the strength and validity of the Licensed Property and agrees not to (i) alter, modify, amend or change the Licensed Property in any way, (ii) dilute, contest, challenge, or seek to register anywhere the Licensed Property as a trademark, service mark, copyright or the like or any trademark, service mark, copyright or the like confusingly similar to the Licensed Property, (iii) create a unitary composite mark involving any of the Licensed Property, or (iv) use or seek to register any word, trademark, service mark, trade name, domain name, URL, vanity telephone number, symbol, design or the like, which is similar to or which is likely to be confused with any of the Licensed Property. This provision 2(b) shall expressly survive the termination or expiration of this Agreement.

(c) Upon expiration of this Agreement, or earlier termination pursuant to the terms hereof, all rights granted hereunder in the Licensed Property shall automatically revert to 1-800-Flowers for its sole use and disposition with no further obligation whatsoever to Florist or any third party. Upon any such expiration or termination, Florist shall immediately cease all use of the Licensed Property.

3. Quality Control.

(a) Florist agrees to maintain a standard of high quality for the Products sold under the Licensed Property and to perform the fulfillment of the Products to the complete satisfaction of 1-800-Flowers, including but not limited to, compliance with the order fulfillment requirements and performance standards set forth in Exhibit A. In addition, Florist agrees that the fulfillment of the Products shall be performed in a manner appropriate for the highest quality products of the type included in the categories of the Products. To monitor Florist's maintenance of the aforementioned standard of quality, Florist shall deliver to 1-800-Flowers, upon request, samples of the Products for its review. If 1-800-Flowers has any objection to the quality of any of the Products, or any packaging or other materials used in relation thereto, then Florist shall promptly comply with any changes requested by 1-800-Flowers. 1-800-Flowers has the right to approve all Products and all related materials used under or in connection with the Licensed Property.

4. Term.

(a) This Agreement shall become effective on the Effective Date and shall expire on the first anniversary of the Effective Date, unless sooner terminated pursuant to Section 4(b) below (the "Initial Term"). This Agreement shall be automatically

renewed for successive one (1) year terms (each an "Additional Term"), unless either party sends written notice to the other at least fifteen (15) days prior to the end of the then current Term notifying the other party of its intent not to renew. The Initial Term and any Additional Terms are hereafter referred to as the "Term".

(b) Either Party shall have the right to terminate this Agreement, without waiving any other rights or remedies, and without any liability for such termination, upon thirty (30) days prior written notice (but in the case of non-payment, upon ten (10) days prior written notice) if the other Party breaches or otherwise fails to perform any of its obligations hereunder, unless the breaching Party remedies same within such thirty (30) day period (or in the case of non-payment, such ten (10) day period) and notifies the non-breaching Party of such remedy in writing within such period. 1-800-Flowers reserves the right to immediately terminate this Agreement, without waiving any other rights or remedies, and without any liability whatsoever, (i) should Florist (x) not comply with the requirements and standards set forth on Exhibit A, as such exhibit may be amended from time to time, (y) damage, in the sole opinion of 1-800-Flowers, to the brand or reputation of 1-800-Flowers or any of its Affiliates, or (z) use the Licensed Property in violation of this Agreement or otherwise misuse the Licensed Property, (ii) upon the sale or transfer by Florist of all or substantially all of Florist's assets, or a majority of Florist's capital stock or voting securities, or (iii) upon any assignment or attempted assignment of this Agreement or any of the rights or obligations hereunder by Florist. In any and all events, either party has the right to terminate this Agreement at any time, with or without cause, and without liability for any such termination, upon forty-five (45) days prior written notice.

5. Fulfillment Commission.

(a) For the satisfactory performance of Florist's services hereunder, 1-800-Flowers shall pay Florist a Fulfillment Commission as set forth in Exhibit C attached hereto.

6. Protection of the Licensed Property.

(a) Florist agrees to assist 1-800-Flowers in the procurement and maintenance of 1-800-Flowers' rights in the Licensed Property and, without limitation, in connection therewith, Florist agrees to provide samples to 1-800-Flowers as reasonably requested at no charge and to execute and deliver to 1-800-Flowers in such form as may reasonably be requested all instruments (including appropriate applications for registration and assignment) necessary to effectuate copyright, trademark and/or other intellectual property protection for 1-800-Flowers. Florist hereby appoints 1-800-Flowers its attorney-in-fact to execute such instruments on Florist's behalf. The power granted 1-800-Flowers in the preceding sentence is acknowledged by Florist to be coupled with an interest and shall be irrevocable.

(b) Florist agrees to inform 1-800-Flowers promptly of any encroachment or infringement of the Licensed Property in the Territory that comes to the attention of Florist. Any litigation or other action to police the Licensed Property and to abate infringement shall be under the complete control of 1-800-Flowers. 1-800-Flowers may retain any money judgment or settlement in such action. Florist agrees to cooperate fully in any such litigation or action, to the extent necessary in the vigorous prosecution of the matter. 1-800-Flowers shall have the sole right to determine what, if any, actions shall be taken on account of any such infringement or encroachment. 1-800-Flowers has the absolute right to prosecute any such claim in its own name and/or shall have the right to cause Florist to join as a party thereto. Florist shall not have any rights against 1-800-Flowers for damages or other remedy by reason of 1-800-Flowers' decision not to prosecute any alleged infringement or encroachment.

7. Florist's Experience.

(a) Florist shall conduct its business in accordance with its own systems and standards. Florist acknowledges that it was engaged in the retail flower business prior to entering into this Agreement and acknowledges that the fulfillment of orders from 1-800-Flowers would merely be an addition to Florist's existing business. Florist acknowledges that it does not expect, and will not receive, any marketing, training or other substantial assistance from 1-800-Flowers with reference to Florist's obligations hereunder, and 1-800-Flowers has imposed upon Florist only those requirements necessary for the proper fulfillment of the orders and to protect the Licensed Property and the 1-800-Flowers brand. Consistent with the foregoing, Florist shall comply with all requirements and guidelines relating to the protection of the Licensed Property and the 1-800-Flowers brand, including, without limitation, those pertaining to quality, service, delivery, communications and other standards established by 1-800-Flowers from time to time for the fulfillment of its orders, as further set forth on Exhibit A, which may be amended from time to time.

(b) All employees hired by or working for Florist shall be Florist's employees, and Florist's alone, and shall not, for any purpose, be deemed to be employees of 1-800-Flowers or subject to 1-800-Flowers' direct or indirect control. Florist acknowledges and agrees that 1-800-Flowers will not have the power to hire or fire Florist's employees. Florist expressly agrees, and will never contend otherwise, that 1-800-Flowers does not directly or indirectly have the power to hire, fire or control any of Florist's personnel. Florist alone shall be solely responsible for all hiring and employment decisions and functions relating to the Florist's business, including, without limitation, those related to hiring, firing, training, establishing and paying remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision and discipline of employees. Florist shall indemnify, defend, reimburse and hold 1-800-Flowers and its Affiliates harmless from any direct and indirect losses, costs and expenses, including attorneys' fees, arising out of any claim made by or for the benefit of any employee of Florist against 1-800-Flowers and its Affiliates regarding employment decisions and employee functions of the Florist business, including, without limitation, those relating to hiring, firing, training, wages and hour requirements, record keeping, supervision, and discipline of employees.

8. Representations and Warranties.

(a) Florist hereby represents and warrants to 1-800-Flowers that (i) it is an entity in good standing in the jurisdiction of its formation and each other jurisdiction in which it conducts business, and has the full right, power and authority to enter into this Agreement and the relationship contemplated herein and to perform its obligations hereunder, (ii) the fulfillment by Florist of the Products shall not violate or infringe upon any rights whatsoever of any third party or any applicable laws or regulations, (iii) the Products, including any making, packaging, fulfillment, labeling, or other information provided therewith, and all marketing and other materials generated by Florist, if any, will

conform in all respects with, and satisfy, applicable national, Federal, State and local laws, orders and regulations and applicable industry guidelines, (iv) Florist has obtained, or will obtain prior to conducting any activities in a particular state or locale of the Territory, all approvals, permits and certifications necessary to perform its activities hereunder in such state or locale; (v) the Products shall be free from defects in material and workmanship and, with respect to any and all food Products, are free from contaminants and spoilage and are safe for human consumption; (vi) the Products are and shall be merchantable and fit for the purpose for which they are intended, and shall conform to their applicable specifications; and (vii) Florist is rendering its services hereunder as an independent contractor and not as an agent, employee, partner, franchisee or joint venturer of 1-800-Flowers.

9. Indemnification.

(a) Florist agrees to defend, indemnify and hold harmless 1-800-Flowers, its Affiliates and their respective officers, directors, shareholders, employees and representatives from, in respect of and against any and all claims, costs, losses, liabilities, expenses (including, without limitation, reasonable attorneys' fees and disbursements), judgments, damages, demands, lawsuits or similar actions or proceedings (each, a "Claim") arising out of a Claim or otherwise based on (i) the breach or alleged breach of any of Florist's representations, warranties or covenants hereunder, (ii) the performance of Florist hereunder, including, without limitation, the manufacture, packaging, distribution, fulfillment, use or sale of the Products, including, without limitation, all Claims for product liability or product defects, and/or (iii) any claim that Florist, as to the services it is rendering hereunder, is anything other than an independent contractor.

10. Insurance.

(a) Florist shall maintain in full force and effect comprehensive general liability insurance (the "Florist Insurance"), including, without limitation, product liability insurance, covering all Products sold by it as well as any liability on its part in the amount of at least $1,000,000 per occurrence and $3,000,000 in the aggregate. The Florist Insurance shall be placed with an insurer or insurers that is rated A or better by A.M. Best rating service or at a comparable rating level by a comparable rating service, duly licensed to carry on the business of insurance in all parts of the Territory and shall name 1-800-Flowers, its Affiliates and their respective officers, directors, employees, representatives or agents as additional insureds, for coverage, including, without limitation, against all forms of liability for death or injury to any individual, and for loss or damage to property. The Florist Insurance shall provide for primary coverage and not contributory coverage, notwithstanding any other insurance that 1-800-Flowers may obtain or maintain. The Florist Insurance shall provide for at least thirty (30) days prior written notice to 1-800-Flowers of cancellation, lapse or material change in the Florist Insurance and Florist shall provide 1-800-Flowers with a certificate of insurance as evidence of the Florist Insurance prior to, or as soon as practicable after, the execution of this Agreement. The insurance, however, shall be effective as of the Effective Date of this Agreement.

11. Reports.

(a) Florist shall promptly deliver to 1-800-Flowers any reports requested by 1-800-Flowers from time to time.

12. Confidentiality.

(a) Confidential Information. For purposes of this Agreement, "Confidential Information" means all information relating to 1-800-Flowers and its Affiliates and their respective customers, recipients of products, including, without limitation, the Products, operations, finances and business, including, without limitation, technical and non-technical data, programs, sales and marketing methods, pricing, processes and financial data, and all Customer Data, whether or not reduced to writing.

For purposes of this Agreement, "Customer Data" includes, without limitation, any and all information by, from, or about a "Customer", including, without limitation, a Customer's name, address, email address, telephone number, credit card information and account number(s), order information, purchasing preferences or history, and all other personally identifiable information.

For purposes of this Agreement, "Customer" means all customers of 1-800-Flowers and its Affiliates, including, without limitation, all senders and recipients of products, including, without limitation, the Products from 1-800-Flowers and its Affiliates, visitors and registered users of the 1-800-Flowers Website and the websites of its Affiliates, and any individuals or entities listed in the customer databases of 1-800-Flowers or its Affiliates.

No right, title or interest in the Customer Data is conveyed, transferred, or otherwise licensed to Florist hereunder or otherwise. Accordingly, Florist shall not, during the Term or thereafter (x) disclose, sell, lease, share or rent any Customer Data; (y) send any written or verbal communications, including, without limitation, any emails or promotional or marketing materials, to any Customers, or otherwise solicit or market to any Customers; and/or (z) make any use of the Customer Data, either individually or in an aggregate form without the express prior written approval of 1-800-Flowers, signed by a duly authorized executive officer of 1-800-Flowers. Furthermore, Florist shall abide by all applicable laws in connection with any use of the Customer Data that 1-800-Flowers may permit in writing as provided above. Florist represents and warrants that Florist has read and shall, at all times, comply with all applicable federal, state and local laws, rules and regulations related to privacy and use of Customer Data, including without limitation, the California Consumer Privacy Act, as amended, and with the Privacy Policy posted on the 1-800-FLOWERS.COM Website (URL of 1800flowers.com, the "Website"), as the same may be amended from time to time.

(b) Florist shall protect the Confidential Information. Florist will not disclose, use or copy any such Confidential Information, except solely as needed in connection with the fulfillment of the Products for 1-800-Flowers, and will not otherwise disclose such Confidential Information. Upon termination or expiration of this Agreement, Florist will promptly deliver to 1-800-Flowers all materials, documents and records in Florist's possession or control, including all copies thereof, related in any way to the Confidential Information, which at all times shall be and remain 1-800-Flowers' sole property.

13. General Release.

(a) In consideration of the foregoing, Florist, and the individuals identified herein below ("Principals"), for themselves and for each of their heirs, successors and permitted assigns, and each of them, hereby releases and forever discharges 1-800-

Flowers, its Affiliates, and their respective directors, officers, shareholders, employees, attorneys and agents of said entities, and each of them, from any and all obligations, liabilities, demands, costs, expenses, damages, claims, actions and causes of action, of whatever nature, character or description, known or unknown, based on or arising out of any fact, matter, event, act or failure to act that occurred prior to the Effective Date of this Agreement. For the avoidance of doubt, this release does not release any claims for breach of this Agreement.

(b) In the event that Florist, and/or the Principals operate and/or reside in the state of California, it is further understood and agreed that any and all rights previously granted to Florist and the Principals under California Civil Code Section 1542 are hereby expressly waived. California Civil Code Section 1542 reads as follows:

> "Section 1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing this release, which if known by him must have materially affected his settlement with the debtor."

(c) Florist and the Principals waive and release any right or benefit that they had or may have had under California Civil Code Section 1542, or any other federal, state or local laws or regulations to the fullest extent that Florist and the Principals may lawfully waive all such rights and benefits. In connection with such waiver and relinquishment, Florist and the Principals acknowledge that they are aware that they may hereafter discover claims or facts in addition to or different from those that they now know or believe to be true with respect to the released items, and the claims relative thereto, which do now exist, may exist, or heretofore have existed between 1-800-Flowers, its Affiliates, and their respective officers, directors, shareholders, employees, agents, attorneys, and each of them, on the one hand, and the Florist and the Principals, on the other hand, with respect to such released items. In furtherance of such intention, the releases given in this Paragraph 13 shall be and remain in effect as full and complete releases of such released items, notwithstanding the discovery or existence of any such additional or different claims or facts relating thereto.

14. Miscellaneous.

(a) Entire Agreement; Waiver. This Agreement represents the entire understanding between the parties and supersedes all other agreements, representations and covenants related to the subject matter hereof. This Agreement may not be modified except by written instrument signed by both parties. This Agreement may be signed in counterparts, including facsimile counterparts. All counterparts shall be construed together and shall constitute one instrument. No failure or delay by either party to exercise, and no course of dealing with respect to, any right of such party regarding an obligation of the other party, shall operate as a waiver thereof, unless agreed to in a writing signed by both parties. Any single or partial waiver of any such obligation of the other party shall not constitute a waiver of any other obligation.

(b) Notices. All notices and demands shall be in writing and shall be served by private overnight delivery, by Express Mail, by Certified Mail - Return Receipt Requested, by email with proof of transmission, or by facsimile transmission with a confirmed delivery or receipt of transmission, to the parties at the respective addresses first listed above or to the email addresses or facsimile numbers listed below, or such other address, email address, or facsimile number, as a party shall specify to the other in writing and such notice or demand shall be deemed given and received when delivered by courier, email or facsimile, or, if mailed, five (5) business days after the date of mailing.

1-800-Flowers: Fax No.: 1-516-237-6030

1-800-Flowers:Email:
FloristRelations@1800flowers.com

Florist: Fax No.: _____

Florist: Email: _____

In addition, an additional copy of any notice or demand from Florist shall also be served upon 1-800-Flowers' General Counsel at the address listed for 1-800-Flowers and also by facsimile to 516-237-6101 or email at mmanley@1800flowers.com.

(c) **No Representations/Limitation of Liability. FLORIST ACKNOWLEDGES AND AGREES THAT NEITHER 1-800-FLOWERS NOR ANY OF ITS AFFILIATES HAVE MADE ANY PROMISES, REPRESENTATIONS OR WARRANTIES TO FLORIST CONCERNING THE EXTENT TO WHICH FLORIST MAY BENEFIT FROM THE ORDERS THAT MAY BE REFERRED HEREUNDER FOR FULFILLMENT OR OTHERWISE MAY BENEFIT UNDER THIS AGREEMENT. NO GUARANTEE OR ASSURANCE IS MADE TO FLORIST REGARDING THE NUMBER OF ORDERS, IF ANY, OR DOLLAR AMOUNT OF THE ORDERS REFERRED TO FLORIST FOR FULFILLMENT UNDER THIS AGREEMENT, OR AS TO THE AMOUNT OF THE FLORIST COMMISSIONS THAT MAY BE PAID, OR ANY OTHER BENEFIT FLORIST MAY RECEIVE, HEREUNDER. FURTHERMORE, IN NO EVENT SHALL 1-800-FLOWERS OR ANY OF ITS AFFILIATES BE LIABLE TO FLORIST UNDER THIS AGREEMENT OR ANY CIRCUMSTANCES, OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY OR REMEDY WHATSOEVER, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS OR LOST BUSINESS (EVEN IF 1-800-FLOWERS OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER ARISING FROM A BREACH OF THIS AGREEMENT, OR FOR ANY OTHER REASON WHATSOEVER.**

(d) Injunctive Relief. Florist recognizes the unique value and reputation attached to the Licensed Property and the 1-800-Flowers brand and agrees that any non-compliance with the terms of this Agreement will cause irreparable harm and damage to 1-800-Flowers. Florist therefore agrees that in the event of such non-compliance, 1-800-Flowers shall be entitled to both temporary and permanent injunctive relief (without any requirement to post a bond or undertaking) and reasonable attorneys' fees, in addition to any other legal and equitable remedies available to it.

(e) Validity. In the event that a court of competent jurisdiction determines any provision of this Agreement to be invalid, then the invalidity of any such provision shall not affect the validity of the remaining provisions and unless substantial performance of this Agreement is frustrated by any such invalidity, this Agreement shall continue in full force and effect pursuant to the terms hereof.

(f) Governing Law and Venue. This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the State of New York. Any claim directly or indirectly arising out of or relating to this Agreement, or any breach thereof, shall be resolved by the Supreme Court of the State of New York, County of Nassau or the United States District Court in and for the Eastern District of New York. The parties hereby consent that venue for purposes of any action brought in connection with or arising out of this Agreement shall be placed in such courts, and the parties hereby submit to the exclusive jurisdiction of said courts. For the expedited resolution of disputes, the parties hereto agree that all disputes shall be heard by the Court sitting without a jury and the parties **HEREBY WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL**.

(g) No Assignment. Florist's rights and obligations hereunder are personal to Florist and shall not be assigned, mortgaged, transferred or otherwise encumbered by Florist or by operation of law. Any such assignment or transfer in contravention of the foregoing shall be null and void and of no force and effect. Any change in the ownership or change in the legal structure of Florist shall be deemed an assignment. In the event 1-800-Flowers should permit any such assignment or transfer it may, in addition to any and all other conditions it may deem necessary or desirable, require the transferee to execute a new and then current Premier Order Fulfillment Agreement, and any other related agreements. 1-800-Flowers may freely assign this Agreement and/or the benefits hereof, without the consent of the Florist.

(h) Affiliate. "Affiliate" of any person or entity means any other person or entity, directly or indirectly, controlling, controlled by, or under common control with such person or entity.

(i) Relationship. Neither party shall be or be deemed to be an agent, employee, partner, franchisee, franchisor, or joint venturer of or for the other party. Florist is and shall be an independent contractor. Florist shall have no right to bind 1-800-Flowers, transact business in 1-800-Flowers' name or in any manner make any promises or representations on behalf of 1-800-Flowers, except as otherwise specifically provided in this Agreement.

(j) Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, including facsimile counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

(k) Survival. The following Sections of this Agreement shall survive any termination or expiration: Sections 2(b), 2(c), and 6 through 14.

(l) Headings. The headings used in this Agreement are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

(m) Construction. The construction and interpretation of this Agreement shall not be strictly construed against either party.

(n) Agent for Service of Process. 1-800-Flowers' agent in the State of New York authorized to receive service of process is:

New York Department of State
One Commerce Plaza
99 Washington Avenue
Albany, New York 12231

(o) Prior Agreements. This Agreement supersedes any and all prior agreements the Florist has entered into as it relates to the fulfillment of 1-800-Flowers' orders and any such agreement is understood by the Florist to be terminated. The fulfillment of 1-800-Flowers' orders by Florist is now covered by the terms of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

800-FLOWERS, INC.

By:_____
Name:
Title:

FLORIST

By:_____
Name:
Title:

PRINCIPALS(s) as to Sections 2(b), 2(c), 6, 7(b) 8, 9, 10, 12, 13 and 14 of this Agreement:

(1) _____
Signature

_____
Print Name

(2) _____
Signature

_____
Print Name

EXHIBIT A

ORDER FULFILLMENT AGREEMENT REQUIREMENTS AND PERFORMANCE STANDARDS

Florist Agrees To:

Orders

1. Bear sole responsibility for fulfilling all orders, including, without limitation: (i) the packaging and fulfillment of the orders; and (ii) the fulfillment of the orders on a timely basis and in a professional manner.
2. Have capacity to receive and fulfill up to 25 times average daily order volume on the peak day of all major floral holidays, and up to 10 times average weekly order volume on the peak week of all major floral holidays.

Performance Standards

3. Provide a product and service experience that ensures less than 1.5% of orders have customer complaints.
4. Fill every order to value and according to recipe without requiring a price change.
5. Reject less than 2% of all orders for any reason. If an order must be rejected for any reason, the reject must be submitted in a timely manner.
6. Adhere to the 1-800-Flowers.Com Substitution guidelines.
7. Be open to receive and deliver floral orders on:
    - All major floral holidays (including without limitation, Thanksgiving, Christmas Eve Day, Valentine's Day, Administrative Professionals'/ Professionals' Week, Mother's Day).
    - Monday to Friday: 9:00 am with at least a 3:00 pm cut-off time for same-day deliveries in all servicing zip codes.
    - Saturdays: 9:00 am with at least a 2:00 pm cut-off time for same-day deliveries in all servicing zip codes.
    - Sundays (optional): 9:00 am with at least a 12:00 pm cut-off time for same-day deliveries in all servicing zip codes.

Fresh Floral and Hard Goods

8. Maintain an adequate inventory of fresh flowers, greens, green and blooming plants, gourmet, fruit, hard goods and other necessary items in order to fill any 1-800-FLOWERS order in accordance with the products listed in the 1-800-Flowers Design Resource Guide (DRG), Design Resource Guide (DRG) Supplements, and the Recipe Updates.
9. Have a monitored flower freshness care system to ensure optimum post-harvest life of flowers.
10. Guarantee the freshness of arrangements for seven (7) days from order delivery date.
11. Purchase codified product at bona fide wholesale prices, including fresh floral, hard goods, and other product programs (such as gift baskets, chocolate, candles, plush, etc.) in sufficient quantities to fill any 1-800-Flowers' orders.
12. Accept automatic shipment of these codified products at bona fide wholesale prices in sufficient quantities to meet order volumes.
13. Provide updates at least every 2 weeks on codified hard good inventory on-hand.
14. Participate in BloomNet's greeting card program and fulfill 1-800-Flowers orders with the appropriate greeting card when such a card is specified in the applicable order.
15. Participate in such other programs as BloomNet may launch from time to time.

