FRANCHISE DISCLOSURE DOCUMENT

ISSUANCE DATE: MARCH 23, 2023

JAMBA JUICE FRANCHISOR SPV LLC
A Delaware limited liability company
5620 Glenridge Drive NE, Atlanta, GA 30342
(404) 255-3250
requests@jamba.com
www.jamba.com

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You will operate a Jamba® branded store featuring a wide variety of fresh, blended-to-order smoothies and other cold or hot beverages and offering fresh squeezed juices and portable food items for snacks and meals (a "**Store**"). There are five types of Stores: a Traditional Store, a Non-Traditional Store, a Food Truck, a Robotic Kiosk, and an Auntie Anne's Co-Branded Store (each term is defined in Item 1).

The total investment necessary to begin operation of a Jamba franchise ranges from $367,150 to $934,450 for a Traditional Store. This includes $35,500 to $43,000 that must be paid to us or our affiliates. The total investment necessary to begin operation of a Jamba franchise ranges from $244,700 to $580,680 for a Non-Traditional Store. This includes $35,500 to $43,000 that must be paid to us or our affiliates. The total investment necessary to begin operation of a Jamba franchise ranges from $129,800 to $246,800 for a Food Truck. This includes $10,500 to $18,000 that must be paid to us or our affiliates. The total investment necessary to begin operation of a Jamba franchise ranges from $170,000 to $246,550 for a Robotic Kiosk. This includes $134,250 that must be paid to us or our affiliates. The total investment necessary to begin operation of an Auntie Anne's Co-Branded Store is $444,125 to $1,016,900. This includes $71,000 to $74,500 that must be paid to us or our affiliates.

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

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact our sales department at 5620 Glenridge Drive NE, Atlanta, Georgia 30342 and 1-800-227-8353 or requests@jamba.com.

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 ("**FTC**"). You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue NW, Washington, D.C. 20580. You can also visit the FTC's home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

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

The issuance date of this Franchise Disclosure Document is March 23, 2023.

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit D and Exhibit 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 A 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 Jamba 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 Jamba franchisee?	Item 20 or Exhibit D and Exhibit 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 F.

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 the franchisor by arbitration and/or litigation only in Georgia. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in Georgia than in your own state.

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

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

THE STATE OF MICHIGAN PROHIBITS CERTAIN UNFAIR PROVISIONS THAT ARE SOMETIMES IN FRANCHISE DOCUMENTS.

If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 335-7567

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EXHIBITS:

EXHIBIT A FINANCIAL STATEMENTS

EXHIBIT B JAMBA FRANCHISE AGREEMENT AND RELATED AGREEMENTS:

Schedule A - Franchise Specific Terms
Schedule B - Personal Covenants
Schedule C - Guaranty of Payment and Performance
Schedule D - State Law Addendum (If Required)
Schedule E - Multi-Unit Addendum

EXHIBIT C OTHER AGREEMENTS

Jamba Food Truck Schedule (to replace Schedule A of the Franchise Agreement)
Jamba Robotic Kiosk Schedule (to replace Schedule A of the Franchise Agreement)
Blendid Service Level Agreement (only applicable to Robotic Kiosks)
Co-Branded Store Schedule (to replace Schedule A of the Franchise Agreement)
Non-Disclosure and Confidentiality Agreement
General Release
POS System Support Services Agreement

EXHIBIT D INFORMATION ON FRANCHISEES

EXHIBIT E INFORMATION ON FORMER FRANCHISEES

EXHIBIT F STATE ADMINISTRATORS

EXHIBIT G AGENTS FOR SERVICE OF PROCESS

EXHIBIT H STATE ADDENDA TO DISCLOSURE DOCUMENT

EXHIBIT I FRANCHISEE DISCLOSURE ACKNOWLEDGEMENT

ITEM 1 THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

To simplify the language in this Disclosure Document, "**we"**, **"us"**, **"our"** or **"Jamba"** means Jamba Juice Franchisor SPV LLC, the franchisor. **"You"** or "**your**" means the person or entity who buys the franchise, including all equity owners of a corporation, general partnership, limited partnership, limited liability company, or any other type of entity (an **"Entity"**). The words "**includes**" and "**including**" mean "includes, but is not limited to" and "including, but not limited to," and the terms following such words are intended to be examples and not an exhaustive list. If you are an Entity, each individual with direct or indirect ownership interest shall be referred to as an **"Owner**.**"**

Our Business

We are a Delaware limited liability company organized on September 14, 2018. We do business under the name "Jamba Juice" or "Jamba." Our principal place of business is 5620 Glenridge Drive NE, Atlanta, Georgia 30342. Exhibit G discloses our agents for service of process. Although we reserve the right to do so, we have not offered franchises in other lines of business.

We offered franchises under the Jamba Juice® trademark from October 2018 to June 2019. In June 2019, we began offering franchises under the Jamba® trademark. We refer to stores operating under both the Jamba Juice® and Jamba® trademarks as "Stores." We intend for existing Stores to gradually convert to the Jamba® trademark, as the Jamba Juice® mark is being phased out. Unless we specify otherwise, the franchises that we offer through this Disclosure Document will not use the Jamba Juice® trademark in their operations.

As of December 31, 2022, there were 735 franchised Stores in the United States and 54 franchised Stores outside the United States. We do not own or operate any Stores. As of December 31, 2022, our affiliate, Jamba Juice LLC ("**JJ**"), operated three Stores in the United States.

JJ offered franchises under the Jamba Juice® and Jamba Juice Express™ marks from June 1991 to October 2018. Because the Jamba Juice Express™ locations are not substantially similar to the franchises offered to prospective franchises under this Disclosure Document, we do not refer to them as "Stores" in this Disclosure Document. We do not offer franchises under the Jamba Juice Express™ mark.

Predecessors, Parents and Certain Affiliates

We are an indirect, wholly-owned subsidiary of Focus Brands LLC, a Delaware limited liability company ("**Focus Brands**"). Focus Brands was originally incorporated in Delaware as Focus Brands Inc. before it converted to a Delaware limited liability company on December 29, 2019. Focus Brands shares our principal business address, has not conducted a business of the type that you will operate, and has not offered franchises in any line of business. Focus Brands is the indirect parent company of six other franchise systems (see below).

JJ, a California limited liability company that shares our principal business address, is an indirect subsidiary of Focus Brands. JJ was incorporated as a California corporation on June 20, 1991 under the name "Juice Club, Inc." JJ changed its name to Jamba Juice Company in June 1997. JJ was converted to a California limited liability company under the name Jamba Juice LLC on

December 27, 2019. JJ is our predecessor and offered Jamba Juice® franchises and Jamba Juice Express™ franchises from June 1991 to October 2018. JJ has not offered franchises in any other line of business. JJ became affiliated with Focus Brands in September 2018 as a result of an acquisition.

JJ is an indirect parent company of Jamba Juice Funding LLC ("**Jamba Juice Funding**"), a Delaware limited liability company. We are a direct, wholly-owned subsidiary of Jamba Juice Funding. Jamba Juice Funding shares our principal business address, has not conducted a business of the type that you will operate, and has not offered franchises in any line of business.

Affiliates That Provide Services to Franchisees

We have entered into a management agreement with Focus Brands for it to provide our franchisees with certain support and services that we are obligated to provide under their franchise agreements. Focus Brands also acts as our franchise sales agent. We have agreed to pay management fees to Focus Brands for these services. Focus Brands may delegate certain of these responsibilities to our other affiliates. However, as the franchisor, we will be responsible and accountable to you to make sure that all services we promise to perform under your Franchise Agreement or other agreement you sign with us are performed in compliance with the applicable agreement, regardless of who performs these services on our behalf.

FSC LLC ("**FSC**"), a Georgia limited liability company, is an indirect subsidiary of Focus Brands that manages the supply chain associated with us and the other franchise systems within the Focus Brands Portfolio (as defined below). In managing the supply chain, FSC handles the procurement, distribution, logistics and quality assurance aspects of the Focus Brands Portfolio supply chain and seeks to leverage the overall buying power of these franchise systems in order to provide value to each system. FSC shares our principal business address, has not conducted a business of the type that you will operate, and has not offered franchises in any line of business.

JJ administers our gift card program. JJ will receive an administration fee equal to 3% of the gross gift card sales made in affiliate-owned or franchised Stores each calendar year.

Focus Brands Rewards, Inc. ("**FBRI**"), a Florida corporation, is an indirect subsidiary of Focus Brands that may in the future administer our gift card program. If FBRI begins to administer our gift card program, FBRI will administer the program in the same manner as JJ. In addition, FBRI administers all other Focus Brands gift card programs, including the Mix It Up® gift card, which is redeemable at all units within the Focus Brands Portfolio (as defined below), including our affiliates' and our franchisees' Stores. FBRI shares our principal business address, has not conducted a business of the type that you will operate, and has not offered franchises in any line of business.

Focus Brands Systems LLC ("**Focus Systems**"), a Delaware limited liability company, is a subsidiary of Focus Brands that guarantees our performance of obligations under our franchise agreements. Focus Systems shares our principal business address, has not conducted a business of the type that you will operate, and has not offered franchises in any line of business.

Focus Brands

Focus Brands is the indirect parent company to seven franchisors, including: us, Auntie Anne's Franchisor SPV LLC ("**Auntie Anne's**"), Carvel Franchisor SPV LLC ("**Carvel**"), Cinnabon Franchisor SPV LLC ("**Cinnabon**"), Schlotzsky's Franchisor SPV LLC ("**Schlotzsky's**"), Moe's

Franchisor SPV LLC ("**Moe's**"), and McAlister's Franchisor SPV LLC ("**McAlister's**") (collectively, the "**Focus Brands Portfolio**"). Prior to April 2017, the franchisors of these franchise systems, excluding us, were Auntie Anne's LLC, Carvel Corporation (now known as Carvel LLC), Cinnabon LLC, Schlotzsky's Franchise LLC, Moe's Franchisor LLC, and McAlister's Corporation (now known as McAlister's LLC) (collectively, the "**Former Focus Franchisors**"). All seven franchisors in the Focus Brands Portfolio have a principal place of business at 5620 Glenridge Drive NE, Atlanta, GA 30342 and have not offered franchises in any other line of business.

Auntie Anne's franchises Auntie Anne's® shops that offer soft pretzels, lemonade, frozen drinks and related foods and beverages. In November 2010, the Auntie Anne's system became affiliated with Focus Brands through an acquisition. Auntie Anne's has offered franchises since April 2017, and its predecessor offered franchises from January 1991 to April 2017. As of December 31, 2022, there were 1,135 franchised shops, 11 affiliate-owned shops in the United States, and 775 franchised shops operating outside the United States.

Carvel franchises Carvel® ice cream shoppes and is a leading retailer of branded ice cream cakes and producer of premium soft-serve ice cream. The Carvel system became an affiliated program in October 2001. Carvel has offered franchises since April 2017, and its predecessors offered franchises from 1947 to April 2017. As of December 31, 2022, there were 326 domestic retail shoppes (including one shoppe co-branded in a Schlotzsky's restaurant operated by our affiliate), 30 international retail shoppes, and two foodservice locations operated by independent third parties that offer Carvel® ice cream and frozen desserts including cakes and ice cream novelties.

Cinnabon franchises Cinnabon® bakeries that feature oven-hot cinnamon rolls, as well as other baked treats and specialty beverages. It also licenses third parties to operate Seattle's Best Coffee® franchises on military bases in the United States and in certain international countries. In November 2004, the Cinnabon system became affiliated with Focus Brands through an acquisition. Cinnabon has offered Cinnabon® franchises since April 2017, and its predecessor offered franchises from 1990 to April 2017. As of December 31, 2022, there were 950 franchised Cinnabon® bakeries in the United States, 918 franchised Cinnabon® bakeries outside the United States, and 178 franchised Seattle's Best Coffee® units outside the United States.

McAlister's franchises McAlister's Deli® restaurants that feature deli foods, including hot and cold deli sandwiches, baked potatoes, salads, soups, desserts, iced tea and other food and beverage products. McAlister's system became an Affiliated Program (as defined below) through an acquisition in July 2005, and the McAlister's system became affiliated with Focus Brands in October 2013. McAlister's has offered franchises since April 2017, and its predecessor offered franchises from 1999 to April 2017. As of December 31, 2022, there were 492 franchised McAlister's® restaurants and 32 affiliate-owned restaurants in the United States.

Moe's franchises Moe's Southwest Grill® fast casual restaurants that feature fresh-mex and southwestern food. In August 2007, the Moe's system became affiliated with Focus Brands through an acquisition. Moe's has offered franchises since April 2017, and its predecessors offered franchises from 2001 to April 2017. As of December 31, 2022, there were 636 franchised Moe's Southwest Grill® restaurants in the United States, one franchised restaurant outside the United States, and one affiliate-owned restaurant in the United States.

Schlotzsky's franchises Schlotzsky's® quick-casual restaurants that feature sandwiches, pizza, soups, and salads. Schlotzsky's signature items are its "fresh-from-scratch" sandwich buns and pizza crusts that are baked on-site every day. In November 2006, the Schlotzsky's system became affiliated with Focus Brands through an acquisition. Schlotzsky's has offered franchises

since April 2017, and its predecessors offered franchises from 1976 to April 2017. As of December 31, 2022, there were 299 franchised Schlotzsky's® restaurants and 27 affiliate-owned restaurants in the United States.

Other Affiliates with Franchise Programs

Through control with private equity funds managed by Roark Capital Management, LLC, an Atlanta-based private equity firm, we are affiliated with the following franchise programs (**"Affiliated Programs"**). None of these affiliates operate a Jamba franchise.

Inspire Brands ("**Inspire Brands**") is a global multi-brand restaurant company, launched in February 2018 upon completion of the merger of the Arby's and Buffalo Wild Wings brands. Inspire Brands is a parent company to seven franchisors offering and selling franchises in the United States, including: Arby's Franchisor, LLC ("**Arby's**"), Baskin-Robbins Franchising LLC ("**Baskin-Robbins**"), Buffalo Wild Wings International, Inc. ("**Buffalo Wild Wings**"), Dunkin' Donuts Franchising LLC ("**Dunkin'**"), Jimmy John's Franchisor SPV, LLC ("**Jimmy John's**"), Rusty Taco, Inc. ("**Rusty Taco**"), and Sonic Franchising LLC ("**Sonic**"). Inspire Brands is also a parent company to the following franchisors offering and selling franchises internationally: Inspire International, Inc. ("**Inspire International**"), DB Canadian Franchising ULC ("**DB Canada**"), DDBR International LLC ("**DB China**"), DD Brasil Franchising Ltda. ("**DB Brasil**"), DB Mexican Franchising LLC ("**DB Mexico**"), and BR UK Franchising LLC ("**BR UK**"). All of Inspire Brands' franchisors have a principal place of business at Three Glenlake Parkway NE, Atlanta, Georgia 30328 and, other than as described below for Arby's, have not offered franchises in any other line of business.

Arby's is a franchisor of quick-serve restaurants operating under the Arby's® trade name and business system that feature slow-roasted, freshly sliced roasted beef and other deli-style sandwiches. In July 2011, Arby's became an Affiliated Program through an acquisition. Arby's has been franchising since 1965. As of January 1, 2023, there were approximately 3,415 Arby's restaurants operating in the United States (2,305 franchised and 1,110 company-owned), and 174 franchised Arby's restaurants operating internationally. Predecessors and former affiliates of Arby's have, in the past, offered franchises for other restaurant concepts including T.J. Cinnamons® stores that served gourmet baked goods. All of the T.J. Cinnamons locations have closed.

Buffalo Wild Wings is a franchisor of sports entertainment-oriented casual sports bars that feature chicken wings, sandwiches, and other products, alcoholic and other beverages, and related services under Buffalo Wild Wings® name ("**Buffalo Wild Wings Sports Bars**") and restaurants that feature chicken wings and other food and beverage products primarily for off-premises consumption under the Buffalo Wild Wings GO name ("**BWW-GO Restaurants**"). Buffalo Wild Wings has offered franchises for Buffalo Wild Wings Sports Bars since April 1991 and for BWW-GO Restaurants since December 2020. As of January 1, 2023, there were 1,189 Buffalo Wild Wings Sports Bars operating in the United States (530 franchised and 659 company-owned) and 75 Buffalo Wild Wings or B-Dubs restaurants operating outside the United States (63 franchised and 12 company-owned). As of January 1, 2023, there were 41 BWW-GO Restaurants operating in the United States (4 franchised and 37 company-owned).

Sonic is the franchisor of Sonic Drive-In® restaurants, which serve hot dogs, hamburgers and other sandwiches, tater tots and other sides, a full breakfast menu and frozen treats and other drinks. Sonic became an Affiliated Program through an acquisition in December 2018. Sonic

has offered franchises for Sonic restaurants since May 2011. As of January 1, 2023, there were 3,546 Sonic Drive-Ins (3,221 franchised and 325 company-owned) in operation.

Jimmy John's is a franchisor of restaurants operating under the Jimmy John's® trade name and business system that feature high-quality deli sandwiches, fresh baked breads, and other food and beverage products. Jimmy John's became an Affiliated Program through an acquisition in October 2016 and became part of Inspire Brands by merger in 2019. Jimmy John's and its predecessor have been franchising since 1993 and, as of January 1, 2023, had 2,637 restaurants operating in the United States (2,597 franchised and 40 affiliate-owned).

Dunkin' is a franchisor of Dunkin'® restaurants that offer doughnuts, coffee, espresso, breakfast sandwiches, bagels, muffins, compatible bakery products, croissants, snacks, sandwiches and beverages. Dunkin' became an Affiliated Program through an acquisition in December 2020. Dunkin' has offered franchises in the United States and certain international markets for Dunkin' restaurants since March 2006. As of January 1, 2023, there were 8,087 single-branded franchised Dunkin' restaurants operating in the United States and an additional 3,872 operating in 37 countries.

Baskin-Robbins franchises Baskin-Robbins® restaurants that offer ice cream, ice cream cakes and related frozen products, beverages and other products and services. Baskin-Robbins became an Affiliated Program through an acquisition in December 2020. Baskin-Robbins has offered franchises in the United States and certain international markets for Baskin-Robbins restaurants since March 2006. As of January 1, 2023, there were 1,001 single-branded franchised Baskin-Robbins restaurants in the United States and an additional 5,349 operating internationally in 37 countries and Puerto Rico. As of January 1, 2023, there were 1,252 Dunkin' and Baskin-Robbins combo restaurants in the United States.

Inspire International has, directly or through its predecessors, offered and sold franchises for the following brands: Arby's restaurants (since May 2016), Buffalo Wild Wings sports bars (since October 2019), Jimmy John's restaurants (since November 2022), and Sonic restaurants outside the United States (since November 2019). **DB Canada** was formed in May 2006 and has, directly or through its predecessors, offered and sold Baskin-Robbins franchises in Canada since January 1972. **DB China** has offered and sold Baskin-Robbins franchises in China since its formation in March 2006. **DB Brasil** has offered and sold Dunkin' and Baskin-Robbins franchises in Brazil since its formation in May 2014. **DB Mexico** has offered and sold Dunkin' franchises in Mexico since its formation in October 2006. **BR UK** has offered and sold Baskin-Robbins franchises in the UK since its formation in December 2014. The restaurants franchised by the international franchisors are included in the brand-specific disclosures above.

Primrose School Franchising SPE, LLC (**"Primrose"**) is a franchisor that offers franchises for the establishment, development and operation of educational childcare facilities serving families with children from 6 weeks to 12 years old operating under the Primrose® name. Primrose's principal place of business is 3200 Windy Hill Road SE, Suite 1200E, Atlanta GA 30339. Primrose became an Affiliated Program through an acquisition in June 2008. Primrose and its affiliates have been franchising since 1988 and as of December 31, 2022, had 483 franchised facilities. Primrose has not offered franchises in any other line of business.

ME SPE Franchising, LLC (**"Massage Envy"**) is a franchisor of businesses that offers professional therapeutic massage services, facial services and related goods and services under the name "Massage Envy®" since 2019. Massage Envy's principal place of business is 14350

North 87th Street, Suite 200, Scottsdale, Arizona 85260. Massage Envy's predecessor began operation in 2003, commenced franchising in 2010, and became an Affiliated Program through an acquisition in 2012. As of December 31, 2022, there were 1,083 Massage Envy locations operating in the United States, including 1073 operated as total body care Massage Envy businesses and 10 operated as traditional Massage Envy businesses. Additionally, Massage Envy's predecessor previously sold franchises for regional developers, who acquired a license for a defined region in which they were required to open and operate a designated number of Massage Envy locations either by themselves or through franchisees that they would solicit. As of December 31, 2022, there were 10 regional developers operating 12 regions in the United States. Massage Envy has not offered franchises in any other line of business.

CKE Inc. (**"CKE"**), through two indirect wholly-owned subsidiaries (Carl's Jr. Restaurants LLC and Hardee's Restaurants LLC), owns, operates and franchises quick serve restaurants operating under the Carl's Jr.® and Hardee's ® trade names and business systems. Carl's Jr. restaurants and Hardee's restaurants offer a limited menu of breakfast, lunch and dinner products featuring charbroiled 100% Black Angus Thickburger® sandwiches, Hand-Breaded Chicken Tenders, Made from Scratch Biscuits and other related quick serve menu items. A small number of Hardee's Restaurants offer Green Burrito® Mexican food products through a Dual Concept Restaurant. A small number of Carl's Jr. Restaurants offer Red Burrito® Mexican food products through a Dual Concept Restaurant. CKE Inc.'s principal place of business is 6700 Tower Circle, Suite 1000, Franklin, Tennessee. In December 2013, CKE Inc. became an Affiliated Program through an acquisition. Hardee's restaurants have been franchised since 1961. As of January 30, 2023, there were 195 company-operated Hardee's restaurants, including 4 Hardee's/Red Burrito Dual Concept restaurants, and there were 1,512 domestic franchised Hardee's restaurants, including 146 Hardee's/Red Burrito Dual Concept restaurants. Additionally, there were 429 franchised Hardee's restaurants operating outside the United States. Carl's Jr. restaurants have been franchised since 1984. As of January 30, 2023, there were 48 company-operated Carl's Jr. restaurants, and there were 1,020 domestic franchised Carl's Jr. restaurants, including 266 Carl's Jr./Green Burrito Dual Concept restaurants. In addition, there were 620 franchised Carl's Jr. restaurants operating outside the United States. Neither CKE nor its subsidiaries that operate the above-described franchise systems have offered franchises in any other line of business.

Driven Holdings, LLC ("**Driven Holdings**") is the indirect parent company to 10 franchisors, including Meineke Franchisor SPV LLC ("**Meineke**"), Maaco Franchisor SPV LLC ("**Maaco**"), Drive N Style Franchisor SPV LLC ("**DNS**"), Merlin Franchisor SPV LLC ("**Merlin**"), Econo Lube Franchisor SPV LLC ("**Econo Lube**"), 1-800-Radiator Franchisor SPV LLC ("**1-800-Radiator**"), CARSTAR Franchisor SPV LLC ("**CARSTAR**"), Take 5 Franchisor SPV LLC ("**Take 5**"), ABRA Franchisor SPV LLC ("**ABRA**") and FUSA Franchisor SPV LLC ("**FUSA**"). In April 2015, Driven Holdings and its franchised brands at the time (Meineke, Maaco, DNS, Merlin and Econo Lube) became Affiliated Programs through an acquisition. Subsequently, through acquisitions in June 2015, October 2015, March 2016, September 2019, and April 2020, respectively, the 1-800-Radiator, CARSTAR, Take 5, ABRA and FUSA brands became Affiliated Programs. The principal business address of Meineke, Maaco, DNS, Econo Lube, Merlin, CARSTAR, Take 5, ABRA and FUSA is 440 South Church Street, Suite 700, Charlotte, North Carolina 28202. 1-800-Radiator's principal business address is 4401 Park Road, Benicia, California 94510. All 10 franchisors have not offered franchises in any other line of business.

Meineke franchises automotive centers which offer to the general public automotive repair and maintenance services that it authorizes periodically. These services currently include repair and replacement of exhaust system components, brake system components, steering and suspension components (including alignment), belts (V and serpentine), cooling system

service, CV joints and boots, wiper blades, universal joints, lift supports, motor and transmission mounts, trailer hitches, air conditioning, state inspections, tire sales, tune ups and related services, transmission fluid changes and batteries. Meineke and its predecessors have offered Meineke center franchises since September 1972, and Meineke's affiliate has owned and operated Meineke centers on and off since March 1991. As of December 31, 2022, there were 703 Meineke centers, 22 Meineke centers co-branded with Econo Lube, and no company-owned Meineke centers or company-owned Meineke centers co-branded with Econo Lube operating in the United States.

Maaco and its predecessors have offered Maaco center franchises since February 1972 providing automotive collision and paint refinishing. As of December 31, 2022, there were 397 franchised Maaco centers and no company-owned Maaco centers in the United States.

DNS is the franchisor of 3 franchise systems: Drive N Style® franchises, AutoQual® franchises and Aero Colours® franchises. DNS and its predecessors have offered Drive N Style franchises since October 2006. A Drive N Style business offers both interior and exterior reconditioning and maintenance services, exterior paint repair and refinishing services and interior and exterior protection services for consumer vehicles. As of December 31, 2022, there were 30 Drive N Style franchises and no company-owned Drive N Style businesses in the United States. DNS and its predecessors have offered AutoQual franchises since February 2008. AutoQual businesses offer various services relating to the interior of automotive vehicles, including, among other things, cleaning, deodorizing, dyeing, and masking of carpets, seats, and trim. As of December 31, 2022, there were 5 AutoQual franchises and no company-owned AutoQual businesses in the United States. DNS and its predecessors have offered Aero Colours franchises since 1998. Aero Colours businesses offer various services related to the exterior of automotive vehicles, including paint touch-up, repair and refinishing that is performed primarily on cars at automobile dealerships or at the customer's home or place of business. As of December 31, 2022, there was 1 Aero Colours franchise and no company-owned Aero Colours businesses in the United States.

Merlin franchises shops which provide automotive repair services specializing in vehicle longevity, including the repair and replacement of automotive exhaust, brake parts, ride and steering control system and tires. Merlin and its predecessors offered franchises from July 1990 to February 2006 under the name "Merlin Muffler and Brake Shops," and have offered franchises under the name "Merlin Shops" since February 2006. As of December 31, 2022, there were 24 Merlin franchises and no company-owned Merlin shops located in the United States.

Econo Lube offers franchises that provide oil change services and other automotive services including brakes, but not including exhaust systems. Econo Lube's predecessor began offering franchises in 1980 under the name "Muffler Crafters" and began offering franchises under the name "Econo Lube N' Tune" in 1985. As of December 31, 2022, there were 10 Econo Lube N' Tune franchises and 12 Econo Lube N' Tune franchises co-branded with Meineke centers in the United States, which are predominately in the western part of the United States, including California, Arizona, and Texas, and no company-owned Econo Lube N' Tune locations in the United States.

1-800-Radiator franchises distribution warehouses selling radiators, condensers, air conditioning compressors, fan assemblies and other automotive parts to automotive shops, chain accounts and retail consumers. 1-800-Radiator and its predecessor have offered 1-800-Radiator franchises since 2004. As of December 31, 2022, there were 196 1-800-

Radiator franchises in operation in the United States. 1-800-Radiator's affiliate has owned and operated 1-800-Radiator warehouses since 2001 and, as of December 31, 2022, owned and operated 1 1-800-Radiator warehouse in the United States.

CARSTAR offers franchises for full-service automobile collision repair facilities providing repair and repainting services for automobiles and trucks that suffered damage in collisions. CARSTAR's business model focuses on insurance-related collision repair work arising out of relationships it has established with insurance company providers. CARSTAR and its affiliates first offered conversion franchises to existing automobile collision repair facilities in August 1989 and began offering franchises for new automobile repair facilities in October 1995. As of December 31, 2022, there were 445 franchised CARSTAR facilities and no company-owned facilities operating in the United States.

Take 5 franchises motor vehicle centers that offer quick service, customer-oriented oil changes, lubrication and related motor vehicle services and products. Take 5 commenced offering franchises in March 2017, although the Take 5 concept started in 1984 in Metairie, Louisiana. As of December 31, 2022, there were 228 franchised Take 5 outlets operating in the United States. An affiliate of Take 5 currently operates approximately 575 Take 5 outlets and outlets that operate under other brands, many of which may be converted to the Take 5 brand and operating platform in the future.

ABRA franchises repair and refinishing centers that offer high quality auto body repair and refinishing and auto glass repair and replacement services at competitive prices. ABRA and its predecessor have offered ABRA franchises since 1987. As of December 31, 2022, there were 58 franchised ABRA repair centers and no company-owned repair centers operating in the United States.

FUSA franchises collision repair shops specializing in auto body repair work and after-collision services. FUSA has offered Fix Auto shop franchises since July 2020, although its predecessors have offered franchise and license arrangements for Fix Auto shops on and off from April 1998 to June 2020. As of December 31, 2022, there were 180 franchised Fix Auto repair shops operating in the United States, 9 of which are operated by FUSA's affiliate pursuant to a franchise agreement with FUSA.

Driven Holdings is also the indirect parent company to the following franchisors that offer franchises in Canada: (1) **Meineke Canada SPV LP** and its predecessors have offered Meineke center franchises in Canada since August 2004; (2) **Maaco Canada SPV LP** and its predecessors have offered Maaco center franchises in Canada since 1983; (3) **1-800-Radiator Canada, Co.** has offered 1-800-Radiator warehouse franchises in Canada since April 2007; (4) **Carstar Canada SPV LP** and its predecessors have offered CARSTAR franchises in Canada since September 2000; (5) **Take 5 Canada SPV LP** and its predecessor have offered Take 5 franchises in Canada since November 2019; (6) **Driven Brands Canada Funding Corporation** and its predecessors have offered UniglassPlus and Uniglass Express franchises in Canada since 1985 and 2015, respectively, Vitro Plus and Vitro Express franchises in Canada since 2002, and Docteur du Pare Brise franchises in Canada since 1998; (7) **Go Glass Franchisor SPV LP** and its predecessors have offered Go! Glass & Accessories franchises since 2006 and Go! Glass franchises since 2017 in Canada; and (8) **Star Auto Glass Franchisor SPV LP** and its predecessors have offered Star Auto Glass franchises in Canada since approximately 2012. These franchisors have not offered franchises in any other line of business.

As of December 31, 2022, there were: (i) 25 franchised Meineke centers and no company-owned Meineke centers in Canada; (ii) 21 franchised Maaco centers and no company-owned Maaco centers in Canada; (iii) 8 1-800-Radiator franchises and no company-owned 1-800-Radiator locations in Canada; (iv) 319 franchised CARSTAR facilities and no company-owned CARSTAR facilities in Canada; (v) 30 franchised Take 5 outlets and 7 company-owned Take 5 outlets in Canada; (vi) 38 franchised UniglassPlus businesses, 31 franchised UniglassPlus/Ziebart businesses, and no franchised Uniglass Express businesses in Canada, and 4 company-owned UniglassPlus businesses and 1 company-owned UniglassPlus/Ziebart business in Canada; (vii) 7 franchised VitroPlus businesses, 62 franchised VitroPlus/Ziebart businesses, and 4 franchised Vitro Express businesses in Canada, and 4 company-owned VitroPlus businesses and no company-owned VitroPlus/Ziebart businesses in Canada; (viii) 33 franchised Docteur du Pare Brise businesses and no company-owned Docteur du Pare Brise businesses in Canada; (ix) 10 franchised Go! Glass & Accessories businesses and 1 franchised Go! Glass business in Canada, and 8 company-owned Go! Glass & Accessories businesses and no company-owned Go! Glass businesses in Canada; and (x) 8 franchised Star Auto Glass businesses and no company-owned Star Auto Glass businesses in Canada.

ServiceMaster Systems LLC is the direct parent company to five franchisors operating in the United States: Merry Maids SPE LLC ("**Merry Maids**"), ServiceMaster Clean/Restore SPE LLC ("**ServiceMaster**") and Two Men and a Truck SPE LLC ("**Two Men and a Truck**"). AmeriSpec, Furniture Medic, Merry Maids, and ServiceMaster became Affiliated Programs through an acquisition in December 2020. Two Men and a Truck became an Affiliated Program through an acquisition on August 3, 2021.The three franchisors have a principal place of business at One Glenlake Parkway, Suite 1400, Atlanta, Georgia 30328 and have never offered franchises in any other line of business.

Merry Maids franchises residential house cleaning businesses under the Merry Maids® mark. Merry Maids' predecessor began business and started offering franchises in 1980. As of December 31, 2022, Merry Maids had 967 franchises in the United States.

ServiceMaster franchises (i) businesses that provide disaster restoration and heavy-duty cleaning services to residential and commercial customers under the ServiceMaster Restore® mark and (ii) businesses that provide contracted janitorial services and other cleaning and maintenance services under the ServiceMaster Clean® mark. ServiceMaster's predecessor began offering franchises in 1952. As of December 31, 2022, ServiceMaster had operating in the United States 671 ServiceMaster Clean franchises and 2,157 ServiceMaster Restore franchises operating in the United States.

Two Men and a Truck franchises (i) businesses that provide moving services and related products and services, including packing, unpacking and the sale of boxes and packing materials under the Two Men and a Truck® mark and (ii) businesses that provide junk removal services under the Two Men and a Junk Truck™ mark. Two Men and a Truck's predecessor began offering moving franchises in February 1989. Two Men and a Truck began offering Two Men and a Junk Truck franchises in 2023. As of December 31, 2022, there were 293 Two Men and a Truck franchises and three company-owned locations operating in the United States. As of December 31, 2022, there were not any Two Men and a Junk Truck franchises or company-owned locations in operation.

Affiliates of ServiceMaster Systems LLC also offer franchises for operation outside the United States. Specifically, **ServiceMaster of Canada Limited** offers franchises in Canada,

ServiceMaster Limited offers franchises in Great Britain and **Two Men and a Truck** offers franchises in Canada, Ireland and the United States.

NBC Franchisor LLC ("**NBC**") franchises gourmet bakeries which offer and sell specialty bundt cakes, other food items and retail merchandise under the Nothing Bundt Cakes® mark. NBC's predecessor began offering franchises in May 2006. NBC became an Affiliated Program through an acquisition in May 2021. NBC has a principal place of business at 4560 Belt Line Road, Suite 350, Addison, Texas 75001. As of December 31, 2022, there were 409 Northing Bundt Cake franchises and 16 company-owned locations operating in the United States. NBC has never offered franchises in any other line of business.

Mathnasium Center Licensing, LLC (**"Mathnasium"**) franchises learning centers that provide math instruction using the Mathnasium® system of learning. Mathnasium began offering franchises in late 2003. Mathnasium became an Affiliated Program through an acquisition in November 2021. Mathnasium has a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056. As of December 31, 2021, there were 948 Mathnasium franchises in the United States and its parent company operated three Mathnasium centers in the United States. Mathnasium has never offered franchises in any other line of business. Affiliates of Mathnasium Center Licensing, LLC also offer franchises for operation outside the United States.

Mathnasium Center Licensing Canada, Inc. has offered franchises for Mathnasium centers in Canada since May 2014. As of December 31, 2022, there were 87 franchised Mathnasium centers in Canada. **Mathnasium International Franchising, LLC** has offered franchises outside the United States and Canada since May 2015. As of December 31, 2021, there were 65 franchised Mathnasium centers outside the United States and Canada. Mathnasium Center Licensing, LLC, Mathnasium Center Licensing Canada, Inc. and Mathnasium International Franchising, LLC have a principal place of business at 5120 West Goldleaf Circle, Suite 400, Los Angeles, California 90056 and none of them has ever offered franchises in any other line of business.

i9 Sports, LLC (**"i9"**) franchises businesses that operate, market, sell and provide amateur sports leagues, camps, tournaments, clinics, training, development, social activities, special events, products and related services under the i9 Sports® mark. i9 began offering franchises in November 2003. i9 became an Affiliated Program through an acquisition in September 2021. i9 has a principal place of business at 9410 Camden Field Parkway, Riverview, Florida 33578. As of December 31, 2022, there were 218 i9 Sports franchises and one company-owned location. i9 has never offered franchises in any other line of business.

SafeSplash Brands, LLC (also known as "**Streamline Brands**") offers franchises under the SafeSplash Swim School® brand and operates under the SwimLabs® and Swimtastic® brands, all of which provide "learn to swim" programs for children and adults, birthday parties, summer camps, other swimming-related activities. Streamline Brands has offered swim school franchises under the SafeSplash Swim School brand since August 2014. Streamline Brands offered franchises under the Swimtastic brand since August 2015 through March 2023 and under the SwimLabs brand from February 2017 through March 2023. Streamline Brands became an Affiliated Program through an acquisition in June 2022 and has a principal place of business at 12240 Lioness Way, Parker, Colorado 80134. As of December 31, 2022, there were 110 franchised and company-owned SafeSplash Swim School outlets (included 12 outlets that are dual-branded with SwimLabs), 11 franchised and licensed SwimLabs swim schools, 11 franchised Swimtastic swim schools and one dual-branded Swimtastic and SwimLabs swim school operating

in the United States. Streamline Brands has never offered franchises in any other line of business.

None of the affiliated franchisors are obligated to provide products or services to you; however, you may purchase products or services from these franchisors if you choose to do so.

Except as described above, we have no other parents, predecessors or affiliates that must be included in this Item.

Franchise Offering and Agreements

We offer franchises to operate a Jamba® Store. Jamba® Stores feature a wide variety of fresh blended-to-order smoothies and other cold or hot beverages, and offer fresh squeezed juices, and portable food items to customers who come for snacks and light meals, including breakfast, lunch, dinner, and dessert. As a complement to our smoothies and other specialty beverages, many Stores offer an expanded menu of food and beverage items, including: fruit bowls, hot oatmeal made with steel cut oats, breakfast wraps, sandwiches, flatbreads, and a variety of baked goods and snacks. We have continued to expand the reach and scope of Jamba® product offerings, including our fresh juice products. We may require you to offer additional new food and beverage items in the future.

This Disclosure Document describes franchises for the following Store formats (all of which are collectively referred to as Stores):

- A "**Traditional Store**" is a Store located in urban in-line locations, free-standing buildings, and other locations that exist primarily as a Jamba® Store. If you will operate a Traditional Store, you will sign the Jamba Juice Franchise Agreement attached as Exhibit B to this Disclosure Document (the "**Franchise Agreement**").

- A "**Non-Traditional Store**" is a Store located in a Non-traditional Location. "**Non-Traditional Locations**" include limited access and captive audience facilities, concession departments, and other types of institutional account locations, which may include: (i) airports, train stations, toll road plazas, highway rest areas, ferry terminals, bus stations, and other public transportation facilities, (ii) stadiums, arenas, sports venues, theme parks or centers, casinos, convention centers, zoos, parks, aquariums, museums, art centers, concert venues, theaters, drive-in theaters, movie theaters, amphitheaters, casinos, and other entertainment or tourist facilities, (iii) travel centers, gasoline service stations, and convenience stores, (iv) health clubs, (v) big box retail stores (such as mass merchandisers), (vi) retail stores that offers to the general public a broad line of grocery products, including meat, dairy, produce and other fresh and pre-packaged food products, household goods and related items, (vii) food courts, (viii) hospitals and other health care facilities, (ix) university and college campuses, (x) schools and education facilities, (xi) military bases, (xii) retail centers (enclosed or open), including outlet malls, with aggregate gross leasable area in excess of 350,000 square feet, and (xiii) office buildings, business complexes, condominiums, dormitories, other high-density locations, and other similar atypical locations. If you operate a Non-Traditional Store, you will sign our standard Franchise Agreement.

- A "**Food Truck**" is a Store located in a mobile food truck in which you will produce and sell a limited range of Jamba products. We only offer Food Trucks to existing franchisees that meet our qualifications. If you operate a Food Truck, you will sign a Franchise

Agreement along with the Jamba Food Truck Schedule attached as Exhibit C to this Disclosure Document (the "**Food Truck Schedule**").

- A "**Robotic Kiosk**" is a Store operated using an autonomous, self-contained robotic food kiosk system known as "Blendid" (the "**Blendid Kiosk**"), which shall make and sell a limited selection of Approved Products designated by us and will be installed in a Non-traditional Location. Robotic Kiosks operate under the Jamba® by Blendid® mark. Currently, the Blendid Kiosk will be manufactured, installed, and serviced by, a third-party supplier, 6d Bytes Inc. ("**Blendid**"). We have entered into an agreement with Blendid in which Blendid has agreed to supply us or our affiliates with Blendid Kiosks to resell to our franchisees.

  If you operate a Robotic Kiosk, you will sign a Franchise Agreement along with the Jamba Robotic Kiosk Schedule attached as Exhibit C to this Disclosure Document (the "**Robotic Kiosk Schedule**"). In addition, you will be required to enter into a Service Level Agreement directly with Blendid (the "**Blendid Agreement**"), in which Blendid will agree to provide you with ongoing maintenance services, repair services, software-related services, and remote monitoring services that are necessary to continue to operate the Blendid Kiosk (the "**Blendid Services**") in exchange for an ongoing monthly service fee. A copy of the current Blendid Agreement is attached as Exhibit C. While Focus Brands has made a minority investment in Blendid, we and Focus Brands do not have the right to control or manage Blendid, are not controlled by or under common control with Blendid, and are not liable or responsible for any losses, damages, or warranty claims related to Blendid, the Blendid Kiosk, or the Blendid Services.

- An "**Auntie Anne's Co-Branded Store**" or a "**Co-Branded Store**" is a Traditional Store where you produce and sell a range of Jamba® products in conjunction with those products authorized to be sold under the Auntie Anne's® franchise system. In order to operate an Auntie Anne's Co-Branded Store, you must (i) purchase a Jamba® franchise from us, sign a Franchise Agreement with us, and sign the Co-Branded Store Schedule, which is attached as Exhibit C to this Disclosure Document (the "**Co-Branded Store Schedule**") and (ii) purchase an Auntie Anne's® franchise from Auntie Anne's and sign an Auntie Anne's® franchise agreement and co-branded schedule with Auntie Anne's. The terms of the Auntie Anne's® franchise offering, franchise agreement, and related agreements that Auntie Anne's will require you to sign are disclosed in the Auntie Anne's® Disclosure Document, which you must obtain from Auntie Anne's. We will not grant you the right to operate an Auntie Anne's Co-Branded Store, unless Auntie Anne's agrees to offer you an Auntie Anne's® franchise and to permit the franchise to be operated at a co-branded location. We also refer to Auntie Anne's as the "**Co-Branded Franchisor**," the Auntie Anne's® franchise as the "**Co-Branded Franchise**," and the Auntie Anne's® Franchise Agreement as the "**Co-Branded Agreement.**"

Unless otherwise noted, the disclosures in this Disclosure Document apply to all Store formats.

As our franchisee, you will conduct business under the service mark "Jamba®" and any other identifying marks, trade names, logos and symbols that we use now, or that we later develop (the "**Proprietary Marks**" or "**Marks**"), and use our unique system for the establishment, development and operation of a Store (the "**System**").

The System include our distinctive exterior and interior layouts, designs, and color schemes; our distinctive signage, decorations, furnishings and materials; our selection of approved

products that you may offer and sell (the "**Approved Products**"); our proprietary recipes and formulae (**"Recipes"**) used to create our proprietary flavorings or ingredients (**"Proprietary Ingredients"**) and/or our proprietary Approved Products (the **"Proprietary Products"**); our distinctive techniques for packaging, displaying, and merchandising Approved Products; our advertising and marketing programs and materials; our selection of, and relationships with, suppliers, service providers, manufacturers, distributors, and/or consolidators (collectively, **"Suppliers"**) that we have expressly designated or approved (**"Approved Suppliers"**); our methods of operating a food-related business; our operations and administrative systems; our training programs; our software, apps, and technology systems; our methods and techniques for inventory and cost controls, recordkeeping, and reporting; our customer service standards; and any guidelines, standards, specifications, rules, procedures, policies, methods, requirements, and directives we establish, including our standards and specifications as to Recipes, ingredients, food and beverage preparation, food storage, Suppliers, interior and exterior design and décor, sanitation, maintenance, and equipment (the **"Standards"**) set out in our confidential operations manuals (the **"Manuals"**) and otherwise in writing. We may change, improve, add to, and further develop the elements of the System from time to time.

The form of Franchise Agreement we currently offer (Exhibit B to this Disclosure Document) may have terms different from the various forms of agreement we or our predecessors have used in the past. We reserve the right to change the form and terms of the Franchise Agreement in the future.

If you sign a Franchise Agreement and you do not yet have a location for your Store that is accepted by us ("**Accepted Location**"), your Franchise Agreement will identify a venue or trade area that we negotiate with you in which you must locate an Accepted Location.

You must identify an individual, who is reasonably acceptable to us, to serve as your "**Primary Contact**." If we consent, your Primary Contact may be you, if you are an individual, or an Owner, if you are an Entity. The Primary Contact will be empowered with the responsibility and decision-making authority regarding the Store and its operation, and we will have the right to rely upon the Primary Contact for such purposes.

In addition, you must appoint at least two full-time managers of your Store (each, a "**Manager**"). All of your Managers must successfully complete our initial management training program (the "**Management Training Program**") to our satisfaction. We may, in our sole discretion, permit your Primary Contact to serve as a Manager for the Store, provided that it is their full-time job, they otherwise qualify for the position, and they successfully complete the Management Training Program. If you and your affiliates operate four or more Stores, in addition to your Managers for each Store that you operate, we may require you to appoint one or more Managers with the responsibility of supervising and supporting multiple Stores (each, a **"Director of Operations"**).

We may, in our sole discretion, offer you the opportunity to enter into multiple franchise agreements (using the form of Franchise Agreement attached as Exhibit B to this Disclosure Document) at the same time, which will be accompanied by a Multi-Unit Addendum to the Franchise Agreement (the **"Multi-Unit Addendum"**) (the current form of which is attached as Schedule E to the Franchise Agreement that is attached as Exhibit B to this Disclosure Document). If you sign a Multi-Unit Addendum and fail to satisfy the development deadlines specified in such addendum, we will have the right to terminate any Franchise Agreements that you already signed for Stores that have not been opened at the time of the breach. If you do not sign a Multi-Unit Addendum, you will have no rights to develop or operate more than one Store, unless you sign additional Franchise Agreements.

As part of our application process, you must complete an application and successfully pass a financial credit check. You may also be asked to successfully complete a test of basic competency in the English language, an operations interview, and a criminal background check.

Franchisee/Industry Contact Lead Referral Program

We may pay a referral fee of $5,000 for a Traditional or Non-Traditional Store and $500 for a Food Truck or Robotic Kiosk to the first of our franchisees or real estate brokers that introduces a new prospective franchisee to us, if we approve the new prospect and we and the prospect sign a Franchise Agreement within six months after the referral is made and the prospective franchisee pays us the full Initial Franchise Fee (as defined in Item 5). If we pay the referral fee, we will do so after the referred prospective franchisee's Franchise Agreement is fully signed and the full Initial Franchise Fee is paid. A prospective franchisee will not be considered new if the prospective franchisee (including any of the individual owners if the prospective franchisee is an entity) has signed a franchise agreement with any other brands in the Focus Brands Portfolio, and the referral fee will only be paid once in connection with the first franchise agreement signed with a brand in the Focus Brands Portfolio. You must be in full compliance with all Franchise Agreements between you and us in order to receive a referral fee. We reserve the right to terminate, cancel, or modify such referral program at any time.

Competition and the Market

The market for our products and services is the general consuming public. Stores compete with restaurants, sandwich and salad stores, juice bars, and other businesses which offer health food products, smoothies, juice, frozen yogurt, or similar products, as well as other food service businesses. We operate in an intensely and increasingly competitive market for smoothies, fresh-squeezed juices, and alternative choices for meals and snacks, which is rapidly changing. There are local, regional, and national competitors (including both local businesses and other chain vendors, some of which may have more locations or longer operating histories than our Stores) that also specialize in smoothies and fresh-squeezed juices, and others may enter the market. We also have local, regional, and national competitors that offer different or more generalized offerings. Stores are operated year-round, although demand fluctuates significantly during the year.

The retail food service business is highly competitive with respect to concept, price, location, food quality, and service. There also is significant competition for suitable commercial real estate sites and personnel, including management personnel.

You may also compete with the distribution and sale of Jamba® branded products through other outlets and sales channels. We may sell, or license affiliates or third parties to sell, Jamba® branded products (including products that you are likely to sell in your Store) (i) at wholesale to restaurants and retail stores (including grocery stores, convenience stores, club stores, and other outlets) that may be located anywhere, (ii) through non-traditional outlets, (iii) through mail order and Internet sales, (iv) through Delivery Kitchens (as defined in Item 12), or (v) through other company-owned or franchised Stores. You will not be entitled to additional rights or compensation in any of these cases. See Item 12 for details regarding our reserved rights.

Government Regulation and Certain Factors Affecting the Restaurant Industry

You must comply with all federal, state, and local laws and regulations applicable to businesses generally, including, without limitation, laws and regulations related to workers' compensation, occupational health and safety, minimum wage, overtime, working conditions, discrimination, sexual harassment, tax, environmental protection, citizenship and/or immigration status (including laws requiring verification of status through the Department of Homeland Security's E-Verify program), and reasonable accommodations for employees and customers with disabilities (including the Americans with Disabilities Act).

You must ensure that your computerized point-of-sale system (the "**POS System**") or your credit card processing terminals (whichever are responsible for processing credit card transactions) are in compliance with the most current Payment Card Industry Data Security Standards ("**PCI-DSS**"). You also must comply with all applicable federal and state laws and regulations relating to the collection, use, and security of personal information and comply with any privacy policies or data protection and breach response policies we periodically may establish.