Delivery

16. For orders without a specified Delivery Time Window, deliver every floral order on the scheduled date, prior to 5:00 pm for businesses and 7:00 pm for residences in all servicing zip codes.
17. For orders with a specified Delivery Time Window, deliver every order on the scheduled date and within the start and end time of the specified Delivery Time Window.
18. Use approved 1-800-FLOWERS Licensed Packaging for all floral arrangements.

19. Provide a Delivery Notification for each and every order (100% of the time) electronically via BloomLink or any other system that is directly integrated with BloomLink, on the scheduled delivery date, no later than one (1) hour after the end time of the specified Delivery Time Window on the order, and no later than 7:00 pm for orders without a Delivery Time Window in the time zone of the fulfilling florist. "*Delivery Notification*" means both delivery confirmations and delivery attempt notifications on orders that are successfully delivered and deliveries that are left anywhere or with anyone other than with the intended recipient.
20. Capture proof of delivery on all completed deliveries in the form of a delivery signature from the recipient and/or product photo at the time and place of delivery.
21. When the appropriate technology solution is available, purchase the technology that supports real-time Delivery Notifications, delivery photos and/or signature image capture directly from 1-800-Flowers or its vendor(s) and provide Delivery Notifications, delivery photos, and signature images immediately upon delivery of every 1-800-Flowers order to the recipient.
22. Utilize clean vehicles and clearly identify your shop name on delivery vehicles or use a clearly identifiable delivery service.

Customer Service

23. Provide 1-800-FLOWERS any and all assistance requested with reference to any order inquiries.
24. Be responsible for tracking all orders by BloomLink sequence numbers.

Promotions

25. Participate in any 1-800-FLOWERS consumer promotions designed to drive additional order volume to Florists (e.g., percentage off or reduced cost promotions for certain products at certain price points) by accepting a to-be-determined lower payout percentage for these orders.

EXHIBIT B

SERVICING ZIP CODES

Florist agrees to be open to receive and deliver 1-800-FLOWERS orders in all zip codes indicated below, per the requirements specified in Exhibit A.

Zip/Postal Code	City/Town	Distance in Miles from Shop

Zip/Postal Code	City/Town	Distance in Miles from Shop

Please list additional zip codes on a separate piece of paper and attach to this form.

PRIVATE AND CONFIDENTIAL

EXHIBIT C

FULFILLMENT COMMISSIONS

Fulfillment Commissions

For the satisfactory performance of Florist's services hereunder and, unless an alternate fixed commission payment has been established by 1-800-FLOWERS for a specific Product or Products, Florist shall receive an amount equal to 80% of the "*gross sales price*" of the orders transmitted by 1-800-Flowers to Florist and which are directly fulfilled by Florist, less the applicable Settlement Processing Fee as set forth on the BloomNet Order Referral Program Schedule, which is posted on Bloomlink, as such schedule may be amended from time to time (the "BloomNet Order Referral Schedule"). The BloomNet Order Referral Schedule is applicable to Florists and orders referred under this Agreement. The term "gross sales price" of the orders shall mean the dollar amount of the merchandise of the orders transmitted to Florist during the preceding calendar month and shall not include money refunded to customers or the amount of any sales taxes or other taxes collected from customers and paid over to governmental authorities or the amount of any service, shipping or handling charges.

Any applicable fixed commission shall be set forth in the 1-800-FLOWERS' Payment Schedule, or other writing designated by 1-800-FLOWERS, as such schedule may be amended from time to time in 1-800-FLOWERS' sole discretion (the "Payment Schedule"). The Payment Schedule, or its equivalent, can be found at http://bloomlink.net, or such other location as 1-800-FLOWERS shall designate. Acceptance of orders from 1-800-FLOWERS constitutes Florist's acceptance of the conditions under which the orders were referred, including the designated commission payment.

Any commission payable pursuant to this **Exhibit C** is defined as the "*Fulfillment Commission*".

Florist shall not be paid any Fulfillment Commission for any order if it is determined, in the sole discretion of 1-800-FLOWERS, that the order was not timely and/or satisfactorily fulfilled by Florist. In addition, Florist shall be solely responsible for the cost of any replacement order delivered to the customer and for any other costs, claims, damages, expenses (including attorneys' fees) and losses resulting directly or indirectly from or pertaining to the original order and the replacement order.

Florist hereby authorizes BloomNet to handle the payment of the Fulfillment Commissions and any other charges or fees consistent with the BloomNet Order Referral Schedule, as such schedule may be amended from time to time.

FLOWERAMA OF AMERICA, INC.
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT H-2
FRUIT BOUQUETS ORDER FULFILLMENT AGREEMENT

ORDER FULFILLMENT AGREEMENT

THIS ORDER FULFILLMENT AGREEMENT (the "Agreement") is made as of the ___ day of _____, 2022 (the "Effective Date"), by and between _____with offices located at _____ ("Fulfiller") and **800-FLOWERS INC.,** with its principal place of business located at Two Jericho Plaza, Suite 200, Jericho, New York 11753 ("1-800-Flowers").

WHEREAS, 1-800-Flowers desires to contract with certain independently owned and operated businesses with respect to the fulfillment of certain of its orders for fresh fruit products, including fresh fruit arrangements, chocolate-dipped strawberries and related gift products (collectively, "fruit arrangements") for making (including the proper storage of all fruit arrangements and their ingredients), fulfillment and delivery (collectively "fulfillment").

WHEREAS, Fulfiller desires to be referred such orders (the "Products" or "orders") and handle the fulfillment of them.

WHEREAS, 1-800-Flowers is willing to contract with Fulfiller in connection with the fulfillment of fruit arrangements, subject to the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, 1-800-Flowers and Fulfiller agree as follows:

1. Fulfillment of Orders

(a) During the term of this Agreement, 1-800-Flowers will refer orders to the Fulfiller on a non-exclusive basis for fulfillment; provided that, Fulfiller is able to fulfill them to the satisfaction of 1-800-Flowers. 1-800-Flowers reserves the absolute right to refer orders for fulfillment to other fulfillers and other third parties at any time. No exclusivity is granted under this Agreement or otherwise.

(b) 1-800-Flowers shall handle all customer inquiries with reference to the orders. Fulfiller shall timely render to 1-800-Flowers any and all assistance requested with reference to any such inquiries.

(c) Fulfiller shall bear full responsibility for the fulfillment of all orders referred to Fulfiller by 1-800-Flowers, including, without limitation: (i) the making, packaging and fulfillment of the orders; (ii) the fulfillment of the orders on a timely basis and in a professional manner; (iii) compliance with all applicable federal, state, and local laws, rules and ordinances in the performance of all its duties hereunder, including without limitation, the storage of all Products and Products' ingredients, as well as, the fulfillment of the orders; and (iv) the carrying out of all of Fulfiller's obligations under this Agreement, including without limitation, compliance with the order fulfillment requirements and performance standards set forth in **Exhibit A** attached hereto.

2. Grant of Rights.

(a) Subject to the terms and conditions of this Agreement, 1-800-Flowers licenses to Fulfiller a limited, non-exclusive, non-transferable, non-sublicensable, and revocable license to use, reproduce, and display the trademarks "Fruit Bouquets by 1-800-Flowers", "Fruit Bouquets.com", "Shari's Berries" and select other trademarks or service marks of 1-800-Flowers as determined within the sole discretion of 1-800-Flowers and the recipes, photos and descriptions of the Products (collectively the "Licensed Property") as needed solely for the purpose of fulfillment of the Products in the USA (the "Territory"), and for no other purpose whatsoever. No right, property or interest in the Licensed Property is intended to be given to, or acquired by, the Fulfiller by the execution or performance of this Agreement, except for the limited license granted to Fulfiller under this Section 2.

(b) Except for the express limited license rights granted herein, all right, title and interest in the Licensed Property, including all copyright, trademark, service mark, patent and other rights therein (and all renewals and extensions thereof) and all goodwill associated therewith shall be owned exclusively by 1-800-Flowers. Fulfiller shall use the Licensed Property only to the extent permitted under this Agreement. Fulfiller acknowledges the strength and validity of the Licensed Property and agrees not to (i) alter, modify, amend or change the Licensed Property in any way, (ii) dilute, contest, challenge, or seek to register anywhere the Licensed Property as a trademark, service mark, copyright or the like or any trademark, service mark, copyright or the like confusingly similar to the Licensed Property and any other mark or design, (iii) create a unitary composite mark involving any of the Licensed Property, or (iv) use or seek to register any word, trademark, service mark, trade name, domain name, URL, vanity telephone number, symbol, design or the like that is similar to or that is likely to be confused with any of the Licensed Property. This Section 2(b) shall expressly survive the termination or expiration of this Agreement.

(c) Upon expiration of this Agreement, or earlier termination pursuant to the terms hereof, all rights granted hereunder in the Licensed Property shall automatically revert to 1-800-Flowers for its sole use and disposition with no further obligation whatsoever to Fulfiller or any third party. Upon any such expiration or termination, Fulfiller shall immediately cease all use of the Licensed Property.

3. Quality Control.

(a) Fulfiller agrees to maintain a standard of high quality for the Products sold under the Licensed Property and to perform the fulfillment of the Products to the satisfaction of 1-800-Flowers and in accordance with the conditions in **Exhibit A** attached hereto. In addition, Fulfiller agrees that the fulfillment of the Products shall be performed in a manner appropriate for the highest quality products of the type included in the categories of the Products. To monitor Fulfiller's maintenance of the aforementioned standard of quality, Fulfiller shall deliver to 1-800-Flowers, upon request, a reasonable number of samples of the Products for its review. If 1-800-Flowers has any objection to the quality of any of the Products, or any packaging or other materials used in relation thereto, then Fulfiller shall promptly comply with any changes requested by 1-800-Flowers. 1-800-Flowers has the right to approve all Products provided and all related materials used under or in connection with the Licensed Property.

4. Term.

(a) This Agreement shall become effective on the Effective Date and shall expire on the first anniversary of the Effective Date, unless sooner terminated pursuant to Section 4(b) below (the "Initial Term"). This Agreement shall be automatically renewed for successive one (1) year terms ("Additional Terms"), unless either party sends written notice to the other at least thirty (30) days prior to the end of the then current term notifying the other party of its intent not to renew. The Initial Term and any Additional Terms are hereafter referred to as the "Term".

(b) Either party shall have the right to terminate this Agreement, without waiving any other rights or remedies, and without any liability for such termination, upon thirty (30) days prior written notice (but in the case of non-payment, upon ten (10) days prior written notice), if the other party breaches or otherwise fails to perform any of its obligations hereunder, unless the breaching party remedies same within such thirty (30) day period (or in the case of non-payment, such ten (10) day period) and notifies the non-breaching party of such remedy in writing within such period. 1-800-Flowers reserves the right to immediately terminate this Agreement, without waiving any other rights or remedies, and without any liability whatsoever, should Fulfiller (i) damage, in the sole opinion of 1-800-Flowers, the brand or reputation of 1-800-Flowers or any of its affiliates, (ii) use the Licensed Property in violation of this Agreement or otherwise misuse the Licensed Property, (iii) fail to comply with the requirements and standards set forth in **Exhibit A**, as such exhibit may amended from time to time, (iv) upon the sale or transfer by Fulfiller of all or substantially all of Fulfiller's assets, or a majority of Fulfiller's capital stock or voting securities, or (v) upon any assignment or attempted assignment of this Agreement or any of the rights or obligations hereunder by Fulfiller. In any and all events, either party has the right to terminate this Agreement at any time, with or without cause, and without liability for any such termination, upon thirty (30) days prior written notice.

5. Fulfillment Commission

(a) For the satisfactory performance of Fulfiller's services hereunder, 1-800-Flowers shall pay Fulfiller a fulfillment commission as set forth in **Exhibit B** attached hereto (the "Fulfillment Commission"). The Fruit Bouquets Pricing Guide, which guide may be amended from time to time in the Company's sole discretion (the "Pricing Guide") also includes certain pricing information for Shari's Berries, which can be found at http://www.fruitbouquets.com/pricing-guide or such other location as 1-800-Flowers shall designate in writing. To facilitate payment to the Fulfiller, Fulfiller authorizes BloomNet, Inc. ("BloomNet") to handle the payment of this Fulfillment Commission consistent with BloomNet's then current procedures.

(b) Fulfiller shall not be paid any Fulfillment Commission for any orders delivered to a consumer in replacement of a prior order, if it is determined, in the sole judgment of 1-800-Flowers, that the prior order was not timely and/or satisfactorily fulfilled by Fulfiller. In addition, Fulfiller shall be solely responsible for the cost of any such replacement order and for any other costs, claims, damages, expenses (including reasonable attorneys' fees) and losses resulting directly or indirectly from, or pertaining to, the original order and the replacement order.

6. Protection of the Licensed Property.

(a) Fulfiller agrees to assist 1-800-Flowers in the procurement and maintenance of 1-800-Flowers' rights in the Licensed Property and, without limitation, in connection therewith, Fulfiller agrees to provide samples to 1-800-Flowers as reasonably requested at no charge and to execute and deliver to 1-800-Flowers in such form as may reasonably be requested all instruments (including appropriate applications for registration and assignment) necessary to effectuate copyright, trademark and/or other intellectual property protection for 1-800-Flowers. Fulfiller hereby appoints 1-800-Flowers its attorney-in-fact to execute such instruments on Fulfiller's behalf. The power granted 1-800-Flowers in the preceding sentence is acknowledged by Fulfiller to be coupled with an interest and shall be irrevocable.

(b) Fulfiller agrees to inform 1-800-Flowers promptly of any encroachment or infringement of the Licensed Property in the Territory that comes to the attention of Fulfiller. Any litigation or other action to police the Licensed Property and to abate infringement shall be under the complete control of 1-800-Flowers. 1-800-Flowers may retain any money judgment or settlement in such action. Fulfiller agrees to cooperate fully in any such litigation or action, to the extent necessary in the vigorous prosecution of the matter. 1-800-Flowers shall have the sole right to determine what, if any, actions shall be taken on account of any such infringement or encroachment. 1-800-Flowers has the absolute right to prosecute any such claim in its own name and/or shall have the right to cause Fulfiller to join as a party thereto. Fulfiller shall not have any rights against 1-800-Flowers for damages or for any other remedy by reason of 1-800-Flowers' decision not to prosecute any alleged infringement or encroachment.

7. Fulfiller's Experience.

(a) Fulfiller shall conduct its business in accordance with its own systems and standards. Fulfiller represents and warrants it already has an established business operation confecting and selling products, including, floral, fresh food and/or fruit products, and acknowledges that the fulfillment of 1-800-Flowers' Products would merely be an addition to Fulfiller's preexisting business. Fulfiller acknowledges that 1-800-Flowers has imposed upon Fulfiller only those controls necessary for the proper fulfillment of the orders and to protect the Licensed Property and the 1-800-Flowers, Fruit Bouquets by 1-800-Flowers, Fruitbouquets.com and Shari's Berries brands. Consistent with the foregoing, Fulfiller shall comply with all controls and guidelines relating to the protection of the Licensed Property and the 1-800-Flowers, Fruit Bouquets by 1-800-Flowers, Fruitbouquets.com and Shari's Berries brands, including, without limitation, those pertaining to quality, service, delivery, communications and other standards established by 1-800-Flowers from time to time for the fulfillment of its orders, as further set forth in **Exhibit A**, which may be amended from time to time.

(b) All employees hired by or working for Fulfiller are and shall remain Fulfiller's employees, and Fulfiller's alone, and shall not, for any purpose, be deemed to be employees of 1-800-Flowers or be subject to 1-800-Flowers' direct or indirect control. Fulfiller acknowledges and agrees that 1-800-Flowers will not have the power to hire or fire Fulfiller's employees. Fulfiller expressly agrees, and will never contend otherwise, that 1-800-Flowers does not directly or indirectly have the power to hire, fire or control any of Fulfiller's personnel. Fulfiller alone shall be solely responsible for

all hiring and employment decisions and functions relating to the Fulfiller's business, including, without limitation, those related to hiring, firing, training, establishing and paying remuneration, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, supervision and discipline of employees. Fulfiller shall indemnify, defend, reimburse and hold 1-800-Flowers and its Affiliates harmless from any direct and indirect losses, costs and expenses, including reasonable attorneys' fees, arising out of any claim made by or for the benefit of any employee of Fulfiller against 1-800-Flowers and its Affiliates regarding employment decisions and employee functions of the Fulfiller's business, including, without limitation, those relating to hiring, firing, training, wage and hour requirements, record keeping, supervision, and discipline of employees.

8. Representations and Warranties.

(a) Fulfiller further hereby represents and warrants to 1-800-Flowers that (i) it is an entity in good standing in the jurisdiction of its formation and each other jurisdiction in which it conducts business, and has the full right, power and authority to enter into this Agreement and the relationship contemplated herein and to perform its obligations hereunder, (ii) the fulfillment by Fulfiller of the Products shall not violate or infringe upon any rights whatsoever of any third party or any applicable laws or regulations, (iii) the Products (including any storage of all Products and Products' ingredients, but excluding any codified hard goods that are provided to Fulfiller by 1-800-Flowers), the making, fulfillment, packaging, labeling, or other information provided therewith, and all marketing and other materials generated by Fulfiller, if any, will conform in all respects with, and satisfy, applicable national, Federal, State and local laws, orders and regulations and applicable industry guidelines, (iv) Fulfiller has obtained, or will obtain prior to conducting any activities in a particular state or locale of the Territory, all permits, licenses, approvals and certifications necessary to perform its activities hereunder in such state or locale; (v) the Products shall be free from defects in material and workmanship and, with respect to all food Products, are free from contaminants and spoilage and are safe for human consumption; (vi) the Products are and shall be merchantable and fit for the purpose for which they are intended, and shall conform to their applicable specifications; and (vii) it is an independent contractor and not an agent, employee, partner, franchisee or joint venturer of 1-800-Flowers.

9. Indemnification.

(a) Fulfiller, and the Principals as defined in Section 13 below, each agree, jointly and severally, to defend, indemnify and hold harmless 1-800-Flowers and its Affiliates, and their respective officers, directors, shareholders, employees and representatives from, in respect of and against any and all claims, costs, losses, liabilities, expenses (including, without limitation, reasonable attorneys' fees and disbursements), judgments, damages, demands, lawsuits or similar actions or proceedings (each, a "Claim") arising out of a Claim based on (i) the breach or alleged breach of any of Fulfiller's representations, warranties or covenants hereunder, (ii) the performance of Fulfiller hereunder, including, without limitation, the storage of all Products and Products' ingredients, the manufacture, packaging, fulfillment, use or sale of the Products, including, without limitation, all Claims for product liability or product defects, and/or (iii) any claim that Fulfiller is anything other than an independent contractor.

10. Insurance.

(a) Fulfiller shall maintain in full force and effect comprehensive general liability insurance (the "Fulfiller Insurance"), including, without limitation, product liability insurance, covering all Products sold by it as well as any liability on its part in the amount of at least $1,000,000 per occurrence and $2,000,000 in the aggregate. The Fulfiller Insurance shall be placed with an insurer or insurers that is rated A or better by A.M. Best rating service or at a comparable rating level by a comparable rating service, duly licensed to carry on the business of insurance in all parts of the Territory and shall name 1-800-Flowers, its Affiliates and their respective officers, directors, employees, representatives or agents as additional insureds, for coverage, including, without limitation, against all forms of liability for death or injury to any individual, and for loss or damage to property. The Fulfiller Insurance shall provide for primary coverage and not contributory coverage, notwithstanding any other insurance that 1-800-Flowers may obtain or maintain. The Fulfiller Insurance shall provide for at least thirty (30) days prior written notice to 1-800-Flowers of cancellation, lapse or material change in the Fulfiller Insurance and Fulfiller shall provide 1-800-Flowers with a certificate of insurance as evidence of the Fulfiller Insurance prior to, or as soon as practicable after, the execution hereof. The Fulfiller Insurance, however, shall be effective as of the Effective Date of this Agreement.

11. Reports.

(a) Fulfiller shall promptly deliver to 1-800-Flowers any reports requested by 1-800-Flowers from time to time.

12. Confidentiality.

(a) Confidential Information. For purposes of this Agreement, "Confidential Information" means all information relating to 1-800-Flowers and its Affiliates and their respective customers and recipients of products, including, without limitation, the Products, recipes, pricing, the terms of this Agreement and the fact that Fulfiller is entering into this Agreement, operations, finances and business, including, without limitation, technical and non-technical data, programs, sales and marketing methods, pricing, processes and financial data, all Customer Data, whether or not reduced to writing.

For purposes of this Agreement, "Customer Data" includes, without limitation, any and all information by, from, or about a "Customer", including, without limitation, a Customer's name, address, email address, telephone number, credit card information and account number(s), order information, purchasing preferences or history, and all other personally identifiable information.

For purposes of this Agreement, "Customer" means all customers of 1-800-Flowers and its Affiliates, including, without limitation, all senders and recipients of products, including, without limitation, the Products from 1-800-Flowers and its Affiliates, visitors and registered users of the 1-800-Flowers Website (as defined below) and the websites of its Affiliates, and any individuals or entities listed in the customer databases of 1-800-Flowers or its Affiliates.

No right, title or interest in the Customer Data is conveyed, transferred, or otherwise licensed to Fulfiller hereunder or otherwise. Accordingly, Fulfiller shall not, during the term or thereafter (x) disclose, sell, lease, share or rent any Customer Data; (y) send any written or verbal communications, including, without

limitation, any emails or promotional or marketing materials, to any Customers, or otherwise solicit or market to any Customers; and/or (z) make any use of the Customer Data, either individually or in an aggregate form without the express prior written approval of 1-800-Flowers, signed by a duly authorized executive officer of 1-800-Flowers. Furthermore, Fulfiller shall abide by all applicable laws in connection with any use of the Customer Data that 1-800-Flowers may permit in writing as provided above. Fulfiller represents and warrants that Fulfiller has read and shall, at all times, comply with all applicable federal, state and local laws, rules and regulations related to privacy and use of Customer Data and with the Privacy Notice posted on the 1-800-FLOWERS.COM website, as the same may be amended from time to time (URL of 1800flowers.com, the "Website").

(b) Fulfiller shall protect the Confidential Information. Fulfiller will not disclose, use or copy any such Confidential Information, except solely as needed in connection with the fulfillment of the Products for 1-800-Flowers, and will not otherwise disclose such Confidential Information. Upon termination or expiration of this Agreement, Fulfiller will promptly deliver to 1-800-Flowers all materials, documents and records in Fulfiller's possession or control, including all copies thereof, related in any way to the Confidential Information, which at all times shall be and remain 1-800-Flowers' sole property.

13. General Release.

(a) In consideration of the promises and the covenants herein, Fulfiller, and the individuals identified below ("Principals"), for themselves and for each of their heirs, successors and permitted assigns, and each of them, hereby releases and forever discharges 1-800-Flowers, its Affiliates, and their respective directors, officers, shareholders, employees, attorneys and agents, and each of them, from any and all obligations, liabilities, demands, costs, expenses, damages, claims, actions and causes of action, of whatever nature, character or description, known or unknown, based on or arising out of any fact, matter, event, act or failure to act that occurred prior to the Effective Date of this Agreement. For the avoidance of doubt, this release does not release any claims for breach of this Agreement.

(b) In the event that Fulfiller and/or the Principals operate and/or reside in the state of California, it is further understood and agreed that any and all rights previously granted to Fulfiller and the Principals under California Civil Code Section 1542 are hereby expressly waived. California Civil Code Section 1542 reads as follows:

> "Section 1542. Certain claims not affected by general release. A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing this release, which if known by him must have materially affected his settlement with the debtor."

(c) Fulfiller and the Principals waive and release any right or benefit that they had or may have had under California Civil Code Section 1542, or any other federal, state or local laws or regulations to the fullest extent that Fulfiller and the Principals may lawfully waive all such rights and benefits. In connection with such waiver and relinquishment, Fulfiller and the Principals acknowledge that they are aware that they may hereafter discover claims or facts in addition to or different from those that they now know or believe to be true with respect to the released items, and the claims relative thereto, which do now exist, may exist, or heretofore have existed between 1-800-Flowers, its Affiliates, and their respective officers, directors, shareholders, employees, agents, attorneys, and each of them, on the one hand, and the Fulfiller and the Principals, on the other hand, with respect to such released items. In furtherance of such intention, the releases given in this Section 13 shall be and remain in effect as full and complete releases of such released items, notwithstanding the discovery or existence of any such additional or different claims or facts relating thereto.

14. Miscellaneous.

(a) Entire Agreement; Waiver. This Agreement represents the entire understanding between the parties and supersedes all other agreements, representations and covenants related to the subject matter hereof. This Agreement may not be modified except by written instrument signed by both parties. This Agreement may be signed in counterparts, including facsimile counterparts. All counterparts shall be construed together and shall constitute one instrument. No failure or delay by either party to exercise, and no course of dealing with respect to, any right of such party regarding an obligation of the other party, shall operate as a waiver thereof, unless agreed to in a writing signed by both parties. Any single or partial waiver of any such obligation of the other party shall not constitute a waiver of any other obligation.

(b) Notices. All notices and demands shall be in writing and shall be served by private overnight delivery, by Express Mail, by Certified Mail - Return Receipt Requested, by email with proof of transmission, or by facsimile transmission with a confirmed delivery or receipt of transmission, to the parties at the respective addresses first listed above or to the email address or facsimile numbers listed below, or such other address, email address, or facsimile number, as a party shall specify to the other in writing and such notice or demand shall be deemed given and received when delivered by courier, email or facsimile, or, if mailed, five (5) business days after the date of mailing.

1-800-Flowers:

Fax No.: 1-516-237-6030;
Email address: fruitbouquets@1800flowers.com

Fulfiller:

Fax No.: _____;
Email address: _____

In addition, an additional copy of any notice or demand from Fulfiller shall also be served upon 1-800-Flowers' General Counsel at the address listed for 1-800-Flowers and also by facsimile to 516-237-6101 or email to mmanley@1800flowers.com.

(c) **No Representations/Limitation of Liability. FULFILLER ACKNOWLEDGES AND AGREES THAT NEITHER 1-800-FLOWERS NOR ANY OF ITS AFFILIATES HAVE MADE ANY PROMISES, REPRESENTATIONS OR WARRANTIES TO FULFILLER CONCERNING THE EXTENT TO WHICH FULFILLER MAY BENEFIT FROM THE ORDERS THAT MAY BE REFERRED HEREUNDER FOR FULFILLMENT OR OTHERWISE MAY BENEFIT UNDER THIS AGREEMENT. NO GUARANTEE OR**

ASSURANCE IS MADE TO FULFILLER REGARDING THE NUMBER OF ORDERS, IF ANY, OR DOLLAR AMOUNT OF THE ORDERS REFERRED TO FULFILLER FOR FULFILLMENT UNDER THIS AGREEMENT, OR AS TO THE AMOUNT OF THE FULFILLER COMMISSIONS THAT MAY BE PAID, OR ANY OTHER BENEFIT FULFILLER MAY RECEIVE, HEREUNDER. FURTHERMORE, IN NO EVENT SHALL 1-800-FLOWERS OR ANY OF ITS AFFILIATES BE LIABLE TO FULFILLER UNDER THIS AGREEMENT OR ANY CIRCUMSTANCES, OR UNDER CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY OR REMEDY WHATSOEVER, FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF REVENUE OR PROFITS OR LOST BUSINESS (EVEN IF 1-800-FLOWERS OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER ARISING FROM A BREACH OF THIS AGREEMENT, OR FOR ANY OTHER REASON WHATSOEVER.

(d) Injunctive Relief. Fulfiller recognizes the unique value and reputation attached to the Licensed Property and the 1-800-Flowers, Fruit Bouquets by 1-800-Flowers, Fruitbouquets.com and Shari's Berries brands and agrees that any non-compliance with the terms of this Agreement will cause irreparable harm and damage to 1-800-Flowers. Fulfiller therefore agrees that in the event of such non-compliance, 1-800-Flowers shall be entitled to both temporary and permanent injunctive relief (without any requirement to post a bond or undertaking) and reasonable attorneys' fees and costs, in addition to any other legal and equitable remedies available to it.

(e) Validity. In the event that a court of competent jurisdiction determines any provision of this Agreement to be invalid, then the invalidity of any such provision shall not affect the validity of the remaining provisions and unless substantial performance of this Agreement is frustrated by any such invalidity, this Agreement shall continue in full force and effect pursuant to the terms hereof.

(f) Governing Law and Venue. This Agreement shall be governed by, interpreted, and enforced in accordance with the laws of the State of New York. Any claim directly or indirectly arising out of or relating to this Agreement, or any breach thereof, shall be resolved by the Supreme Court of the State of New York, County of Nassau or the United States District Court in and for the Eastern District of New York. The parties hereby consent that venue for purposes of any action brought in connection with or arising out of this Agreement shall be placed only in such courts, and the parties hereby submit to the exclusive jurisdiction of said courts. For the expedited resolution of disputes, the Parties agree that all disputes shall be heard by the Court sitting without a jury and the Parties HEREBY WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL.

(g) No Assignment. Fulfiller's rights and obligations hereunder are personal to Fulfiller and shall not be assigned, mortgaged, transferred or otherwise encumbered by Fulfiller or by operation of law, without the prior written consent of 1-800-Flowers. Any change in the ownership or change in the legal structure of Fulfiller shall be deemed an assignment. Any assignment or transfer in contravention of the foregoing shall be null and void and of no force and effect. In the event 1-800-Flowers should permit any such assignment or transfer, it may, in addition to any and all other conditions it may deem necessary or desirable, require the assignee or transferee to execute a new and then current Order Fulfillment Agreement, and any other related agreements. 1-800-Flowers may freely assign this Agreement and/or the benefits hereof, without the consent of the Fulfiller.

(h) Affiliate. "Affiliate" of any person or entity means any other person or entity, directly or indirectly, controlling, controlled by, or under common control with such person or entity.

(i) Relationship. Neither party shall be or be deemed to be an agent, employee, partner, franchisee, franchisor, or joint venturer of or for the other party. Fulfiller is and shall be an independent contractor. Fulfiller shall have no right to bind 1-800-Flowers, transact business in 1-800-Flowers' name or in any manner make any promises or representations on behalf of 1-800-Flowers, except as otherwise specifically provided in this Agreement.

(j) Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, including facsimile counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

(k) Survival. The following Sections of this Agreement shall survive any termination or expiration: Sections: 2(b), 2(c), 5(b), and 6 through 15.

(l) Headings. The headings used in this Agreement are for convenience of reference only and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

(m) Construction. The construction and interpretation of this Agreement shall not be strictly construed against either party.

(n) Agent for Service of Process. 1-800-Flowers' agent in the State of New York authorized to receive service of process is:

New York Department of State
One Commerce Plaza
99 Washington Avenue
Albany, New York 12231

(o) Prior Agreements. This Agreement supersedes any and all prior agreements the Fulfiller has entered into as it relates to the fulfillment of 1-800-Flowers orders for fruit arrangements and any such prior agreement is understood by the Fulfiller to be terminated. The fulfillment of such orders is now covered solely by the terms of this Agreement.

15. Non-compete.

(a) As a material inducement to 1-800-Flowers to enter into this Agreement, Fulfiller agrees that, during the Term of this Agreement, it shall not, directly or indirectly, make, design, create, market, fulfill, distribute or sell any fruit arrangements for or to any third party, except (i) orders Fulfiller receives directly from consumers through one of its normal channels of sale, such as, walk-in, by phone or via the internet, or (ii) for a Fruit Bouquet Franchisee of 1-800-Flowers.com Franchise Co., Inc., or a Fulfiller who has itself executed an Order Fulfillment

Agreement with 1-800-Flowers and which Agreement is in full force and effect at the time of Fulfiller receiving the order for fulfillment.

(b) As a material inducement to 1-800-Flowers to enter into this Agreement, Fulfiller agrees that for a period of two (2) years following the expiration or termination of this Agreement, it shall not, directly or indirectly, make, design, create, market, fulfill, distribute or sell any fruit arrangements for any third party at the business location(s) from which Fulfiller fulfills fruit arrangements or within a radius of twenty-five (25) miles of such business location(s). The restrictions contained in this subsection 15(b) shall no longer apply in the event that 1-800-Flowers terminates this Agreement with Fulfiller although Fulfiller has at all times been in full compliance with all the provisions of this Agreement.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

800-FLOWERS, INC.

By: _____

Name:

Title:

FULFILLER

By: _____

Name:

Title:

PRINCIPALS(s) as to Sections 2(b), 7, 8, 9, 12, 13, 14 and 15 of this Agreement:

(1) _____
Signature

_____
Print Name

(2) _____
Signature

_____
Print Name

EXHIBIT A

ORDER FULFILLMENT AGREEMENT
REQUIREMENTS AND PERFORMANCE STANDARDS

Fulfiller Agrees To:

Orders

1. Bear sole responsibility for fulfilling all orders, including, without limitation: (i) the storage of the Products and the Products' ingredients, the manufacture, packaging and fulfillment of the orders; and (ii) the fulfillment of the orders on a timely basis and in a professional manner.
2. Have capacity to receive and fulfill up to 25 times average daily order volume on the peak day of all major holidays, and up to 10 times average weekly order volume on the peak week of all major holidays.

Performance Standards

3. Provide a product and service experience that ensures less than 1.5% of orders have customer complaints.
4. Fill every order to value and according to recipe without requiring a price change.
5. Abstain from rejecting any orders for any reason, unless Fulfiller is not a florist and is referred a floral order in error. If Fulfiller is not a florist and is referred a floral order in error, Fulfiller will reject the order no more than 60 minutes after receiving it, within Fulfiller's specified hours of operation.
6. Adhere to the 1-800-Flowers.com Substitution guidelines.
7. Be open to receive and deliver orders on:
   - All major holidays (Thanksgiving, Christmas Eve Day, Valentine's Day, Administrative Professionals'/Secretaries' Week, Mother's Day).
   - Monday to Friday: 9:00 am with at least a 1:00 pm cut-off time for same-day deliveries in all servicing zip codes.
   - Saturdays: 9:00 am with at least a 12:00 pm cut-off time for same-day deliveries in all servicing zip codes.
   - Sundays (optional): 9:00 am with at least a 12:00 pm cut-off time for same-day deliveries in all servicing zip codes.

Fruit Arrangements

8. Maintain an adequate inventory of fresh fruit, gourmet, fruit, strawberries, chocolate, hard goods and all other necessary food products and other items needed to fulfill any 1-800-FLOWERS orders in accordance with the products listed in the 1-800-Flowers Design Resource Guide (DRG), Design Resource Guide (DRG) Supplements, and the Recipe Update.
9. Guarantee the freshness of fruit arrangements for 24 hours from order delivery.
10. Purchase codified products at bona fide wholesale prices, including fresh fruit, strawberries, chocolate, hard goods, and other products in sufficient quantities to meet order projections for 1-800-FLOWERS orders (Holidays/Seasonal and Core Everyday).
11. Accept automatic shipment of these codified products at bona fide wholesale prices in sufficient quantities to meet order projections.
12. Maintain all fruit and fruit arrangements, including the ingredients comprising each fruit arrangement, in appropriate temperature-controlled environment right up to and including the actual delivery of the Products.
13. Participate in BloomNet's greeting card program and fulfill 1-800-Flowers order with the appropriate greeting card when such a card is specified in the applicable order.
14. Participate in such other programs as BloomNet may launch from time to time.

Delivery

15. For orders without a specified Delivery Time Window, deliver every order on the scheduled date, prior to 5:00 pm for businesses and 7:00 pm for residences in all servicing zip codes.
16. For orders with a specified Delivery Time Window, deliver every order on the scheduled date and within the start and end time of the specified Delivery Time Window.
17. Use approved 1-800-Flowers Licensed Packaging for all Products.
18. Provide a Delivery Notification for each and every order (100% of the time) electronically via BloomLink or any other system that is directly integrated with BloomLink, on the scheduled delivery date, no later than one (1) hour after the end time of the specified Delivery Time Window on the order, and no later than 7:00 p.m. for orders without a Delivery Time Window in the time zone of the Fulfiller. "Delivery Notification" means both delivery confirmations and delivery attempt notifications on orders that are successfully delivered and deliveries that are left anywhere or with anyone other than with the recipient.
19. Capture proof of delivery on all completed deliveries in the form of delivery signature from the recipient and/or product photo at the time and place of delivery.
20. When the appropriate technology solution is available, purchase the technology that supports real-time Delivery Notifications, delivery photos and/or signature image capture directly from 1-800-Flowers or its vendor(s) and provide Delivery Notification, delivery photos, and signature images immediately upon delivery of every 1-800-Flowers order to the recipient.

21. Utilize clean vehicles and clearly identify Fulfiller's shop name on delivery vehicles or use a clearly identifiable delivery service.

Customer Service

22. Provide 1-800-FLOWERS any and all assistance requested with reference to any order inquiries.
23. Be responsible for tracking all orders by BloomLink sequence numbers.

Promotions

24. Participate in any 1-800-FLOWERS consumer promotions designed to drive additional order volume to Fulfillers (e.g., percentage off or reduced cost promotions for certain products at certain price points) by accepting a to-be-determined lower payout percentage for these orders.

EXHIBIT B

FULFILLMENT COMMISSIONS

Fulfillment Commissions

For the satisfactory performance of Fulfiller's services hereunder and, unless an alternate fixed commission payment has been established by 1-800-FLOWERS for a specific Product or Products, Fulfiller shall receive an amount equal to 80% of the "*gross sales price*" of the orders referred by 1-800-Flowers to Fulfiller and which are directly fulfilled by Fulfiller, less the applicable Settlement Processing Fee as set forth on the BloomNet Order Referral Program Schedule, which is posted on Bloomlink, as such schedule may be amended from time to time (the "BloomNet Order Referral Schedule"). The BloomNet Order Referral Schedule is applicable to Fulfiller and orders referred under this Agreement. The term "gross sales price" of the orders shall mean the dollar amount of the merchandise of the orders transmitted to Fulfiller during the preceding calendar month and shall not include money refunded to customers or the amount of any sales taxes or other taxes collected from customers and paid over to governmental authorities or the amount of any service, shipping or handling charges.

Any applicable fixed commission shall be set forth in the 1-800-FLOWERS' Payment Schedule, or other writing designated by 1-800-FLOWERS, as such schedule may be amended from time to time in 1-800-FLOWERS' sole discretion (the "Payment Schedule"). The Payment Schedule, or its equivalent, can be found at http://bloomlink.net, or such other location as 1-800-FLOWERS shall designate. Acceptance of orders from 1-800-FLOWERS constitutes Fulfiller's acceptance of the conditions under which the orders were referred, including the designated commission payment.

Any commission payable pursuant to this **Exhibit B** is defined as the "*Fulfillment Commission*".

Fulfiller shall not be paid any Fulfillment Commission for any order if it is determined, in the sole discretion of 1-800-FLOWERS, that the order was not timely and/or satisfactorily fulfilled by Fulfiller. In addition, Fulfiller shall be solely responsible for the cost of any replacement order delivered to the customer and for any other costs, claims, damages, expenses (including attorneys' fees) and losses resulting directly or indirectly from or pertaining to the original order and the replacement order.

Fulfiller hereby authorizes BloomNet to handle the payment of the Fulfillment Commissions and any other charges or fees consistent with the BloomNet Order Referral Schedule, as such schedule may be amended from time to time.

FLOWERAMA OF AMERICA, INC.
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT I-1
BLOOMNET MEMBERSHIP AGREEMENT

bloomnet
World-Class Florists Worldwide Delivery

FOR INTERNAL USE ONLY:
New Application [ ]
Change of Ownership [ ]
Branch [ ]
Reinstatement [ ]
National Account [ ]
Florist to Florist [ ]
BloomNet Only [ ]
Send Only [ ]
Affiliate [ ]

Amount Paid _____
Credit Line _____
FICO _____
Other _____

Date: ___ / ___ / _____

Mac Signature _____
BloomNet Code _____

Special Instructions:

APPLICATION FOR MEMBERSHIP

Official Shop Name | Shop Address (No P.O. Boxes)

City | State/Province | Zip/Postal Code County Country

Business Phone Number | Mobile Number | Toll Free Number

Fax Phone Number | Fax on dedicated line?

Email Website (FTD, Teleflora or other hosted)

Mailing Address (if different) | City | State/Province | Zip/Postal Code County Country

OWNERSHIP INFORMATION

Type: Proprietorship [ ] Joint Ownership [ ] Partnership [ ] Corporation [ ] LLC [ ]

Federal Tax ID | State Sales Tax ID

Owner Name | Owner's Social Security Number | Length of Ownership

Manager | Designer | Years of Design Experience

Corporate Information (If you checked Corp. or LLC, please provide the following information)

Corporation Legal Name | State of Incorporation

Estimated Annual Gross Retail Volume ($) | Estimated Wire Outs ($)

NAMES OF OFFICERS, PARTNERS, & OWNERS

Mr. [ ] Mrs. [ ] Miss. [ ] Ms. [ ] | Full Legal Name | Title

Social Security Number | Spouse's First Name | Alternate Phone Number

Home Address | City | State /Province | Zip/Postal Code

Mr. [ ] Mrs. [ ] Miss. [ ] Ms. [ ] | Full Legal Name | Title

Social Security Number | Spouse's First Name | Alternate Phone Number

Home Address City State Zip/Postal Code

BANK INFORMATION & TRADE INFORMATION [FOR EFT PLEASE PROVIDE VOIDED CHECK & ROUTING NUMBER]

Bank Name | Phone Number | Checking Account Number | __ __ __ __ __ __ __ __ __ Routing Number (9 digits)

Account Title | Branch Address | City | State | Zip/Postal Code

REFERENCES

1. Trade Name | Address | City | State | Zip/Postal Code | Phone Number

2. Trade Name | Address | City | State | Zip/Postal Code | Phone Number

3. Trade Name | Address | City | State | Zip/Postal Code | Phone Number

COMPUTER SYSTEM

Computer Yes [ ] No [ ] *(If yes, please give details below.)*

Processor (e.g., 486 Pentium, etc.) | RAM | Hard Drive Size | Free Space | Printer Type: (Inkjet, Laser, Other)

Windows Version (e.g., XP, 98, etc.) | What is your internet connection?

Dedicated Phone Line | How Many Modems | ISP

PAYMENT INFORMATION

Check # | Credit Card Type | Credit Card Number | Exp. Date

Name on Card | Amount ($)

BloomNet Membership Agreement

This BloomNet Membership Agreement ("*Agreement*") is entered into between BloomNet, Inc. and BloomNet Florist (as defined below). BloomNet Inc. (hereinafter referred to as BloomNet" or "BN") and BloomNet Florist, which term also includes those entities that opt in to send or fulfill fruit arrangements (hereinafter referred to as "*BloomNet Florist*," "*BloomNet Member*," or "*Florist*") agree as follows:

BLOOMNET FLORISTS

BloomNet Florists must meet and maintain the following standards and/or criteria to qualify to be members. The determination as to whether a florist has met and is maintaining these standards is within the sole discretion of BloomNet.

APPEARANCE

1. Have a clean, attractive and inviting retail storefront.
2. Have design and display areas that are attractively and adequately decorated and merchandised, and that portray a professional image and provide a pleasant shopping experience for the customer.
3. Have a clean and clearly identifiable delivery vehicle.
4. Have neat and courteous personnel.

CAPABILITIES

1. Have a monitored in-house flower freshness care system to ensure optimum post-harvest life of flowers.
2. Open to receive and deliver floral orders on:
   - All major floral holidays (including without limitation, Thanksgiving, Christmas Eve Day, Valentine's Day, Administrative Professionals'/Professionals' Week, and Mother's Day).
   - Monday to Friday: 9:00 am with at least a 3:00 pm cut-off time for same-day deliveries in the time zone where the BloomNet Florist is located.
   - Saturdays: 9:00 am with at least a 2:00 pm cut-off time for same-day deliveries in the time zone where the BloomNet Florist is located.
   - Sundays (Optional): 9:00 am with at least a 12 Noon cut-off time for same-day deliveries in the time zone where the BloomNet Florist is located.
3. Confirm every delivery electronically via BloomLink by 7:00 pm on the scheduled delivery date. In addition, provide delivery information when phone or text (e.g., SMS) inquiries are made.
4. Have a design staff that is knowledgeable of current trends and design techniques and capable of incorporating the principles of design in all arrangements.
5. Be a member of BloomLink system and be responsible for tracking all orders by BloomLink sequence numbers.
6. Have a dedicated business line and an operating facsimile machine as a backup method of order referrals.
7. If fulfilling fruit arrangement orders, have a separate health certified preparation area (which complies with all federal, state and local food safety laws, rules and regulations) and all required licenses, permits and/or certificates for the sale or fulfillment of such products.
8. Maintain an adequate inventory of fresh flowers, greens, plants, fresh fruit, hard goods and other necessary items to fill any 800-FLOWERS, INC. ("*1-800-FLOWERS*") order or the order of one of its affiliates or any other BloomNet Florist.
9. Use protective and attractive packaging for all floral and fruit arrangements.
10. Deliver every order on the scheduled date and time (if time is applicable).

11. Have commercial floral refrigeration and, if delivering or fulfilling fruit arrangements, refrigeration for the fruit products.
12. Credit worthiness.

ATTITUDE

1. Be cooperative and willing to participate in services, sales and marketing promotions.
2. Contact BloomNet Customer Service prior to any changes of ownership, sale of assets, or assignment or other transfer of assets, receivables, payments or fees.
3. Provide and guarantee the freshest flowers and fruit and superior customer service that exceed the customer's expectations.
4. Guarantee the freshness of floral arrangements for one week and fruit arrangements for 24 hours from order delivery.
5. Fill every order to value, according to product description, recipe and price.
6. Staff with qualified design, retail and delivery personnel who are friendly, professional and able to provide assistance and understand the nature of the floral business.

The above standards under "*Appearance*", "*Capabilities*" and "*Attitude*" do not apply to "Refer Only" florists and numbers 1 & 2 under "*Appearance*" do not apply to "Affiliate Florists", which are florists that do not have a retail storefront.