Various federal agencies, including the U.S. Food and Drug Administration and the U.S. Department of Agriculture, and state and local health and sanitation agencies have regulations for the preparation of food and the condition of restaurants and food service facilities. You must comply with all federal, state, and local laws and regulations applicable to restaurants and food service facilities, including, without limitation, licensing, health, sanitation, menu labeling, food preparation and packaging, smoking, safety, fire, and other matters. Some jurisdictions may require franchisees to obtain restaurant, business, occupational, food products, health, and miscellaneous licenses.

The Clean Air Act and state implementing laws also may require certain geographic areas to attain and maintain certain air quality standards for ozone, carbon monoxide and particulate matters. As a result, businesses involved in commercial food preparation may be subject to caps on emissions.

We do not assume any responsibility for advising you on these regulatory or legal matters. You should consult with your attorney about federal, state, and local laws and regulations that may affect your Store.

ITEM 2 BUSINESS EXPERIENCE

James (Jim) E. Holthouser: Chief Executive Officer

Jim has been our Chief Executive Officer since February 2020. Since February 2020, Jim has also served as (i) President of Focus Systems, (ii) Chief Executive Officer of Focus Brands, JJ, each of the Former Focus Franchisors, and each of the other Focus Brands Portfolio companies, and (iii) a member of the Board of Managers for Focus Brands, JJ, and each of the Former Focus Franchisors. From February 2018 to January 2020, Jim was the owner of Madison County Multiplex, LLC in Stanford, Kentucky. Jim serves in his present capacities in Atlanta, Georgia.

Michael (Mike) J. Dixon: Chief Financial Officer, Treasurer, and Assistant Secretary

Mike has been our Chief Financial Officer, Treasurer, and Assistant Secretary since September 2018. Mike has been Chief Financial Officer, Treasurer, and Assistant Secretary and a member of the Board of Directors or Board of Managers for JJ since September 2018. Mike has been

Chief Financial Officer, Treasurer and Assistant Secretary for (i) Focus Brands and each of the Former Focus Franchisors since March 2016, and (ii) Focus Systems and the other Focus Brands Portfolio companies since March 2017. Mike has also served as a member of the Board of Managers or Board of Directors for Focus Brands and each of the Former Focus Franchisors since March 2017. Mike serves in his present capacities in Atlanta, Georgia.

Brian Krause: Chief Development Officer

Brian has been our Chief Development Officer since July 2020. Brian has also served in the same role for Focus Brands and JJ since July 2020. From June 2019 to June 2020, Brian was the Chief Development Officer for Jimmy John's Franchise, LLC in Champaign, Illinois. From November 2016 to May 2019, Brian was the Senior Vice President, Franchise Development for Wyndham Hotel Group in Parsippany, New Jersey. Brian serves in his present capacities in Atlanta, Georgia.

Nathan Louer – Chief Brand Officer

Nathan will be joining us as our and JJ's Chief Brand Officer in April 2023. From February 2020 to March 2023, Nathan was the Vice President Brand Marketing and Activation for Jimmy John's Franchise, LLC in Atlanta, Georgia. From July 2018 to January 2020, Nathan was the Director of Consumer Engagement for Jimmy John's Franchise, LLC in Champaign, Illinois. From December 2014 to June 2018, he was the Director of Advertising Co-Operatives and PR for Jimmy John's Franchise, LLC in Champaign, Illinois. Nathan serves in his present capacities in Atlanta, Georgia.

Sarah E. Powell: Executive Vice President, General Counsel, and Secretary

Sarah has been our Executive Vice President, General Counsel and Secretary since September 2018. Sarah also has served in the same roles for (i) Focus Brands and each of the Former Focus Franchisors since January 2015, (ii) Focus Systems and the other Focus Brands Portfolio companies (except Jamba) since March 2017, and (iii) JJ since September 2018. Sarah has also served as a member of the Board of Managers or Board of Directors for Focus Brands and each of the other Former Focus Franchisors since March 2017 and for JJ since September 2018. Sarah serves in her present capacities in Atlanta, Georgia.

Kristen Hartman: Senior Vice President of Jamba and President, Specialty Brands for Focus Brands

Kristen has served as our Senior Vice President since September 2020. She has also served as (i) President, Specialty Brands for Focus Brands since September 2020, (ii) Senior Vice President for Auntie Anne's, Auntie Anne's LLC, and JJ since September 2020, and (iii) Senior Vice President for Carvel, Carvel LLC, Cinnabon, and Cinnabon LLC since December 2020. From March 2019 to December 2020, Kristen was the President of Carvel and Carvel LLC. From March 2018 to December 2020, Kristen was President of Cinnabon and Cinnabon LLC. Kristen serves in her present capacities in Atlanta, Georgia.

Tim Goodman: Senior Vice President, Franchise Administration

Tim has been our Senior Vice President, Franchise Administration since February 2019. He has also served in the same role for JJ, the Former Focus Franchisors, and the Focus Brands Portfolio companies since February 2019. He served as the Vice President, Franchise Administration for

(i) us and JJ from September 2018 to January 2019, (ii) the Focus Brands Portfolio companies (other than us) from March 2017 to January 2019, and (iii) the Former Focus Franchisors from February 2005 to January 2019. Tim serves in his present capacities in Atlanta, Georgia.

Mike Woodward: Senior Vice President, Franchise Sales

Mike has been our Senior Vice President, Franchise Sales since July 2022. Mike has also served in the same role for Focus Brands and each of the other Focus Brands Portfolio companies since July 2022. From January 2006 to June 2022, Mike was a Senior Vice President for Wyndham Hotels & Resorts, Inc. in Parsippany, New Jersey. Mike serves in his present capacities in Atlanta, Georgia.

Jim Cannon: Senior Vice President, Design and Construction

Jim has been our Senior Vice President, Design and Construction since January 2023. Jim has also served in the same role for Focus Brands and each of the other Focus Brands Portfolio companies since January 2023. From May 2022 to December 2022, Jim was the Senior Vice President of Design and Construction at L5 Capital Partners in Atlanta, Georgia. From December 2015 to April 2022, Jim was the Senior Vice President of Design and Construction at Inspire Brands in Atlanta, Georgia. Jim serves in his present capacities in Atlanta, Georgia.

Chris Newman: Senior Vice President, Real Estate

Chris has been our Senior Vice President, Real Estate since January 2023. Chris has also served in the same role for Focus Brands and each of the other Focus Brands Portfolio companies since January 2023. From October 2020 to December 2022, Chris was the President at LSG Real Estate, Inc. in Columbia, Missouri. From January 2017 to December 2022, Chris was Director of Real Estate at Next Chapter Properties, LLC in Columbia, Missouri. Chris serves in his present capacities in Atlanta, Georgia.

Bobby Morena: Vice President, Retention and Lead Generation

Bobby has been our Vice President, Retention and Lead Generation since April 2021. Bobby has also served in the same role for Focus Brands and each of the other Focus Brands Portfolio companies since April 2021. From February 2020 to April 2021, Bobby was the Director of Franchise Development for Inspire Brands in Atlanta, Georgia. From September 2001 to February 2020, Bobby was Director of Franchise Development for Jimmy John's Franchise, LLC in Champaign, Illinois. Bobby serves in his present capacities in Atlanta, Georgia.

Clinton Donahue: Vice President, Operations

Clinton has been our Vice President, Operations since January 2023. From June 2022 to January 2023, Clinton served as our Director of Operations. From October 2020 to June 2022, Clinton served as our Director of Category Operations Services. From April 2019 to October 2020, Clinton served as Director of Operations for McAlister's LLC. From November 2017 to April 2019, Clinton served as the Director Training for Cinnabon LLC. Clinton serves in his present capacities in Atlanta, Georgia.

Danielle Fisher: Vice President, Marketing

Danielle has been our Vice President, Marketing since February 2021. From February 2015 to January 2020, Danielle served as the GM and Brand Leader, Refreshment and Tea Brands for The Coca-Cola Company in Atlanta, Georgia. Danielle serves in her present capacities in Atlanta, Georgia.

Jackie Secor: Senior Vice President, Category Operations, Specialty Brands for Focus Brands

Jackie has been the Senior Vice President, Category Operations, Specialty Brands for Focus Brands since September 2020. Jackie was Auntie Anne's Vice President, Operations from March 2017 to September 2020. Jackie serves in her present capacities in Atlanta, Georgia.

Kerri Christian: Senior Vice President, Category Marketing, Specialty Brands for Focus Brands

Kerri has been the Senior Vice President, Category Marketing, Specialty Brands for Focus Brands since March 2022. Kerri was Vice President, Marketing Global Channels for Focus Brands from July 2017 to March 2022. Kerri serves in her present capacities in Atlanta, Georgia.

Heather Lane: Vice President, Training, Specialty Brands for Focus Brands

Heather has been the Vice President, Training, Specialty Brands for Focus Brands since September 2020. From July 2017 to September 2020, Heather was self-employed as an independent contractor working for various organizations in Atlanta, Georgia. Heather serves in her present capacities in Atlanta, Georgia.

Dave Mikita: President, International and Retail Channels for Focus Brands

Dave has been the President, International and Retail Channels for Focus Brands since January 2023. From March 2018 to December 2022, Dave was the President, Global Channels for Focus Brands. Dave serves in his present capacity in Atlanta, Georgia.

ITEM 3 LITIGATION

Disclosures Regarding Affiliated Programs

The following affiliates who offer franchises resolved actions brought against them with settlements that involved their becoming subject to currently effective injunctive or restrictive orders or decrees. None of these actions have any impact on us or our brand nor allege any unlawful conduct by us.

The People of the State of California v. Arby's Restaurant Group, Inc. (California Superior Court, Los Angeles County, Case No. 19STCV09397, filed March 19, 2019). On March 11, 2019, our affiliate, Arby's Restaurant Group, Inc. ("**ARG**"), entered into a settlement agreement with the states of California, Illinois, Iowa, Maryland, Massachusetts, Minnesota, New Jersey, New York, North Carolina, Oregon and Pennsylvania. The Attorneys General in these states sought information from ARG on its use of franchise agreement provisions prohibiting the franchisor and franchisees from soliciting or employing each other's employees. The states alleged that the use of these provisions violated the states' antitrust, unfair competition, unfair or deceptive acts or practices, consumer protection and other state laws. ARG expressly denies these conclusions

but decided to enter into the settlement agreement to avoid litigation with the states. Under the settlement agreement, ARG paid no money but agreed (a) to remove the disputed provision from its franchise agreements (which it had already done); (b) not to enforce the disputed provision in existing agreements or to intervene in any action by the Attorneys General if a franchisee seeks to enforce the provision; (c) to seek amendments of the existing franchise agreements in the applicable states to remove the disputed provision from the agreements; and (d) to post a notice and ask franchisees to post a notice to employees about the disputed provision. The applicable states instituted actions in their courts to enforce the settlement agreement through Final Judgments and Orders, Assurances of Discontinuance, Assurances of Voluntary Compliance, and similar methods.

The People of the State of California v. Dunkin' Brands, Inc., (California Superior Court, Los Angeles County, Case No. E25636618, filed on March 19, 2019.) On March 14, 2019, our affiliate, Dunkin Brands, Inc. ("**DBI**"), entered into a settlement agreement with the Attorneys General of 13 states and jurisdictions concerning the inclusion of "no-poaching" provisions in Dunkin' restaurant franchise agreements. The settling states and jurisdictions included California, Illinois, Iowa, Maryland, Massachusetts, New Jersey, New York, North Carolina, Pennsylvania, Rhode Island, Vermont, and the District of Columbia. A small number of franchise agreements in the Dunkin' system prohibit Dunkin' franchisees from hiring the employees of other Dunkin' franchisees and/or DBI's employees. A larger number of franchise agreements in the Dunkin' system contain a no-poaching provision that prevents Dunkin' franchisees and DBI from hiring each other's employees. Under the terms of the settlement, DBI agreed not to enforce either version of the no-poaching provision or assist Dunkin's franchisees in enforcing that provision. In addition, DBI agreed to seek the amendment of 128 franchise agreements that contain a no-poaching provision that bars a franchisee from hiring the employees of another Dunkin' franchisee. The effect of the amendment would be to remove the no-poaching provision. DBI expressly denied in the settlement agreement that it had engaged in any conduct that had violated state or federal law and, furthermore, that the settlement agreement should not be construed as an admission of law, fact, liability, misconduct, or wrongdoing on the part of DBI. The Attorney General of the State of California filed the above-reference lawsuit in order to place the settlement agreement in the public record, and the action was closed after the court approved the parties' stipulation of judgment.

New York v. Dunkin' Brands, Inc. (N.Y. Supreme Court for New York County, Case No. 451787/2019, filed September 26, 2019). In this matter, the N.Y. Attorney General ("**NYAG**") filed a lawsuit against our affiliate, DBI, related to credential-stuffing cyberattacks during 2015 and 2018. The NYAG alleged that the cyber attackers used individuals' credentials obtained from elsewhere on the Internet to gain access to certain information for DD Perks customers and others who had registered a Dunkin' gift card. The NYAG further alleged that DBI failed to adequately notify customers and to adequately investigate and disclose the security breaches, which the NYAG alleged violated the New York laws concerning data privacy as well as unfair trade practices. On September 21, 2020, without admitting or denying the NYAG's allegations, DBI and the NYAG entered into a consent agreement to resolve the State's complaint. Under consent order, DBI agreed to pay $650,000 in penalties and costs, issue certain notices and other types of communications to New York customers, and maintain a comprehensive information security program through September 2026, including precautions and response measures for credential-stuffing attacks.

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

ITEM 4 BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

ITEM 5 INITIAL FEES

Initial Franchise Fees. When you sign a Franchise Agreement, you must pay us an initial franchise fee (the "**Initial Franchise Fee**") of $35,500 for a Traditional Store or Non-Traditional Store, $10,500 for a Food Truck, $9,250 for a Robotic Kiosk, and $71,000 for a Co-Branded Store ($35,500 of which will be paid to the Co-Branded Franchisor). We will not refund any part of the Initial Franchise Fee.

We participate in the International Franchise Association's VetFran program. For qualifying veterans or members of the Armed Forces, the Initial Franchise Fee for a Traditional Store or Non-Traditional Store is $20,000.

We reserve the right to reduce the Initial Franchise Fee under certain circumstances, including: (i) as an economic incentive for a franchisee to open a certain location, with the determination made on a case-by-case review of all relevant economic factors; (ii) as an inducement for existing operators to open additional Stores; (iii) as an inducement for someone to reopen a closed Store; (iv) as an inducement for someone to take over an operating Store; (v) as an inducement for a professional multi-unit operator to open several Stores; or (vi) to allow a franchisee to have additional money to spend on store improvements and marketing during the first 12 months of operation. The amount of any reduction will be made on an individual basis and may depend on the condition of the premises, the need for upgrades and remodeling, any special circumstances that we may consider appropriate, and/or other considerations. In addition, we may allow a new franchisee to apply part of their Initial Franchise Fee to the cost of needed improvements or equipment. We may modify or cease offering any discount or incentive programs at any time.

During the 2022 calendar year, franchisees paid Initial Franchise Fees ranging from $0 to $35,500.

If you sign multiple Franchise Agreements at the same time with a Multi-Unit Addendum to develop a set number of Stores, you must pay us all of the Initial Franchise Fees for all of the Stores that you commit to develop at the time you sign the Franchise Agreements with a Multi-Unit Addendum. If you fail to develop any of the Stores by the deadlines set forth therein or any Franchise Agreement(s) subject to the Multi-Unit Addendum are terminated, you will not receive a refund of any Initial Franchise Fees that you have prepaid.

In certain rare circumstances, we may permit installment payments of the Initial Franchise Fee on terms negotiated with the franchisee.

Plan Review Fee. After our initial review of your proposed layouts, renderings, plans, and specifications for the Store, which must include interior and exterior elevations of the Accepted Location (the "**Architectural Plans**") at no cost and our review of one revised set of Architectural Plans that incorporate our required changes at no cost, we may charge a fee of $1,000 for each

set of drawings we review that include any other modifications from the plans that we have previously accepted.

Training Fee. We will provide our Management Training Program to two Managers and any other individuals that we designate (the "**Required Trainees**") at no charge for your first two Stores. We will also provide a modified Management Training Program to your Primary Contact (if they are not also a Manager) at no charge for your first two Stores. If we provide the Management Training Program to you for your third or subsequent Stores or if you are purchasing an existing Store and are not an existing franchisee, you must pay us a fee of $2,500 for the training. We reserve the right to charge you a reasonable training fee (currently, up to $500 per additional trainee per day) if (i) you elect, and we permit you, to bring additional trainees, other than the Required Trainees, to the Management Training Program, (ii) your Required Trainees are trained in separate sessions, or (iii) any of your Required Trainees fail to successfully complete the Management Training Program and re-enroll in the program or are replaced with new trainees that enroll in the program.

On-Site Training and Assistance Fee. For your first Store (including Stores owned by your affiliates, but excluding Robotic Kiosks), the Initial Franchise Fee includes the cost of us providing one or more representatives to provide on-site opening training and assistance at your Store. For all of your (or your affiliates') subsequent Stores, if we, in our sole discretion, provide on-site training or assistance (at your request or because we determine such assistance is necessary), you must pay us our then-current On-Site Training and Assistance Fee (currently, up to $500 per trainer per day, plus their travel and living expenses).

Systems Administration Fee. Before your Store opens, we may, in our sole discretion, provide you with project management assistance related to, and coordinate the onboarding and configuration of, your POS System. You must pay us our then-current fee for such services, which is currently estimated to be between $1,500 and $2,000.

Robotic Kiosk Purchase Price. If you operate a Robotic Kiosk, you must pay us or our affiliate $125,000 upon execution of the Franchise Agreement to purchase a Blendid Kiosk.

Co-Branded Stores. If you operate a Co-Branded Store, a portion of the Initial Franchise Fee will be paid to the Co-Branded Franchisor under the Co-Branded Agreement, as described above and in the Co-Branded Franchisor's Franchise Disclosure Document. We and the Co-Branded Franchisor will jointly collect and split the other initial fees described in this Item 5.

All Initial Fees. Except as disclosed above, you do not pay any other fees or payments to us or our affiliates for services or goods before your Store opens. All initial fees are non-refundable.

ITEM 6 OTHER FEES

Type of Fee[1, 3]	Amount	Date Due	Remarks
Royalty Fee	6% of Net Sales for all Stores, except: (i) 7% of Net Sales for Robotic Kiosks and (ii) currently, 6% of Net Sales for Auntie Anne's	Payable weekly on the date specified in the Manuals (the	See Note 2 for the definition of **"Net Sales."**

Type of Fee[1, 3]	Amount	Date Due	Remarks
	Co-Branded Stores, which we may increase in our sole discretion up to 7% of Net Sales	"**Payment Due Date**")	
Advertising Contribution	Currently, 3% of Net Sales, except 1% of Net Sales for Robotic Kiosks	Payment Due Date	You must contribute the Advertising Contribution to the Ad Fund (as defined in Item 11). For all Stores, except Robotic Kiosks, we may increase the Advertising Contribution at any time by notice to franchisees, provided that your required Advertising Contribution and Local Marketing Obligation (as defined below) may not collectively exceed 5% of your Net Sales. For Auntie Anne's Co-Branded Stores, we will collect the Advertising Contribution based on the portion of Net Sales attributable to products that we and Auntie Anne's have agreed to credit to the Jamba side of the Co-Branded Store, and Auntie Anne's will collect a separate advertising contribution (as specified in its Disclosure Document) based on the portion of Net Sales attributable to products that we and Auntie Anne's have agreed to credit to the Auntie Anne's side of the Co-Branded Shop.
Advertising Cooperative Contribution	An amount set by your Advertising Cooperative	Payment Due Date	All members of an Advertising Cooperative (as defined in Item 11), whether a franchisee-owned, company-owned or affiliate-owned Store, have voting rights on matters brought before the Advertising Cooperative for a vote, including matters relating to the amount of the required Advertising Cooperative contribution.
Local Marketing Obligation	Currently, each calendar quarter, you must spend not less than 1% of Net Sales on local market advertising	Each calendar quarter	We may specify a minimum amount that you must spend on local market advertising which we may change upon 60 days' written notice. However, your required Advertising Contribution and Local Marketing Obligation may not collectively exceed 5% of your Net Sales. See Item 11 for what will count towards meeting your obligation. If you fail to make the minimum advertising expenditures, we may do so on your behalf and you must reimburse us for our expenses. We may also elect to collect all or a portion of the Local Marketing Obligation from you and (i) contribute it to the Ad Fund, (ii) conduct

Type of Fee[1, 3]	Amount	Date Due	Remarks
			national, regional, or local advertising, (iii) spend it on local advertising, or (iv) contribute it to your Advertising Cooperative.
Promotions	Costs to purchase, lease and install all materials necessary for promotional campaigns, including counter cards, posters, banners, signs, photographs, loyalty program rewards, give-away items, and gift cards. We may charge you our costs plus a reasonable administrative fee.	As incurred	You will participate at your own cost in temporary or permanent promotional campaigns that we establish (e.g., limited time offers, gift cards, coupons, loyalty programs, customer relationship management, and other supplemental marketing programs), which may be applicable to the System as a whole or to specific advertising market areas. You also will participate in promotional programs your Advertising Cooperative establishes.
Insufficient Funds Fee	Our out-of-pocket costs and an administrative fee	On invoice	If we draft money from your account under our electronic funds transfer (**"EFT"**) or draft system, and there are insufficient funds to cover the draft, we will charge you the return costs charged by our bank and an administrative fee to cover our costs of addressing the nonpayment. This fee is in addition to interest on the amount due.
Interest	The lesser of 1.5% per month or the maximum legal interest rate	On invoice	You must pay us or our affiliates interest on any amounts past due to us or our affiliates.
Late Reporting Fee	Our then-current fee. Currently, $50 per week.	On invoice	You must pay this late fee if you fail to submit timely, complete and accurate reports, financial statements, tax returns, and statements of initial investment costs when due.
Taxes and Other Payments	Our cost	Within 10 days after demand.	You must pay us or our affiliates (i) all sales taxes, corporate taxes, and any similar taxes paid by us on your behalf, imposed on us, or required to be collected by us on account of products or services we furnish to you (through sale, lease, or otherwise) or on account of our collection of any fee related to the Franchise Agreement; (ii) all franchise or similar taxes, whether based on gross receipts, gross revenues, Royalty Fees, Advertising Contributions, or otherwise, imposed on, required to be collected by, or paid by us; (iii) all marketplace facilitator or similar taxes imposed on, required to be

Type of Fee[1, 3]	Amount	Date Due	Remarks
			collected by, or paid by us in connection with your use of our website, internet sites, applications, or online ordering platforms; (iv) all other amounts we pay or must pay for you for any reason; and (v) any other fees or expenses that we are entitled to collect from you.
Subsequent Trainee Management Training Fee	Currently, up to $500 per day per trainee	On invoice or as incurred	You must pay this fee if you appoint a new Manager, Primary Contact, Director of Operations, or other person we designate after your Store opens, and we provide the Management Training Program to them.
On-Site Training and Assistance Fee	A reasonable fee, currently up to $500 per trainer per day, plus trainers' travel and living expenses	On invoice	At any time, you can request, or we may require, on-site training and assistance above that which we must provide. We have no obligation to provide on-site training or assistance.
Additional Support/ Consulting Fee	A reasonable fee, currently up to $500 per day, plus travel and living expenses, including transportation, lodging and meals.	On invoice	We may offer you consultation services beyond the support services under the Franchise Agreement, and if you accept them, we can charge you a consulting fee. If such services are provided on-site, then you must reimburse us for our representative's travel and living expenses, including transportation, lodging and meals.
Conference/ Program Fee	A reasonable fee, which will vary by program.	As incurred	We may charge you a reasonable fee for any conferences, conventions, programs, or training sessions that we conduct. We expect these fees to range from $0 to $2,500.
Training Cancellation Fee	Our out-of-pocket costs	On invoice	If you fail to cancel scheduled training at least 14 days prior to such training or if you are not prepared to successfully complete training, we may charge you the cost of conducting the originally scheduled training (including any training fees and any travel and living expenses incurred by our representatives) and may require you to pay an additional fee for rescheduled training.
Learning Management System License Fee	The then-current fee. Currently, $170 per year.	As incurred	We require you to license an electronic learning management system (the "**Learning Management System**") to participate in certain required training programs and access the Manuals. We may require you to pay this fee to us, an affiliate, or a third-party vendor. This fee may change from time to time.