GENERAL

1. Each BloomNet Florist is expected to refer as many orders received as possible to other BloomNet Florists. Referring orders to an acceptable level of referral is a requirement to be a member of BloomNet.
2. BN membership is not transferable. A Change of Ownership (described below) is the only exception to this rule for which BloomNet Member must submit a written request for the transfer to BN, which is dependent upon the new owner (i) receiving approval from the BN Credit Department after submission of all required financial information and documentation, (ii) maintaining the then current standards criteria, (iii) executing the then current BloomNet Membership Agreement and the BloomNet Technologies Systems (BloomNet Technologies is also referred to as "*BloomLink*") Agreements, and (iv) complying with any and all other conditions that BloomNet may require from time-to-time.
3. Any and all debits and credits sustained against a BloomNet Florist's identification number will be the sole responsibility, obligation and liability of the owner of record for that membership account number.
4. BloomNet Florist agrees and consents that BloomNet Florist's application and membership shall be effective only upon acceptance by BloomNet. BloomNet Florist consents to communication by BloomNet via BloomLink, e-mail, text or regular mail.
5. The current BloomNet Directory is the official record of notice and supersedes all previous publications.
6. BloomNet reserves the right to amend or change the rules, rates, fees, commissions, terms of this and any other agreements with BloomNet Florists, and charges now existing, or as may exist from time to time, at any time. Any amendments or changes shall be effective on the first day of the month following publication or mailing, which includes regular mail, by email or text, unless otherwise indicated. Continued acceptance of orders after such publication or mailing constitutes acceptance of such amendment or changes.
7. It is a requirement that all BloomNet Florists (excluding any non-florist entities that opted in to refer or fulfill fruit arrangements only) purchase and openly display the current Floral Selection Guide. BloomNet authorizes and encourages use of the images that are available on the BloomNet Floral Selection Guide CD or online at the BloomNet FTP website.
8. All BloomNet Florists must display the current BloomNet window decal on their shop window or door.

9. BloomNet fees and charges are provided for on the BloomNet Order Referral Program Fee Schedule, as such schedule may be amended from time to time, which schedule is published on BloomLink.
10. BloomNet Florist shall comply with all applicable federal, state and local laws, rules and regulations. BloomNet Florist will not discriminate on the basis of race, color, creed, religion, national origin, age, sex, gender or any other characteristic protected by applicable federal, state, or local laws and ordinances.

CONFIDENTIAL INFORMATION

"*Confidential Information*" means all information relating to BloomNet, BloomLink, BloomNet Florists, 1-800-FLOWERS.COM, Inc. and its affiliates, and all of their respective customers, recipients or orders, operations, finances and business, including, without limitation, technical and non-technical data, manuals, programs, sales, marketing methods, pricing, customer and recipient names and addresses, phone numbers and any other information whether or not reduced to writing.

BloomNet Florist shall protect all Confidential Information from unauthorized disclosure. BloomNet Florist shall not use or copy the Confidential Information, except in connection with the acceptance, referring, and/or fulfillment of BN orders, and for no other purpose. Upon termination of this Agreement, BloomNet Florist shall promptly return to BN all materials, documents and records in any way related to the Confidential Information.

REFERRING FLORISTS RESPONSIBILITIES

1. BloomNet Florists will earn a twenty percent (20%) commission on the "gross sales price" of all orders referred to, and fulfilled by, other BloomNet Florists.
2. The referring BloomNet Florist will be responsible for any and all state or local taxes required in connection with an order and for the payment of the same to the appropriate governmental authority.
3. When referring an order, the referring BloomNet Florist will transfer the full dollar amount of the merchandise, including delivery allowance. On 1-800-FLOWERS orders, the full dollar amount of the merchandise, as defined on the product recipe, which includes the delivery allowance, will be referred to the fulfilling florist.
4. It is recommended that the referring BloomNet Florist will communicate to customer that conditions where the order is to be delivered may differ and will influence the quantity and quality of orders. It is also recommended to obtain second and third choices and explain substitutions may be necessary.
5. Should BN determine that the referring BloomNet Florist has violated any of the terms of this Agreement, or the rules, regulations and procedures of BloomNet, the referring BloomNet Florist shall, upon the request of BloomNet, immediately cease referring orders.

RECEIPT OF ORDERS

1. All BloomNet Florists, as a condition of membership, agree to fill all orders at one hundred percent (100%) of full value in accordance with the applicable product recipe.
2. All BloomNet Florists are required to notify the referring BloomNet Florists immediately if substitutions are required.
3. Except as otherwise set forth in item "4" immediately following below, fulfilling florists are entitled to receive a commission equal to eighty percent (80%) of the "*gross sales price*" of referred BloomNet orders they fulfill, less the applicable Settlement Processing Fee as set forth on the BloomNet Order Referral Program Fee Schedule, as such schedule may be amended from time to time. The term "*gross sales price*" shall mean the dollar amount of the merchandise of the orders referred to the BloomNet Florist during the preceding calendar month, which shall not include money refunded to customers or the amount of any sales taxes or other taxes collected from customers and paid to governmental authorities or the amount of any service,

shipping or handling charges. In addition, the BloomNet Order Referral Program Fee Schedule is also applicable to BloomNet Florists.

4. The commissions payable to BloomNet Florists on referred 1-800-FLOWERS orders or those of its affiliates, that are timely and satisfactorily fulfilled, are as set forth in item "3" immediately above, except in those cases where (i) a written order fulfillment agreement between such BloomNet Florist and 1-800-FLOWERS, or its applicable affiliate, is in effect; or (ii) a fixed commission for specific product(s) has been established by 1-800-FLOWERS, which commission will be set forth in the 1-800-FLOWERS Payment Schedule or other writing designated by 1-800-FLOWERS (the "*Payment Schedule*"), as such schedule may be amended from time to time in 1-800-FLOWERS' sole discretion. The Payment Schedule can be found at http://bloomlink.net, or such other location as 1-800-FLOWERS shall designate. The commission for products that are timely and satisfactorily fulfilled shall be the commission set forth in the Payment Schedule on the date such product is fulfilled by the BloomNet Florist. In the event there is a written order fulfillment agreement between such BloomNet Florist and 1-800-FLOWERS, then the terms of the order fulfillment agreement shall control. Acceptance of 1-800-FLOWERS orders constitutes BloomNet Florists' acceptance of the conditions under which the orders are referred, including without limitation, the designated commission payment. In addition, the BloomNet Order Referral Program Fee Schedule also is applicable to BloomNet Florists for 1-800-FLOWERS' orders.
5. All use of 1-800-FLOWERS images must be approved in writing by 1-800-FLOWERS before being published in print or online and the BloomNet Florist must enter into the appropriate images license agreement(s) governing such uses. 1-800-FLOWERS and its affiliates reserve the right, each in its sole discretion, to decide which agreement or agreements, if any, it will enter into with any BloomNet Florist.
6. BloomNet cannot guarantee payment of any order reported in excess of ninety (90) days from the delivery date.
7. Duplicate orders reported to BN will be charged back to the reporting BloomNet Florist. A duplicate charge may be assessed by BloomNet.
8. It is a requirement of all BloomNet Florists to accept and deliver orders received through BloomLink, by fax, text or over the phone if, in the case of non-1-800-FLOWERS' orders, the order meets your delivery charge specifications.

SETTLEMENT PROCESSING STATEMENT

1. BloomNet guarantees payment of the applicable fees and/or commissions for successfully delivered floral and fruit arrangement orders if they are properly reported by any BloomNet Florist listed in the current BN Directory within ninety (90) days from the time the order was delivered.
2. BloomNet statements are posted on BloomLink on or about the 15th day of each month.
3. BloomNet Florist agrees to pay BN on or before the 25th day of each month for all monies (less commission) collected as a referring Florist or any other monies any BloomNet Florist currently owes BloomNet.
4. A monthly membership fee is charged to all BN Florists, plus any additional services, if applicable.
5. Disputes and requests for credits on an order received from 1-800-FLOWERS, or one of its affiliates, or an order received from another BloomNet Florist must be submitted to *customerservice@bloomnet.net* within thirty (30) days of receipt of the statement in question.
6. In the event that any BloomNet Florist does not pay in full the current statement by the 25th day of the month, a late fee will be applied once a month until the account becomes current. There will also be an interest rate charge of eight percent (8%) per annum on any past due balance on the following month's statement.
7. Checks returned by the bank will incur a $35.00 service charge on each item and BN membership may be subject to cancellation.

AUTHORIZATION

BloomNet Florist hereby expressly authorizes BloomNet, 1-800-FLOWERS.COM, Inc. and/or its affiliates to, at the option of any of them, deduct and retain from any fees or commissions due BloomNet Florist, any and all fees, charges, interest or penalties due to BloomNet, 1-800-FLOWERS.COM, Inc. and/or their affiliates, including, but not limited to: (i) franchise fees (if applicable), (ii) marketing fees and co-op advertising fees, (iii) rent payments on shop location(s), (iv) all fees due under the BloomNet Technologies Systems Agreement, (v) all fees due for BloomNet and Napco Products purchased, and (vi) any fees or other charges due 1-800-FLOWERS.COM, Inc. and/or its affiliates under any other agreement that exists between 1-800-FLOWERS.COM, Inc. and/or its affiliates and BloomNet Florist.

DIRECTORY

The current published directory is to be considered the system of record and all information should be reviewed and kept up-to-date with BloomNet. All BloomNet Florists (excluding any non-florist entities who opted in to refer or fulfill fruit arrangements only) shall be listed in the city/town or area where their shop is physically located in accordance with the BloomNet Order Referral Program Fee Schedule. A BloomNet Florist may choose to advertise their shop in additional cities/towns or areas they service. These listings are referred to as "*Extra Listings*" for which the BloomNet Florist shall be charged. BloomNet Florists will be codified with their basic shop information, such as address and phone number. BloomNet Florists also have the option to purchase additional advertising, such as display ads, expanded listings and color ads.

ERRORS, OMISSIONS, AND DISPUTES

Except for disputes and requests for credit as noted in item 5 of the "*Settlement Processing Statement*" section above, any errors or omissions in the BloomNet Settlement Processing statements must be reported to BloomNet in writing within sixty (60) days of the statement date. After sixty (60) days, the statement shall be deemed correct and BloomNet is not liable for errors or omissions. BloomNet Florists may send any such written notifications to: BloomNet Florist Services Department, 7800 Bayberry Road, Jacksonville, FL 32256.

It is requested that all BloomNet Florists attempt to settle any differences regarding the dissatisfaction of the delivery, quality and value of any order between the two BloomNet Florists involved. In the event that the BloomNet Florists fail to agree on a settlement and the BloomNet Florists turn over disposition to BloomNet, the decision made by the BloomNet Customer Service Department shall be binding and final upon all parties. Any request for adjustments must be made within sixty (60) days of receipt of the statement on which the order appears.

TERMINATION

A BloomNet Florist may terminate their membership at any time; provided that, the account is current and the cancellation letter is received in writing by BloomNet. The letter should be signed and dated on company letterhead and sent registered mail to the BloomNet Florist Services Department. Termination by e-mails and fax are not an acceptable format for cancellations and will not be processed. Termination shall become effective only when the Florist's listing is removed from the BloomNet Directory. BloomNet Florist shall be responsible for all applicable membership dues and fees during this time period. BloomNet Florist is expected to fulfill orders from BloomNet and other BloomNet Florists until cancellation becomes effective. BloomNet Florists are subject to a $99.00 final statement preparation charge and the account will go into an automatic hold status for 120 days to allow reporting of any orders by referring and receiving BloomNet Florists.

BloomNet reserves the right to cancel and terminate a membership at any time for any reason, including, but not limited to, delinquency of payment and/or non-compliance with terms and conditions of this Agreement and the then current

rules, regulations and procedures of BloomNet, as same may be modified from time-to-time, or for no reason. Any such termination by BloomNet shall be effective upon the date of notification to the BloomNet Florist.

CHANGE OF OWNERSHIP

It is the responsibility of all BloomNet Florists to notify BloomNet prior to any change regarding ownership of the BloomNet Florist's business, including without limitation, any sale of assets, assignment, grant of a security interest in or other transfer of assets, receivables, payments or fees, and, if seeking approval of the transfer of the membership, then to follow the provisions herein listed under item 2 of the "*General*" section of this Agreement. It is expressly understood that the membership, along with all rights and privileges thereto, shall not be assigned and are non-transferable, unless expressly approved in writing by BloomNet. In any event, both the BloomNet Florist and the owner of record are and shall remain responsible for any and all fees, charges, or other liabilities related to BloomNet Florist, including without limitation, the code number assigned to the BloomNet Florist, until the change of ownership is approved by BloomNet.

INDEMNIFICATION

BloomNet Florist shall defend, indemnify and hold harmless BloomNet, 1-800-FLOWERS.COM, Inc. and their affiliates, and their respective officers, directors, agents and employees, from and against any and all loss, cost, expense (including reasonable attorney's fees), claims, damages, and liabilities, however caused, resulting directly or indirectly, from or pertaining to, any acts or omissions of BloomNet Florist, BloomNet, 1-800-FLOWERS.COM, Inc. and their respective affiliates' acts, omissions, and/or performance hereunder. Whenever used in this Agreement, an "*affiliate*" of 1-800-FLOWERS.COM or 1-800- FLOWERS.COM, Inc., means any entity that is, directly or indirectly, controlling, controlled by, or under common control with 1-800-FLOWERS.COM, Inc.

RELATIONSHIP OF THE PARTIES

BloomNet Florist is and shall remain an independent contractor and shall have no right to bind BloomNet or 1-800-FLOWERS. Com, Inc., or any of its affiliates. BloomNet Florist shall not transact business in the name of BloomNet, 1-800-FLOWERS.COM. Inc., or any of its affiliates, unless expressly permitted to do so as evidenced in writing signed by an officer of BloomNet and 1-800-FLOWERS.COM, Inc.

TRADEMARKS

Except as expressly pre-approved in writing signed by an officer of BloomNet and 1-800-FLOWERS.COM, Inc., BloomNet Florist shall not use the trade names, service marks, trademarks, copyrights or other identifying marks of BN and 1-800-FLOWERS.COM, Inc., or its affiliates (collectively, the "*Marks*") in any manner whatsoever. At all times, the Marks are and shall remain the sole property of 1-800-FLOWERS.COM, Inc., and its affiliates and BloomNet Florist shall not use any trade names, service marks, trademarks, copyrights, telephone numbers or internet domain names similar to the Marks or take any action to interfere with the Marks. In addition, BloomNet Florist acknowledges the strength and validity of the Marks and agrees not to dilute, contest, challenge, or seek to register anywhere as a trademark, service mark, copyright or the like the Marks or any term confusingly similar to any of the Marks.

NO REPRESENTATIONS

BLOOMNET FLORIST ACKNOWLEDGES AND AGREES THAT NEITHER BLOOMNET, 1-800-FLOWERS.COM, INC., NOR ITS AFFILIATES HAVE MADE ANY PROMISES, REPRESENTATIONS OR WARRANTIES TO BLOOMNET FLORIST CONCERNING THE EXTENT TO WHICH BLOOMNET FLORIST MAY BENEFIT FROM THIS AGREEMENT OR THE ORDERS THAT IT MAY RECEIVE HEREUNDER. NO GUARANTEES OR ASSURANCES ARE MADE TO BLOOMNET FLORIST WHATSOEVER. BLOOMNET FLORIST ACKNOWLEDGES THAT IT IS AND HAS BEEN ENGAGED IN THE RETAIL FLOWER AND FRUIT ARRANGMENT BUSINESS PRIOR TO ENTERING INTO THIS AGREEMENT AND THAT IT WILL RECEIVE NO MARKETING,

TRAINING OR OTHER SUBSTANTIAL ASSISTANCE FROM BLOOMNET, 1-800-FLOWERS.COM, INC., OR ITS AFFILIATES WITH REGARD TO THE OPERATION OF ITS BUSINESS OR ITS OBLIGATIONS HEREUNDER.

INJUNCTIVE RELIEF

BloomNet Member recognizes the unique value and reputation attached to the Marks and agrees that any non-compliance with the terms of this Agreement will cause irreparable harm and damage to BloomNet, 1-800-FLOWERS.COM, Inc. and/or their affiliates. BloomNet Florist therefore agrees that in the event of such non-compliance, BloomNet, 1-800-FLOWERS.COM, Inc., and their affiliates shall be entitled to both temporary and permanent, equitable or injunctive relief in addition to any other legal and equitable remedies available to them, including reasonable attorneys' fees.

GOVERNING LAW & VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to conflict of laws principals. Venue for the purposes of any action brought in connection with or arising out of this Agreement shall be placed in the applicable New York State or Federal courts sitting in Nassau or Suffolk Counties, New York, and the parties hereby submit to the exclusive jurisdiction of said courts. For the expedited resolution of disputes, the BloomNet Florist agrees that all disputes shall be heard by the Court sitting without a jury and BloomNet Florist HEREBY WAIVES ANY AND ALL RIGHTS TO A JURY TRIAL.

PERSONAL GUARANTEE

The undersigned, individually, and if the undersigned are more than one, each of them, jointly and severally, absolutely and unconditionally guarantee to BloomNet, the prompt payment, when due, of the principal and interest owing on the BloomNet Florist account in question and any and all other obligations or indebtedness owed to BloomNet now existing or hereinafter arising in favor of BloomNet against the BloomNet Florist, or assigned by BloomNet Florist to BloomNet. The undersigned hereby waives all defenses that might constitute a legal or equitable discharge of a guarantor or surety and agrees such guaranty is valid and binding regardless of the reorganization or bankruptcy of the BloomNet Florist. The undersigned hereby waives notice of any default, nonpayment or nonperformance on the part of the BloomNet Florist, as well as any other notice, demand, presentment or protest of any kind. This is an irrevocable continuing guarantee and shall remain in full force and effect irrespective of any interruption or discontinuance of business relations between BloomNet and the BloomNet Florist. This guarantee shall cover the renewal of any obligations or indebtedness guaranteed by this instrument or extension of time for the payment thereof, and shall not be affected by any surrender or release of any security or obligation owed by the BloomNet Florist. The failure of BloomNet to insist on the strict performance on any one or more occasions shall not be deemed to be a waiver. This guarantee shall be governed, construed and enforced in accordance with the laws of the State of New York. By signing below, the undersigned authorizes BloomNet to obtain credit bureau reports from time-to-time on any and all of the undersigned for credit and collections purposes in connection with establishing, maintaining and enforcing BloomNet's credit relationship with the BloomNet Florist.

BLOOMNET FLORIST BY:

Printed Name: _____

Signature: _____

Date: _____

Printed Name: _____

Signature: _____

Date: _____

EFT AUTHORIZATION

I authorize 1-800-FLOWERS.COM, Inc. and/or its affiliates to deposit and/or debit automatically to or from my bank account(s) by initiating deposit and/or debit entries to my bank account(s) electronically or by any other commercially accepted method, and I authorize my financial institution(s) to credit the same to my bank account(s) for the deposit of funds for monies due to BloomNet Florist and the debit of funds due to BloomNet, 1-800-FLOWERS.COM., Inc. and/or its affiliates for receivables and other monies due them. This authority will remain in effect until you have received written notice from me of its cancellation in such time and manner as to afford you and the financial institution(s) a reasonable opportunity to act on it.

BLOOMNET FLORIST BY:

Signature: _____

FLOWERAMA OF AMERICA, INC.
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT I-2
BLOOMNET TECHNOLOGIES SYSTEMS AGREEMENT

BloomNet Technologies System Agreement

This Agreement (the "Agreement"), dated as of _____ __, 2022 is between BloomNet, Inc., a New York corporation with offices at 7800 Bayberry Road, Jacksonville, FL 32256 ("BloomNet Technologies"), and _____, with offices at _____ ("Customer").

BloomNet Technologies and Customer agree that the following terms and conditions apply to the provision and use of the BloomNet Technologies System, which currently includes Bloomlink, as well as additional available services and systems, including Directory Online, Hosted Websites, BloomNet Business Management System, BloomNet Products and Napco Imports (collectively for the purpose of this Agreement the "System") referenced in this Agreement.

1. **FEES.** The fees for the System can be found on the BloomNet Order Referral Fee Schedule available from BloomNet Technologies, which Schedule can be amended from time to time by BloomNet Technologies.

2. **TERM.** This Agreement is effective when signed by Customer and accepted in writing by BloomNet Technologies ("Agreement Effective Date") and shall continue in effect until terminated in accordance with the provisions of this Agreement (the "Term").

3. **LICENSES.** BloomNet Technologies hereby grants to Customer a personal, non-exclusive, non-transferable, limited license during the term of this Agreement to use all software, documentation and copyrighted content provided in or in connection with the System or Services ("Licensed Material"), if any, which may be furnished to Customer under this Agreement. Customer agrees to ensure that Customer and any Users of all Licensed Material hereunder comply with the terms and conditions set forth in this Agreement. A "User" is defined as any person or entity that accesses or attempts to access the System. BY ACCESSING THE SYSYEM OR ANY PORTION THEREOF, THE CUSTOMER AND USER AGREE TO BE BOUND BY, AND ARE BOUND BY, THE TERMS OF THIS AGREEMENT AND THE USER AGREEMENT AS ATTACHED AS **EXHIBIT A,** WHICH MAY BE AMENDED FROM TIME TO TIME. BloomNet Technologies reserves the right from time to time to modify, substitute for or add additional software, documentation and content, which shall be deemed to be Licensed Material for the purposes of this Agreement and subject to the terms of this Agreement. Customer also agrees to refrain from taking any steps, such as reverse assembly or reverse compilation, to derive source code from the System or any related software. Customer shall take all steps reasonably necessary to preserve or protect the confidentiality of the Licensed Materials and the proprietary interest of BloomNet Technologies and its Licensors therein. The Licensed Material shall not be reproduced or copied in whole or in part, shall not be removed from the United States, and shall be returned to BloomNet Technologies at Customer's expense at the conclusion of the Term of this Agreement. In addition, to the extent Licensed Material includes software or documentation provided by any third party pursuant to a license ("Third Party Material"), Customer agrees, as a condition to the right to use such Third Party Material, to abide by the terms and conditions of said licenses (including such additional User terms and conditions that shall be required by such license), to ensure that any Users abide by same and Customer shall be bound by such terms and conditions by virtue of its execution of this Agreement. Customer hereby acknowledges that it has acquired no rights in or to the System, Services, or Licensed Material, except for the limited license specifically set forth in this Agreement. Without in any way limiting the foregoing, Customer agrees to use any and all software and hardware that may be required, from time to time, to properly operate the System and shall accept and promptly use all updates received from BloomNet Technologies. Customer agrees that the System will be configured pursuant to the requirements of BloomNet Technologies, without any non-operating system software. In addition, the System must be configured to print to a physical printer only and any configuration that intercepts and/or redirects the printout into a third-party program is strictly prohibited.

4. **CUSTOMER'S RESPONSIBILITIES.**

(a) Customer shall obtain and maintain the necessary hardware to interface with the System and shall connect Customer's Computer System to the internet via an internet service provider upon the execution of this Agreement. Once Customer has connected Customer's Computer System to the System via the internet, Customer shall maintain Customer's Computer System online with the System during normal business hours (minimum of 9:00 a.m. - 5:00 p.m., local time, on each business day, with extended hours during holiday periods) and to immediately advise BloomNet Technologies if the connection is discontinued. The Computer System minimum requirements may change from time to time and Customer shall modify its Computer System to meet the then current minimum requirements within thirty (30) days of notification by BloomNet Technologies.

(b) Customer will ensure that its employees who use the System, or any portion thereof, comply with the terms of this Agreement, the User Agreement and any other rules or provisions governing the use of the System. In addition, Customer shall be responsible for, and shall defend, hold harmless and indemnify BloomNet Technologies and its Affiliates and their respective officers, directors, employees and agents from and against any and all claims, losses, and expenses (including attorneys' fees and expenses) arising from, or related to, the use of the System by Customer and any of its employees who use the System.

(c) Customer will timely pay all fees and charges due hereunder.

(d) Customer shall limit access to the System and use of the Services only for Customer's legal business purposes. Customer is entirely liable for all activities conducted through Customer's Computer System and for the content of any communications using the System, or for any use of the Services, by Customer or any User. Customer agrees that it and any User will use the System and the Services in compliance with any applicable user manual and shall not use the foregoing for illegal purposes, to violate the rights of any third party or BloomNet Technologies, or its Affiliates, or to interfere with or disrupt the System, other Users, Services or equipment. Violations of the foregoing by Customer or any User may result in removal of access to the System and/or Services and termination of this Agreement.

(e) Customer shall limit access to the System and the use of the Services to its authorized employees who will have agreed to the restrictions contained herein for Customer's own legal business purposes. Customer shall not provide access to or sell the Services or access to the System to any third party. Customer is not authorized to act as an agent of BloomNet Technologies in any way.

(f) Customer shall implement security procedures necessary to limit access to the System to Customer's authorized employees and, to the extent deemed necessary by Customer, to maintain a procedure external to the System for reconstruction or retrieval of lost or altered files, data or programs.

(g) Subject to Customer's compliance with this Agreement, BloomNet Technologies will provide the Services in such a manner as to interface with Customer's Computer System. However, BloomNet Technologies may from time to time modify, remove or supplement features of the System and the Services as provided to Customer under this Agreement. BloomNet Technologies may, and reserves the right to, from time to time, change, modify or update this Agreement and the User Agreement and any such changes shall take effect thirty (30) days after notice to Customer and Customer's continued use thereafter shall constitute Customer's acceptance of all such changes, modifications or updates.

(h) The pricing, terms and conditions of this Agreement are proprietary information of BloomNet Technologies. Customer shall use a reasonable

degree of care (in no event less than the same degree of care as it uses for its own proprietary information) to prevent the unauthorized disclosure or use of such proprietary information.

(i) Customer shall, at all times, maintain in good working order, Customer's Computer System in compliance with the terms of this Agreement. Without limiting the foregoing, Customer shall keep Customer's Computer System in a suitable operating environment consistent with the manufacturers' environmental requirements and will not install the same in any area in which it may be susceptible to accidental spills or other damage.

(j) Except for hardware purchased by Customer, for which Customer has paid in full, Customer shall not take or fail to take any action that may result in a lien being placed against any Licensed Material or against any software or hardware components supplied by BloomNet Technologies or supplied by any third party pursuant to this Agreement.

(k) Some or all of the software or hardware components may be owned by a third party from whom BloomNet Technologies leases ("Lessor") or licenses ("Licensor") same in order to rent or license same to Customer. In such event, Customer's rights under this Agreement to use and possess any such software or hardware components owned or licensed by any third party is specifically and expressly subject to and subordinate to BloomNet Technologies' lease or license with such third party.

(l) Customer will comply with all applicable federal, state, local and other laws, regulations, rules, and ordinances applicable to the provision and use of the System and the Services under this Agreement, including, but not limited to, laws regarding transmission of technical data that is exported from the United States using the System.

(m) Customer shall defend, indemnify and hold harmless BloomNet Technologies, BloomNet Technologies' Affiliates, and their respective officers, directors, shareholders and employees, Licensors, Lessors, telecommunications providers, content providers, and third party providers, from and against all claims, losses, liabilities, costs, expenses (including reasonable attorneys fees) and damages whatsoever, whether or not arising out of third party claims and regardless of the form of action, whether in contract, tort, strict liability or otherwise, concerning or relating to: (i) any noncompliance by Customer or Users with any provisions of this Agreement, including, without limitation, the schedules and exhibits attached hereto and the User Manual; (ii) negligent acts or omissions by Customer or Users; (iii) the content of any communications of Customer or Users. BloomNet Technologies reserves the right, at its option, and at Customer's expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Customer hereunder.

5. **BILLING PAYMENT**.

(a) Customer shall pay BloomNet Technologies, or its designee, all charges and fees due under this Agreement, without deduction or set-off. The fees due under this Agreement are provided for in Section 1 above. Invoices will be issued monthly by mail or electronically via the System and shall be payable by Customer within thirty (30) days of the invoice date, or as otherwise provided pursuant to BloomNet Technologies then current process. All payments shall be mailed to the address stated on the invoice or as otherwise designated by BloomNet Technologies. In addition to the fees provided for in Section 1 hereof, Customer agrees to pay any sales, use, value-added, personal property or other governmental tax or levy imposed on goods or services billed to Customer. In addition to any other remedies available to BloomNet Technologies, in the event any payment is not made within said thirty (30) day period, then interest shall accrue on the unpaid balance at the rate of one and one-half percent (1.5%)(or the highest rate permitted by law, whichever is lower), per month until fully paid.

(b) Notwithstanding anything to the contrary in this Section 5, the Service shall not be activated and billing shall not begin until the completion by BloomNet Technologies to its satisfaction of a credit check of Customer, which Customer hereby authorizes be conducted. Customer agrees to defend, indemnify and hold BloomNet Technologies harmless from and against any and all interest, penalties and other liabilities of any nature arising out of or in connection with Customer's failure to timely pay any and all taxes or file returns with respect thereto.

(c) BloomNet Technologies may, at any time and from time to time, increase any fees provided for hereunder upon not less than thirty (30) days prior written or electronic notice to Customer.

(d) Customer is solely responsible for all telecommunication/internet access charges and any other charges from Customer's telephone and telecommunications providers; including, without limitation, usage charges and any charges incurred for installing and maintaining any telephone or communications lines.

6. **OWNERSHIP**.

(a) Ownership of the System, the Services and the Licensed Material shall at all times remain with BloomNet Technologies and its Licensors. This Agreement conveys to Customer the limited right to access and use the System, the Services and the Licensed Material in accordance with the terms of this Agreement only and no other rights in the System, the Services and the Licensed Material are conveyed to Customer by this Agreement. The Customer shall not remove from the System, the Services and any Licensed Material any markings or proprietary notices placed thereon by BloomNet Technologies, its Affiliates, or its Licensors. User passwords are the property of BloomNet Technologies and may be deleted or replaced by BloomNet Technologies.

(b) Customer shall promptly supply to the satisfaction of BloomNet Technologies such Uniform Commercial Code Financing Statements and other documents that BloomNet Technologies may request to evidence and protect the title to and ownership interest of BloomNet Technologies, its Lessors and Licensors and assigns in any hardware sold to Customer by BloomNet Technologies for which Customer has not paid in full.

7. **WARRANTY AND LIMITATION OF LIABILITY**.

(A) FOR PURPOSES OF THIS SECTION 7, BLOOMNET TECHNOLOGIES, INCLUDES BLOOMNET TECHNOLOGIES, ANY AFFILIATED, PARENT AND SUBSIDIARY ENTITIES OF BLOOMNET TECHNOLOGIES, ANY SUB-CONTRACTORS AND SUPPLIERS OF THE FOREGOING, ANY THIRD PARTY LICENSORS AND LESSORS, AND THE DIRECTORS, EMPLOYEES, OFFICERS, AGENTS, SUB-CONTRACTORS AND SUPPLIERS OF ALL OF THEM.

(B) BLOOMNET TECHNOLOGIES MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM, ANY SERVICES UNDER THE SYSTEM, ANY SOFTWARE, HARDWARE, OR OTHER EQUIPMENT PROVIDED UNDER THIS AGREEMENT AND BLOOMNET TECHNOLOGIES EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

(C) FOR HARDWARE AND EQUIPMENT SOLD BY BLOOMNET TECHNOLOGIES TO CUSTOMER HEREUNDER, BLOOMNET TECHNOLOGIES MAKES NO WARRANTY OR GUARANTEE AS TO SAME, EXPRESS OR IMPLIED, AND CUSTOMER SHALL LOOK SOLELY TO THE MANUFACTURER OF ANY SUCH HARDWARE AND EQUIPMENT FOR ANY CLAIMS CUSTOMER MAY HAVE REGARDING SAME.

(D) CUSTOMER ASSUMES TOTAL RESPONSIBILITY AND RISK FOR USE OF THE SYSTEM AND THE SERVICES, AND BLOOMNET TECHNOLOGIES AND ANY THIRD PARTIES WHO CONTRIBUTE TO THE SYSTEM SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES, EVEN IF

BLOOMNET TECHNOLOGIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. BLOOMNET TECHNOLOGIES ALSO SHALL NOT BE LIABLE FOR ANY DAMAGE A CUSTOMER MAY SUFFER ARISING OUT OF OR RELATING TO: SERVICE INTERRUPTIONS, INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR SYSTEMS PROVIDED BY CUSTOMER OR THIRD PARTIES, OR, UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR USERS' APPLICATION, DATA PROGRAMS, INFORMATION (TRANSACTIONAL AND OTHERWISE), SYSTEM, COMPUTER SYSTEM OR SYSTEMS TO OR THROUGH ACCIDENT, FRAUDULENT MEANS OR ANY OTHER METHOD, BY CUSTOMER, USERS OR THIRD PARTIES. BLOOMNET TECHNOLOGIES DOES NOT GUARANTEE THAT CUSTOMER OR USERS WILL BE ABLE TO ACCESS THE SERVICE AT A TIME OR LOCATION OF THEIR CHOOSING, OR THAT IT WILL HAVE ADEQUATE CAPACITY FOR THE SERVICE AS A WHOLE OR FOR PARTICULAR PRODUCTS. IN ANY INSTANCE INVOLVING PERFORMANCE OR NONPERFORMANCE BY BLOOMNET TECHNOLOGIES WITH RESPECT TO SERVICES PROVIDED HEREUNDER, CUSTOMER'S AND USERS' SOLE REMEDY (IN THE AGGREGATE) SHALL BE THE RECOVERY OF AMOUNTS PAID BY CUSTOMER TO BLOOMNET TECHNOLOGIES UNDER THIS AGREEMENT DURING THE PREVIOUS THREE (3) MONTHS (NOT INCLUDING ORDER PROCESSING OR TRANSACTION FEES). BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, BLOOMNET TECHNOLOGIES' LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. BLOOMNET TECHNOLOGIES DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED THROUGH THE SYSTEM, EXCEPT AS MAY BE EXPRESSELY PROVIDED FOR HEREIN.

(E) THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION 7 SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, AND SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

(F) THE SYSTEM IS PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS AND BLOOMNET TECHNOLOGIES DOES NOT WARRANT THAT IT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS WILL BE CORRECTED. BLOOMNET TECHNOLOGIES SHALL NOT BE RESPONSIBLE FOR: (i) SERVICE IMPAIRMENTS CAUSED BY ACTS WITHIN THE CONTROL OF CUSTOMER, ITS EMPLOYEES, AGENTS, USERS, SUBCONTRACTORS, OR SUPPLIERS; (ii) INTEROPERABILITY OF SPECIFIC CUSTOMER APPLICATIONS; (iii) INABILITY OF CUSTOMER TO ACCESS OR INTERACT WITH ANY OTHER SERVICE PROVIDER THROUGH THE INTERNET OR OTHER COMMUNICATIONS NETWORKS, OTHER SYSTEMS OR USERS THAT ARE ACCESSIBLE THROUGH THE INTERNET OR OTHER COMMUNICATIONS NETWORKS, OR THE INFORMATIONAL OR COMPUTING RESOURCES AVAILABLE THROUGH THE INTERNET OR OTHER COMMUNICATIONS NETWORKS; (iv) INTERACTION WITH OTHER SERVICE PROVIDERS, SYSTEMS, USERS OR INFORMATIONAL OR COMPUTING RESOURCES THROUGH THE INTERNET OR OTHER COMMUNICATIONS NETWORKS; (v) SERVICES PROVIDED BY OTHER SERVICE PROVIDERS; (vi) USE OF ANY THIRD PARTY SOFTWARE OR HARDWARE COMPONENTS AND/OR SYSTEM; (vii) CUSTOMER'S FAILURE TO USE THE SYSTEM OR ANY SERVICES PROVIDED UNDER THE SYSTEM IN ACCORDANCE WITH ANY MANUALS OR INSTRUCTIONS PROVIDED BY BLOOMNET TECHNOLOGIES; (viii) PERFORMANCE IMPAIRMENTS CAUSED ELSEWHERE ON THE INTERNET OR OTHER COMMUNICATIONS NETWORKS; OR (ix) USE OF THE SYSTEM OR ANY SERVICES AVAILABLE UNDER THE SYSTEM, INCLUDING, WITHOUT LIMITATION, ANY SOFTWARE OR HARDWARE COMPONENT THEREOF, IN A MANNER CONTRARY TO THE TERMS OF THIS AGREEMENT OR THE USER AGREEMENT.

(G) WITHOUT LIMITING ANY OTHER PROVISION OF THIS SECTION 7, BLOOMNET TECHNOLOGIES DOES NOT SUPPORT OR ASSUME, AND HEREBY DISCLAIMS, ANY RESPONSIBILITY WHATSOEVER FOR THE SELECTION, USE, AND CONSEQUENCES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA (TRANSACTIONAL OR OTHERWISE), OF ANY THIRD PARTY COMPONENTS AND/OR A THIRD PARTY SYSTEM AND THEIR COMPATIBILITY WITH THE SYSTEM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT CUSTOMER ASSUMES FULL AND TOTAL RESPONSIBILITY FOR SELECTION, USE AND CONSEQUENCES OF ANY THIRD-PARTY COMPONENTS AND/OR SYSTEM AND FOR ANY IMPACT ON SUCH COMPONENTS OR SYSTEM ON CUSTOMER'S COMPUTER SYSTEM, THE SYSTEM AND/OR ANY OTHER SYSTEM OR FACILITY OF CUSTOMER.

(H) WITHOUT LIMITING ANY OTHER PROVISION OF THIS SECTION 7, CUSTOMER SHALL BE RESPONSIBLE FOR AND BLOOMNET TECHNOLOGIES SHALL NOT HAVE ANY RESPONSIBILITY FOR INCOMPATIBILITY BETWEEN SOFTWARE, MODIFICATIONS OR UPDATES PROVIDED BY BLOOMNET TECHNOLOGIES FOR CUSTOMER'S COMPUTER SYSTEM OR CHANGES IN THE SYSTEM PROVING INCOMPATIBLE WITH CUSTOMER'S COMPUTER SYSTEM OR WITH ANY THIRD PARTY COMPONENTS AND/OR SYSTEM, NOR SHALL BLOOMNET TECHNOLOGIES BE LIABLE IF SUCH UPDATES CORRUPT ANY THIRD PARTY COMPONENTS AND/OR SYSTEM OR DATA GENERATED OR USED IN ANY THIRD PARTY COMPONENTS AND/OR SYSTEM OR TO RENDER ANY THIRD PARTY COMPONENTS AND/OR SYSTEM INOPERABLE.

(I) BLOOMNET TECHNOLOGIES DISCLAIMS ALL LIABILITY FOR AND CUSTOMER AGREES THAT BLOOMNET TECHNOLOGIES SHALL NOT BE LIABLE FOR FAILURE OF OR DELAY IN TRANSMISSION OF ORDERS OR LOSS OF ORDERS OR ANY TRANSACTIONAL INFORMATION RESULTING FROM SYSTEM MALFUNCTION, DISRUPTION OF CARRIER LINES, LOSS OF POWER, NATURAL DISASTERS OR ANY AND ALL CAUSES REASONABLY BEYOND BLOOMNET TECHNOLOGIES' CONTROL.

(J) YOU ACKNOWLEDGE THAT BLOOMNET TECHNOLOGIES CANNOT, AND DOES NOT INTEND TO, SCREEN COMMUNICATIONS IN ADVANCE FOR ACCURACY OR CONFORMANCE TO THIS AGREEMENT OR ANY LAWS. HOWEVER, BLOOMNET TECHNOLOGIES MAY ELECT, AT ITS OWN DISCRETION, TO MONITOR SOME, ALL, OR NONE OF THE SYSTEM'S AREAS FOR ADHERENCE TO THE AGREEMENT. ACCORDINGLY, YOU ACKNOWLEDGE THAT NEITHER BLOOMNET TECHNOLOGIES, ANY OF ITS AFFILIATES, NOR ANY THIRD PARTIES WHO CONTRIBUTE TO THE SYSTEM SHALL ASSUME OR HAVE ANY LIABILITY FOR ANY ACTION OR INACTION BY BLOOMNET TECHNOLOGIES, OR ITS AFFILIATES, WITH RESPECT TO ANY CONTENT ON THE SYSTEM. ANY CONDUCT BY A CUSTOMER OR USER THAT IN BLOOMNET TECHNOLOGIES' SOLE DISCRETION RESTRICTS OR INHIBITS ANY OTHER CUSTOMER, USER, PERSON OR ENTITY FROM USING OR ENJOYING THE SYSTEM SHALL ENTITLE BLOOMNET TECHNOLOGIES TO IMMEDIATELY TERMINATE THIS

AGREEMENT WITHOUT NOTICE. YOU AGREE TO USE THE SYSTEM ONLY FOR LAWFUL PURPOSES, AND TO ENSURE THAT USERS USE THE SYSTEM IN COMPLIANCE WITH THIS AGREEMENT AND THE USER AGREEMENT.

(K) BLOOMNET TECHNOLOGIES RESERVES THE RIGHT TO PROTECT ITS CUSTOMERS AND BLOOMNET TECHNOLOGIES FROM OFFENSIVE E-MAIL COMMUNICATION, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO BLOCK MASS E-MAIL SOLICITATIONS, OR "JUNK E-MAIL".

(L) YOU ALSO AGREE AND ACCEPT THAT AS NEW PRODUCTS AND SERVICES BECOME AVAILABLE ON OR THROUGH THE SYSTEM, YOUR USE OF THESE PRODUCTS OR SERVICES IS SUBJECT TO THIS AGREEMENT. FAILURE TO ABIDE BY THESE TERMS AND CONDITIONS MAY RESULT IN TERMINATION OF THIS AGREEMENT.

8. TERMINATION.

(a) Each of BloomNet Technologies and Customer shall have the absolute right to terminate this Agreement for any reason upon thirty (30) days prior notice to the other party.

(b) BloomNet Technologies may terminate this Agreement at any time immediately upon giving notice if Customer (i) fails to pay any outstanding charges within ten (10) days of when due, (ii) fails to perform or observe any material term or condition of this Agreement relating to the content of any communications by Customer or any User, or interferes with, disrupts, or other improperly utilizes the System, or violates any provision of this Agreement concerning the intellectual property rights of BloomNet Technologies or others, (iii) fails to perform or observe any other material term or condition of this Agreement within fifteen (15) days after BloomNet Technologies sends written notice, including electronic notice, to Customer of such failure, or (iv) if Customer ceases doing business as a going concern or files or has filed against it any petition in bankruptcy or any state insolvency law, has a receiver appointed for it or its property, or commits an act of bankruptcy, becomes insolvent, makes a consignment for the benefit of creditors or offers a composition or extension of any of its indebtedness. If Customer repeats a violation with respect to which it has been notified by BloomNet Technologies pursuant to subpart (iii) above, BloomNet Technologies may terminate this Agreement without advance notice. Upon any termination, Customer shall be liable for all charges incurred as of the date of termination.

(c) If BloomNet Technologies fails to perform or observe any material term and condition of this Agreement, Customer may terminate this Agreement provided Customer gives to BloomNet Technologies written notice specifying the nature and extent of any such alleged breach by BloomNet Technologies and BloomNet Technologies fails to cure said alleged default within thirty (30) days after receipt of written notice from Customer.

(d) Upon termination or expiration of this Agreement for any reason, Customer shall (i) immediately cease using the System and all Licensed Material; (ii) within five (5) days of such termination or expiration, return to BloomNet Technologies, at Customer's sole cost and expense, all Licensed Material and software, manuals and other written materials therefore and shall delete and destroy all copies of the Licensed Material installed on the Computer System or otherwise in its or any User's possession; and (iii) within seven (7) days, return to BloomNet Technologies, at Customer's sole cost and expense, all BloomNet Technologies supplied hardware properly packaged in accordance with shipping instructions received from BloomNet Technologies, unless Customer has paid the purchase price in full for same. If BloomNet Technologies determines upon receipt of any hardware returned by Customer to BloomNet Technologies that such hardware has been damaged by abuse, misuse, improper packing or use in a manner other than permitted by this Agreement, BloomNet Technologies shall be entitled to the then reasonable costs of repair and replacement of such hardware, as determined by BloomNet Technologies, and Customer shall be liable for and shall promptly pay to BloomNet Technologies all such costs and charges related to same.

(e) Termination or expiration of this Agreement shall not extinguish any right or obligation of either party accruing prior to the termination or expiration of this Agreement, including, without limitation, the obligation to pay any charges accruing under this Agreement. Moreover, the provisions of paragraphs 4(h), 4(j), 4(l), 4(m), 5(a), 5(b), 5(d), 6, 7, 8(d), 8(e), 9(a), 9(b), 9(c), 9(d), 9(e), 9(f), 9(i), and 9(k), and the parties' rights and obligations thereunder, together with all other limitations of liability contained herein shall survive the expiration or termination of this Agreement.

9. MISCELLANEOUS PROVISIONS.

(a) This Agreement shall be construed and governed by the laws of the State of New York without regard to its choice of law rules.

(b) BloomNet Technologies and Customer agree to submit to binding arbitration for resolution of any dispute arising out of or in connection with this Agreement. Arbitration shall be held in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect, and the dispute will be heard by a sole arbitrator selected by the parties or by the American Arbitration Association. Arbitration shall be held at the office of the American Arbitration Association located in Nassau County, New York, or, in the event no such office exists in Nassau County, New York, then the arbitration shall be held in an office of the American Arbitration Association in New York, New York. Judgment upon any arbitration award rendered may be entered in any Court having jurisdiction thereof. The arbitrator shall not limit, expand or modify the terms of this Agreement nor award damages in excess of compensatory damages permitted under this Agreement, and each party waives any claim to such excess damages. The arbitrator shall not have any ability to award any equitable remedies and shall be limited to remedies available at law. Each party shall bear its own expenses (including attorneys' fees) and share equally all costs and fees of the arbitration. The content and result of the arbitration shall be held in confidence by all participants.

(c) Notwithstanding anything to the contrary contained in Section (b) above, the Parties agree that irreparable harm and damage would occur if there is any breach, or threatened or attempted breach by Customer or any User of this Agreement and that in addition to any other remedies that may be available (all remedies being cumulative) to BloomNet Technologies, BloomNet Technologies will be entitled to obtain equitable relief, including specific performance and injunctive relief, restraining any such breach or any further, attempted or threatened breaches, of such obligations without the necessity of posting any bond or showing any damages, and the Parties hereby irrevocably consent to the exclusive jurisdiction of the Supreme Court of the State of New York, County of Nassau, for any such action or proceeding.

(d) Customer shall not publish or use any advertising, sales promotions, press releases or other publicity that use the name, logo, trademarks or service marks of BloomNet Technologies, its Affiliates or any third parties who contribute to the System without the prior written approval of BloomNet Technologies, its Affiliates or any such third party provider.

(e) Nothing in this Agreement shall create or vest in Customer any right, title, or interest in the System and/or Licensed Materials, other than the right to use the System and/or Licensed Materials under the terms and conditions of this Agreement. This is the entire Agreement between the parties with respect to the System and Services provided hereunder and supersedes all prior agreements, proposals, representations, statements or understandings, whether written or oral, concerning the System and Services. No change, modification, or waiver of any of the terms of this Agreement shall be binding unless included in a written agreement and signed by both parties.