Type of Fee[1, 3]	Amount	Date Due	Remarks
Plan Review Fee	$1,000 per set of drawings	On invoice	After our initial review of your Store plans at no cost and a review of a revision incorporating our comments at no cost, we may charge a fee of $1,000 for each additional set of drawings we review that include any modifications from the plans that we have previously accepted.
Sublease Administration Fee	$200 monthly	As incurred	If you sublease a Store from us, you must pay us this fee to compensate us for our administrative expenses and is in addition to any fees under the sublease such as rent, insurance, public utility charges, late fees, alterations and improvements.
Lease Renewal/ Extension Review Fee	Our then-current fee. Currently, $2,000	As incurred	If you renew a lease or a lease is extended by the landlord for a period of 12 months or more, you must obtain our approval of the lease and, in our sole discretion, pay this fee, which we may change from time to time. Our review of the lease will be limited to determining whether it complies with the Franchise Agreement.
Lease Documentation Late Fee	$500 per month (or partial month) until delivered	As incurred	We may charge you this fee if you fail to provide us with a signed copy of any lease or a modification, amendment, or renewal of a lease within 15 days after its execution. The fee is payable for each month or partial month after the deadline, until you provide the documentation.
Relocation Fee	10% of the then-current Initial Franchise Fee	Before your relocation	If you relocate to a new site that we have accepted, you must pay the Relocation Fee.
Relocation Extension Fee	$1,500 per year that the term is extended	Before we sign relocation Franchise Agreement	If you relocate to a new site and we agree to extend the term of your Franchise Agreement (or enter into a new Franchise Agreement) to match the term of your new lease, you must pay the Relocation Extension Fee in addition to the Relocation Fee.
Refresh/ Remodel Site Survey and Design Fee	Our then-current fee. Currently, such fee is approximately $1,200 to $6,000 depending on the scope of the required changes.	As incurred	You must refresh your Store every five years and must remodel your Store every ten years to meet our then-current Standards. We may require you to pay us, our affiliates, or our designee this fee to inspect your Store and produce a site survey and/or design plan that will comply with these obligations.

Type of Fee[1, 3]	Amount	Date Due	Remarks
Systems Administration Fee	Our then-current fee, which is currently estimated to be between $1,500 to $2,000	At transfer closing	Payable to us for the project management services that we may, in our sole discretion, provide related to coordinating the onboarding and reconfiguration of the POS System after a transfer occurs.
Transfer Fee	50% of the then-current Initial Franchise Fee if it is a Control Transfer; if it is a transfer to a related party or that is not a Control Transfer, 10% of the then-current Initial Franchise Fee. If you operate a Robotic Kiosk, the Transfer Fee is $4,375 for a Control Transfer and $3,500 for a transfer to a related party or a transfer that is not a Control Transfer.	At transfer closing	Payable to us if you transfer any interest in your Franchise Agreement or Store. A "**Control Transfer**" occurs if there is a transfer of (i) any interest in the Franchise Agreement, (ii) the Store or substantially all of its assets, (iii) more than 20% of the ownership interests in you, or (iv) any interests that result in a change in control of your entity. See Item 17.k for the definition of "transfer."
Renewal Fee	20% of the then-current Initial Franchise Fee, except for Food Trucks and Robotic Kiosks. For Food Trucks: 20% of the then-current Initial Franchise Fee for Food Trucks. For Robotic Kiosks: 50% of the then-current Initial Franchise Fee for or Robotic Kiosk.	30 days prior to expiration of 20-year term; before we sign the renewal franchise agreement.	You may only extend for one additional 20-year term for Traditional Stores and Non-Traditional Stores. If you operate a Food Truck or Robotic Kiosk, we may, in our sole discretion, offer you one additional five-year renewal term.
Computer Systems Fee	A reasonable fee, which will vary based on the services provided	As needed	Paid to contractors, or us or our affiliates, as applicable. We may charge a reasonable systems fee for modifications and enhancements and other maintenance and support services related to the Computer System (as defined in Item 11). The amount for upgrades and maintenance varies based on the extent of the upgrade or services provided.

Type of Fee[1, 3]	Amount	Date Due	Remarks
POS System Support Fee	Currently, estimated to be between $100 and $250 per month	As incurred	You must remit this fee to us or our affiliate (or a third-party vendor approved by us) for software and hardware support for your POS System. The support service includes helpdesk support, trouble shooting, menu management, third-party integrations, and collection of sales data from your POS System overnight. This fee is subject to change and typically changes annually. This fee is currently not charged to Robotic Kiosks but may be in the future.
Non-Focus Brands Portfolio POS Menu Setup	A reasonable fee, currently estimated to be $500 per day	As incurred	If we permit you to operate a co-branded location with a brand that is not in the Focus Brands Portfolio and such brands' sales are processed through the POS System, we may charge you a fee to add the other brands' menu to the POS System or to subsequently modify it.
Back Office and Polling Software Fee	Currently, not charged. Estimated to be between $100 and $200 per month	As incurred	Currently we do not, but in the future we may, require you to remit this fee to us, our affiliate, or a third-party vendor that provides the back office and polling software for your Computer System.
Credit Card Fees	Transaction fees estimated to be from 2.5% to 5% of transaction amounts. Other fees may apply depending on the vendor used for credit card processing.	As incurred	We may require that you use a specific credit card processing company and/or gateway. Currently, we do not collect any fees for credit card processing, but we may charge for our administrative cost for this activity.

Type of Fee[1, 3]	Amount	Date Due	Remarks
Information Security and Compliance Fees	Currently, estimated to be between $42.50 and $150 per month. Currently, not charged for Robotic Kiosks.	As incurred	You must remit this fee to us, our affiliate, or a third-party vendor. This fee is subject to change. We require that you use one or more Approved Suppliers to provide credit card data and security services that are consistent with PCI-DSS requirements, including a managed firewall, quarterly network scan, anti-virus/anti-malware software, and managed Wi-Fi. We may also require you to obtain data breach protection insurance provided by such Approved Supplier. We require that you submit annually proof of your PCI DSS compliance status. We may also charge an administrative fee to review your systems and verify your compliance with these requirements.
Blendid Service Fee for Robotic Kiosks	Choice of (i) 16% of Net Sales, (ii) 7% of Net Sales and $1,700 per month, or (iii) a negotiated amount between (i) and (ii)	Monthly, as specified by Blendid	If you operate a Robotic Kiosk, you must pay Blendid this fee for the Blendid Services, as provided in the Blendid Agreement. We may collect this fee on behalf of Blendid.
Gift Card and Loyalty Program Fees	Amount of administrative fees	As incurred	You must participate in the gift card, loyalty, and other electronic incentive programs (the "**Gift Card and Loyalty Programs**") that we establish, using vendors that we designate, which may include us or our affiliates. We or our affiliates may charge, or collect on behalf of our vendors, an administrative cost for participating in these programs. Currently, our gift card distributor retains 7.75% or 12% of the value of a gift card purchased from a retailer other than a Store (with the percentage varying by retailer). If a gift card is redeemed in your Store, we will reimburse the redeemed amount minus the 7.75% or 12% administrative fee retained by the vendor. In addition, currently, you must pay our designated gift card processor $4.50 per Store per month to cover unlimited transactions and settlement processing. These fees are currently not charged for Robotic Kiosks but may be in the future.
Loyalty App Fee	Currently, $51 per month	As incurred	You are required to participate in our loyalty program. This fee is payable to us or a vendor that we designate for use of our designated loyalty app. This fee is subject to change.

Type of Fee[1, 3]	Amount	Date Due	Remarks
			This fee is currently not charged for Robotic Kiosks but may be in the future.
Online Ordering Fee	Currently, $45 per month, plus a per transaction fee (estimated to be less than $0.02 per transaction) and additional charges based on services subscribed to	As incurred	You must participate in our online ordering program. This fee is payable to us or a vendor that we designate. We may change the fee from time to time and may charge additional fees.
Ordering Support Fee	A reasonable fee, which will vary based on the services provided. Currently, 3% of the pre-tax transaction amount for each transaction that is processed through our online ordering system.	Payment Due Date	We require you to pay to us, our affiliates, and/or one or more third parties that we designate, an ordering support fee, in an amount and at the times that we specify, for various ordering support services that we will provide or arrange for our affiliates or third parties to provide, such as services related to online and catering ordering platforms, call center(s), ordering and delivery management services, and catering rewards programs. We may include in the fee our and our affiliates' costs and administrative expenses related to procuring, providing, and/or developing the services, including without limitation the costs of integrating such services with the Computer System. We may modify this fee (including by changing it to a fixed fee per transaction) and the included products and services from time to time.
Purchasing Program Fee	Reasonable membership fees assessed by the Purchasing Program	As incurred	If we designate or establish any purchasing and/or distribution cooperatives/ associations/ programs (**"Purchasing Programs"**), you must become a member and pay any membership fees assessed. We currently do not have any Purchasing Programs which require membership fees.
Supply Chain Fee	Currently $0.25 to $0.30 per case purchased through certain Appointed Distributors (as defined in Item 8)	As incurred	We and/or our affiliate(s) collect this fee from certain Appointed Distributors from whom you may purchase products and services to offset expenses related to managing the supply chain. The fee is subject to change from time

Type of Fee[1, 3]	Amount	Date Due	Remarks
			to time. This fee is currently not charged for Robotic Kiosks but may be in the future.
Master Insurance Policy Fee	Currently not charged; we do not have an estimate at this time.	As incurred	We reserve the right to obtain a master insurance policy on behalf of the System for certain types of coverage and require you to pay all or a portion of your proportionate share of coverage under the master policy to us or our Approved Supplier.
Insurance	Amount of unpaid premiums and our costs	On demand	Payable only if you fail to maintain required insurance coverage and we elect to obtain coverage for you. See Item 8.
Guest Relations Fee	Currently, $30 for each guest complaint or other contact request that you do not timely respond to or for each excessive guest complaint.	As incurred, due on the Payment Date	Payable, in addition to any other remedies that we are entitled to pursue (including reimbursement of any costs or expenses we may incur related to responding to or resolving such complaint on your behalf), if you fail to respond in accordance with our Standards within 72 hours to a guest contact request that we send to you or a guest complaint. We may also impose this fee for the fourth and each subsequent guest complaint received in a given month related to your Store. We may change the fee, time period for responding to complaints, and number of complaints deemed to be excessive from time to time.
Non-compliance Fee	Currently, $25 to $500 for a single violation, but may vary based on the severity of violations, number of violations, and repetition of violations	On invoice	Payable if you fail to comply with any of the Standards, in addition to any other remedies that we are entitled to pursue. The fee may be charged repeatedly (as frequently as daily) if the non-compliance is ongoing.
Failure to Comply with Standards or Law Fee	Up to a $5,000 fee plus our reasonable expenses connected with any inspection, examination, or analysis of products or your Store	On invoice	Payable if our inspection shows the products have been adulterated in any way or that your Store does not comply with applicable laws. If (i) we inspect your Store and find a violation and we find the same violation at another inspection within one year, (ii) you fail to comply with any remedial measures we require, (iii) you fail to cooperate in any inspection, or (iv) there have been repeated violations, then you must pay up to a $5,000 fee for the inspection, in addition to the travel expenses of our inspectors or representatives and any other expenses we incur, including

Type of Fee[1, 3]	Amount	Date Due	Remarks
			attorneys' fees. These remedies are not exclusive.
Development Deadline Extension Fee	$2,500 per missed deadline	On invoice	Payable if you fail to meet the Site Approval Deadline, Construction Start Deadline (Site Preparation Deadline for Robotic Kiosks), or Opening Deadline (as each are defined in Item 11) or if we grant you an extension to any of these deadlines. We may terminate the Franchise Agreement if you fail to open by the Opening Deadline or if you fail to cure a default of the Site Approval or Construction Start Deadlines.
Repeated Inspection Fee	Cost of inspection	On invoice	If we or our representative inspect you as a result of your repeated or continuing failure to comply with any provision of the Franchise Agreement, you must pay us the cost of the inspection, including the travel and living expenses of our representatives.
Audit	Cost of audit	On invoice	If we audit you and find that you understated Net Sales by 2% or more, you must reimburse us all reasonable expenses connected to the audit, review or examination (including any reasonable accounting and attorneys' fees). We estimate that the typical audit costs would be approximately $1,000 to $4,000.
Reimbursement of Services After Default	All costs and expenses that we reasonably incur	On invoice	Payable if you default under the Franchise Agreement and we, in our sole discretion, undertake or perform on your behalf any obligation or duty that you are required to, but fail to, perform under the Franchise Agreement.
Liquidated Damages	The average monthly amount of Royalty Fee that you owed us during the past 36 months times the lesser of remainder of term of Franchise Agreement or 36 months.	Within 30 days of termination of your Franchise Agreement	You must pay this fee only if the termination occurs after the opening date of your Store and you are not insolvent at the time of termination. If less than 36 months have passed since opening and termination, the amount will be the average monthly Royalty Fee during the time between opening and termination, times the lesser of the remainder of term of the Franchise Agreement or 36 months.
Appraiser's Fee	50% of appraiser's fee	On invoice	You must pay this fee only if we elect to purchase your assets on termination or expiration of the Franchise Agreement and we cannot agree with you on the purchase price.

Type of Fee[1, 3]	Amount	Date Due	Remarks
Indemnification of us	Our cost	On invoice	You indemnify us from certain losses and expenses under the Franchise Agreement.
Attorneys' Fees	Our cost	On invoice	You must pay us any attorneys' fees we incur related to you, your Owners, or your Store (other than those we incur in response to your efforts to enforce the Franchise Agreement or in the defense of any claim we assert against you on which you substantially prevail in court or other formal legal proceedings). If we become a party to a proceeding on an agreement between us and you, and we win, or if we become a party to litigation or insolvency proceedings for your franchise, then you must pay our reasonable attorneys' fees and court costs. If we terminate the Franchise Agreement for your default, you must pay us all our expenses from your default or termination, including reasonable attorneys' and experts' fees.
Reinstatement Fee	10% of the amount of the then-current Initial Franchise Fee, plus Royalty Fees that would have been payable in period between termination and reinstatement; For Robotic Kiosks, $3,500, plus Royalty Fees that would have been payable in period between termination and reinstatement.	Before reinstatement	If we terminate your Franchise Agreement due to a health and safety default, you cure the default and want to be reinstated, and we agree to reinstate your Franchise Agreement, you must pay us a reinstatement fee.
De-identification Fee	Our actual costs, plus interest and an administrative fee equal to 15% of our actual costs	On invoice	Payable if we terminate the Franchise Agreement, you fail to de-identify the Store, and we make the required changes on your behalf.

Notes

1. Unless otherwise stated, we directly impose all the fees in this table, you pay them to us, and we do not refund them. We endeavor to impose these fees uniformly but reserve the right to make variances in special circumstances, like co-branding opportunities or franchisees operating in non-traditional locations. We reserve the right to collect all fees due to us under the Franchise Agreement through EFT. We may change the Payment Due Date, and any other due dates, in the Manuals or in a written notice to you.

2. "**Net Sales**" means all revenues generated by your Store or conducted from or with respect to the Store, whether the sales are evidenced by cash, check, credit, charge, account, barter or exchange. Net Sales includes monies, gift card redemptions, or credit generated by or received from (i) the sale of Approved Products or tangible property of every kind and nature, promotional or otherwise, anywhere and (ii) services performed from, at, or in connection with the Store, including (x) off-premises services (such as catering and delivery), (y) on-premises services (such as games, gambling machines, or third-party advertising within the Store), or (z) any other services or activities that use either the System, the Marks, or products that are the same as or similar to the Approved Products. The foregoing list is not intended to provide approval for such activities, which may be conducted only if approved. Unless we specify otherwise in writing, Net Sales shall include all ancillary charges or fees, including delivery fees and other service charges, that are paid to you by a customer or by a third-party delivery or catering service (e.g., Uber Eats, Postmates, Grubhub, ezCater, or DoorDash) (a "**TPS**") in connection with delivery or catering services related to your Store (recognizing that though the TPS may pay you an amount equal to the purchase price charged to the customer less a commission, other fees, and any discounts, credits, or coupons applied to that order, such commission, fees, discounts, credits, and coupons will not be deducted from your Net Sales). Net Sales will not include (a) the initial sales or reloading of gift cards, (b) discounts, (c) the sale of food or merchandise for which refunds have been made in good faith to customers, (d) the discounted portion of employee meals, (e) sales, meals, use or excise tax imposed by a governmental authority directly on sales and collected from customers, provided that the amount for the tax is added to the selling price or absorbed therein and is actually paid by you to a governmental authority, (f) the sale of equipment used in the operation of the Store, or (g) tips.

3. For Co-Branded Stores, we and the Co-Branded Franchisor may both independently impose the following fees (in other words, (a) we could charge the fee and the Co-Branded Franchisor could also separately charge the same fee or (b) we could charge the fee, even if the Co-Branded Franchisor does not do so): (i) the Renewal Fee; (ii) the Ordering Support Fee; (iii) fees related to Advertising Cooperatives, brand promotions, taxes and related payments, conferences and programs, brand advisory councils, transfers, gift card and loyalty programs, loyalty apps, online ordering, purchasing programs, supply chains, insurance policies, development deadline extensions, indemnification provisions, attorneys' fees, and the reinstatement of franchises; and (iv) any other fees that are brand-specific or relate to costs that may be separately incurred by us and/or the Co-Branded Franchisor. All other fees will be charged by (x) us or the Co-Branded Franchisor, but not both or (y) jointly by both us and the Co-Branded Franchisor (and split between the two of us).

ITEM 7 ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT:

TRADITIONAL STORE WITHOUT A DRIVE THRU

Type of Expenditure	Amount of Expenditure		Method of Payment	When Payments Are Due	To Whom Payment Will Be Made
	Low	High			
Initial Franchise Fee[1]	$35,500	$35,500	Lump sum	At signing of Franchise Agreement	Us
Construction and Build Out Costs[2]	$194,600	$395,000	As incurred	Before opening	Contractors
Permitting[3]	$500	$8,500	As incurred	Before opening	Government agencies
Equipment Package[4]	$34,000	$148,000	Lump sum	Before opening	Vendors
Millwork[5]	$14,000	$16,000	As incurred	Before opening	Contractors
Furniture[6]	$950	$4,000	As incurred	Before opening	Vendors
Menu Board, Graphics, and Interior Signage[7]	$2,000	$10,000	As incurred	Before opening	Vendors
Exterior Signage[8]	$6,500	$15,800	Lump sum	Before opening	Vendors
Computer System[9]	$8,600	$24,000	As incurred	Before opening	Vendors
TV/Music[10]	$0	$3,500	As incurred	Before opening	Vendors
Architect/Engineer[11]	$11,000	$19,000	As incurred	Before opening	Architect
Rent [12]	$4,000	$10,000	Monthly	As arranged	Lessors
Grand Opening Marketing[13]	$10,000	$12,000	As incurred	Before opening	Vendors
Legal and Accounting Fees[14]	$5,000	$10,000	As incurred	Before opening	Lawyers and accountants
Insurance[15]	$1,500	$7,800	As incurred	Before opening	Insurance companies
Misc. Opening Costs/Office Supplies[16]	$9,000	$14,000	As incurred	Before opening	Vendors

Type of Expenditure	Amount of Expenditure		Method of Payment	When Payments Are Due	To Whom Payment Will Be Made
	Low	High			
Security Deposits[17]	$0	$15,000	As incurred	As incurred	Utility companies; lessors
Training and Support Fees[18]	$0	$7,500	As incurred	As incurred	Us
Travel and Living Expenses during Training[19]	$10,000	$25,000	As incurred	Before opening	Airlines, hotels and restaurants
Opening Inventory[20]	$5,000	$10,000	As incurred	Before opening	Vendors
Additional Funds - 3 Months[21]	$15,000	$40,000	As incurred	As incurred	Us, employees, vendors, etc.
Total Initial Investment[22]	**$367,150**	**$830,600**			

YOUR ESTIMATED INITIAL INVESTMENT:

TRADITIONAL STORE WITH A DRIVE THRU

Type of Expenditure	Amount of Expenditure		Method of Payment	When Payments Are Due	To Whom Payment Will Be Made
	Low	High			
Initial Franchise Fee[1]	$35,500	$35,500	Lump sum	At signing of Franchise Agreement	Us
Construction and Build Out Costs[2]	$260,000	$463,000	As incurred	Before opening	Contractors
Permitting[3]	$500	$17,500	As incurred	Before opening	Government agencies
Equipment Package[4]	$70,000	$105,300	Lump sum	Before opening	Vendors
Millwork[5]	$34,000	$49,000	As incurred	Before opening	Contractors
Furniture[6]	$950	$5,850	As incurred	Before opening	Vendors
Menu Board, Graphics, and Interior Signage[7]	$2,000	$3,500	As incurred	Before opening	Vendors
Exterior Signage[8]	$16,500	$58,500	Lump sum	Before opening	Vendors
Computer System[9]	$8,600	$24,000	As incurred	Before opening	Vendors
TV/Music[10]	$0	$3,500	As incurred	Before opening	Vendors
Architect/Engineer[11]	$6,000	$17,500	As incurred	Before opening	Architect
Rent [12]	$4,000	$10,000	Monthly	As arranged	Lessors

Type of Expenditure	Amount of Expenditure		Method of Payment	When Payments Are Due	To Whom Payment Will Be Made
	Low	High			
Grand Opening Marketing[13]	$10,000	$12,000	As incurred	Before opening	Vendors
Legal and Accounting Fees[14]	$5,000	$10,000	As incurred	Before opening	Lawyers and accountants
Insurance[15]	$1,500	$7,800	As incurred	Before opening	Insurance companies
Misc. Opening Costs/Office Supplies[16]	$9,000	$14,000	As incurred	Before opening	Vendors
Security Deposits[17]	$0	$15,000	As incurred	As incurred	Utility companies; lessors
Training and Support Fees[18]	$0	$7,500	As incurred	As incurred	Us
Travel and Living Expenses during Training[19]	$10,000	$25,000	As incurred	Before opening	Airlines, hotels and restaurants
Opening Inventory[20]	$5,000	$10,000	As incurred	Before opening	Vendors
Additional Funds - 3 Months[21]	$15,000	$40,000	As incurred	As incurred	Us, employees, vendors, etc.
Total Initial Investment[22]	**$493,550**	**$934,450**			

YOUR ESTIMATED INITIAL INVESTMENT: ***NON-TRADITIONAL STORE***

Type of Expenditure	Amount of Expenditure		Method of Payment	When Payments Are Due	To Whom Payment Will Be Made
	Low	High			
Initial Franchise Fee[1]	$35,500	$35,500	Lump sum	At signing of Franchise Agreement	Us
Construction and Build Out Costs[2]	$93,000	$228,150	As incurred	Before opening	Contractors
Permitting[3]	$500	$6,000	As incurred	Before opening	Government agencies
Equipment Package[4]	$29,000	$92,430	Lump sum	Before opening	Vendors
Millwork[5]	$12,100	$19,300	As incurred	Before opening	Contractors
Menu Board, Graphics, and Interior Signage[7]	$1,500	$12,000	As incurred	Before opening	Vendors

Type of Expenditure	Amount of Expenditure		Method of Payment	When Payments Are Due	To Whom Payment Will Be Made
	Low	High			
Exterior Signage[8]	$3,000	$7,000	Lump sum	Before opening	Vendors
Computer System[9]	$8,600	$24,000	As incurred	Before opening	Vendors
TV/Music[10]	$0	$2,000	As incurred	Before opening	Vendors
Architect/Engineer[11]	$9,000	$18,000	As incurred	Before opening	Architect
Rent [12]	$2,000	$10,000	Monthly	As arranged	Lessors
Grand Opening Marketing[13]	$10,000	$12,000	As incurred	Before opening	Vendors
Legal and Accounting Fees[14]	$5,000	$10,000	As incurred	Before opening	Lawyers and accountants
Insurance[15]	$1,500	$7,800	As incurred	Before opening	Insurance companies
Misc. Opening Costs/Office Supplies[16]	$9,000	$14,000	As incurred	Before opening	Vendors
Security Deposits[17]	$0	$15,000	As incurred	As incurred	Utility companies; lessors
Training Fees[18]	$0	$7,500	As incurred	As incurred	Us
Travel and Living Expenses during Training[19]	$10,000	$25,000	As incurred	Before opening	Airlines, hotels and restaurants
Opening Inventory[20]	$5,000	$10,000	As incurred	Before opening	Vendors
Additional Funds - 3 Months[21]	$10,000	$25,000	As incurred	As incurred	Us, employees, vendors, etc.
Total Initial Investment[22]	**$244,700**	**$580,680**			

YOUR ESTIMATED INITIAL INVESTMENT: *FOOD TRUCK*

Type of Expenditure	Amount of Expenditure		Method of Payment	When Payments Are Due	To Whom Payment Will Be Made
	Low	High			
Initial Franchise Fee[1]	$10,500	$10,500	Lump sum	At signing of Franchise Agreement	Us
Truck Costs[23]	$76,900	$135,000	As incurred	Before opening	Contractors
Permitting[3]	$500	$2,500	As incurred	Before opening	Government agencies