(f) If any portion of this Agreement is found to be invalid or unenforceable, the remaining portions shall remain in effect and each such portions of this Agreement shall be valid and shall be enforced to the full extent permitted by law.

(g) **CUSTOMER MAY NOT ASSIGN ANY OF CUSTOMER'S RIGHTS, DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT WITHOUT THE PRIOR EXPRESS WRITTEN CONSENT OF BLOOMNET TECHNOLOGIES, AND ANY ATTEMPTED ASSIGNMENT NOT EXPRESSLY CONSENTED TO IN WRITING BY AN OFFICER OF BLOOMNET TECHNOLOGIES SHALL BE NULL AND VOID. ANY ATTEMPT BY CUSTOMER TO SUBLICENSE, ASSIGN OR TRANSFER ANY OF THE CUSTOMER'S RIGHTS, DUTIES OR OBLIGATIONS UNDER THIS AGREEMENT SHALL BE NULL AND VOID.**

(h) **BLOOMNET TECHNOLOGIES SHALL HAVE THE RIGHT TO ASSIGN THIS AGREEMENT AND ANY OF ITS RIGHTS AND OBLIGATIONS HEREUNDER, EITHER IN WHOLE OR IN PART, WITHOUT THE CONSENT OF CUSTOMER.**

(i) BloomNet Technologies' performance obligations under this Agreement shall be solely to Customer and not to any third party. Other than as may be expressly set forth herein, this Agreement shall not be deemed to provide third parties with any remedy, claim, right or action or other right.

(j) All formal notices, requests, demands and other communications required or permitted under this Agreement shall be sent electronically through the System or in writing and shall be deemed to have been duly made and received when sent, if sent electronically or personally served, or three (3) days after mailed by first class mail, certified mail, postage prepaid, to the addresses indicated on page one of this Agreement as to Customer and as to BloomNet to 7800 Bayberry Road, Jacksonville, Florida 32256, or to any such other address as a party shall specify to the other in writing. Customer agrees to regularly check for such notices and to bear the risk of failing to do so. If sent electronically to Customer, the notice will be sent to Customer's account. If sent electronically to BloomNet Technologies the notice will be sent to:

customerservice@bloomnet.net

(k) No failure or delay by a party in exercising any right, power or remedy hereunder will operate as a waiver. No waiver will be effective unless it is in writing and signed by the waiving party. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of a subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this Agreement shall be cumulative and none of them shall be a limitation of any other remedy, right, undertaking, obligation or agreement by either party.

(l) For purposes of this Agreement, the term "Affiliate" means with respect to any party, any person or entity controlling, controlled by or under common control with such party. "Control" (including the term "Controlling", "Controlled By" and "Under Common Control With") shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a person or entity, whether through the ownership of voting securities or otherwise.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

BloomNet, Inc.

By: _____
Name:
Title:

CUSTOMER

By: _____
Name:
Title:

EXHIBIT A

USER AGREEMENT

See attached.

EXHIBIT A

BLOOMNET TECHNOLOGIES SYSTEM USER AGREEMENT

IMPORTANT! Your use of the BloomNet Technologies System (as defined below) is permitted only pursuant to a license granted to your employer ("Customer") and you on the condition that you comply with the terms and conditions set forth below.

PLEASE CAREFULLY REVIEW THIS BLOOMNET TECHNOLOGIES SYSTEM USER AGREEMENT BETWEEN YOU, AS USER, AND BLOOMNET, INC. ("BLOOMNET TECHNOLOGIES")("USER AGREEMENT"). BY ACCESSING THE BLOOMNET TECHNOLOGIES SYSTEM, OR ANY PORTION THEREOF, YOU AGREE TO BE BOUND BY, AND ARE BOUND BY, THE TERMS OF THIS AGREEMENT. AT SUCH TIME OF ACCESS, YOU SHALL HAVE ENTERED INTO THIS AGREEMENT WITH BLOOMNET TECHNOLOGIES. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, THEN DO NOT ACCESS THE SYSTEM, OR ANY PORTION THEREOF, AND RETURN TO BLOOMNET TECHNOLOGIES ANY SOFTWARE AND/OR MATERIALS PROVIDED TO YOU.

1. TERMS OF SERVICE; CHARGES AND BILLING PRACTICES

A. BloomNet Technologies provides its BloomNet Technologies System, which currently includes Bloomlink, as well as additional available services and systems, including Directory Online, Hosted Websites, BloomNet Management System, BloomNet Products and Napco Imports (collectively for the purpose of this Agreement referred to as "BloomNet Technologies System" or the "System") to you as a registered user ("User" or "you"), subject to the terms of this User Agreement and the BloomNet Technologies System Agreement between Customer and BloomNet Technologies (the "Master Agreement"). This User Agreement and the Master Agreement comprise the entire agreement between BloomNet Technologies and you, superseding any prior agreements between you and BloomNet Technologies with respect to its subject matter. You acknowledge and agree that you are permitted to use the BloomNet Technologies System only due to and in connection with your employment by Customer and are subject to the terms of the Master Agreement. You agree to use the System as specified from time to time by BloomNet Technologies. Additionally, you may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content, software, or services. This User Agreement and the limited rights granted to you hereunder shall terminate upon the termination of the Master Agreement or earlier as provided in this Agreement.

B. BloomNet Technologies may change the User Agreement at any time, and such change shall take effect thirty (30) days after notice to the Customer and you ("Effective Date"). The then current User Agreement will be posted on BloomNet Essential (formerly Bloomlink). You agree to review the User Agreement periodically to be aware of such changes. If any change is unacceptable to you, you may terminate your registration by giving notice to BloomNet Technologies at customerservice@bloomnet.net. YOUR CONTINUED USE OF THE SYSTEM, OR ANY PROTION THEREOF, FOLLOWING THE EFFECTIVE DATE OF ANY SUCH CHANGES TO THE USER AGREEMENT CONSTITUES ACCEPTANCE OF ALL SUCH CHANGES.

C. Rates and fees for using the System are set forth in and governed by the Master Agreement.

2. USER INFORMATION

You certify that YOU ARE AT LEAST EIGHTEEN (18) YEARS OLD. You agree to provide BloomNet Technologies with accurate, complete, and current registration information.

Unauthorized access to the System could result in immediate termination of your and the Customer's account and subject you to civil and criminal liability. By registering as a User, you will receive a password. BloomNet Technologies owns all passwords, may delete the same, and licenses them to you. You may not use your password name in violation of this User Agreement. You are entirely liable for all activities conducted using your password. A User may not permit another individual to use your password. Because BloomNet Technologies sends important notices about your registration to the Customer and/or you, you agree to check the System regularly and bear the risk of failing to do so. Users who have had their BloomNet Technologies registration terminated may not access the

System without BloomNet Technologies' prior express written (including e-mail) permission. Users may not allow a former User or other agent whose registration has been terminated to use their account.

3. RIGHTS AND RESPONSIBILITIES

You acknowledge that:

(i) The System contains information (transactional and otherwise), communications, and software, and may contain photos, video, graphics, music, sounds, and other material and services (collectively "Content"); (ii) certain Content is the property of BloomNet Technologies and its affiliates and other Content may be provided under license by independent providers of Content ("ICPs") and other Users; and (iii) at a minimum, BloomNet Technologies owns a copyright in the selection, coordination, arrangement, and enhancement of such Content.

Each Customer and any User must evaluate, and bear the risk associated with any reliance on the accuracy, completeness or usefulness of, any Content.

BloomNet Technologies does not pre-screen Content as a matter of policy; however, BloomNet Technologies, its affiliates, and ICPs shall have the right, but not the responsibility, to remove Content that they deem harmful, offensive or otherwise in violation of this User Agreement or the Master Agreement. Accordingly, you acknowledge that neither BloomNet Technologies, its affiliates, nor any ICP shall assume or have any liability for any action or inaction by BloomNet Technologies or its affiliates, or any ICP, with respect to Content on, or Content changes within, the System or otherwise.

You acknowledge the following: (i) BloomNet Technologies permits access to Content that is protected by copyrights, trademarks, and other intellectual and proprietary rights ("Rights"); (ii) these Rights are valid and protected in all media and technologies existing now or later developed; and (iii) except as explicitly provided otherwise, the User Agreement, applicable copyright and other laws govern your use of Content.

You agree that you may upload to the System, or otherwise transmit on or through the System only Content that (1) is not subject to any Rights or (2) any holder of Rights has given express authorization for distribution on the System. You represent that if you upload any files or Content, you have the legal authorization to do so. You agree that BloomNet Technologies may employ virus-checking technology to protect the System and its Customers and users from viruses. By submitting Content to any "public area" of the System (e.g., any Chat Rooms, message boards, or forums, messages, and orders), you grant BloomNet Technologies and its affiliates the royalty-free, perpetual, irrevocable, non-exclusive right (including any moral rights) and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, communicate to the public, perform and display the Content (in whole or in part) worldwide and/or to incorporate it in other works in any form, media or technology now known or later developed, for the full term of any rights that may exist in such Content.

You also warrant that the holder of any Rights, including moral rights in such Content, has completely and effectively waived all such Rights and validly and irrevocably granted to you the right to grant the license stated above. You also permit any User and authorized user to access, display, view, store and reproduce the Content for personal use. Subject to the foregoing, the owner of Content placed on the System retains any and all Rights that may exist in such Content.

You recognize that communication over the System often occurs in real time. You acknowledge that BloomNet Technologies cannot, and does not intend to, screen communication in advance for accuracy or conformance to the User Agreement or any laws. However, BloomNet Technologies may elect, at its sole discretion, to monitor some, all, or none of the public areas for adherence to the User Agreement. Accordingly, you acknowledge that neither BloomNet Technologies, its affiliates, nor any ICP shall assume or have any liability for any action or inaction by BloomNet Technologies, its affiliates, or any ICP with respect to Content on the System. Any conduct by a User that in BloomNet Technologies' sole discretion restricts or inhibits any other user, person or entity from using or enjoying the System or another service shall entitle BloomNet Technologies to immediately terminate registration without notice. You agree to use the System only for lawful purposes. YOU MAY NOT USE, OR ALLOW OTHERS TO USE, YOUR SYSTEM ACCOUNT, EITHER DIRECTLY OR INDIRECTLY, TO:

(1) post, transmit, or promote any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, hateful, racially, ethnically or otherwise objectionable Content;

(2) harass, threaten, embarrass, or cause distress, unwanted attention or discomfort upon another user of the System or other person or entity;

(3) post, transmit, promote, link, or facilitate the distribution of sexually explicit or other Content that is deemed by BloomNet Technologies to be offensive;

(4) disrupt the normal flow of orders or messages or the dialogue in a chat room or on a message board, if any, or otherwise act in a manner that negatively affects other Users, users, individuals or entities, such as causing the screen to "scroll" faster than other Users or users are able to type to it or any action to a similar disruptive effect;

(5) impersonate any person or entity, including, but not limited to, a BloomNet Technologies official, or an ICP, or communicate under a false name or a name that you are not entitled or authorized to use, or impersonate a minor;

(6) post or transmit, or cause to be posted or transmitted, chain letters or pyramid schemes;

(7) post or transmit or cause to be posted or transmitted, any unsolicited advertising, promotional materials, or other forms of solicitation to other Users, individuals or entities, except in those areas, if any, that are expressly designated for such a purpose, or collect or harvest screen names or other users, without permission;

(8) post or transmit, or cause to be posted or transmitted, any communication or solicitation designed or intended to obtain password, account, or private financial information from any user;

(9) violate any operating rule, policy or guideline of any other interactive service;

(10) intentionally or unintentionally violate any applicable local, state, national, international or foreign law, including, but not limited to, any rules or regulations having force of law, or

(11) violate any terms of this Agreement or the Master Agreement, or any other rules, directives or policies of BloomNet Technologies. BloomNet Technologies reserves the right to protect its customers, users, BloomNet Technologies and others from offensive email communication, including, but not limited to, the right to block mass e-mail solicitations, or "junk e-mail."

You also agree and accept that as new products or services become available on or through the System, your use of these products is subject to this User Agreement and the Master Agreement. In addition to Content and services provided by ICPs, BloomNet Technologies, and its affiliates, others may offer Content, software or other services to Users with their own terms and conditions relating to your use. Failure to abide by these terms and conditions may result in termination of your registration.

4. NAVIGATIONAL AND TRANSACTIONAL INFORMATION.

BloomNet Technologies may collect and store certain navigational and transactional information, such as data on the choices you make from the range of available services or merchandise and the times and ways you use the System, or information on the orders sent through the System.

BloomNet Technologies may use navigational and transactional information to personalize the System, for programming and editorial research and to otherwise facilitate the transmission of orders and otherwise for the operation of the System. For example, and without limiting the foregoing, BloomNet Technologies may use this information to understand User's reaction to menu items, Content, services and merchandise offered through the System and to customize the System based on User's interest. BloomNet Technologies may disclose to third parties navigational or transactional information and you hereby authorize such disclosure.

5. BLOOMNET TECHNOLOGIES SOFTWARE LICENSES

To the extent BloomNet Technologies delivers any software to you, BloomNet Technologies grants to you a non-exclusive, limited, revocable, limited license to use such software to connect to the System via the Customer's computer system. This license is subject to the restriction that, except where expressly permitted by law, you may not, or permit others to, translate, reverse-engineer or reverse-compile or decompile, disassemble or make derivative works from, any such software. You may not, or permit others to, modify such software or use it in any way not expressly authorized in this Agreement. This license will terminate upon the termination of this Agreement.

6. WARRANTY AND LIMITATION OF LIABILITY

FOR PURPOSES OF THIS SECTION 6, BLOOMNET TECHNOLOGIES INCLUDES BLOOMNET TECHNOLOGIES, AND ANY AFFILIATED, PARENT AND SUBSIDIARY ENTITIES OF BLOOMNET TECHNOLOGIES, ANY SUBCONTRACTORS AND SUPPLIERS OF THE FOREGOING, ANY THIRD-PARTY LICENSORS AND LESSORS, AND THE DIRECTORS, EMPLOYEES, OFFICERS, AGENTS, SUBCONTRACTORS AND SUPPLIERS OF ALL OF THEM.

USER EXPRESSLY AGREES THAT THE SYSTEM, THE USE OF THE SYSTEM, ANY SERVICES UNDER THE SYSTEM, ANY SOFTWARE, HARDWARE OR OTHER EQUIPMENT PROVIDED UNDER THIS AGREEMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OR GUARANTEES OF ANY KIND, EITHER EXPRESS OR IMPLIED, UNLESS SUCH WARRANTIES ARE LEGALLY INCAPABLE OF EXCLUSION. FURTHERMORE, BLOOMNET TECHNOLOGIES EXPRESSELY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CUSTOMER AND USER ASSUME TOTAL RESPONSIBILITY AND RISK FOR USE OF THE SYSTEM AND THE SERVICES, AND BLOOMNET TECHNOLOGIES AND ANY THIRD PARTIES WHO CONTRIBUTE TO THE SYSTEM SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR HARM TO BUSINESS, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES, EVEN IF BLOOMLINK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. BLOOMNET TECHNOLOGIES ALSO SHALL NOT BE LIABLE FOR ANY DAMAGE CUSTOMER OR USER MAY SUFFER ARISING OUT OF OR RELATING TO: SERVICE INTERRUPTIONS; INTEROPERABILITY, INTERACTION OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES OR SYSTEMS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR, UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S OR USERS' APPLICATION, DATA PROGRAMS, INFORMATION, SYSTEM, COMPUTER SYSTEM OR SYSTEMS TO OR THROUGH ACCIDENT, FRAUDULENT MEANS OR ANY OTHER METHOD, BY CUSTOMER, USERS OR THIRD PARTIES. BLOOMNET TECHNOLOGIES DOES NOT GUARANTEE THAT USERS WILL BE ABLE TO ACCESS THE SERVICE AT A TIME OR LOCATION OF THEIR CHOOSING, OR THAT IT WILL HAVE ADEQUATE CAPACITY FOR THE SERVICE AS A WHOLE OR FOR PARTICULAR PRODUCTS. BLOOMNET TECHNOLOGIES' ENTIRE AGGREGATE LIABILITY UNDER THIS AGREEMENT AND THE MASTER AGREEMENT AND THE SOLE REMEDY WITH RESPECT TO USE OF SYSTEM, ANY SERVICES UNDER THE SYSTEM, AND ANY SOFTWARE, HARDWARE OR OTHER EQUIPMENT PROVIDED UNDER THIS AGREEMENT, SHALL BE RECOVERY BY CUSTOMER OF AMOUNTS PAID BY CUSTOMER TO BLOOMNET TECHNOLOGIES UNDER THE MASTER AGREEMENT DURING THE PREVIOUS THREE (3) MONTHS, (NOT INCLUDING ORDER PROCESSING OR TRANSACTION FEES). BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR THE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, IN SUCH STATES OR JURISDICTIONS, BLOOMNET TECHNOLOGIES' LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW. BLOOMNET TECHNOLOGIES DOES NOT ENDORSE, WARRANT OR GUARANTEE ANY PRODUCT OR SERVICE OFFERED THROUGH THE SYSTEM, EXCEPT AS EXPRESSLY PROVIDED ELSEWHERE.

THE LIMITATIONS OF LIABILITY CONTAINED IN THIS SECTION 6 SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT, AND SHALL SURVIVE FAILURE OF AN EXCLUSIVE REMEDY.

BLOOMNET TECHNOLOGIES SHALL NOT BE RESPONSIBLE FOR: (i) SERVICE IMPAIRMENTS CAUSED BY ACTS WITHIN THE CONTROL OF CUSTOMER, ITS EMPLOYEES, AGENTS, USERS, SUBCONTRACTORS, OR SUPPLIERS; (ii) INTEROPERABILITY OF SPECIFIC CUSTOMER OR USER APPLICATIONS; (iii) INABILITY OF CUSTOMER OR USER TO ACCESS OR INTERACT WITH ANY OTHER SERVICE PROVIDER THROUGH THE INTERNET OR OTHER COMMUNICATIONS NETWORKS OR THE INFORMATIONAL OR COMPUTING RESOURCES AVAILABLE THROUGH THE INTERNET OR OTHER COMMUNICATIONS NETWORKS; (iv) INTERACTION WITH OTHER SERVICE PROVIDERS, SYSTEMS, USERS OR INFORMATIONAL OR COMPUTING RESOURCES THROUGH THE INTERNET OR OTHER COMMUNICATIONS NETWORKS; (v) SERVICES PROVIDED BY OTHER SERVICE PROVIDERS; (vi) USE OF ANY THIRD PARTY SOFTWARE OR HARDWARE COMPONENTS AND/OR SYSTEMS; (vii) CUSTOMER'S OR USER'S FAILURE TO USE THE SYSTEM OR ANY SERVICES PROVIDED UNDER THE SYSTEM IN ACCOURDANCE WITH ANY MANUALS OR INSTRUCTIONS PROVIDED BY BLOOMNET TECHNOLOGIES; (viii) PERFORMANCE IMPAIRMENTS CAUSED ELSEWHERE ON THE INTERNET OR OTHER COMMUNICATIONS NETWORKS; OR (ix) USE OF THE SYSTEM OR ANY SERVICES AVAILABLE UNDER THE SYSTEM, INCLUDING, WITHOUT LIMITATION, ANY SOFTWARE OR HARDWARE COMPONENT THEREOF, IN A MANNER CONTRARY TO THE TERMS OF THIS AGREEMENT OR THE MASTER AGREEMENT.

WITHOUT LIMITING ANY OTHER PROVISION OF THIS SECTION 6, BLOOMNET TECHNOLOGIES DOES NOT SUPPORT OR ASSUME, AND HEREBY DISCLAIMS, ANY RESPONSIBILITY WHATSOEVER FOR THE SELECTION, USE, AND CONSEQUENCES, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA, OF ANY THIRD PARTY COMPONENTS AND/OR A THIRD PARTY SYSTEM AND THEIR COMPATIBILITY WITH THE SYSTEM. USER HEREBY ACKNOWLEDGES AND AGREES THAT USER ASSUMES FULL AND TOTAL RESPONSIBILITY FOR SELECTION, USE AND CONSEQUENCES OF ANY THIRD PARTY COMPONENTS AND/OR SYSTEM AND FOR ANY IMPACT ON SUCH COMPONENTS OR SYSTEM ON USER OR CUSTOMER'S COMPUTER SYSTEM, THE SYSTEM AND/OR ANY OTHER SYSTEM OR FACILITY OF CUSTOMER OR USER.

WITHOUT LIMITING ANY OTHER PROVISION OF THIS SECTION 6, CUSTOMER AND USER SHALL BE RESPONSIBLE FOR AND BLOOMNET TECHNOLOGIES SHALL NOT HAVE ANY RESPONSIBILITY FOR INCOMPATIBILITY BETWEEN SOFTWARE, MODIFICATIONS OR UPDATES PROVIDED BY BLOOMNET TECHNOLOGIES FOR CUSTOMER'S COMPUTER SYSTEM OR CHANGES IN THE SYSTEM PROVING INCOMPATIBLE WITH CUSTOMER'S COMPUTER SYSTEM OR WITH ANY THIRD PARTY COMPONENTS AND/OR SYSTEM, NOR SHALL BLOOMNET TECHNOLOGIES BE LIABLE IF SUCH UPDATES CORRUPT ANY THIRD PARTY COMPONENTS AND/OR SYSTEM OR DATA GENERATED OR USED IN ANY THIRD PARTY COMPONENTS AND/OR SYSTEM OR RENDER ANY THIRD PARTY COMPONENTS AND/OR SYSTEM OR RENDER ANY THIRD PARTY COMPONENTS AND/OR SYSTEM INOPERABLE.

BLOOMNET TECHNOLOGIES DISCLAIMS ALL LIABILITY FOR AND USER AGREES THAT BLOOMNET TECHNOLOGIES SHALL NOT BE LIABLE FOR FAILURE OF OR DELAY IN TRANSMISSION OF ORDERS OR LOSS OF ORDERS OR TRANSACTIONAL INFORMATION RESULTING FROM SYSTEM MALFUNCTION, DISRUPTION OF CARRIER LINES, LOSS OF POWER, NATURAL DISASTERS OR ANY AND ALL CAUSES REASONABLY BEYOND BLOOMNET TECHNOLOGIES' CONTROL.

YOU ACKNOWLEDGE THAT BLOOMNET TECHNOLOGIES CANNOT AND DOES NOT INTEND TO SCREEN COMMUNICATIONS IN ADVANCE FOR ACCURACY OR CONFORMANCE TO THIS AGREEMENT OR ANY LAWS. HOWEVER, BLOOMNET TECHNOLOGIES MAY ELECT, AT ITS OWN DISCRETION, TO MONITOR SOME, ALL, OR NONE OF THE SYSTEM'S AREAS FOR ADHERENCE TO THIS USER AGREEMENT. ACCORDINGLY, YOU ACKNOWLEDGE THAT NEITHER BLOOMNET TECHNOLOGIES, ANY OF ITS AFFILIATES, NOR ANY THIRD PARTIES WHO CONTRIBUTE TO

THE SYSTEM SHALL ASSUME OR HAVE ANY LIABILITY FOR ANY ACTION OR INACTION BY BLOOMNET TECHNOLOGIES, OR ITS AFFILIATES, WITH RESPECT TO ANY CONTENT ON THE SYSTEM. ANY CONDUCT BY A CUSTOMER OR USER THAT IN BLOOMNET TECHNOLOGIES' SOLE DISCRETION RESTRICTS OR INHIBITS ANY OTHER CUSTOMER, USER, PERSON OR ENTITY FROM USING OR ENJOYING THE SYSTEM SHALL ENTITLE BLOOMNET TECHNOLOGIES TO IMMEDIATELY TERMINATE THIS AGREEMENT WITHOUT NOTICE. YOU AGREE TO USE THE SYSTEM ONLY FOR LAWFUL PURPOSES, AND TO ENSURE THAT USERS USE THE SYSTEM IN COMPLIANCE WITH THIS USER AGREEMENT AND THE MASTER AGREEMENT.