Type of Expenditure	Amount of Expenditure		Method of Payment	When Payments Are Due	To Whom Payment Will Be Made
	Low	High			
Equipment Package[4]	$10,150	$12,000	Lump sum	Before opening	Vendors
Menu Board, Graphics, and Interior Signage[7]	$250	$1,500	As incurred	Before opening	Vendors
Computer System[9]	$7,000	$13,000	As incurred	Before opening	Vendors
Grand Opening Marketing[13]	$1,000	$5,000	As incurred	Before opening	Vendors
Legal and Accounting Fees[14]	$5,000	$10,000	As incurred	Before opening	Lawyers and accountants
Insurance[15]	$1,500	$7,800	As incurred	Before opening	Insurance companies
Misc. Opening Costs/Office Supplies[16]	$3,000	$7,000	As incurred	Before opening	Vendors
Training and Support Fees [18]	$0	$5,000	Lump sum	Before opening	Us
Travel and Living Expenses during Training[19]	$1,000	$7,500	As incurred	Before opening	Airlines, hotels and restaurants
Opening Inventory[20]	$3,000	$5,000	As incurred	Before opening	Vendors
Additional Funds - 3 Months[21]	$10,000	$25,000	As incurred	As incurred	Us, employees, vendors, etc.
Total Initial Investment[22]	**$129,800**	**$246,800**			

YOUR ESTIMATED INITIAL INVESTMENT: *ROBOTIC KIOSK*

Type of Expenditure	Amount of Expenditure		Method of Payment	When Payments Are Due	To Whom Payment Will Be Made
	Low	High			
Initial Franchise Fee[1]	$9,250	$9,250	Lump sum	At signing of Franchise Agreement	Us
Construction and Build Out Costs[2]	$5,000	$25,000	As incurred	Before opening	Contractors
Permitting[3]	$500	$2,500	As incurred	Before opening	Government agencies
Equipment Package[4]	$125,000	$125,000	Lump sum	Before opening	Us or Our Affiliate

Type of Expenditure	Amount of Expenditure		Method of Payment	When Payments Are Due	To Whom Payment Will Be Made
	Low	High			
Menu Board, Graphics, and Interior Signage[7]	$4,250	$11,000	As incurred	Before opening	Vendors
Computer System[9]	$1,000	$5,000	As incurred	Before opening	Vendors
Grand Opening Marketing[13]	$1,000	$5,000	As incurred	Before opening	Vendors
Legal and Accounting Fees[14]	$5,000	$10,000	As incurred	Before opening	Lawyers and accountants
Insurance[15]	$1,500	$7,800	As incurred	Before opening	Insurance companies
Misc. Opening Costs/Office Supplies[16]	$3,000	$7,000	As incurred	Before opening	Vendors
Training and Support Fees [18]	$500	$1,500	Lump sum	Before opening	Blendid
Travel and Living Expenses during Training[19]	$1,000	$7,500	As incurred	Before opening	Airlines, hotels and restaurants
Opening Inventory[20]	$3,000	$5,000	As incurred	Before opening	Vendors
Additional Funds - 3 Months[21]	$10,000	$25,000	As incurred	As incurred	Us, employees, vendors, etc.
Total Initial Investment[22]	**$170,000**	**$246,550**			

YOUR ESTIMATED INITIAL INVESTMENT: *AUNTIE ANNE'S CO-BRANDED STORE* [25]

Type of Expenditure	Amount of Expenditure		Method of Payment	When Payments Are Due	To Whom Payment Will Be Made
	Low	High			
Initial Franchise Fee[1]	$71,000	$71,000	Lump sum	At signing of Franchise Agreement	Us
Construction and Build Out Costs[2]	$175,000	$487,000	As incurred	As arranged	Contractors
Permitting[3]	$3,600	$12,000	As incurred	Before opening	Government agencies
Equipment Package[4]	$60,000	$166,000	Lump sum	Before opening	Vendors

Type of Expenditure	Amount of Expenditure		Method of Payment	When Payments Are Due	To Whom Payment Will Be Made
	Low	High			
Millwork[5]	$20,000	$22,000	As incurred	Before opening	Contractors
Furniture[6]	$0	$2,500	As incurred	Before opening	Vendors
Menu Board, Graphics, and Interior Signage[7]	$20,000	$22,000	As incurred	Before opening	Vendors
Exterior Signage[8]	$8,500	$15,000	Lump sum	Before opening	Vendors
Computer System[9]	$6,000	$24,000	As incurred	Before opening	Vendors
Smallwares[10]	$8,500	$9,500	As incurred	Before opening	Vendors
Architect/Engineer[11]	$8,000	$18,000	As incurred	Before opening	Architect
Rent[12]	$4,000	$10,000	Monthly	As arranged	Lessors
Grand Opening Marketing[13]	$5,000	$15,000	As incurred	Before opening	Vendors
Legal and Accounting Fees[14]	$7,000	$12,000	As incurred	Before opening	Lawyers and accountants
Insurance[15]	$1,525	$7,900	As incurred	Before opening	Insurance companies
Misc. Opening Costs/Office Supplies[16]	$13,000	$25,000	As incurred	Before opening	Vendors
Security Deposits[17]	$0	$15,000	As incurred	As incurred	Utility companies; lessors
Training and Support Fees [18]	$0	$3,500	As incurred	Before opening	Us
Travel and Living Expenses during Training[19]	$7,000	$15,000	As incurred	Before opening	Airlines, hotels and restaurants
Opening Inventory[20]	$11,000	$14,000	As incurred	Before opening	Vendors
Additional Funds - 3 Months[21]	$15,000	$51,000	As incurred	As incurred	Us, employees, vendors, etc.
Total Initial Investment[22, 25]	**$444,125**	**$1,016,900**			

Explanatory Notes:

The chart above provides an estimate of your initial investment for one Store. The charts should be read in conjunction with the following notes.

You should review this information, including the footnotes, carefully, conduct your own investigation and seek the help of qualified advisors before making any decision about an initial investment in a Store.

None of these fees or payments are refundable unless otherwise noted below.

1. Initial Franchise Fee. See Item 5. For Auntie Anne's Co-Branded Stores, the Initial Franchise Fee estimate includes both the Initial Franchise Fee paid to us ($35,500) and the initial franchise fee paid to Auntie Anne's under the Auntie Anne's® Franchise Agreement for the right to operate an Auntie Anne's® franchise ($35,500).

2. Construction and Build Out Costs. This estimate includes fees paid to a general contractor you engage to build out the Store to meet our Standards (and for a Co-Branded Store, the standards of the Co-Branded Franchisor too). Leasehold improvements include but are not limited to HVAC, electrical, carpentry, floor covering, and painting. The cost of a general contractor will vary widely depending on the size and condition of the premises, whether or not there are any existing and comparable leasehold improvements in the premises, the extent and quality of improvements you desire over and above our minimum requirements, your landlord's cash contribution to the cost of the improvements, and the local costs of material and labor. In certain major metropolitan markets such as Boston, Chicago, New York, Los Angeles, San Francisco, Seattle, and Washington, D.C., costs could be significantly higher than the estimates provided here due to local market rates for materials and labor. This estimate does not include leasehold improvements for new free-standing buildings or new free-standing buildings with a drive-thru, except for the estimate for an Auntie Annes' Co-Branded Store (which is based on an endcap or free-standing location with a drive-thru).

   For a Robotic Kiosk, the low estimate assumes you have access to an already constructed and working commissary with access to a sink, refrigeration, and prep space and the high estimate assumes that you must purchase sinks and refrigeration equipment for and outfit such prep space, including installing plumbing and electrical lines, in addition to modifications to the space where the Blendid Kiosk will be located.

   You may be able to negotiate tenant improvement allowances from your landlord. The estimate is presented net of estimated tenant improvement allowances. For the low estimate, we estimated a tenant improvement allowance of $37,000, which is approximately the average tenant improvement allowance that our franchisees have reported to us. For the high estimate, we assumed that a tenant improvement allowance was not available.

3. Permitting. This estimate includes the cost of acquiring construction permits, including permit fees. Your costs will vary depending upon your Store's location. In some markets, the costs of required permits may significantly exceed our estimates.

4. Equipment Package. You must purchase or lease from an Approved Supplier certain equipment (like kitchen equipment) and machinery that complies with our Standards (and for a Co-Branded Store, the standards of the Co-Branded Franchisor too). Your actual costs will vary depending on a number of factors including, without limitation, building codes and health requirements of the state where your Store is located. As we expand our menu to offer a broader array of food items, we may require you to purchase additional

equipment after opening, such as an oven, cold case storage, and additional juicing equipment. These purchases may increase your costs.

If you operate a Robotic Kiosk, you must purchase a Blendid Kiosk from us or our affiliates. The Blendid Kiosk will include a 8' by 8' kiosk that is equipped with the robotic equipment, blenders, computer systems (other than back office computers), digital menu boards, and POS ordering tablets that are necessary to operate the Robotic Kiosk.

5. Millwork. You will incur expenses for millwork at the Store, w which may include the cost of purchasing cabinets and counters from Approved Suppliers and installing them in the Store.

6. Furniture. You must purchase from Approved Suppliers furniture that meets our Standards, such as tables, chairs, and office furniture.

7. Menu Board, Graphics, and Interior Signage. This estimate includes the cost of purchasing digital and/or static menu boards and interior signage from Approved Suppliers. The cost will vary based on the size of your Store. For the Robotic Kiosk, this includes the graphics wrap for the Blendid Kiosk and any interior signage within the space.

8. Exterior Signage. You must purchase exterior signage from Approved Suppliers. The cost of your exterior sign will vary depending on the size, color, quantity and backlit channel letters of the sign and other specifications as we require. If you operate a drive-thru, the cost of your drive-thru menu board and ordering kiosk is included in this estimate. If you operate a Robotic Kiosk, the cost of an optional sign that would appear on the exterior of the premises in which your Blendid Kiosk is located is included in this estimate.

9. Computer System. You must purchase, lease, and/or license and install at the Store the POS System, computer systems, mobile hardware, software, online ordering platform, associated computer hardware, telephone lines, network connections, communications equipment, high speed internet access (e.g. DSL or cable), credit card, gift card and loyalty card processing equipment, and other equipment that we require from time to time (collectively, the "**Computer System**"). The Computer System currently includes a back-office PC, one monitor, one back-office multi-function printer, between one and four POS System terminals (between one and two terminals for a Food Truck), one firewall device, a dedicated iPad® or Windows® tablet/computer, and one POS System server in addition to other related software, phone and network connections, and equipment. You may also be required to purchase training software from a vendor that we designate. For Co-Branded Stores, the Computer System that we require meets both our and the Co-Branded Franchisor's standards. For Robotic Kiosks, the POS System is included in the equipment package that includes the Blendid Kiosk, but you may need to purchase a PC, monitor, printer, and tablet for certain back office functions.

10. TV/Music. We may require you to install televisions and audio equipment in the Store and to enter into subscriptions for television and audio services.

11. Architect/Engineer. You must engage a licensed architect that we accept in writing and licensed engineers (e.g., mechanical, electrical, plumbing, or structural engineers) as necessary to draft standard construction plans for your Store. Your costs will vary depending upon the location of the Store, its condition, and the need for additional designs, plans, and drawings, if applicable.

12. Rent. The figures in the table reflect our estimates for leasing the Store premises and include only one month of rent. Typical locations include areas with high visibility in high-traffic urban and suburban areas. Traditional and Non-Traditional Stores typically occupy 1,000 to 1,500 square feet. If you operate a Food Truck you must rent space for a commissary. In some instances, we may allow you to use your Store as a commissary. A typical Auntie Anne's Co-Branded Store occupies about 1,650 square feet of space.

    If you operate a Robotic Kiosk, you must rent space for the Blendid Kiosk in a Non-traditional Location, in addition to a space in the same premises where you can maintain 48 cubic feet of freezer storage, 24 cubic feet of refrigerator storage, and 48 cubic feet of dry storage and a 3-compartment sink. The Blendid Kiosk requires a 10' wide by 12' deep space with access to electrical connections, a water line, and a floor drain.

    Your rent will depend on the site's size, condition, visibility, accessibility, and location, local market conditions, demand for the premises among prospective lessees, and the arrangement you negotiate with the landlord. In certain major metropolitan markets such as Boston, Chicago, New York, Los Angeles, San Francisco, Seattle, and Washington, D.C. and in certain other high demand districts, prevailing market rents could be significantly higher than the high estimate. Because of the wide variation in lease rates for retail space, you should consult with a local commercial real estate broker to get a more accurate estimate of costs in your market.

    If you choose to instead purchase real estate, we are unable to estimate the total cost of purchasing suitable premises for your Store or the amount of any down payment that would be required.

13. Grand Opening Marketing. You must conduct a grand opening advertising campaign with the opening of your Store. You must pay all costs of the grand opening, including publicity costs, promotional costs, plus the full cost of any price reductions or other customer inducements. Costs may vary depending on your market and the type of advertising used, however, you must spend on grand opening advertising a minimum of $10,000 ($1,000 for a Food Truck or a Robotic Kiosk, $5,000 for a Co-Branded Store in an Other Location, and $15,000 for a Co-Branded Store in a Streetside Location). "**Streetside Locations**" include freestanding, inline, and endcap locations on city streets or in shopping centers (including power centers, lifestyle centers, and strip centers, but excluding malls (enclosed and open air) and outlet malls and centers). "**Other Locations**" include all locations other than Streetside Locations, include all locations other than Streetside Locations, including airports, amusement parks, big box stores, casinos, colleges, convenience stores, farmer's markets, military bases, malls (enclosed and open air), outlet malls and centers, sports and entertainment venues, train stations, transportation centers, travel plazas, truck stops, universities, zoos, and delivery or ghost kitchens. You must obtain our written approval for the grand opening advertising plan at least 30 days prior to your grand opening.

14. Legal and Accounting Fees. This estimate includes the cost of legal and accounting fees that you may incur in establishing your business. Such expenses may include fees payable to attorneys and accountants that you will need to use for the review of this Disclosure Document and the related agreements (and for Co-Branded Stores, the cost to review the Franchise Disclosure Document and related agreements for the Co-Branded

Franchise; and for Robotic Kiosks, the cost to review the Blendid Agreement), as well as for entity formation and lease negotiation.

15. Insurance. You must obtain and maintain during the term of your Franchise Agreement, at your expense, a comprehensive business insurance program, including property, commercial general liability, automobile liability, business property, umbrella, workers' compensation, employment practices liability, cyber liability, and (if you serve alcohol) dram shop liability insurance. The types and minimum amounts of insurance coverage that we currently require are described in Section 13.2 of the Franchise Agreement but are subject to change. We may obtain a master insurance policy on behalf of the System for certain types of coverage and require you to pay all or a portion of your proportionate share of coverage under the master policy to us or our Approved Supplier. This figure estimates the cost of your insurance premiums for your first year of operation based on our minimum requirements. Your cost of insurance will vary depending on your Store location, the claims experience of commercial businesses in your area, and your prior insurance claim experience. You should be aware that this cost may increase in the future if we exercise our right to require you to obtain insurance with higher policy limits.

16. Misc. Opening Costs/ Office Supplies. This includes office supplies and other miscellaneous opening expenses, such as utility costs, business licenses and permits, opening assistance, and the cost of training your employees.

17. Security Deposits. This estimate includes the cost of deposit expenses to obtain utility services, which includes deposits to initiate telephone, gas, electricity, water, and other services. These costs will vary due to municipality requirements, local provider requirements, and your creditworthiness. These deposits are generally refundable depending on the provider's policies. This estimate does not include any security deposit under any lease for the Store.

18. Training and Support Fees. If we provide the Management Training Program to you for your third or subsequent Stores or if you are purchasing an existing Store and are not an existing franchisee, you must pay us a fee of $2,500 for the Management Training Program. For your third and subsequent Stores (including Stores operated by your affiliates), if we, in our sole discretion, provide on-site training or assistance (at your request or because we determine such assistance is necessary), you must pay us our then-current On-Site Training and Assistance Fee (currently, up to $500 per trainer per day, plus their travel and living expenses). The high estimate for Co-Branded Stores includes the cost of one of our trainers traveling to provide one week of such on-site training and assistance.

    If you operate a Robotic Kiosk, we will not provide on-site, but you may be required to pay a training fee to Blendid for its training program.

19. Travel and Living Expenses during Training. This estimate is for the cost of two to three people to attend the Management Training Program for approximately three weeks. You are responsible for the travel and living expenses, wages, and other expenses incurred by your trainees during the program. Your actual cost will depend on your point of origin, method of travel, class of accommodations, and dining choices. For Co-Branded Stores, this estimate includes the cost of attending both our training and the initial training provided by the Co-Branded Franchisor. For Robotic Kiosks, this estimate includes the cost of attending both our training and the training provided by Blendid.

20. Opening Inventory. You must purchase an opening inventory of beverages, food products, cleaning supplies, paper products, and other products, which will vary in cost based on the size, location, and projected sales of your Store.

21. Additional Funds – 3 Months. This estimates the additional funds you may need to cover expenses you will incur before your Store opens and in its first three months of operation. These expenses may include, without limitation, employee salaries, wages, and benefits, payroll taxes (including payroll to cover the pre-opening training period for your staff), Royalty Fees, Advertising Contributions, ongoing fees due to the Co-Branded Franchisor (if you operate a Co-Branded Store), the annual fee for the Learning Management System, additional advertising expenses, additional inventory, miscellaneous supplies and equipment, rent, bank charges, state tax and license fees, deposits, prepaid expenses, Blendid service fees (for the Robotic Kiosk only), and other miscellaneous items. We have based these figures on our experience franchising Stores and our affiliate's experience opening and operating Stores. You may incur other categories of expenses or expenses in excess of this estimate.

22. Total Initial Investment. These figures are based on our experience franchising Stores and our affiliate's experience opening and operating Stores. Your actual investment and expenditures and initial cash outlay may vary from the amounts shown if you choose to purchase your Store, if you choose to build a larger or smaller Store than our standard design, or if your Store is located in an expensive market. Stores located in non-traditional venues like office buildings, hospitals, stadiums or university food service facilities will likely experience lower initial investment expenditures than Stores in traditional locations like malls or strip centers.

23. Truck Costs. If you operate a Food Truck, you must purchase a truck from an Approved Supplier and must customize the interior and exterior unit to comply with our Standards. This estimate includes the cost of exterior signage. This estimate assumes that you are purchasing the truck and do not finance the purchase.

24. Co-Branded Stores. The figures in the Co-Branded Store table have been prepared by us, after consultation with the Co-Branded Franchisor, and are based on our and their experiences franchising our respective franchises and our and their standards for co-branded locations. The estimate includes all of the costs necessary to purchase, develop, and begin operating a Co-Branded Store, including the costs to acquire an Auntie Anne's® franchise and to construct and outfit the Co-Branded Store in accordance with our and the Co-Branded Franchisor's standards for such a co-branded location.

We do not offer direct or indirect financing to franchisees for any of these items. The availability and terms of financing will depend on factors like the availability of financing generally, your credit worthiness, collateral you pledge, policies of your lending institution, and economic conditions in your area.

YOUR ESTIMATED INITIAL INVESTMENT: MULTIPLE STORES UNDER MULTI-UNIT ADDENDUM

Type of Expenditure	Amount of Expenditure		Method of Payment	When Due	To Whom Payment is to be Made
	Low	High			
Initial Franchise Fee[1]	$106,500	$355,000	Lump Sum	At signing of Franchise Agreement	Us
TOTAL (Excluding any costs associated with developing individual Stores)[2]	$106,500	$355,000			

EXPLANATORY NOTES:

Note 1: See Item 5 for a description of the Initial Franchise Fee. Upon signing the Multi-Unit Addendum, you will be required to sign Franchise Agreements for the number of Stores that you commit to develop and to pay the Initial Franchise Fee for each committed Store in a lump sum. This estimate assumes that you will commit to develop between three and ten Traditional Stores. If you commit to develop more Traditional Stores, the total Initial Franchise Fee will increase by $35,500 per Store. If you commit to develop other Store formats, the Initial Franchise Fee will vary based on the number and type of Stores that you commit to develop. The Initial Franchise Fees are not refundable.

Note 2: We do not offer financing, directly or indirectly, for any part of the initial investment. For each Store that you develop pursuant to a Multi-Unit Addendum, you will execute a Franchise Agreement and incur the initial investment expenses for the development of a single Store as described in the previous tables in this Item 7, excluding the Initial Franchise Fee, which is already covered in Note 1 for Traditional Stores.

ITEM 8 RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Required Purchases. We have the right to require that Approved Products, other products, Proprietary Ingredients, supplies (including chemicals), furniture, fixtures, equipment, and services (collectively, **"Goods"**) that you purchase for resale or purchase or lease for use in your Store: (i) meet specifications that we establish from time to time; (ii) be a specific brand, kind, or model; (iii) be purchased or leased only from Approved Suppliers; (iv) be purchased or leased only from a single source that we designate (which may include us or our affiliates or a buying cooperative organized by us or our affiliates); and/or (v) be purchased as part of a purchasing program, arrangement, or contract that we negotiate or specify. We may add or change Approved Suppliers at any time.

You must purchase all of your requirements of Proprietary Ingredients, Proprietary Products, and proprietary uniforms, signs, menu boards, smallwares, materials, supplies, paper goods, equipment, and packaging (collectively, the **"Proprietary Goods"**) from us, our affiliates, or our designated Approved Suppliers. The Proprietary Goods include printed paper, paper products, and plastic products bearing our Proprietary Marks (including, for example, dishes, containers,

cartons, bags, napkins, and packaging supplies). We may require you to purchase certain trademarked product lines consisting of t-shirts, apparel, mugs and other merchandise and products bearing the Proprietary Marks ("**Trademarked Product Lines**") from us, our affiliates, or our designated Approved Suppliers. In addition, if we conduct test marketing to determine consumer trends and the salability of new food or non-food products and services, you may be required to purchase a reasonable quantity of test products we specify from designated Approved Suppliers.

For any proposed site, we may require you to obtain a site selection analysis from an Approved Supplier, which may include an analysis of such factors as traffic patterns, demographics and competitors within the market. As you design and construct your Store, you must hire an architect that we accept in writing to prepare your plans and make any necessary changes to our standard layout and specifications. In addition, you must hire a licensed and insured general contractor that we accept to complete the build-out of your Store. Our acceptance of your architect or general contractor will not in any way be our endorsement of your architect or general contractor or render us liable for your architect's or general contractor's performance. When you refresh or remodel your Store, we may require you to obtain, at your expense, a site survey and design solution from us, our affiliates, or a designated vendor.

You must purchase and install, at your expense, all fixtures, furnishings, equipment (including a Computer System), décor and signs, as we direct. If we modify our menu, we may require you to purchase additional equipment to prepare and store new menu items. You may not install on or about your Store any merchandise, furnishings, interior or exterior décor items, supplies, fixtures, equipment or utensils unless they have been approved by us in writing. You must purchase these items only from an Approved Supplier unless we specify otherwise.

You are required to purchase most of the components of the Computer System that we specify from Approved Suppliers. Currently, we have Approved Suppliers for our POS System and for certain software that you must use in your Store, including security services software and the Learning Management System. We also require you to use designated Approved Suppliers to provide credit card data and security services. If we require you to use any proprietary software or to purchase any software from a designated vendor, you must execute any software license agreements that we or the licensor of the software require and any related software maintenance agreements. We may require you to maintain certain network connections, which may include using an Internet Service Provider or other communications provider that we approve or designate. Currently, we require you to obtain POS System support services from our affiliate. We may require you to maintain other support service contracts and/or maintenance service contracts from us, our affiliates, or designated Approved Suppliers.

We require you to accept major credit cards (Visa, MasterCard, American Express, and Discover) for customer purchases, participate in our Gift Card and Loyalty Programs, and participate in our in-shop mobile and online ordering program. These programs may require that you invest in additional equipment and incur fees from the credit card processing vendors, gift card processing vendors, and other hardware and software vendors that we designate.

We require you to purchase and maintain specific types of insurance coverage that we specify in the Franchise Agreement and the Manuals from insurance companies that meet our minimum Standards. Currently, you must obtain and maintain the following policies (with the minimum coverage amounts in parentheticals): (i) comprehensive general liability insurance, including products and completed operations coverage ($1,000,000 per occurrence and $2,000,000 in the aggregate, with a maximum $5,000 deductible per occurrence); (ii) dram shop liability (if you serve

alcohol) ($1,000,000 per occurrence and $2,000,000 in the aggregate); (iii) statutory workers' compensation insurance with employer's liability insurance ($500,000 minimum); (iv) automobile liability insurance ($1,000,000 combined single limit); (v) "follow form" umbrella/excess liability policy ($2,000,000 per occurrence and in the aggregate more than (i) to (iv) (excluding workers' compensation but including employer's liability insurance)); (vi) business property insurance (with coverage for all property and business income and certain risk, coinsurance, and flood coverage requirements); (vii) employment practices liability insurance, including third-party coverage ($1,000,000 per employee and $1,000,000 per accident); (viii) cyber liability insurance ($1,000,000 minimum); and (ix) any other state-required insurance.

All insurance policies must name us and others we designate as additional insureds. If you obtain a claims made policy, you must provide a tail coverage for at least one year after the closure of the Store or expiration of termination of the Franchise Agreement. You must provide us with evidence of your insurance coverage before you begin operations at your Store, upon annual renewal of your insurance, and otherwise within 10 days of our demand for proof. We reserve the right to obtain a master insurance policy on behalf of the System for certain types of coverage and require you to pay all or a portion of your proportionate share of coverage to under the master policy to us or our Approved Supplier.

You must purchase your local marketing materials from an Approved Supplier that we have designated using their online fulfillment center. All franchisees are charged for the cost of the materials they order in addition to a handling charge.

Currently, except as otherwise detailed above, you may purchase the remainder of the Goods that you use in your Store from any source, as long as the Supplier and the Goods meet our minimum Standards. We may designate any Supplier as ineligible to supply Goods to you in our sole discretion. Further, we may designate one or more Approved Suppliers for any Goods upon written notice to you.

We or Our Affiliates as Approved Suppliers. Except as set forth in this subsection, neither we nor our affiliates are currently Approved Suppliers for any Goods that you are required to purchase or lease.

Currently, JJ is the sole supplier of hosting services for certain back-office software network security services for all Stores and help desk support for Traditional Stores. JJ also currently administers our gift card program, but in the future we may enter into an agreement with a third party (or another affiliate) for administration and issuance of our gift card program. In addition, FBRI currently administers a gift card program for all Focus Brands concepts, in which we also participate.

FSC provides supply chain, quality assurance, distribution, and logistics services to franchisees and FBRI may be designated to administer our gift card program, but these affiliates are currently not Approved Suppliers for any Goods. We and our affiliates reserve the right to become an Approved Supplier or the only Approved Supplier for any Goods in the future.

If you purchase a Robotic Kiosk, you must purchase the Blendid Kiosk directly from us.

Interest in Approved Suppliers. Except through an interest in us or our affiliates, none of our officers owns any interest in any Suppliers with whom you must or are recommended to do business.

Approval Process. If you would like to offer products or use any Goods that we have not approved or to purchase or lease from a Supplier that we have not approved, you must submit a written request for approval and provide us with any information that we request. We have the right to inspect the proposed Supplier's facilities and test samples of the proposed Goods. We have the right to grant, deny, or revoke approval of Goods or Suppliers based solely on our judgment. We will notify you in writing of our decision as soon as practicable following our evaluation. If you do not receive our approval within 90 days after submitting all of the information that we request, our failure to respond will be deemed a disapproval of the request. The products and services that we approve for you to offer in your Store may differ from those that we permit or require to be offered in other Stores.

Before we approve a Supplier, we will require the following, among other things: (i) the Supplier must demonstrate that it is able to supply the item to you in accordance with our Standards, including our Standards as to the artwork and text on the items; (ii) if the Supplier is to receive access to any of our Confidential Information (defined below), Trade Secrets (defined below), or intellectual property, including, logos, the Supplier must sign a confidentiality agreement and/or our standard form license agreement we prepare; (iii) the Supplier must demonstrate that it is in good standing in the business community with respect to its financial soundness and the reliability of its products or services; and (iv) the Supplier must sign all agreements we require our Suppliers to sign at that time.

We may reinspect the facilities and Goods of any Approved Supplier and revoke approval of the Goods or Supplier if any fail to meet any of our then-current criteria. If you receive a notice of revocation of approval, you must cease purchasing or leasing the formerly-approved Goods or any Goods from the formerly-approved Supplier and you must dispose of your remaining inventory of the formerly approved Goods as we direct. If we revoke approval of an Approved Product that you have been selling to customers or service that you have been using or offering to customers, you must immediately discontinue using or offering the service and may continue to sell the formerly-approved product only from your existing inventory for up to 30 days following our disapproval. We have the right to shorten this period if, in our opinion, the continued sale of the product would prove detrimental to our reputation. After the 30-day period, or such shorter period that we may designate, you must dispose of your remaining inventory of the formerly-approved product as we direct.

Issuance of Standards and Specifications. We have established Standards for many of the Goods that a typical Store uses or offers for sale. To the extent that we establish Standards, require approval of Suppliers, or designate Approved Suppliers for particular Goods, we will publish our requirements in the Manuals or otherwise in writing. We may, at any time, in our discretion, change, delete, or add to any of our specifications or quality Standards. Such modifications, however, will generally be uniform for all franchisees. We will make available to you, via electronic means or otherwise, any changes to our Manuals or Standards.

Payments from Required Purchases. We and our affiliates may receive payments based on your purchases and leases, including, without limitation, from charging you for Goods we or our affiliates provide to you and from promotional allowances, volume discounts, and other payments made to us by Suppliers, distributors, or third parties. If we, our affiliates, or third parties acting under our direction arrange for manufacturers to sell the Goods directly to our Approved Suppliers to then sell them to you, then we and/or our affiliates will have the right to receive payments and other consideration from the Approved Suppliers, distributors, and/or such third parties for these sales. We or our affiliates also may derive revenue from the licensing of the Proprietary Marks to third-party manufacturers who in turn sell the products bearing the Proprietary Marks to

distributors or others, who then sell the products to our franchisees and to other third parties. We or our affiliates may also receive payments from leasing or subleasing, from time to time, any Store premises to franchisees.

We and our affiliates may use all amounts received from Suppliers, distributors, or third parties, whether or not based on your and/or other franchisees' actual or prospective dealings with them, without restriction for any purposes we or our affiliates deem appropriate.

During our fiscal year ended December 25, 2022 ("**Fiscal Year 2022**"), we received payments totaling $96,803 from Approved Suppliers.

Our affiliate, JJ receives revenue from help desk support for Traditional Stores and for network security services for all Stores. In Fiscal Year 2022, our affiliate, JJ, received (i) $572,670 in help desk support fees and network security services fees from our franchisees, (ii) $171,641 in gift card administration fees, 80% of which JJ passed on to Focus Brands, and (iii) $4,594,767 in payments from Approved Suppliers. These figures are unaudited and internally generated.

FBRI may, in the future, administer our Gift Card Program, and receive an administration fee based on the gross gift card sales made.

Currently, Focus Systems and FSC provide supply chain, quality assurance, distribution, and logistics services for our franchise system. These services include negotiating with Suppliers for the sale of Goods and Proprietary Goods to distributors who will sell and distribute these items to the franchisees, appointing one or more distributors to service our franchisees (the "**Appointed Distributors**"), and managing the inbound distribution logistics associated with direct shop delivery between distributors and franchisees. Focus Systems and FSC recover costs related to performing these services by collecting a per-case distribution fee for all cases sold by the Appointed Distributors to our franchisees and from other logistics-related programs. Focus Systems and FSC have this same arrangement with the other franchise systems within the Focus Brands Portfolio. During Fiscal Year 2022, collectively for all franchise systems within the Focus Brands Portfolio, Focus Systems and FSC together collected approximately $6,691,261 in distribution case fees and logistics savings.

Proportion of Purchases Subject to Specifications. Currently, we estimate that your purchases from Approved Suppliers and otherwise under our Standards will be about 90% of the total purchases and lease of products and services needed to establish the Store and about 95% of the total purchases and leases of products and services needed to operate a Store.

Cooperatives and Purchasing Arrangements. Currently, neither we nor JJ have arranged any purchasing and/or distribution cooperatives, associations, or programs (collectively, "**Purchasing Programs**") among our franchisees. We have the right to form Purchasing Programs at any time. If we do form a Purchasing Program, you must (i) become a member by the deadlines we specify, (ii) remain a member in good standing of the Purchasing Program throughout the term of your Franchise Agreement, and (iii) pay all reasonable membership fees assessed by any Purchasing Programs.

We may, but are not required to, use the services of a food broker to negotiate purchase arrangements, monitor Suppliers, conduct inspections, and carry out various other services related to Suppliers. Although we are not required to, we (or our food broker) may, on occasion, negotiate purchase arrangements with various Approved Suppliers, including equipment and food product manufacturers, some of which operate on a large-scale basis, regarding the purchase,

sale, pricing, and/or delivery of Goods for the Stores with the intent to benefit the System; these arrangements may affect your Store differently than other Stores. The negotiated purchasing arrangements may include special contract pricing and volume discounts. There can be no assurance that special pricing or terms will be available; any negotiated arrangements may be discontinued at any time. We may change our distribution arrangements in the future.

Our affiliate, FSC, has negotiated certain purchasing arrangements for our franchisees. You may purchase your entire requirements (or lesser amount that we may designate) of Goods used in the Stores through Appointed Distributors, taking advantage of any purchasing and logistical arrangements that we have negotiated. We may change our distribution arrangements and purchasing arrangements in the future.

Material Benefits. We provide you with no material benefits (like renewal or granting additional franchises) based upon your purchase of particular products or services or your use of designated or Approved Suppliers.

ITEM 9 FRANCHISEE'S OBLIGATIONS

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

Obligation	Section in Franchise Agreement	Section in Food Truck Schedule	Section in Robotic Kiosk Schedule	Section in Co-Branded Store Schedule	Disclosure Document Item
a. Site selection and acquisition/lease	5	Not applicable	23.G.	Not applicable	5, 6, 7, 8, 11 and 12
b. Pre-Opening purchases/leases	5, 6, 7, 10, and 12.8	23.I.	23.I.	23.D	5, 7, 8, 11, and 12
c. Site Development and other pre-opening requirements	5, 6, and 7	Not applicable	23.H. and 23.I.	23.D. and 23.E.	7,8, 11, and 12
d. Initial and on-going training	11 and Schedule A – 15,16, 17, 18, 23.A.	23.M., N., and O.	23.N. and 23.O.	23.F	11
e. Opening	6.5 and 17.2.I.	Not applicable	Not applicable	Not applicable	11
f. Fees	3, 5.4.A., 5.4.E., 5.5.B., 6.2.B., 6.5.D., 8.3, 8.6, 10.1, 10.2, 10.3, 10.4, 11, 12.2, 12.4, 12.6.C., 12.8, 12.9, 12.11, 16.3, 16.4, 16.5, 16.6, 16.8, 17.5.D., 17.5.F., 18.1, 18.2, 18.3, and 19.3	23.E., R.	23.E., 23.I., and 23.S.	Not applicable	5, 6, and 7
g. Compliance with Standards and policies/the Manuals	8 and 12	23.L.	23.M.	23.E.	8, 11, 15, and 16

Obligation	Section in Franchise Agreement	Section in Food Truck Schedule	Section in Robotic Kiosk Schedule	Section in Co-Branded Store Schedule	Disclosure Document Item
h. Trademarks and proprietary information	9 and 15	Not applicable	Not applicable	Not applicable	13 and 14
i. Restrictions on products/services offered	7 and 8	23.J.	23.K.	23.D.	8 and 16
j. Warranty and customer service requirements	Not Applicable	Not applicable	23.I. and 23.L.	Not applicable	Not applicable
k. Territorial development and sales quotas	Not Applicable	Not applicable	Not applicable	Not applicable	Not applicable
l. Ongoing product/service purchases	7, 12.8, 12.9, and 12.11	23.J.	23.I. and 23.K.	23.G.	6 and 8
m. Maintenance, appearance, and remodeling requirements	2.2.B.(i), 6, 12.5, 12.6, and 16.3.F.	23.P.	23.P.	Not applicable	11
n. Insurance	13.2,13.3, and Schedule A - 20.	Not applicable	Not applicable	Not applicable	6, 7, 8, and 11
o. Advertising	10	Not applicable	Not applicable	Not applicable	6 and 11
p. Indemnification	13.1	Not applicable	23.Q.	Not applicable	6
q. Owner's participation/ management/staffing	12.7 and Schedule A – 19.	Not applicable	23.N.	Not applicable	15
r. Records/reports	14	Not applicable	Not applicable	Not applicable	6
s. Inspections and audits	6.5, 7.3.A., 7.4, 11.5, 12.2, 12.3, 14, and 17.3.A.	Not applicable	Not applicable	23.I.	6
t. Transfer	16	23.R.	23.R. and 23.S.	23.J.	6 and 17
u. Renewal	2.2	23.C. and 23.D.	23.C., 23.D., and 23. E.	23.C.	6 and 17
v. Post-termination obligations	18	Not applicable	23.U.	Not applicable	17
w. Non-competition covenants	15 and Schedule B	Not applicable	Not applicable	Not applicable	17
x. Dispute resolution	19 and 22.5	Not applicable	Not applicable	Not applicable	6 and 17

Obligation	Section in Franchise Agreement	Section in Food Truck Schedule	Section in Robotic Kiosk Schedule	Section in Co-Branded Store Schedule	Disclosure Document Item
y. Personal Guaranty	1.4 and Schedule C	Not applicable	Not applicable	Not applicable	Not applicable

ITEM 10 FINANCING

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

We may refer you to leasing or financing companies not affiliated with us. We and our affiliates receive no fees or other financial benefits from any lender for your financing. We may engage an advisor to provide consulting services to franchisees to assist them with securing financing, and we may pay the advisor for this assistance to franchisees. We will not be responsible for the consultant's provision of services to you and if you choose to use the consultant, you must sign the consultant's form of agreement. You will not be required to participate in any financing program that we implement.

In certain, limited cases, we or our affiliates may sublease a location to a qualified franchisee. Such sublease shall be controlled by the terms of a sublease agreement that we will negotiate with you. In addition to any fees you assume as tenant under the primary lease, you must pay a monthly sublease fee as outlined in Item 6.

We participate in the SBA's Franchise Directory. We may modify the Franchise Agreement, if necessary, to comply with SBA requirements for you to participate in certain SBA loan programs.

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

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

As noted in Item 1, we have entered into a management agreement with Focus Brands for it to provide certain support and services to Jamba franchisees. Focus Brands may delegate certain of these responsibilities to JJ, the previous franchisor of Jamba® franchises. However, we remain responsible for all of the support and services required under the Franchise Agreement.

Our Pre-Opening Obligations

Before you open your Store, we will fulfill the following obligations:

1. Site Selection Review. We will review the location you select for your Store and accept it if it meets our minimum site criteria, at which point it will become the Accepted Location. You may not acquire the Accepted Location until we have accepted it. If you and we have not agreed on an Accepted Location at the time we sign the Franchise Agreement, you must select a location that complies with our site selection criteria within a geographic area that we specify. For any proposed site, we may require you to obtain a site selection analysis from an Approved Supplier, which may include an analysis of such factors as traffic patterns, demographics, and competitors within the market, and provide us with a copy of this analysis. We estimate the cost for this site selection analysis will be $2,500 to $5,000. We consider the following factors in

determining whether to accept sites: population density and demographics, traffic flow, pedestrian traffic counts, visibility, parking, access, household income, and local competition, including other Stores. There is no time limit for us to approve or disapprove of a site. (Franchise Agreement, Section 5.1)

While we may assist you in selecting a proposed site, we are not obligated to do so. We or our affiliates typically do not lease or sublease locations for Stores, but we may do so from time to time. (Franchise Agreement, Section 5.2)

We expect you to retain an independent expert to evaluate the suitability of a proposed site and to conduct your independent investigation of the site. Our acceptance of the site is based on the site satisfying our minimum site selection criteria only. (Franchise Agreement, Section 5.3)

2. Site Agreement. You must deliver a copy of the signed lease, sublease, or other rental agreement for the location (the "**Lease**") or purchase agreement for the location (the "**Purchase Agreement**" and, collectively with the Lease, the "**Site Agreement**") to us with all material terms specified therein. You will be solely responsible for negotiation of the terms of the Site Agreement and performance under the Site Agreement. We will have the right, but not the obligation, to review your Site Agreement prior to its execution to verify its compliance with our requirements. (Franchise Agreement, Section 5.4)

3. General Contractor. You must hire a licensed and insured general contractor ("**General Contractor**") to complete the build-out of your Store, and the General Contractor must be accepted by us. Our acceptance of your General Contractor will not in any way be our endorsement of your General Contractor or render us liable for your General Contractor's performance. (Franchise Agreement, Section 6.1).

4. Architectural Plans. We will provide a sample layout and specifications for the Store. You must, at your expense, employ a licensed architect that we accept in writing and licensed engineers (e.g., mechanical, electrical, plumbing, or structural engineers) as necessary to prepare your Architectural Plans. We will review your proposed architect and Architectural Plans. Our acceptance of your architect will not in any way be our endorsement of your architect or render us liable for your architect's performance or your architect's compliance with professional design standards or adherence to local codes. Our review of the Architectural Plans is limited to ensuring your compliance with our Standards and is not designed to assess structural integrity or compliance with applicable laws. After our initial review of your Architectural Plans at no cost and our review of one revised set of Architectural Plans that incorporate our required changes at no cost, we may charge a fee of $1,000 for each set of drawings we review that include any other modifications from the plans that we have previously accepted. We must accept your Architectural Plans in writing prior to you submitting them for permits and beginning construction. You may be required to periodically provide photographs of your construction progress from the time you commence construction until the time that you request our consent to open your Store. We may inspect your Store when construction is finished to make sure that it meets all of our Standards and requirements. You may not open the Store until we provide our consent in writing. (Franchise Agreement, Sections 6.2, 6.3, and 6.5)

5. Goods. We will furnish you with any specifications for Goods, to the extent that we publish such specifications for a particular Good. (Franchise Agreement, Sections 7.1. and 7.2) If you operate a Robotic Kiosk, we will arrange for Blendid to deliver and install the Blendid Kiosk to a site that you have prepared for installation (which means that any electrical or water lines and

any flooring, walls, or fixtures that will surround the kiosk are already in place). (Robotic Kiosk Schedule, Sections 23.I. and 23.J.)

6. Approved Suppliers. We will identify and provide you with a list of Approved Suppliers for all Goods required to be used in the Store. We currently are not an Approved Supplier for any Goods and are not responsible for delivering any Goods directly to you, but we reserve the right to become an Approved Supplier in the future. If we, our affiliates, and/or our Approved Suppliers cannot supply customers (including yourself and other franchisees) with the quantity and type of Goods that they request, then we will try to allocate, or cause Approved Suppliers to allocate, the available quantities and types of Goods on an equitable basis among businesses seeking to purchase the Goods. If you do not receive Goods from us, our affiliates, or our Approved Suppliers, this will not be our breach of the Franchise Agreement, nor will we, our affiliates, or our Approved Suppliers be liable to you for this. See Item 8 for additional information regarding our current Approved Suppliers. (Franchise Agreement, Section 7.1.B.)

7. Manuals and Advice. We will share with you our know-how in operating a Store and grant you electronic or other access to our Manuals and content containing the information, methods, techniques, and specifications for the operation of a Store. See "Manuals," below in this Item. (Franchise Agreement, Section 8.1)

8. Initial Training. We will provide initial training in the System and our policies and procedures to your trainees. See "Training," below in this Item. (Franchise Agreement, Section 11.A.)

9. Approve Grand Opening Materials. We will approve or disapprove, in writing, any materials that you proposed to use in grand opening advertising promoting the opening of your Store. You must obtain our written approval for the grand opening advertising plan at least 30 days prior to your grand opening. (Franchise Agreement, Section 10.1.C.)

10. Approve Opening. We will approve the opening of your Store, provided you have met your pre-opening obligations. We estimate that the typical time between signing the Franchise Agreement and opening your Store is three to 12 months for Traditional Stores, Non-Traditional Stores, and Food Trucks and two to six months for Robotic Kiosks. Factors affecting this time include attendance at, and satisfactory completion of, the Management Training Program; obtaining the Lease; obtaining all necessary permits; the completion of construction; for Food Trucks, the customization of the food truck; for Robotic Kiosks, the manufacturing of the Blendid Kiosk; the delivery and installation of equipment and supplies; and hiring and onboarding of the appropriate number of personnel for the Store.

For a Store (other than a Robotic Kiosk), you must (i) identify the Accepted Location, (ii) obtain our acceptance of the Accepted Location, (iii) sign any documentation we require to document the Accepted Location, (iv) obtain our acceptance of a Lease for the Accepted Location, and (v) sign the accepted Lease for the Accepted Location or otherwise acquire the ownership rights to the Accepted Location within 150 days after you sign the Franchise Agreement (the "**Site Approval Deadline**"). You must submit to us a complete set of final Architectural Plans and begin construction at the Accepted Location within 270 days after we sign the Franchise Agreement (the "**Construction Start Deadline**"). You must open your Store within 360 days after we sign the Franchise Agreement (the "**Opening Deadline**").

For a Robotic Kiosk, the Site Approval Deadline is 30 days after you sign the Franchise Agreement. In lieu of the Construction Start Deadline, you must (i) submit to us a complete set of final Architectural Plans, (ii) receive our written confirmation that we have accepted the Architectural Plans, and (iii) complete the preparation of the site, including installing any electrical or water lines and any flooring, walls, or fixtures that will surround the Blendid Kiosk, 30 days before the scheduled delivery date of the Blendid Kiosk to the Accepted Location (the "**Site Preparation Deadline**"). The Opening Deadline is 30 days after the delivery of the Blendid Kiosk to the Accepted Location.

We may, in our sole discretion and upon your request, grant you an extension to any of these deadlines for a fee. We may terminate your Franchise Agreement (without refunding the Initial Franchise Fee) if (i) you fail to meet the Site Approval Deadline or the applicable Construction Start Deadline (or Site Preparation Deadline for Robotic Kiosks) and fail to cure such failure within 30 days or (ii) you fail to meet the Opening Deadline. (Franchise Agreement, Section 6.5)

Obligations After Opening

During the operation of your Store, we will fulfill the following obligations:

1. Approved Suppliers. We will continue to identify Approved Suppliers and specifications for Goods to be used in your Store, to the extent that we require you to purchase such Goods from Approved Suppliers or in accordance with our specifications. (Franchise Agreement, Sections 7.1 and 7.2)

2. Review Proposed Suppliers and Goods. If you would like to offer products or use any Goods that we have not approved or to purchase or lease from a Supplier that we have not approved, you must submit a written request for approval and provide us with any information that we request, which we will review and approve or disapprove. See Item 8. (Franchise Agreement, Sections 7.3)

3. Ad Fund Management. We will manage the Ad Fund as described below in this Item. (Franchise Agreement, Section 10.3)

4. Update Standards and Manuals. We will provide you with notice of any changes to our specifications, Standards, or the Manuals. You must immediately adopt any supplements to the Manuals that we provide to you. (Franchise Agreement, Section 8.3)

5. Review Advertising. We will approve or disapprove any of your proposed Advertising and Promotional Content (as defined below) that requires our prior written approval. (Franchise Agreement, Section 10.1.B.)

6. Support Services. We will furnish you with those support services we consider advisable. We may provide these services on-site, off-site, by telephone, or through other means. Timing will depend on the availability of our personnel. (Franchise Agreement, Section 11.5)

7. Relocation Review. We will evaluate sites to which you propose to relocate your Store in accordance with the site selection criteria provisions described above in this Item. (Franchise Agreement, Section 5.5)

8. Remodeling Review. We will review and approve or disapprove your general contractor and proposed replacement designs, furniture, fixtures, equipment, and décor when you refresh or remodel your Store. (Franchise Agreement, Section 12.6)

Advertising

Our Advertising. We are not obligated to conduct any advertising and are not required to spend any amount on advertising in your market. We may periodically formulate, develop, produce, and conduct, at our sole discretion, advertising or promotional programs in such forms and media as we determine to be most effective. We may make available to you for you to purchase approved advertising and promotional materials, including signs, posters, collaterals, etc. that we have prepared.

Ad Fund. We will allocate your Advertising Contributions to a fund for the advertising and promotion of the Stores, the Proprietary Marks, and the System (the "**Ad Fund**"). Currently, you must make Advertising Contributions to the Ad Fund in the amount of 3% of Net Sales (1% of Net Sales for Robotic Kiosks). For all Stores other than Robotic Kiosks, we may increase the Advertising Contribution by notice to franchisees. However, your required Advertising Contribution and Local Marketing Obligation will collectively not exceed 5% of your Net Sales. Your Advertising Contribution is in addition to your Local Marketing Obligation and your Grand Opening Obligation (as defined below).

We currently do not, and are not required to, maintain the Ad Fund, Advertising Contribution you paid, or income earned from contributions to the Ad Fund in a separate account from our other money. Our Stores will contribute to the Ad Fund in the same manner and in the same amounts as similarly-situated franchised Stores. Our other franchisees may not be required to contribute to the Ad Fund, may be required to contribute to the Ad Fund at a different rate than you, or may be required to contribute to a different advertising fund.

We or an affiliate will administer the Ad Fund. We have sole authority to direct all advertising programs and promotions and uses of the Ad Fund, with sole control over the creative concepts, materials, and media used in the programs, and the placement and allocation of advertising. We reserve the right to use any media, create any programs, and allocate advertising and promotional expenditures to any regions or locales we deem appropriate.