7. INDEMNIFICATION

User agrees to defend, indemnify and hold harmless BloomNet Technologies, its affiliated companies, and their respective employees, contractors, officers, directors, telecommunications providers, and ICPs from all liabilities, claims and expenses, including attorneys' fees, that arise from breach of this User Agreement, by use of, or in connection with, the transmission of any Content on the System or the Internet by or through User's account. BloomNet Technologies reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by User hereunder.

8. GOVERNING LAW AND VENUE; REMEDIES; NOTICES

If any portion of this User Agreement shall be found invalid or unenforceable, the remaining portions shall remain in effect and shall be enforced to the full extent permitted by law. This Agreement shall be construed and governed by the laws of the State of New York, without regard to its choice of law rules. Any dispute arising out of this Agreement shall be submitted to binding arbitration as provided in the Master Agreement. User also has read and agrees to the provisions concerning equitable relief and exclusive jurisdiction and venue (in the Supreme Court of the State of New York, County of Nassau) in the Master Agreement.

Notices required or permitted under this Agreement shall be sent electronically to the Customer at its account on the System or to BloomNet Technologies at customerservice@bloomnet.net and shall be deemed duly made and received when sent.

FLOWERAMA OF AMERICA, INC.
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT I-3
BLOOMNET ORDER REFERRAL PROGRAM RATE SCHEDULE

BloomNet Rate Schedule (Effective July 2021)

Order Referral Program

$5.50 per order for 20+ orders successfully referred per month from order #1

$3.50 per order for 1-19 orders successfully referred per month

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NOTE: No minimum order dollar value or minimum monthly order referral requirement.
Earned rebates are paid on the last day of the month for those accounts that are current on the statement due date.

MEMBERSHIP RATES (Based on Total Orders Fulfilled)

Monthly Orders Fulfilled	Monthly Rate	
0-10	$0.00	
11-29	$49.99	
30-59	$129.99	
60-99	$199.99	
100-199	$299.99	
200-299	$499.99	
300-499	$799.99	
500-749	$999.99	
750-999	$1,249.99	
1000+	$1,499.99	
Payment Processing Fee	**Monthly Orders Fulfilled**	**Standard Rate**
Florist to Florist	1 order	7%
1-800-FLOWERS.com to Florist	1-24 orders	7%
1-800-FLOWERS.com to Florist	25 or more orders	9%
Optional Low Referral Rate	**Monthly Rate**	
Less than 20 orders per month referred	$19.99	
Optional Reciprocity Surcharge	**Monthly Rate**	**Ratio of Orders**
5% of order gross merchandise fulfilled		Successfully referred to fulfilled 3:1
Marketing & Education Surcharges	**Monthly Rate**	**Ratio of Orders**
BloomNet's Floral Selection Guide	$14.99	
Floriology Magazine	$5.99	

BLOOMNET TECHNOLOGIES (BloomLink Access Rate)

BloomLink Access	Monthly Rate
1 - 10 monthly orders fulfilled	$0.00
11 - 29 monthly orders fulfilled	$49.99
30 - 59 monthly orders fulfilled	$79.99
60 - 99 monthly orders fulfilled	$119.99
100 - 199 monthly orders fulfilled	$164.99
200 - 299 monthly orders fulfilled	$199.99
300 - 499 monthly orders fulfilled	$244.99
500+ monthly orders fulfilled	$294.99
BloomNet Essentials	**Monthly Rate**
Licensing Fee	$5.00
Third Party POS	**Monthly Rate**
Integration Fee	$10.00
Florist Hosted Website Program	**Rates**
Initial Setup (one time fee)	$159.00 (one time)
Service Fee	$79.99/month
URL Registration Fee	$19.99/year
Additional Domain Name Fee	$19.99/year
Domain Name Change Fee (one time fee)	19.99 (one time)
Order Capture Rate	$3.99/order
Web Marketing Program	$24.99/month
Order Fulfillment	**Rates**
Fulfillment Rate	$3.50/order
Delivery Confirmation Credit	$1.00/order
All other messages	NO CHARGE
International	**Rates**
BloomLink messages	NO CHARGE

BloomNet Rate Schedule (Effective July 2021)			
DIRECTORY ADVERTISING	**Monthly Rate**		
Directory Online	$17.99		
Consumer Directory (locatemyflorist.com)	$9.99		
Printed Directory (shipping & handling)	$12.99/mailing		
Listings	**Rates/Listing**	**ONLINE**	**PRINT**
Resident Listing	$17.99	X	X
Extra Listings	$17.99	X	X
Customized Listing	$18.99	X	X
Facility Listing	$4.99	X	
Open Sunday Listing (includes all listings)	$10.99	X	
Display Advertising	**Monthly Rate/Ad**	**ONLINE**	**PRINT**
6" ad	$89.99	X	X
9" ad	$119.99	X	X
Half Page ad	$199.99	X	X
Full Page ad	$299.99	X	X
Set Up Charge (one time fee)	$9.99	X	X

TIMELY REPLY PROGRAM	
Conditions	**Assessment**
Order Rejected more than 2 standard business hours	$10.00
Order Rejected more than 24 hours	$20.00
Order Rejected more than 72 hours	Full Order Value
Order Rejected more than 2 standard business hours and after cutoff time on the day of delivery	2x Full Value of Order
Conditions, Delivery Notifications	**Assessment**
Delvery notification missing on order	$2.25
Delivery notifications sent after cutoff time	$2.25

QUALITY ASSURANCE PROGRAM	**$19.99 /monthly Assessment**

TERMINATION

Florists are subject to a $99.00 final statement preparation charge and the account will go into an automatic hold status for 120 days to allow reporting of any orders by sending and receiving Florists. Proprietary and confidential information. In compliance with individual state laws, please note certain products and services are subject to taxation.

FLOWERAMA OF AMERICA, INC.
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT J
CONFIDENTIALITY AGREEMENT

FLOWERAMA OF AMERICA, INC.

CONFIDENTIALITY AGREEMENT

CONFIDENTIALITY AGREEMENT made _____, by and between FLOWERAMA OF AMERICA, INC., an Iowa corporation ("Franchisor") and _____ ("Candidate"), with reference to the following facts:

A. Franchisor is the owner of all right, title and interest in and to the trade name, trademark and service marks "FLOWERAMA" and "FLOWERAMA OF AMERICA", and 1-800-FLOWERS.COM, INC., a Delaware corporation and the parent company of Franchisor, is the owner of all right, title and interest in and to the trade name, trademark and service marks "1-800-FLOWERS", "FRUIT BOUQUETS BY 1-800-FLOWERS" and other marks (hereinafter the "Marks") and has authorized Franchisor to franchise the rights to certain valuable trade practices and all of the designs, phrases, logos, signs, formulas, operating procedures, merchandising methods, cost control, accounting and general business techniques, strategies, routines, copyrights, manuals, training materials, bulletins and all other items now or hereafter owned, used, developed or provided by Franchisor (hereinafter collectively the "Trade Practices") in connection with the retail flower business, all of which may be improved, further developed or otherwise modified from time to time.

B. Franchisor and its affiliates have developed a chain of retail sales outlets for the sale of flowers, plants, fresh fruit products, including fresh cut fruit arrangements, related products and services and gift and sentiment items under the Marks which are or will be operated in accordance with uniform standards of operation, including, without limitation, design of building, layout of equipment, interior and exterior decoration, signs, operating methods, purchasing programs, items of standard appearance and design, advertising, sales and general business techniques, personnel management and control systems and bookkeeping and accounting systems (hereinafter collectively the "System") in order to create and maintain a unique appeal to the public. Candidate acknowledges that the Trade Practices, the Marks and the System have been developed by Franchisor, its parent and its affiliates by the investment of time, skill, effort and money and are widely recognized by the public and are of substantial value.

C. Franchisor may provide Candidate with confidential and proprietary information related to Flowerama's System prior to granting or declining to grant Candidate a franchise or entering into a franchise agreement with Candidate. Franchisor desires that Candidate maintain the confidentiality of all such confidential and proprietary information, the Trade Practices and the elements of the System on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IT IS AGREED:

1. INCORPORATION OF RECITALS.

The recitals set forth in Paragraphs A, B and C above are true and correct and are hereby incorporated by reference into the body of this Agreement.

2. CONFIDENTIALITY.

Candidate acknowledges and agrees:

a. Confidential Information. That Candidate's knowledge of the elements of the System and any other proprietary data that may be disclosed to Candidate by Franchisor, or any affiliate of Franchisor, including, without limitation, any and all confidential and/or proprietary knowledge, data or information of a party and any and all confidential and/or proprietary knowledge, data or information which a party has obtained or obtains from another person or entity and which a party treats as proprietary or designates (whether or not in writing or electronic form) as "Confidential Information". By way of illustration, but not limitation, Confidential Information includes tangible and intangible information (whether or not in electronic form) relating to the System, the Trade Practices, the Marks and Franchisor's business operations (all as they may be defined herein or in any Franchise Agreement between Franchisor and Candidate), products and services, equipment, sources of materials and equipment, information management, computer hardware and software, data, other content, formulations, patterns, compilations, programs, devices and processes, know-how, business relationships, contact information for industry professionals, designs, developmental or experimental work and services, improvements, discoveries, plans for research, potential new or supplemental products and services, web sites, advertisements or ancillary products and services, marketing and selling methods and/or plans, business plans, budgets and unpublished financial statements, licenses, prices and costs, vendors, collaborators and customers, prices charged to customers, customer lists and other customer data, information regarding the skills and compensation of employees of Franchisor and contractors of Franchisor, designs, drawings, specifications, source code, object code, documentation, diagrams, flowcharts, research, development, marketing techniques and materials, trademarks, trade secrets, sales/license techniques, inventions, copyrightable material, trademarkable material, databases, relationship between Franchisor and other companies, persons or entities, and any other information or material considered proprietary by Franchisor, whether or not designated as Confidential Information by Franchisor but that is not generally known by the public, or which derives independent economic value (actual or potential) from not being generally known to the public or persons unaffiliated with Franchisor and which is subject of efforts by Franchisor that are reasonable under the circumstances to maintain its secrecy or any other information in oral, written, graphic or electronic form which, given the circumstances surrounding such disclosure, would be considered confidential. Confidential Information also includes the manner in which any of the above-described items may be combined with other information or products or synthesized or used by Candidate. Confidential Information does not include any information which: (i) was in the lawful and unrestricted possession of Candidate prior to its disclosure by Franchisor; (ii) is or becomes generally available to the public by acts other than those of Candidate after receiving it; (iii) has been received lawfully and in good faith by Candidate from a third party who did not derive it from Franchisor; or (iv) is shown by acceptable evidence to have been independently developed by Candidate.

b. Value. That the Confidential Information has been developed by Franchisor, its parent and its affiliates by the investment of time, skill, effort and money and is widely recognized by the public and are of substantial value. Candidate acknowledges and agrees the Confidential Information is not generally known by the public or parties other than Franchisor, its affiliates, its franchisees and Candidate; derives independent economic value (actual or potential) from not being generally known to the public or persons unaffiliated with Franchisor, its franchisees or Candidate; and is the subject of efforts by Franchisor that are reasonable under the circumstances to maintain the secrecy of the Confidential Information, including, without limitation (i) not revealing the Confidential Information to unauthorized parties; (ii) requiring its franchisees to acknowledge and agree in writing that the Confidential Information is confidential; (iii) requiring its franchisees to agree in writing to maintain the confidentiality of the Confidential Information; (iv) monitoring electronic access to the Confidential Information by the use of passwords and other restrictions

so that electronic access to the Confidential Information is limited to authorized parties; and (v) requiring its franchisees to return all Confidential Information to Franchisor upon the expiration or termination of their Franchise Agreements

c. Proprietary. That the Confidential Information is proprietary, confidential and constitutes a trade secret of Franchisor, its parent and its affiliates.

d. Maintain Confidentiality. That Candidate will fully and strictly maintain the confidentiality of the Confidential Information, will exercise the highest degree of diligence in safeguarding the Confidential Information and will not disclose or reveal the Confidential Information to any person other than another person who is actively and directly participating in the acquisition of the franchise with Candidate, but only after first disclosing the identity of such person to Franchisor in writing and obtaining such person's signature on a Confidentiality Agreement similar to this Agreement, unless covered by attorney-client privilege.

e. Reproduction and Use. That Candidate will not directly or indirectly reproduce or copy any Confidential Information or any part thereof and will make no use of any Confidential Information for any purpose whatsoever unless and until Candidate becomes a franchisee of Franchisor, and then only in accordance with the provisions of Candidate's Franchise Agreement.

3. MISCELLANEOUS.

a. Injunction. Candidate recognizes the unique value and secondary meaning attached to the System, the Marks and the Trade Practices and agrees that any noncompliance with the terms of this Agreement or any unauthorized or improper use of the Confidential Information will cause irreparable damage to Franchisor, its parent, its affiliates and its franchisees. Candidate therefore agrees that if he or it should engage in any such unauthorized or improper use of the Confidential Information, Franchisor shall be entitled to both permanent and temporary injunctive relief from any court of competent jurisdiction in addition to any other remedies prescribed by law.

b. Further Acts. The parties agree to execute such other documents and perform such further acts as may be necessary or desirable to carry out the purposes of this Agreement.

c. Heirs and Successors. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and permitted assigns.

d. Entire Agreement. This Agreement, the Exhibits to this Agreement and any documents incorporated herein by reference, represent the entire understanding between the parties regarding the subject matter of this Agreement and supersedes all other negotiations, agreements, representations and covenants, oral or written, except any other agreement executed by Franchisor, its parent or its affiliates, and Candidate in connection herewith. This Agreement may not be modified except by a written instrument signed by the party to be charged. The parties intend this Agreement to be the entire integration of all of their agreements on this subject of any nature regarding the subject matter of this Agreement. No other agreements, representations, promises, commitments or the like, of any nature, exist between the parties. By placing his initials at the end of this Paragraph 3(d), Candidate acknowledges the accuracy of the provisions of this Paragraph 3(d). Nothing in this or any related agreement, however, is intended to disclaim the representations made by Franchisor in the Franchise Disclosure Document that was furnished to Candidate by Franchisor.

_____

Initials

e. No Warranties. Candidate acknowledges and agrees that Franchisor has made no promises, representations or warranties to Candidate that are inconsistent with the terms of this Agreement or Franchisor's Franchise Disclosure Document concerning the profitability or likelihood of success of the Center at the Franchised Location, that he has been informed by Franchisor that there can be no guaranty of success in the franchised business and that Candidate's business ability and aptitude is primary in determining his success. By placing his initials at the end of this Paragraph 3(e), Candidate acknowledges the accuracy of the provisions of this Paragraph 3(e).

_____
Initials

f. Waiver. Failure by Franchisor to enforce any rights under this Agreement shall not be construed as a waiver of such rights. Any waiver, including a waiver of default, in any one instance shall not constitute a continuing waiver or a waiver in any other instance.

g. Validity. Any invalidity of any portion of this Agreement shall not affect the validity of the remaining portions and unless substantial performance of this Agreement is frustrated by any such invalidity, this Agreement shall continue in full force and effect.

h. No Uniformity. Franchisor has made no warranty or representation that all Confidentiality Agreements previously issued or issued after this Confidentiality Agreement by Franchisor do or will contain terms substantially similar to those contained in this Confidentiality Agreement. Franchisor may, in its reasonable business judgment and its sole and absolute discretion, due to local business conditions or otherwise, waive or modify comparable provisions of other Confidentiality Agreements previously executed or executed after the date of this Confidentiality Agreement with other franchisees in a non-uniform manner.

i. Headings and Gender. The headings used herein are for purposes of convenience only and shall not be used in construing the provisions hereof. As used herein, the male gender shall include the female and neuter genders, the singular shall include the plural and the plural, the singular.

j. Execution by Franchisor. This Agreement shall not be binding on Franchisor unless and until it shall have been accepted and signed by an authorized officer of Franchisor.

k. Assignment. Except as otherwise restricted by applicable law, this Agreement may be assigned in whole or in part by Franchisor without prior approval of Candidate and such assignment shall not modify or diminish Candidate's obligations hereunder. Candidate shall have no right to assign its rights or obligations under this Agreement.

l. Third Parties. Except as otherwise restricted by applicable law, the parties intend to confer no benefit or right on any person or entity not a party to this Agreement and no third party shall have the right to claim the benefit of any provision hereof as a third party beneficiary.

m. Attorneys' Fees. If Franchisor becomes a party to any legal proceedings concerning this Agreement by reason of any act or omission of Candidate or its authorized representatives, Candidate shall be liable to Franchisor for the reasonable attorneys' fees and court costs incurred by Franchisor in the legal proceedings. If either party commences a legal proceeding against the other party arising out of or in

connection with this Agreement, the prevailing party shall be entitled to have and recover from the other party its reasonable attorneys' fees and costs of suit.

n. Responsibility. The term "Candidate" as used in this Agreement shall refer to each person executing this Agreement as Candidate, whether such person is one of the spouses, partners, shareholders, trustees, trustors or beneficiaries or persons named as included in Candidate, and shall apply to each such person as if he were the only named Candidate in this Agreement.

(i) If Candidate is a married couple, both husband and wife executing this Agreement shall be liable for all obligations and duties of Candidate hereunder as if such spouse were the sole Candidate hereunder.

(ii) If Candidate is a partnership or if more than one person executes this Agreement as Candidate, each partner or person executing this Agreement shall be liable for all the obligations and duties of Candidate hereunder.

(iii) If Candidate is a trust, each trustee, trustor and beneficiary signing this Agreement shall be liable for all of the obligations and duties of Candidate hereunder.

(iv) If Candidate is a limited liability company, all members executing this Agreement shall be liable for all obligations and duties of Candidate hereunder as if each member were the sole Candidate hereunder.

(v) If Candidate is a corporation, all shareholders executing this Agreement shall be liable for all obligations and duties of Candidate hereunder as if each such shareholder were the sole Candidate hereunder.

(vi) If Candidate is in breach or default under this Agreement, Franchisor may proceed directly against each such spouse, partner, signatory to this Agreement, shareholder, trustee, trustor or beneficiary without first proceeding against Candidate and without proceeding against or naming in such suit any other Candidate, partner, signatory to this Agreement, shareholder, trustee, trustor or beneficiary. The obligations of Candidate and each such spouse, partner, person executing this Agreement, shareholder, trustee, trustor and beneficiary shall be joint and several.

(vii) Notice to or demand upon one spouse, partner, person signing this Agreement, shareholder, trustee, trustor or beneficiary shall be deemed notice to or demand upon Candidate and all such spouses, partners, persons signing this Agreement, shareholders, trustees, trustors and beneficiaries, and no notice or demand need be made to or upon all such Candidate's, spouses, partners, persons executing this Agreement, shareholders, trustees, trustors or beneficiaries.

(viii) The cessation of or release from liability of Candidate, or any such spouse, partner, person executing this Agreement, shareholder, trustee, trustor or beneficiary shall not relieve any other Candidate, spouse, partner, person executing this Agreement, shareholder, trustee, trustor or beneficiary from liability hereunder, except to the extent that the breach or default has been remedied.

o. Cumulative Remedies. Any specific right or remedy set forth in this Agreement, legal, equitable, or otherwise, shall not be exclusive, but shall be cumulative with all other rights or remedies set forth herein or allowed or allowable by law.

p. Notices. All notices or demands shall be in writing and shall be served in person, by Express Mail, by certified mail, by private overnight delivery or by electronic transmission (fax). Service shall be deemed conclusively made: (i) at the time of service, if personally served; (ii) twenty-four (24) hours (exclusive of weekends and national holidays) after deposit in the United States mail, properly addressed and postage prepaid, if served by Express Mail; (iii) upon the earlier of actual receipt or three (3) calendar days after deposit in the United States mail, properly addressed and postage prepaid, return receipt requested, if served by certified mail; (iv) twenty-four (24) hours after delivery by the party giving the notice, statement or demand if by private overnight delivery; and (v) at the time of electronic transmission, if such transmission occurs prior to 5:00 P.M. on a business day and a copy of such notice is mailed within twenty-four (24) hours after the transmission.

Any notice or demand to Franchisor shall be given to:

Flowerama of America, Inc.
5108 Nordic Drive
Cedar Falls, Iowa 50613
Fax: 516-237-7797
Attention: Senior Vice President, Retail Operations

With a copy to:

1-800-Flowers.Com
Two Jericho Plaza, , Suite 200
Jericho, New York 11753
Fax: 516-433-2184
Attention: General Counsel/Corporate Secretary

With a copy to:

1-800-Flowers.Com Franchise Co., Inc.
Two Jericho Plaza, Suite 200
Jericho, New York 11753
Fax: 516-237-7797
Attention: Senior Vice President, Retail Operations

Any notice or demand to Candidate shall be given to:

_____
_____
_____
Fax: _____

Either party may change its address for the purpose of receiving notices, demands and other communications by a written notice given in the manner set forth above to the other party.

q. No Right to Use Marks or System. This Agreement is not a Franchise Agreement or a license of any sort, and does not grant Candidate any right to use or to franchise or license the use of, the Confidential Information, which right is expressly reserved by Franchisor. Franchisor and Candidate acknowledge and agree that the execution of this Agreement by Franchisor shall not obligate Franchisor in any way to grant Candidate a license to execute a Franchise Agreement. Franchisor may refuse to offer a Franchise Agreement to Candidate for any reason whatsoever, with or without cause.

r. Counterparts and Electronic Transmission; Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be one and the same instrument. Copies of this Agreement with signatures that have been transmitted by email or by facsimile shall constitute and be deemed original copies of this Agreement for all purposes, provided that the copies are fully executed, dated and identical in form to the original hard copy version of this Agreement. In addition, this Agreement may be signed electronically by the parties to this Agreement and electronic signatures appearing on this Agreement shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Agreement.

s. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Venue for purposes of any legal proceedings brought in connection with or arising out of this Agreement shall be conclusively presumed to be in the State of New York, County of Nassau or County of Suffolk. Candidate hereby submits to the jurisdiction of the Supreme Courts of the State of New York, County of Nassau, and of the United States District Court for the Eastern District of New York. THE PARTIES SPECIFICALLY WAIVE TRIAL BY JURY.

IN WITNESS WHEREOF, the parties have executed this Agreement at Jericho, New York, on the date first shown above.

FRANCHISOR:	CANDIDATE:
FLOWERAMA OF AMERICA, INC., An Iowa corporation	_____ A _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

FLOWERAMA OF AMERICA, INC.
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT K
GENERAL RELEASE

GENERAL RELEASE AGREEMENT

THIS GENERAL RELEASE AGREEMENT (this "Release Agreement") is made on _____, (the "Effective Date"), by and between FLOWERAMA OF AMERICA, INC., an Iowa corporation ("Franchisor"), on the one hand, and _____ ("Franchisee"), and _____ ("Owner"), on the other hand, who are collectively referred to in this Release Agreement as the "Releasing Parties", with reference to the following facts:

A. Franchisor and Franchisee are parties to a Franchise Agreement and related ancillary agreements dated _____ (collectively, the "Franchise Agreement") pursuant to which Franchisor granted Franchisee a license (the "License") to use the service mark and trade name "Flowerama" (the "Marks") and the "Flowerama System" (the "System") in connection with the operation of a Flowerama Co-brand retail franchised unit (the "Franchised Unit") located at _____ (the "Franchised Location").