We may use the Ad Fund to meet the costs of administering, preparing, and conducting national, local, or regional advertising, promotional, or brand building programs of any kind, including the cost of (i) preparing and conducting television, radio, magazine, newspaper, and digital advertising campaigns and other public relations activities (including, but not limited to, for purposes of brand reputation management), (ii) employing public relations firms and advertising agencies to assist in these activities, and (iii) conducting other activities that are directly or indirectly designed to promote the System, its franchisees, and/or increase System sales, such as limited-time menu offerings, crew incentives, franchisee incentive and/or promotional programs, customized materials (e.g., cups), up-sell programs, guest response programs, manager/employee recognition programs, quality assurance and food safety programs, mystery shop and shopper programs, brand websites and ordering platforms, brand applications, social media account administration and promotion, and in-store equipment and technologies related to such marketing programs. We may use the Ad Fund to compensate us for the reasonable administrative costs and overhead we incur in activities related to advertising and promotional programs, including new product development; market research; preparing advertising and promotional materials; Digital Marketing (as defined below); working with public relations firms,

advertising agencies, advertising placement services, and creative talent; reimbursing franchisee advisory council meeting expenses; developing and maintaining, and paying third parties for the development and maintenance of, internet sites, applications, and other equipment and technologies related to marketing programs.

The advertising and promotions that we conduct are intended to maximize general public recognition and patronage of the System generally in the manner that we determine to be most effective. We reserve the right to use any media, create any programs, and allocate advertising and promotional expenditures to any regions or locales we deem appropriate. We will not spend the Ad Fund in a manner that (i) exclusively benefits our licensees that manufacture and sell Approved Products, if any, or (ii) is principally a solicitation for the sale of franchises. We have no obligation to make expenditures from the Ad Fund that are equivalent or proportionate to your contributions, ensure that you benefit directly or proportionately or in any amount from the placement of advertising, or ensure that any advertising impacts or penetrates your area.

Currently, we use one or more national and/or regional advertising agencies, as well as our in-house marketing department, to develop and produce our marketing materials. In Fiscal Year 2022, 39% of the Ad Fund was spent on media placement (including tv, radio, print, digital, and social media placement); 29% on production and agency fees (including promotions, press relations, agency retainer fees and creative services, market research fees, and digital team salaries); 2% on menu innovation, guest response programs, and quality assurance programs; 26% on brand and category marketing expenses (including salaries of marketing personnel); and 4% on administrative expenses.

We are not required to have an independent audit of the Ad Fund completed. We will provide you with an annual summary of the expenditures of the Ad Fund on your reasonable request but are not required to prepare financial statements for the Ad Fund. If any monies in the Ad Fund remain at the end of a fiscal year, they will carry-over in the Ad Fund into the next fiscal year. Any amounts that we or our affiliates contribute to the Ad Fund in excess of the required Advertising Contribution for Stores that we or they operate and any spending on advertising that we or they make in excess of the amounts then available in the Ad Fund will be considered an advance from us or our affiliates to the Ad Fund. We and/or our affiliates have the right to be reimbursed from the Ad Fund any amounts that are advanced to the Ad Fund.

We intend for the Ad Fund to be perpetual; however, after all of the Ad Fund contributions have been spent for the purposes described above, we may terminate the Ad Fund.

Advertising Council. We do not have an advertising council composed of franchisees that is involved in decision making on advertising issues, but the Jamba Franchise Advisory Council ("**FAC**") provides us suggestions on advertising issues. The FAC is advisory only and does not have decision-making authority. At a minimum, a majority of the members of the FAC are franchisees in good standing who that are nominated and elected by other franchisees, and the remainder of the members are franchisees or other representatives who may be appointed by us. We have the power to form, change, or dissolve the FAC or any other advertising or advisory council at any time.

Advertising Cooperatives. You are required to participate in any local, regional, or national cooperative advertising group consisting of other Stores (an "**Advertising Cooperative**") that we specify, when and if we create such a group in your market. We will designate the particular Advertising Cooperative(s) in which you may be required to participate (which designations may be based on, without limitation, the particular Designated Market Area or the Area of Dominant

Influence, as those terms are used in the advertising industry, where your franchise is located). If we collect your entire Local Marketing Obligation, we will not require you to participate in an Advertising Cooperative. You will enter into any formal agreements with the other franchisees of the System and/or us, as the case may be, as is necessary or appropriate to accomplish the goals of the Advertising Cooperative and you must abide by the formal agreements and decisions that we authorize the Advertising Cooperative to make on advertising and marketing in the area covered by the Advertising Cooperative.

Your payments to any Advertising Cooperative will be determined by you and those other franchisees and/or us, as the case may be, who are participants in the Advertising Cooperative, as set forth in the by-laws of that Advertising Cooperative or membership, dues, participation, or other payment agreements of the Advertising Cooperative. Amounts paid to an Advertising Cooperative will be credited against your Local Marketing Obligation. Any contributions that you make to an Advertising Cooperative shall be additional to your Advertising Contribution and your Grand Opening Obligation. We may require any Advertising Cooperatives to only use public relations firms and advertising agencies that are Approved Suppliers. All proposed advertising and promotional materials produced by, or on behalf of, Advertising Cooperatives must be submitted to us for our written approval before use. We may on 30 days' written notice to you suspend or terminate an Advertising Cooperative's program or operations. As a member, officer or director of an Advertising Cooperative, at our request, you will provide to us all information we request related to the Advertising Cooperative and you must provide this information within 10 days after our request to you. We are not obligated to contribute to Advertising Cooperatives. Each Advertising Cooperative may require different contributions from its members, but all members in a given Advertising Cooperative will pay on the same basis.

The franchisee members are responsible for administration of their respective Advertising Cooperative, as stated in the by-laws and any payment agreements that may govern the Advertising Cooperative. The by-laws and governing agreements will be made available for review by the Advertising Cooperative's franchisee members. We may require an Advertising Cooperative to prepare annual or periodic financial statements for review. At your request, you may obtain a copy of any annual or periodic financial statements your Advertising Cooperative prepares. Each Advertising Cooperative will maintain its own funds; however, we have the right to review the Advertising Cooperative's finances, if we so choose. We maintain the right to approve all of an Advertising Cooperative's marketing programs and advertising materials. On 30 days' written notice to affected franchisees, we may terminate or suspend an Advertising Cooperative's program or operations. We may form, change, dissolve or merge any Advertising Cooperative.

Local Advertising, Marketing, and Promotion. Except as otherwise provided in the Manuals, you may use only Advertising and Promotional Content that we have furnished or approved in writing in advance. "**Advertising and Promotional Content**" includes all advertising, marketing, promotional, customer relationship management, public relations, and other brand-related programs, materials, and content relating to the Store, the Marks, or the Approved Products, including (i) any branded materials (such as business cards, signs, counter cards, banners, posters, displays, window clings, and in-store messaging), (ii) press releases, (iii) printed materials (such as leaflets, direct mail materials, coupons, and published advertisements), (iv) promotional items (such as branded specialty and novelty items, products, and clothing), (v) audio or video advertising (such as radio, television, or podcast ads or online video postings), and (vi) Digital Marketing (as defined below). You must ensure that all Advertising and Promotional Content that you or your agents or representatives develop or implement related to the Store is

(a) clear, factual, ethical, and not misleading, (b) complies with all laws, and (c) conforms to our Standards and the advertising and marketing policies that we periodically specify.

Currently, except for Advertising and Promotional Content we furnish to you and certain branded content social media postings, you must submit to us for our written approval, before use, copies of all proposed Advertising and Promotional Content that you intend to use or implement. We have the right to approve or disapprove (or to require you to discontinue using) any Advertising and Promotional Content, as well as the media in which intend to use them, in our sole discretion.

Currently, to satisfy your Local Marketing Obligation, each calendar quarter, you must spend on local market advertising an amount that is not less than 1% of your Net Sales. We may change the Local Marketing Obligation, provided that we must give you at least 60 days' written notice of the change and the required Advertising Contribution and Local Marketing Obligation may not collectively exceed 5% of your Net Sales. You will determine the amount of funds you spend for individual local market advertising, subject to the minimum Local Marketing Obligation. Local advertising expenditures must comply with our requirements in order to count toward the Local Marketing Obligation. If you fail to meet the Local Marketing Obligation, we will have the right to spend an amount not to exceed 1% of the Net Sales of your Store on local advertising for you, and you will reimburse us for these expenses after receiving our invoice. Amounts you contribute to an Advertising Cooperative will be credited toward the Local Marketing Obligation. Your Local Marketing Obligation is in addition to your Grand Opening Obligation and your required Advertising Contribution.

We have the right upon written notice to you to require you to pay all or a portion of the Local Marketing Obligation to us for us to, in our sole discretion, (a) contribute to the Ad Fund, (b) spend on national, regional, or local advertising campaigns, (c) contribute to your Advertising Cooperative, or (d) spend on local advertising in your market. If we exercise our right to collect your entire Local Marketing Obligation (and not just a portion of it), you will not be required to (x) spend a minimum amount on local advertising (other than your Grand Opening Obligation), (y) provide a local marketing plan, or (z) participate in, or contribute to, your Advertising Cooperative. We are not obligated to ensure that the Local Marketing Obligation monies that we spend are proportionate or equivalent to your contributions or that your Store will benefit directly or pro rata or in any amount from the placement of advertising.

From time to time, we or your Advertising Cooperative (if any) may establish temporary or permanent promotional campaigns (e.g., limited time offers, gift cards, coupons, loyalty programs, customer relationship management, and other supplemental marketing programs) applicable to the System as a whole or to specific advertising market areas. You are required to participate in these promotional programs at your own cost, including the costs to purchase, lease and install all materials necessary to the promotional campaigns, including counter cards, posters, banners, signs, photographs, give-away items, and gift cards.

Digital Marketing. We or our affiliates, in our sole discretion, may establish and operate websites, social media accounts (such as Facebook, Twitter, Instagram, Pinterest, Snapchat, TikTok, etc.), applications, keyword or adword purchasing programs, accounts with websites featuring gift certificates or discounted coupons (such as Groupon, Living Social, etc.), mobile applications, online videos, display banner campaigns, e-mail marketing campaigns, or other means of digital advertising on the Internet or any other means of digital or electronic communications (collectively, "**Digital Marketing**") that are intended to promote the Proprietary Marks, your Store, and the entire network of Store. We will have the sole right to control all aspects of any Digital Marketing, including those related to your Store.

Unless we consent otherwise in writing, you may not, directly or indirectly, conduct or be involved in any Digital Marketing that use the Proprietary Marks or that relate to the Store. If we do permit you to conduct any Digital Marketing, you must (i) comply with any Standards or content requirements that we establish periodically and must immediately modify or delete any Digital Marketing that we determine, in our sole discretion, is not compliant with such Standards or content requirements, (ii) only use materials that we have approved and must submit any proposed modifications to us for our approval, (iii) not use any Proprietary Mark on any aspect of the Digital Marketing (including in any domain name, address, or account) except as we expressly permit, (iv) include any information that we require, and (v) include only the links that we approve or require. We retain the right to pre-approve your use of linking and framing between any Digital Marketing that you conduct and all other websites. If we consent to your use of the Proprietary Marks (or words or designations similar to the Proprietary Marks) in any domain name, electronic address, website, or other source identifier, we may register such names, addresses, websites, or identifiers and then license use of the registered item back to you under a separate agreement. You must pay all costs due for registration, maintenance, and renewal of any such names, addresses, websites, or identifiers that we approve and maintain on your behalf. We retain the ownership of copyright to any of the materials that you may develop for use on the Internet. We may withdraw our approval for any Digital Marketing at any time.

Grand Opening Advertising. You must spend on grand opening advertising promoting the opening of your Store during the period beginning 4 weeks before you open the Store and 8 weeks after you open the Store (90 days before and after opening for Co-Branded Stores) at least (i) $10,000 for a Traditional Store or Non-Traditional Store, (ii) $5,000 for a Co-Branded Store in an Other Location, (iii) $15,000 for a Co-Branded Store in a Streetside Location, and (iv) $1,000 for a Robotic Kiosk or a Food Truck (the "**Grand Opening Obligation**"). The Grand Opening Obligation for Co-Branded Stores includes advertising for both brands. All Advertising and Promotional Content you use for the Grand Opening Obligation and the media in which you use them are subject to our approval. You must obtain our written approval of your grand opening advertising plan at least 30 days prior to the Opening Date of the Store.

Pricing

We may, if permitted by applicable law, establish maximum, minimum, or other pricing requirements with respect to the prices you may charge for Approved Products, including required participation in systemwide discount programs and promotions. If we do not establish such pricing requirements, then you will have the right to determine the prices you charge.

Computer and POS Systems

You must provide financial and business records and information to us according to reporting formats, methodologies and time schedules that we establish. As part of these record keeping requirements, you must install computerized Store management systems meeting our Standards, as modified in response to business, operations and marketing conditions. Accordingly, you must promptly purchase, lease and/or license and install at the Store, at your sole expense, the approved point-of-sale and kitchen display system ("**POS System**"), computer systems, mobile hardware, software, associated computer hardware, telephone lines, network connections, communications equipment, high speed internet access (e.g. DSL or cable), credit card, gift card and loyalty card processing equipment, and other equipment that we require from time to time (collectively, the "**Computer System**"), all of which you must keep in good maintenance and repair. We estimate the total cost of the Computer System will be approximately $8,600 to $24,000 for a Traditional Store or Non-Traditional Store, $6,000 to $24,000 for a Co-Branded Store, and $7,000 to $13,000 for a Food

Truck, depending on the size of your Store, which includes installation and setup fees. For a Co-Branded Store, the Computer System that we require meets both our and the Co-Branded Franchisor's standards. For a Robotic Kiosk, the cost of the POS System is included in the purchase price for the Blendid Kiosk, but you must purchase a computer, monitor, printer and laptop for certain back-office functions, which will cost approximately $1,000 to $5,000. Whether you are opening a new Store or purchasing an existing Store, we may, in our sole discretion, provide you with project management assistance related to, and coordinate the onboarding and configuration of, your POS System. You must pay us for such services our then-current Systems Administration Fee, which is currently estimated to be between $1,500 and $2,000. You may incur additional expenses if you require additional equipment, training, or installation services. We may require you to purchase, license, or lease additional hardware or software.

The Computer System includes a POS System that we specify, the principal functions of which are to manage permanent financial records of sales transactions at your Store, cash control, inventory control, and menu and price change control, among other things. We will have independent electronic and manual access to certain information within the POS System and there are no contractual limitations on our right to access this information. We have developed interfaces with our preferred providers that facilitate this access. You must provide any assistance we require to integrate your POS System with our headquarters system at the earliest possible time and in the manner we prescribe. You must accurately, consistently, and completely record, structure, capture and provide all required information through your POS System in accordance with all applicable laws and protect such information as required.

To maintain a consistent reporting system, you must purchase or lease and use a POS System specified by us from an Approved Supplier. We estimate that the initial cost to you for the POS System and related necessary equipment, including installation currently ranges from $7,000 to $20,000 for a Traditional Store or Non-Traditional Store and $7,000 to $10,000 for a Food Truck, depending on the number of terminals, travel costs, and other logistical factors. For a Robotic Kiosk, the cost of the POS System is included in the purchase price for the Blendid Kiosk. We or the POS System vendor may require you to purchase, license, or lease additional hardware or software. In addition, you may incur additional expenses if you require or would like additional equipment, training, or installation services.

In addition, there may be ongoing license, maintenance, and service fees associated with the maintenance and operation of the POS System. You must maintain your POS System and keep it in good repair and procure any services necessary for the POS System to communicate with our system. We currently require you to obtain the required support and maintenance service from us or our affiliate by signing the POS System Support Services Agreement attached in Exhibit C to this Disclosure Document. Currently, we estimate that you will pay monthly license and support fees that when aggregated on an annual basis will be between $5,700 and $11,000 for a Traditional Store or Non-Traditional Store and between $3,200 and $6,500 for a Food Truck (not including certain per transaction fees), including POS System license fees, P2PE software license fees, the POS System Support Fee, the Mobile Device Management Fee, and the Back Office and Polling Software Fee. For a Robotic Kiosk, currently, you will pay either (a) 7% of Net Sales plus $20,400, (b) 16% of Net Sales, or (c) a fixed fee and percentage in between (a) and (b) for the ongoing support fee paid to Blendid pursuant to the Blendid Agreement for the Blendid Services. These fees are subject to change.

You are required to purchase a dedicated iPad® or Windows® tablet/computer that meets the hardware and software specifications necessary to use our Learning Management System. This tablet/computer will be used to deliver training materials, digital recipes, videos, communication,

and engagement activities digitally. You may be required to pay us, our affiliates, or an Approved Supplier an annual license fee to use the Learning Management System, which is currently $170 per year per Store. The annual license fee may change from time to time. The annual license fee may change from time to time.

You must dedicate a high-speed broadband connection that meets our specifications for the sole purpose of supporting your Computer System. Any other technology options, such as satellite, cellular, etc. must be approved by us before you order service with a provider. We may require you to use an Internet service provider that we approve, and we may require you to maintain a set minimum bandwidth. You also must obtain all telecommunications and computer infrastructure products required to access the Internet and to support our then-current information technology system. We or our vendors may require you to communicate, receive notices, or place orders through the Internet, including through websites or intranets, or other communication methods that we specify. We may require you to establish a Wi-Fi network for your guests, which must be separate from any networks that you use to process credit cards.

We may require that you use one or more Approved Suppliers to provide credit card data and security services that are consistent with PCI-DSS requirements, including a managed firewall, quarterly network scan, anti-virus/anti-malware software, and managed Wi-Fi. We may also require you to obtain data breach protection insurance provided by such Approved Supplier. We estimate that these services will cost between $42.50 and $150 per month.

The hardware, software and support services related to the Computer System are generally available through our Approved Suppliers, which may include us or our affiliates. We will consider approving, but are not required to approve, other vendors who meet our system specifications. If you wish to use another vendor, you must submit a written request to us for approval of the vendor before placing an order with the vendor. See Item 8. If we, after your request, authorize you to use a POS System other than the one described above, you must pay all the costs associated with building the interface necessary to allow your system to communicate with our system, to the extent we determine.

Except as provided under the POS System Support Services Agreement, we and our affiliates are not contractually obligated to provide any maintenance, updating, upgrading, or support contracts related to the Computer System. Other than as specified above for the POS System, we do not require you to, and do not anticipate that you will need to, enter into any maintenance, updating, upgrading, or support contracts relating to the Computer System.

We may revise our specifications for the Computer System (including the POS System) from time to time. You are contractually required to make periodic upgrades and updates to the Computer System to remain in compliance with our Standards. If it becomes advisable at any time, in our sole discretion, for us to change, upgrade, or discontinue use of any of the components of the Computer System or the model of POS System, you will comply with our directions, at your expense, within a reasonable time after notice to you. If we require you to use a different POS System, you must stop using the old POS System, purchase the new POS System, sign any required software license agreement and any required maintenance/update agreements with the vendor, pay any related POS System Support Fees, and use the new POS System. We can require you to add, substitute or replace computer hardware, memory, ports, accessories, peripheral equipment, or software, or to replace your Computer System. There are no contractual limitations on the frequency or cost of your obligation to upgrade and replace hardware and software for your Computer System.

Manuals

The Manuals contain mandatory and suggested specifications, standards, and operating procedures. The Manuals are confidential, remain our property, and must be kept secure. The Manuals are currently provided electronically at no cost to you. In the future, the Manuals, or portions of the Manuals, may be provided electronically through the Learning Management System. We may require you to pay a license fee to us, our affiliate, or a vendor in order to use such system. We will give you an opportunity to view the Manuals in the corporate office or at another agreed-upon location before you purchase a franchise, if you so request.

Training

Below, we have described our current training program. We reserve the right to modify our training program at any time, including the timing, frequency, content, format, and location of training.

Management Training Program. Prior to the opening of the Store (other than Robotic Kiosks), your Required Trainees (including two Managers and any other people that we designate) must attend and successfully complete to our satisfaction the Management Training Program. In addition, your Primary Contact must successfully complete (i) a limited version of the Management Training Program designed for Primary Contacts (the "**Primary Contact Training**"), if they will not be involved in the day-to-day operation of the Store or (ii) the entire Management Training Program, if they will be a Manager involved in the day-to-day operation of the Store (in which case, they will count as one of your Required Trainees). Your Directors of Operations, if any, must also attend and successfully complete to our satisfaction our Management Training Program (or a modified version of it) and any other additional training programs that we may require.

For Robotic Kiosks, one of your owners or your Primary Contact must attend and successfully complete a Management Training Program provided by us and a training program provided by Blendid relating to the proper operation and maintenance of the Blendid Kiosk. Our Management Training Program will last between two to five days. Blendid may charge you a separate fee for its training program.

All individuals attending our Management Training Program must be at least 18 years old. If any of your Required Trainees have previously attended and successfully completed our Management Training Program and you or they have not defaulted under any other franchise agreement with us, we may, in our sole discretion, determine that such Required Trainee is not required to attend the Management Training Program again or will be required to attend a limited version of the Management Training Program.

We conduct the Management Training Program periodically as needed. All or certain portions of the Management Training Program may, in our discretion, be conducted online or in person at (i) our corporate headquarters in Atlanta, Georgia, (ii) a Store which has been certified by us as an authorized training facility (a "**Certified Training Location**") (which may be located outside of your state), and/or (iii) other locations authorized by us. Your trainees may not attend the Management Training Program until your Store is under construction and you have provided us with your fully signed Lease that we have approved and evidence of the insurance that is required under your Franchise Agreement. Training programs and classes are subject to space and time availability.

The Initial Franchise Fee includes the cost of the Management Training Program for your Required Trainees and your Primary Contact for your first two Stores. If we provide the Management Training Program to you for your third or subsequent Stores or if you are purchasing an existing Store and are not an existing franchisee, we will provide our Management Training Program for $2,500. We reserve the right to charge you a reasonable training fee (currently, up to $500 per additional trainee per day) if (i) you elect, and we permit you, to bring additional trainees, other than the Required Trainees, to the Management Training Program, (ii) your Required Trainees are trained in separate sessions, or (iii) any of your Required Trainees fail to successfully complete the Management Training Program and re-enroll in the program or are replaced with new trainees that enroll in the program.

Your Required Trainees must successfully complete our Management Training Program at least two weeks before you are scheduled to open your Store or, if you have already opened, before they may be involved in the operation of your Store. We have the right in our reasonable discretion to determine whether a trainee has successfully completed the Management Training Program. If we conclude that a Required Trainee has failed to successfully complete the Management Training Program, that Required Trainee must re-enroll in our next scheduled applicable Management Training Program at no additional charge. We will have the right to terminate the Franchise Agreement if, following the Management Training Program and any re-enrollment training, if any, none of your Required Trainees have successfully completed the Management Training Program.

We also recommend that your Primary Contact or at least one of your Managers attend the opening of another franchisee's Store before you open your own Store. We will work with you to facilitate this experience, if requested, but you will be responsible for all associated costs.

If you operate an Auntie Anne's Co-Branded Store, you will also need to attend the initial training program provided by the Co-Branded Franchisor, as described in its Franchise Disclosure Document.

Currently, our Management Training Program consists of the following:

MANAGEMENT TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-the -Job Training	Location
Team Member Level Training • Culture • Guest Service • Production • Food Safety • Operating Procedures • Register • Product Preparation	8	24	Classroom training is held online; on-the-job training is held at a Certified Training Location or other locations authorized by us.

Subject	Hours of Classroom Training	Hours of On-the -Job Training	Location
Shift Leader Level Training • Operations Overview • Cash Handling • Equipment Maintenance • Crisis Management • Excellence Program • Operational Tools	10	30	
Manager Level Training • Team Members • Coaching • Operational Tools • Practice Shift • Inventory Management • Staffing	4	22	
Total Hours	22	66	

Instructional Materials. We use various forms of instructional materials in the Management Training Program, including classroom lectures, videos, workbook assignments, role-playing, and hands-on experience working in a fully operational Store. We require you to bring to the Management Training Program a dedicated tablet that meets the hardware and software specifications necessary to use our electronic learning management system.

Training Staff. Heather Lane, the Vice President, Training, Specialty Brands for Focus Brands, supervises and manages our training programs and the training staff. She has over 30 years of experience in the restaurant industry and has been working with the System since September 2020. Our training staff has an average of approximately 20 years of experience. Other members of our staff and our affiliates' staffs may assist in training as needed. All of our employees who work as operations trainers must complete manager-level training and several new store openings. Training staff will vary based on the training format used.

We also may authorize certain franchisees who have a Certified Training Manager (as defined below), operate a Certified Training Location (as defined below), and meet other requirements that we specify to provide on our behalf all or portions of the Management Training Program in accordance with our Standards. The experience of franchisee trainers will vary.

Subsequent Trainees. Any Primary Contact or Managers (including any Directors of Operations) you hire or appoint after the opening of the Store and any other persons we designate (**"Subsequent Trainees"**) must attend and successfully complete our Management Training Program (as applicable for each position) before becoming involved in the operation of your Store. We may require employees that transfer to your Store from another Store to successfully complete the Management Training Program again. We also may require you to send additional

managers or employees to the Management Training Program if we have identified operational or performance issues at your Store. You must pay a reasonable training fee (currently, up to $500 per trainee) for each Subsequent Trainee that attends a Management Training Program.