B. Franchisee desires to enter into a _____.

C. This Release Agreement has been requested at a juncture in the relationship of the Parties where Franchisor is considering either a change or an expansion of the relationship between the Parties and/or their affiliates. Franchisor is unwilling to make the anticipated change or expansion in the relationship of the Parties unless Franchisor is certain that it is proceeding with a "clean slate" and that "Releasing Parties" (as defined below) possess no outstanding grievances or "Claims" (as defined below) against it as of the Effective Date. Releasing Parties, therefore, give this Release Agreement as consideration for receiving the agreement of Franchisor to the anticipated change or expansion of the relationship between the Parties, and acknowledge and agree that this Release Agreement is intended to wipe the slate clean as of the Effective Date.

NOW, THEREFORE, IT IS AGREED:

1. Definitions. As used in this Release Agreement, the following capitalized terms have the meanings ascribed to them. Other capitalized terms used but not defined in this Release Agreement shall have the meanings ascribed to such terms in the Franchise Agreement:

1.1 "Claims" means all actual and alleged or unalleged claims and/or any and all actions, suits, causes of action, rights of action, dues, sums of money, accounts, bonds, bills, charges, covenants, contracts, controversies, agreements (whether oral or written), promises, preferences, suits, demands, rights, damages, costs, Losses, fees, judgments, variances, executions, debts, obligations, attorneys' fees, responsibilities, warranties, violations, counterclaims, cross claims, third-party claims, rights to terminate and rescind and liabilities of any and every kind, character, nature and/or description whatsoever, whether matured or unmatured, accrued or unaccrued, known or unknown, suspected or unsuspected, contingent or non-contingent, liquidated or unliquidated, choate or inchoate, whether or not asserted, threatened, alleged or litigated, at law, equity or otherwise.

1.2 "Constituents" means past, present and future affiliates, subsidiaries, divisions, partners, members, trustees, receivers, executors, representatives, administrators, owners, shareholders, distributors, parents, predecessors, officers, directors, agents, managers, principals, employees, insurers, successors, assigns, representatives and attorneys and the past, present and future officers, directors, agents, managers, principals, members, employees, insurers, successors, assigns, representatives and attorneys of each of the foregoing.

1.3 "Excluded Matters" means Franchisor's continuing contractual obligations which arise or continue under and pursuant to the Franchise Agreement and this Release Agreement on and after the Effective Date. This Release Agreement is not intended to terminate or amend the Franchise Agreement.

1.4 "Franchisor Released Parties" means Franchisor, BloomNet, Inc., a Delaware corporation, 1-800-Flowers Retail, Inc., a Delaware corporation, 800-Flowers, Inc., a New York corporation, 1-800-Flowers.Com, Inc., a Delaware corporation, 1-800-Flowers.Com Franchise Co., Inc., a Delaware corporation, and Conroy's, Inc., a California corporation, and each of their Constituents.

1.5 "Losses" means all damages, debts, liabilities, accounts, suits, awards, judgments, payments, diminutions in value and other losses, costs and expenses, however suffered or characterized, all interest thereon, all costs and expenses of investigating any Claim, reference proceeding, lawsuit or arbitration and any appeal therefrom, all actual attorneys' fees incurred in connection therewith, whether or not such Claim, reference proceeding, lawsuit or arbitration is ultimately defeated and, all amounts paid incident to any compromise or settlement of any such Claim, reference proceeding, lawsuit or arbitration.

1.6 "Releasing Parties" means Franchisee, Owner and any additional parties undersigned below. Releasing Parties make and undertake all representations, warranties, acknowledgments, agreements, commitments, and obligations in this Release Agreement on behalf of themselves and each of their Constituents.

2. General Release Agreement. Releasing Parties, for themselves and their Constituents hereby absolutely and irrevocably waive, release and forever discharge Franchisor Released Parties and their Constituents from any and all Claims, whether asserted or unasserted, known or unknown, suspected or unsuspected, based upon anything that has occurred or existed, or failed to occur or exist, or otherwise, from the beginning of time to the Effective Date, except for the Excluded Matters. This waiver, release and discharge is effective immediately in its fullest and most comprehensive sense. Releasing Parties acknowledge and agree that they have no Claims or grievances against Franchisor Released Parties as of the Effective Date.

3. Waivers of Known and Unknown Claims. Releasing Parties for themselves and on behalf of their Constituents, acknowledge and agree that among the wide and comprehensive range of Claims being waived, released and discharged, they are waiving, releasing and discharging unknown and unsuspected Claims, which if known or suspected by them, may have materially affected their decision to enter into this Release Agreement. Releasing Parties understand that the facts upon which this Release Agreement is given may in the future turn out to be, or be discovered to be, other than or different from the facts known or believed to be true by Releasing Parties. Releasing Parties, therefore, expressly assume the risk of the facts turning out to be, or being discovered to be, different and agree that this Release Agreement shall be in all respects effective and not subject to termination or rescission because of any such difference in facts.

4. Representations and Warranties. Releasing Parties hereby represent and warrant to Franchisor that, in entering into this Release Agreement, they (i) are doing so freely and voluntarily upon the advice of counsel and business advisors of their own choosing (or declined to do so, free from coercion, duress or fraud); (ii) have read and fully understand the terms and scope of the Release Agreement that they are entering into; (iii) realize that it is final and conclusive, and intends to be final and conclusive, as to the matters set forth in this Release Agreement; and (iv) have not assigned, transferred, or conveyed to any third party all or any part of or partial or contingent interest in any of the Claims that are released by this Release Agreement

now or in the future, that they are aware of no third party who contends or claims otherwise, and that they shall not assign, transfer, or convey any such Claim in the future.

5. Covenants Not to Sue. Releasing Parties for themselves and their Constituents hereby irrevocably covenant that they will not directly or indirectly: (i) commence, initiate, or cause to be commenced or initiated, any proceeding, claim or demand of any kind against Franchisor Released Parties, based upon any Claims released under this Release Agreement; or (ii) assist or encourage any person or entity to investigate, inquire into, commence, initiate, or cause to be commenced or initiated any proceeding, claim, or demand of any kind against Franchisor Released Parties based upon any Claims released under this Release Agreement.

6. Indemnity. Without in any way limiting any of the rights and remedies otherwise available to any Franchisor Released Party, Releasing Parties shall defend, indemnify and hold harmless each Franchisor Released Party from and against all Claims, whether or not involving third-party Claims, arising directly or indirectly from or in connection with: (i) the assertion by or on behalf of Releasing Parties or their Constituents of any Claim or other matter waived, released, or discharged pursuant to this Release Agreement; (ii) the assertion by any third party of any Claim against any Franchisor Released Party, which Claim arises directly or indirectly from, or in connection with, any Claims or other matters waived, released, or discharged pursuant to this Release Agreement; and/or (iii) any breach of representations, warranties or covenants in this Release Agreement by Releasing Parties or their Constituents.

7. General Provisions.

7.1 Amendment. This Release Agreement cannot be modified, altered or otherwise amended except by an agreement in writing signed by all of the Parties.

7.2 Entire Agreement. This Release Agreement, together with the agreements referenced in this Release Agreement, constitute the entire understanding between and among the Parties with respect to the subject matter of this Release Agreement and supersedes any prior negotiations and agreements, oral or written, with respect to the subject matter of this Release Agreement.

7.3 Counterparts and Electronic Transmission; Electronic Signatures. This Release Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall be deemed to be one and the same instrument. Copies of this Release Agreement with signatures that have been transmitted by email or by facsimile shall constitute and be deemed original copies of this Release Agreement for all purposes, provided that the copies are fully executed, dated and identical in form to the original hard copy version of this Release Agreement. In addition, this Release Agreement may be signed electronically by the Parties and electronic signatures appearing on this Release Agreement shall be deemed to be the same as handwritten signatures for the purposes of the validity, enforceability and admissibility of this Release Agreement.

7.4 Heirs, Successors and Assigns. This Release Agreement shall be binding on and shall benefit the Parties and their respective heirs, successors and permitted assigns. The Releasing Parties may not assign this Agreement without the prior written approval of the Franchisor Released Parties. Each of the Franchisor Released Parties and each of the Constituents is intended to be a third party beneficiary of this Agreement, with the right to enforce this Agreement for his or her or its benefit, whether acting alone or in combination with any other Franchisor Released Party and/or Constituent, even though such Franchisor Released Party or Constituent is not a signatory to this Agreement.

7.5 Interpretation. The rule that an agreement is to be construed against the party drafting the agreement is hereby waived by the Parties, and shall have no applicability in construing this Release Agreement or any of its terms. The headings used in this Release Agreement are for purposes of convenience only and shall not be used in construing the provisions of this Release Agreement. As used in this Release Agreement, the male gender shall include the female and neuter genders, the singular shall include the plural and the plural, the singular.

7.6 Severability/Validity. Any provision of this Release Agreement that is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions of this Release Agreement or affecting the validity, enforceability or legality of such provision in any other jurisdiction.

7.7 Governing Law and Venue. This Release Agreement shall in all respects be interpreted, enforced and governed by the internal laws of the State of New York. Venue for purposes of any legal proceedings brought in connection with, or arising out of, this Release Agreement shall be conclusively presumed to be in the State of New York, County of Nassau or County of Suffolk. Releasing Parties hereby submit to the exclusive jurisdiction of the Supreme Court of the State of New York, County of Nassau, and of the United States District Court in and for the Eastern District of the State of New York. FRANCHISOR AND RELEASING PARTIES SPECIFICALLY WAIVE TRIAL BY JURY.

7.8 Authority of Franchisor. Franchisor represents and warrants that Franchisor has the power and authority to enter into this Release Agreement and to perform its obligations under this Release Agreement without the approval or consent of any other person or entity; and the individual who executes this Release Agreement on Franchisor's behalf is duly authorized to do so without the approval or consent of any other person or entity.

7.9 Authority of Releasing Parties. Releasing Parties represent and warrant that: (i) they have the power and authority to enter into this Release Agreement and to perform their obligations under this Release Agreement without the approval or consent of any other person or entity; and (ii) the individuals who execute this Release Agreement on behalf of the Releasing Parties are duly authorized to do so without the approval or consent of any other person or entity.

7.10 No Waiver. No delay, waiver, omission, or forbearance on the part of any Party to exercise any right, option, duty, or power arising out of any breach or default by any other Party of any of the terms, provisions, or covenants of this Release Agreement, and no custom or practice by the Parties at variance with the terms of this Release Agreement, shall constitute a waiver by any Party to enforce any such right, option, or power as against the other Parties, or as to a subsequent breach or default by the other Parties.

7.11 Attorneys' Fees. If any legal action is brought to enforce the terms of this Release Agreement, the prevailing Party shall be entitled to reasonable attorneys' fees and costs, and any and all costs of collection, in addition to any other relief to which that Party may be entitled.

7.12 Further Acts. The Parties agree to execute, acknowledge and deliver to any requesting Party, and to procure the execution, acknowledgment and delivery to any requesting Party, of any additional documents or instruments that the requesting Party may reasonably require to fully effectuate and carry out the provisions of this Release Agreement.

7.13 Incorporation of Recitals. The Recitals set forth in Paragraphs A through C of this Release Agreement are true and correct and are incorporated into this Release Agreement as part of this Release Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Release Agreement as of the Effective Date.

FRANCHISOR:

FLOWERAMA OF AMERICA, INC.,
An Iowa corporation

By: _____

Name: _____

Title: _____

RELEASING PARTIES:

FRANCHISEE:

_____
A _____

By: _____

Name: _____

Title: _____

OWNER:

_____

FLOWERAMA OF AMERICA, INC.
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT L
FRANCHISE COMPLIANCE CERTIFICATE

FLOWERAMA OF AMERICA, INC.

FRANCHISE COMPLIANCE CERTIFICATE

As you know, FLOWERAMA OF AMERICA, INC. ("Franchisor") and you ("you" or "Franchise Applicant") are preparing to enter into a Franchise Agreement for the establishment and operation of a "FLOWERAMA" franchised business. The purpose of this Certificate is to determine whether any statements or promises were made to you that the Franchisor has not authorized and that may be untrue, inaccurate, or misleading. Franchisor, through the use of this document, desires to ascertain (a) that the undersigned, individually and as a representative of any legal entity established to acquire the franchise rights, fully understands and comprehends that the purchase of a franchise is a business decision, complete with its associated risks, and (b) that you are not relying upon any oral statement, representations, promises or assurances during the negotiations for the purchase of the franchise that have not been authorized by Franchisor.

If you are intending to purchase an existing FLOWERAMA franchise from an existing Franchisee, you may have received information from the transferring Franchisee who are not employees or representatives of the Franchisor. The questions below do not apply to any communications that you had with the transferring Franchisee. Please review each of the following questions and statements carefully and provide honest and complete responses to each.

1. Are you seeking to enter into the Franchise Agreement along with a purchase or transfer of an existing FLOWERAMA franchise from an existing Franchisee?

Yes _____ No _____

2. I had my first face-to-face meeting with a Franchisor representative on _____.

3. Have you received and personally reviewed the Franchise Agreement and each Addendum and related agreement attached to it?

Yes _____No _____

4. Do you understand all of the information contained in the Franchise Agreement, each Addendum and related agreement provided to you?

Yes _____No _____

If No, what parts of the Franchise Agreement, Addendum, and/or related agreement do you not understand? (Attach additional pages, if necessary.)

_____
_____
_____

5. Have you received and personally reviewed Franchisor's Franchise Disclosure Document ("FDD")?

Yes _____No _____

6. Did you sign a receipt for the FDD indicating the date you received it?

Yes _____No _____

7. Do you understand all of the information contained in the FDD and any state-specific Addendum to the FDD?

Yes _____No _____

If No, what parts of the FDD and/or Addendum do you not understand? (Attach additional pages, if necessary.)

8. Have you discussed the benefits and risks of establishing and operating a FLOWERAMA franchised business with an attorney, accountant, or other professional advisor?

Yes _____No _____

If No, do you wish to have more time to do so?

Yes _____ No _____

9. Has any employee or other person speaking on our behalf made any statement or promise concerning the revenues, profits or operating costs of a FLOWERAMA franchised business that is contrary to the information contained in the FDD?

Yes _____No _____

10. Has any employee or other person speaking on our behalf made any statement or promise regarding the amount of money you may earn in operating a FLOWERAMA franchised business that is contrary to the information contained in the FDD?

Yes _____No _____

11. Has any employee or other person speaking on our behalf made any statement or promise concerning the total amount of revenue the FLOWERAMA franchised business will or may generate that is contrary to the information contained in the FDD?

Yes _____No _____

12. Has any employee or other person speaking on our behalf made any statement or promise regarding the costs you will or may incur in operating the FLOWERAMA franchised business that is contrary to the information contained in the FDD?

Yes _____No _____

13. Has any employee or other person speaking on our behalf made any statement or promise concerning the likelihood of success that you should or might expect to achieve from operating a FLOWERAMA franchised business?

Yes _____No _____

14. Has any employee or other person speaking on our behalf made any statement, promise, or agreement concerning the advertising, marketing, training, support, service, or assistance that we will furnish to you that is contrary to the information contained in the FDD?

Yes _____No _____

15. Have you entered into any binding agreement with us concerning the purchase of this franchise prior to today?

Yes _____No _____

16. Have you paid any money to us concerning the purchase of this franchise prior to today?

Yes _____No _____

17. Have you spoken to any other franchisee(s) of this system before deciding to purchase this franchise? If so, who?

_____
_____
_____

18. Do you understand that the Franchisor may modify the franchise program throughout the term of your agreements?

Yes _____No _____

19. If you have answered "Yes" to any one of questions 10-17, please provide a full explanation of each "yes" answer in the following blank lines. (Attach additional pages, if necessary, and refer to them below.)

_____
_____
_____

I (We) signed the Franchise Agreement and Addenda (if any) on _____, and acknowledge that no Agreement or Addendum is effective until signed and dated by the Franchisor.

Please understand that your responses to these questions are important to us and that we will rely on them.

By signing this Certificate, you are representing that you have responded truthfully to the above questions. In addition, by signing this Certificate, you also acknowledge that:

A. You recognize and understand that business risks, which exist along with the purchase of any business, make the success or failure of the franchise subject to many variables, including among other things, your skills and abilities, the hours worked by you, competition, interest rates, the economy, inflation, franchise location, operation costs, lease terms and costs and the marketplace. You acknowledge your awareness of and willingness to undertake these business risks.

B. You agree and state that the decision to enter into this business risk is in no manner predicated upon any oral representation, assurances, warranties, guarantees or promises made by Franchisor or any of its officers, employees or agents (including any broker) as to the likelihood of success of the franchise. Except as contained in the FDD, you acknowledge that you have not received any information from the Franchisor or any of its officers, employees or agents (including any broker) concerning actual, projected or forecasted franchise sales, profits or earnings. If you believe that you have received any information concerning actual, average, projected or forecasted franchise sales, profits or earnings other than those contained in the Disclosure Document, please describe those in the space provided below or write "None".

_____
_____
_____

C. You also acknowledge that the President of the United States of America has issued Executive Order 13224 (the "Executive Order") prohibiting transactions with terrorists and terrorist organizations and that the United States government has adopted, and in the future may adopt, other antiterrorism measures (the "Anti-Terrorism Measures"). The Franchisor therefore requires certain certifications that the parties with whom it deals are not directly involved in terrorism. For that reason, you certify that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you, is:

(i) a person or entity listed in the Annex to the Executive Order;

(ii) a person or entity otherwise determined by the Executive Order to have committed acts of terrorism or to pose a significant risk of committing acts of terrorism;

(iii) a person or entity who assists, sponsors, or supports terrorists or acts of terrorism; or

(iv) owned or controlled by terrorists or sponsors of terrorism.

You also covenant that neither you nor any of your employees, agents or representatives, nor any other person or entity associated with you will, during the term of the Franchise Agreement, become a person or entity described above or otherwise become a target of any Anti-Terrorism Measure.

Franchise Applicant understands that Franchisor is acting in reliance on the truthfulness and completeness of Franchise Applicant's responses to the questions above in entering into the Franchise Agreement with Franchise Applicant. FRANCHISE APPLICANT ACKNOWLEDGES AND AGREES THAT IN THE EVENT THAT ANY DISPUTE ARISES, THIS CERTIFICATE SHALL BE ADMISSIBLE AS EVIDENCE IN ANY LEGAL ACTION, AND FRANCHISE APPLICANT HEREBY WAIVES, TO THE FULLEST EXTENT PERMISSIBLE UNDER THE LAW, ANY OBJECTION TO SUCH ADMISSION OF THIS CERTIFICATE.

FRANCHISE APPLICANT:

(IF FRANCHISE APPLICANT IS AN INDIVIDUAL):

FRANCHISE APPLICANT:

(IF FRANCHISE APPLICANT IS A CORPORATION, LIMITED LIABILITY COMPANY, OR PARTNERSHIP):

By: _____
Name: _____
Title: _____

Date: _____

_____
[Print Name of Franchise Applicant entity]

By: _____
Name: _____
Title: _____

FLOWERAMA OF AMERICA, INC.
FRANCHISE DISCLOSURE DOCUMENT

EFFECTIVE DATES

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
Indiana	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
South Dakota	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.

FLOWERAMA OF AMERICA, INC.
FRANCHISE DISCLOSURE DOCUMENT

EXHIBIT M
RECEIPTS

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Flowerama of America, Inc. offers you a franchise, it must provide this disclosure document to you 14 days before you sign a binding agreement or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Michigan requires that we give you this disclosure document 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

New York requires you to receive 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.

If Flowerama of America, Inc. 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 agency listed on Exhibit C.

The franchisor is Flowerama of America, Inc., located at 5108 Nordic Drive, Cedar Falls, IA 50613; Telephone: 319-291-6004; E-mail: info@flowerama.com.

Issuance Date: October 15, 2022. See the State Effective Dates page for state related information.

The name, principal business address and telephone number of each Franchise Seller offering the Franchise: Vincent J. McVeigh, Brian McGee, Stephen Lenzovich, Nicole Schiau, Cheryl Steckel, Daisy Chin, , Rita Wood, Arthur Herrera, Elmerinda Phillips, and Steven Seniow, all at Two Jericho Plaza, Suite 200, Jericho, New York 11753, (516) 237-6000. We authorize the persons and/or entities listed on Exhibit C to receive service of process for us.

I have received a disclosure document dated October 15, 2022. This Disclosure Document includes the following Exhibits:

A-1 – Franchise Agreement	H-1 – Premier Order Fulfillment Agreement
A-2 – Co-Brand Addendum to Franchise Agreement – Start Up	H-2 – Fruit Bouquets Order Fulfillment Agreement
A-3 – Co-Brand Addendum to Franchise Agreement – Existing Flowerama Center	I-1 – BloomNet Membership Agreement
A-4 – Fruit Bouquets Addendum to Franchise Agreement	I-2 – BloomNet Technologies Systems Agreement
B – Financial Statements	I-3 – BloomNet Order Referral Program Rate Schedule
C – Agents for Service of Process & State Administrators	J – Confidentiality Agreement
D – List of Current Franchisees	K –General Release
E – List of Former Franchisees	L– Franchise Compliance Certificate
F –State Specific Addenda	EFFECTIVE DATES
G-1 – Promissory Note	M- Receipts
G-2 – Guarantee of Promissory Note	
G-3 – Security Agreement	

Date:_____
(Do not leave blank)

_____
Franchisee Signature

_____
Print Name

Date: _____
(Do not leave blank)

_____
Franchisee Signature

_____
Print Name

KEEP THIS COPY FOR YOUR RECORDS. This Disclosure Document may also be available in several formats including on paper or on a CD.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Flowerama of America, Inc. offers you a franchise, it must provide this disclosure document to you 14 days before you sign a binding agreement or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

Michigan requires that we give you this disclosure document 10 business days before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship.

New York requires you to receive 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.

If Flowerama of America, Inc. 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 agency listed on Exhibit C.

The franchisor is Flowerama of America, Inc., located at 5108 Nordic Drive, Cedar Falls, IA 50613; Telephone: 319-291-6004; E-mail: info@flowerama.com.

Issuance Date: October 15, 2022. See the State Effective Dates page for state related information.

The name, principal business address and telephone number of each Franchise Seller offering the Franchise: Vincent J. McVeigh, Brian McGee, Stephen Lenzovich, Nicole Schiau, Cheryl Steckel, Daisy Chin, Rita Wood, Arthur Herrera, Elmerinda Phillips, and Steven Seniow, all at Two Jericho Plaza, Suite 200, Jericho, New York 11753, (516) 237-6000. We authorize the persons and/or entities listed on Exhibit C to receive service of process for us.

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Date: _____
(Do not leave blank)

_____
Franchisee Signature

_____
Print Name

Date: _____
(Do not leave blank)

_____
Franchisee Signature

_____
Print Name

Please sign this copy of the Receipt, date your signature, and return it via email to csteckel@1800flowers.com, or by mail to Franchise Operations, Two Jericho Plaza, Suite 200, Jericho, New York 11753; Telephone: (516) 237-6000.