On-Site Support. For your first Store (including Stores owned by your affiliates, but excluding Robotic Kiosks), the Initial Franchise Fee includes the cost of us providing one or more representatives to provide on-site opening training and assistance for six to nine working days concurrent with the opening of the Store (for a Co-Branded Store, we will send a representative for at least two days). For Robotic Kiosks, we will not provide any on-site opening training or assistance.

If you would like additional on-site training or assistance for your first two Stores (including Stores owned by your affiliates) or any on-site training or assistance for your (or your affiliates') third and subsequent Stores, you may request such training or assistance at any time. We also may provide on-site training or assistance if we, in our sole discretion, deem it necessary. We are not obligated to provide any additional on-site training. Unless we specify otherwise, you must pay us the then-current daily On-Site Training and Assistance Fee (currently, $500 per day per trainer, plus their travel and living expenses) for any such on-site training and assistance that we provide.

Training By You. If you and your affiliates collectively operate two or more Stores (excluding Robotic Kiosks), we require you or your affiliates to provide the Management Training Program to the Managers and other trainees of your and your affiliates' third and subsequent Stores and any replacement Managers. Before you or your affiliate may provide the Management Training Program to your trainees, one or more of your or their Stores must be certified by us as a Certified Training Location and one or more of your or their Managers must be certified by us as a trainer authorized to provide our Management Training Program to your trainees (a **"Certified Training Manager"**). We currently do not permit you to provide the Management Training Program for Robotic Kiosks.

To be designated as a Certified Training Manager, a Manager must (i) complete our Management Training Program at least six months before applying for certification, (ii) maintain specific food safety programs, (iii) attend any required additional training program, and (iv) meet other qualifications that we may specify from time to time. To be designated as a Certified Training Location, a Store must (a) meet compliance scores that we specify, (b) fully comply with our then-current Standards, (c) employ at least two Managers, in addition to the Certified Training Manager, and (d) meet any other requirements that we may specify from time to time.

We may, in our sole discretion and at any time, (i) grant, withhold, or revoke certification for a Certified Training Location or a Certified Training Manager, or (ii) change the minimum requirements for certification of a Certified Training Location or a Certified Training Manager. We may require Certified Management Trainers to be recertified if they transfer from one Store to another, if they no longer meet our then-current requirements, or annually. If a Certified Training Manager ceases to be a Manager of a Certified Training Location or has their certification revoked, such Store must be re-certified as Certified Training Location before offering training again.

If we certify a Certified Training Location and Certified Training Manager, such Certified Training Manager must provide our Management Training Program at a Certified Training Location in accordance with our Standards for such training. If we withhold or revoke certification of a Certified Training Location, we may require your trainees to attend the Management Training Program at another location that we designate and require you to pay our then-current fee for such training (currently, up to $500 per trainee per day).

Additional Training and Conferences. We may, from time to time, conduct conferences, conventions, programs, webinars, teleconferences, or training sessions on any matters related to the System. We will determine the duration, curriculum, and location of such additional programs, which may take the form of web-based training modules, webinars, seminars, in-person training at a location that we designate, or on-site training. Your Primary Contact, Manager(s), Owners, and supervisory personnel must attend any conferences, conventions, programs, or additional or refresher training sessions that we specify. In addition, as a condition of renewing your Franchise Agreement, we may require your personnel to undergo further training. We may charge a reasonable fee (which we expect typically to range from $0 to $2,500) for these additional programs to cover our costs of providing them.

Training Expenses. For all training programs, you must pay for all wages, travel and living expenses, including transportation costs, meals, and lodging for you and your trainees. We will not pay compensation for any incidental services you or your trainees perform during training. You also must purchase uniforms for your trainees to be worn during training.

Cancellations. If you fail to cancel any scheduled training without at least 14 days' prior notice, or if your trainees are not prepared to successfully participate in any scheduled training, we may charge you a cancellation fee and the cost of conducting the originally scheduled training (including any training fees and any travel and living expenses incurred by our representatives) and require you to pay an additional fee for the rescheduled training.

ITEM 12 TERRITORY

Store Location

Your Store may only be operated at the Accepted Location. If we have not yet accepted a site for the Store when we execute the Franchise Agreement, you must select a location that we accept in accordance with our site selection criteria within a site selection area that we specify. We will determine the site selection area on a case-by-case basis. You will have no exclusive or protected rights in your site selection area.

No Exclusive Territory

You will not receive an exclusive territory. You may face competition from other franchisees, from outlets that we own, or from other channels of distribution or competitive brands that we control.

Protected Territory for Traditional Stores

If you operate a Traditional Store, while you will not receive an exclusive territory, you will receive a territory with limited protected rights (an **"Area of Protection"**) as described in this Item. This means that, during the term of the Franchise Agreement, we will not establish or operate, nor license any other person to establish or operate, a Store operating under the Proprietary Marks and the System at any location within the Area of Protection, except in Non-Traditional Locations, in Delivery Kitchens, in Robotic Kiosks, and as otherwise provided in the Franchise Agreement. "**Delivery Kitchens**" include kitchens devoted to the preparation of products or Approved Products (often referred to as ghost, dark, or cloud kitchens), which may use the Marks and may deliver to customers located anywhere.

Protected Territory for Co-Branded Stores in Streetside Locations

If you operate a Co-Branded Store in a Streetside Location, while you will not receive an exclusive territory, you will receive an Area of Protection as described in this Item. This means that, during the term of the Franchise Agreement, we will not establish or operate, nor license any other person to establish or operate, another Co-Branded Store at a Streetside Location within the Area of Protection. For the avoidance of doubt, we may operate, or license others to operate, single-branded Stores or Stores that do not include the exact combination of brands as the Co-Branded Store (such as a Store that is co-branded with a brand other than the Auntie Anne's® brand or that is multi-branded with the Auntie Anne's® brand and one or more other brands).

No Protected Territory for Non-Traditional Stores, Food Trucks, and Robotic Kiosks

If you operate a Non-Traditional Store, Food Truck, or Robotic Kiosk, the Franchise Agreement does not give you any territorial rights or protections in any geographic area. Accordingly, you will not receive an Area of Protection.

Area of Protection

If you operate a Traditional Store or Co-Branded Store in a Streetside Location, we may negotiate your Area of Protection with you. The size and scope of the Area of Protection will be in the Franchise Agreement and will be determined on a case-by-case basis. The Area of Protection will not exceed a one-block radius for a Store in an urban location (the downtown area of the 100 largest U.S. cities as measured by population as of the effective date of the Franchise Agreement) or a one-mile radius for a Store in any non-urban location. There is no minimum Area of Protection for a Store. The factors that we consider in determining the size of an Area of Protection include current and projected market demand, demographics and population based on our research and experience, median household income, presence of other businesses, location of competitors, traffic patterns, access and visibility, location of other Stores, our future development plans and other market conditions.

If the Accepted Location is not known when you sign the Franchise Agreement, we will designate the Area of Protection once we authorize a location for the Store and the Accepted Location and Area of Protection will be documented when we accept the location. If the Accepted Location is known when you sign the Franchise Agreement, the Franchise Agreement will specify the Accepted Location for your Store and the Area of Protection.

If you default under the Franchise Agreement and fail to cure the default in the applicable cure period (if any), we have the right to reduce or eliminate your Area of Protection, in addition to our other remedies. Except for as described in the previous sentence, the Area of Protection may not be altered before the expiration or termination of the Franchise Agreement. Your territorial protection is not dependent on achievement of a certain sales volume, market penetration or other factors, other than compliance with the Franchise Agreement.

Our Reserved Rights Under the Franchise Agreement

Under the Franchise Agreement, we and our affiliates retain all the rights that we do not specifically grant to you. For example, without limitation, we retain the following rights, without providing any rights or compensation to you:

(i) If we do not grant you an Area of Protection, we and/or our affiliates may establish or license franchises and/or company or affiliate-owned businesses offering products or services that are similar or identical to the Approved Products using the System or elements of the System under the Proprietary Marks or any other marks anywhere, including near your Accepted Location.

(ii) If you operate a Traditional Store and we have granted you an Area of Protection, we and/or our affiliates may establish or license franchises and/or company or affiliate-owned businesses offering products or services that are similar or identical to the Approved Products using the System or elements of the System under the Proprietary Marks or any other marks anywhere outside of the Area of Protection or in Non-traditional Locations inside or outside the Area of Protection.

(iii) If you operate a Co-Branded Store in a Streetside Location and we have granted you an Area of Protection, we and/or our affiliates may establish or license franchises and/or company or affiliate-owned businesses offering products or services that are similar or identical to the Approved Products using the System or elements of the System under the Proprietary Marks or any other marks any other marks (a) anywhere outside of the Area of Protection, (b) in Other Locations inside or outside the Area of Protection, or (c) in businesses other than Co-Branded Stores inside or outside the Area of Protection.

(iv) We and/or our affiliates may, whether inside or outside any Area of Protection, produce and/or sell Approved Products or any other products or services, and authorize others to produce and/or sell Approved Products or any other products or services, using the Proprietary Marks, the System, and any other marks and/or systems we desire through any alternative channel of distribution located anywhere, including to and through (a) supermarkets, convenience stores, club stores, and other retail facilities not dedicated to the sale of the Approved Products, (b) mail order and e-commerce channels, (c) automated blending stations, and (d) Delivery Kitchens.

(v) We and/or our affiliates may advertise, or authorize others to advertise, using the Proprietary Marks anywhere, including inside and outside any Area of Protection.

(vi) We and/or our affiliates may acquire, be acquired by, or merge with another entity with existing businesses or franchises that are similar to or competitive with the Stores anywhere (including inside and outside the Area of Protection (if any)) and (a) convert the other businesses to be Stores operating under the Proprietary Marks and the System (except, for Traditional Stores, Stores inside your Area of Protection and, for Co-Branded Stores in Streetside Locations, Co-Branded Stores inside your Area of Protection), (b) permit the other businesses to continue to operate under another name anywhere (including inside your Area of Protection (if any)), and/or (c) permit the businesses to operate under another name and convert your Store and other existing Stores to such other name.

We may open or franchise new Stores near your Store (unless we are restricted from doing so in your Area of Protection (if any)) without consulting you, giving you the first right to open them, or paying you any compensation. Other affiliate-owned or franchised Stores near your Store that are already in existence or opened later under Franchise Agreements also may (i) compete directly with you, (ii) provide products and services in close proximity to your Store without compensating you, and (iii) possibly adversely affect the operation of your Store.

Competition from other channels of distributions may include, but are not limited to, JambaGo® outlets at schools, grocery stores, convenience stores, stadiums, hospitals, and other locations at which we determine a pre-blended smoothie platform is preferred; and "Jamba Juice

Express™" units offering a limited menu of blended-to-order smoothies (which are not offered through this disclosure document).

Other Businesses

Except as described in Item 1, we do not operate or franchise, or currently plan to operate or franchise, any business under a different trademark that sells or will sell goods or services similar to those that our franchisees sell. However, our affiliates, including the Affiliated Programs described in Item 1 and other portfolio companies that currently are or in the future may be owned by private equity funds managed by Roark Capital Management, LLC, may operate and/or franchise businesses that sell similar goods or services to those that our franchisees sell.

Item 1 describes our current Affiliated Programs that offer franchises, their principal business addresses, the goods and services they sell, whether their businesses are franchised and/or company-owned, and their trademarks. All of these other brands (with limited exceptions) maintain offices and training facilities that are physically separate from the offices and training facilities of our franchise network. Most of the Affiliated Programs are not direct competitors of our franchise network given the products or services they sell, although some are, as described in Item 1. All of the businesses that our affiliates and their franchisees operate may solicit and accept orders from customers near your business. Because they are separate companies, we do not expect any conflicts between our franchisees and our affiliates' franchisees regarding territory, customers and support, and we have no obligation to resolve any perceived conflicts that might arise.

Rights Outside of the Accepted Location

Except for catering services and delivery services that we may allow or require, you may only sell Approved Products at retail to customers who are physically present at your Accepted Location. Unless otherwise permitted by us in writing, you may not sell any Goods through the Internet or using any other channel of distribution other than your Store.

We require you to provide catering services and delivery services and you must do so in accordance with any restrictions and guidelines that we may establish in the Manuals or otherwise in writing. You may only provide delivery services through a TPS that we approve or designate. If a TPS is unavailable to provide delivery services for your Store, you may not be required to offer delivery services, subject to our written approval. We, our affiliates, or our franchisees may provide delivery services and catering services anywhere, including near your Store. We retain the right to revise and/or make exceptions to our catering and delivery policies as they apply to you and our other franchisees.

Developing Additional Stores

If you sign multiple Franchise Agreements at the same time, you will also sign a Multi-Unit Addendum that outlines the site selection area for each Store to be developed under the Franchise Agreements and the development deadlines for such Stores. The site selection areas will be determined on a case-by-case basis. Your site selection areas will not be exclusive. You will only receive protected territorial rights after you and we accept a site for the Accepted Location

for each Store and sign an addendum to the Franchise Agreement that modifies the Accepted Location and includes an Area of Protection for such Store.

Except as provided in any Multi-Unit Addendum, you will have no right of first refusal and you will not have any similar rights to acquire additional franchises or establish additional Stores.

Relocation of the Store

You may request to relocate your Store. You may not relocate your Store unless we approve the relocation in advance in writing. We have not established a set of conditions or criteria under which we evaluate or approve relocation requests, except that you must comply with our site approval process, must be in compliance with all terms of the Franchise Agreement, and must have the funds available to relocate the Store and to construct a new Store according to our then-current design standards. We are under no obligation to approve a proposed relocation of the Store. If you lose the right to occupy the premises where you are operating your Store, we may, in our sole discretion, terminate your Franchise Agreement.

If we approve your request to relocate, in our sole discretion, then (i) the Site Agreement for the new location must comply with the Franchise Agreement, (ii) you must de-identify the former site, (iii) we may charge you a Relocation Fee (see Item 6), (iv) we may require you to pay an agreed minimum royalty to us during the period in which the Store is not in operation, and (v) we may require you to sign our then-current Franchise Agreement (which may have materially different terms than your existing Franchise Agreement) or an amendment to your existing Franchise Agreement. If the term of the Lease for the new location extends beyond the term of your Franchise Agreement, we may, in our sole discretion, extend the term of your existing or new Franchise Agreement to match the term of the Lease for the new location, provided you will be required to pay the Relocation Extension Fee (see Item 6).

ITEM 13 TRADEMARKS

The following is a description of the principal trademarks and service marks that we will license to you. All of the marks listed below are owned by us, have been registered on the Principal Register of the U.S. Patent and Trademark Office ("**USPTO**"), and have been renewed at the proper time:

Description of Mark	Registration Number	Date Registered
JAMBA	3,367,108	January 8, 2008
JAMBA JUICE	2,014,541	November 5, 1996
	6,991,942	February 28, 2023
	6,991,943	February 28, 2023
	6,991,944	February 28, 2023

We have filed all required affidavits for these registered marks. Other Proprietary Marks have been, or may be, applied for or registered with the USPTO. The provisions of the Franchise

Agreement apply to any and all other trademarks, service marks, and trade dress authorized and licensed for use by us to you during the term of your Franchise Agreement. Unless we specify otherwise, you will not be authorized to use the Jamba Juice® mark, because we are phasing out the use of this mark in the System. We may specify the other Proprietary Marks that you may use, if any, in writing from time to time. You must comply with the proper use and marking of the Proprietary Marks as we indicate in the Manuals or otherwise. We update the Manuals periodically, and add or delete Proprietary Marks on a continuing basis.

If you operate a Robotic Kiosk, the Blendid Kiosk will be co-branded as a JAMBA® by BLENDID® kiosk with both our Proprietary Marks and the BLENDID® mark (USPTO Registration Number 87,840,486 with a January 4, 2022 registration date) that is owned by Blendid and licensed to us by them. We have the right to sublicense the BLENDID® mark to franchisees for the purpose of opperating Robotic Kiosks. Our license with Blendid (i) has a term that expires simultaneously with the expiration or termination of the last Franchise Agreement that is in effect between us and a franchsiee for a Robotic Kiosk, (ii) may be modified by us and Blendid from time to time, and (iii) may be terminated by either party for an uncured material breach or if the other party becomes insolvent. If our license agreement with Blendid is terminated, we may terminate your Frachise Agreement or require you to remove the BLENDID® marks from the Blendid Kiosk.

We are the owner of all right, title and interest in and to the Proprietary Marks and the goodwill associated with them. All goodwill associated with the Proprietary Marks remains our exclusive property. All usage of the trademarks by you and any goodwill established will inure to our exclusive benefit.

There are no agreements currently in effect which significantly limit our rights to use or license the Proprietary Marks. There are no currently effective determinations of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court adversely affecting the ownership, use, or licensing of the Proprietary Marks. There is no pending infringement, interference, opposition, or cancellation proceeding, or material litigation, involving Proprietary Marks. There are no currently effective agreements limiting our right to use or license the Proprietary Marks. There are presently no infringing uses known to us that could materially affect your use of the Proprietary Marks listed above in the state in which the Store will be located.

Your rights to the Proprietary Marks are derived solely from your Franchise Agreement. You will only use the Proprietary Marks to identify the Store except as we authorize. You have no right to apply for registration of any Proprietary Mark. In using the Proprietary Marks, you must strictly follow our Standards, specifications, requirements, and instructions. You may not use any Mark or any words or designations similar to the Proprietary Marks (i) as part of any corporate or legal business name, (ii) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos we have licensed to you), (iii) in selling any unauthorized services or products, (iv) as part of any domain name, electronic address, metatag, search engine keyword, social media account, or otherwise in connection with any website or other electronic medium without our consent, or (v) in any other manner we have not expressly authorized in writing. When your Franchise Agreement expires or terminates, all rights to use the Proprietary Marks will revert to us automatically without payment to you and you will keep no rights in the Proprietary Marks. You may not take any action to question or contest our rights or interest in the Proprietary Marks and the goodwill in the Proprietary Marks.

If you learn of any claim against you for alleged infringement, unfair competition, or similar claims about the Proprietary 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 Proprietary Marks. You may not settle or compromise any of these claims without our written consent. We have the right to control, defend, and settle any claim at our sole expense using our own counsel. You must cooperate with us in the defense. We will have no obligation to defend or indemnify you if the claim against you relates to your use of the Proprietary Marks in violation of the Franchise Agreement.

You must comply with our instructions to modify or discontinue use of any Proprietary Mark or to adopt or use additional or substituted Proprietary Marks. We will not be liable to you for any resulting expenses.

ITEM 14 PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents and Copyrights

We have no patents and no pending patent applications material to the franchise. We claim copyrights on the Manuals (including any supplements); the Recipes; our building designs, architectural renderings, and construction plans; and certain forms, advertisements, images, art, photography, promotional materials, and other written materials that we produce.

You must comply with the proper use and marking of the copyrighted materials as we indicate in the Manuals.

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, Copyright Office (Library of Congress) or any court involving any of our copyrights discussed above. We are unaware of any infringing uses of or superior prior rights to any of our copyrights that could materially affect your use of them in the state in which your Store will be located.

Your obligations and ours to protect your rights to use our copyrights are the same as the obligations for Proprietary Marks described in Item 13.

Proprietary and Confidential Information

During the term of your Franchise Agreement, we or our affiliates will disclose to you, either orally or in writing, non-public information related to the System or information that, by its nature, would reasonably be expected to be held in confidence or kept secret (collectively, "**Confidential Information**"). Confidential Information includes, but is not limited to: (i) the Standards and Manuals; (ii) pricing information and models; (iii) materials describing our franchise network and System; (iv) plans, layouts, designs and specifications for a prototypical Store; (v) our methods of preparing and serving Approved Products, including Recipes; (vi) our sources (or prospective sources) of supply and all information related to or concerning the same, including the identity and pricing structures with our Approved Suppliers; (vii) our training materials; (viii) our marketing plans and development strategies; (ix) the Franchise Agreement and any related schedules, exhibits, attachments or addenda and all terms contained therein; and (x) other information we give to you.

In addition, we or our affiliates may disclose to you Trade Secrets. "**Trade Secrets"** means information that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Without limiting the definition of "Trade Secrets," the

following are considered to be Trade Secrets: (i) the composition of our Proprietary Goods; (ii) our Recipes; (iii) advertising, marketing, and public relations strategies; and (iv) our marketing analyses.

You may never, during the term of the Franchise Agreement, any renewal term of the Franchise Agreement, or after the Franchise Agreement expires or is terminated, reveal any of our Confidential Information or Trade Secrets to another person or use it for any other person or business. You may not copy any of our Confidential Information or Trade Secrets or give it to a third party except as we authorize. These restrictions must be followed even before you open your Store, since you will receive valuable information and training about the System and the operation of the Store before you begin operations.

You will require that all persons employed in your Store having access to Confidential Information and Trade Secrets are aware of the confidentiality restrictions set forth in the Franchise Agreement and similarly bind them not to disclose the Confidential Information and Trade Secrets by an agreement as least as restrictive as the terms of the Franchise Agreement.

Innovations

All ideas, concepts, techniques, or materials relating to a Store or the System or derivations or modifications of our intellectual property or any other element of the System (collectively, "**Innovations**"), whether or not protectable intellectual property and whether created by or for you or your Owners, employees, or contractors, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System, and works made-for-hire for us. To the extent any Innovation does not qualify as a work made-for-hire for us, you must assign ownership of that Innovation, and all related rights to that Innovation, to us and agree to sign (and to cause your Owners, employees, and contractors to sign) whatever assignment or other documents we request to evidence our ownership or to help us obtain intellectual property rights in the Innovation. We and our affiliates have no obligation to make any payments to you or any other person with respect to any Innovations. You may not use any Innovation in operating the Store or otherwise without our prior approval.

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

You are required to devote your best efforts to the proper and effective operation of the Store. You (if you are an individual) and your Owners (if you are an Entity) are not required to participate in the actual operation of the Store but may, with our consent, serve as the Primary Contact and/or a Manager. However, we do not recommend an investment in a Store for investors interested in an absentee management business.

You must appoint a Primary Contact who will be responsible for, and have decision-making authority regarding, the Store and its operation. You may not appoint, remove, or replace the Primary Contact without our prior written approval. Your Primary Contact may be (but is not required to be) an Owner. Your Primary Contact must successfully complete Primary Contact Training to our satisfaction. We may, in our sole discretion, permit your Primary Contact to serve as a Manager for the Store, provided that it is their full-time job, they otherwise qualify for the position, and they successfully complete the Management Training Program.

You must have at least two Managers that are dedicated to your Store (one Manager for a Robotic Kiosk). Your Managers must have day-to-day management responsibility for your Store, exercise

on-premises supervision, and personally participate in the direct operation of the Store. Your Managers may be (but are not required to be) an Owner. Your Managers must complete the Management Training Program to our satisfaction. You must inform us in writing of the identity of your Managers and any successors.

If you operate four or more Stores, we may require you to hire one or more additional Managers to serve as a Director of Operations to provide additional support and supervision to multiple Stores. Your Directors of Operations must meet any minimum standards for such position and must complete the Management Training Program and any other training programs that we specify to our satisfaction.

After a Primary Contact's, Manager's, or Director of Operations' death, disability, or termination of employment, you must immediately notify us, and you must designate a successor or acting Primary Contact, Manager or Director of Operations within 30 days. If you fail to do so after receiving from us a default notice with a cure period, we can terminate the Franchise Agreement.

All of your Owners must bind themselves to our restrictive covenants and confidentiality obligations by signing our Personal Covenants Agreement (Schedule B to the Franchise Agreement). You must require all persons affiliated with you to sign a confidentiality agreement to keep our Confidential Information and Trade Secrets confidential (see Item 14).

All of your Owners must sign our Guaranty of Payment and Performance (Schedule C to the Franchise Agreement).

ITEM 16 RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may offer in the Store to customers only the Approved Products that we have approved in writing. You must produce and sell all Approved Products we specify, including all menu items, Trademarked Product Lines, and other products and services that we require you to sell, as stated in the Manuals or otherwise, which are all part of the System. We may change these specifications periodically, without limitation, and we may designate specific Approved Products as optional or mandatory. You must offer all Approved Products that we designate as mandatory. You must maintain a sufficient supply of required Approved Products to meet the inventory standards we prescribe in the Manuals (or to meet reasonably anticipated customer demand, if we have not prescribed specific standards).

You may not use the Store or the Accepted Location to produce or sell any goods, products, or services other than Approved Products sold using the Marks. You may not produce or offer any products (i) that we do not authorize you to produce or sell or (ii) that we direct you not to produce or sell. You may sell Approved Products only in the varieties, forms, and packages that we have approved. If we require you to produce any Approved Products, you must strictly follow our Recipes, using only those product components, ingredients, flavoring, and garnishes that meet our then-current Standards. In dispensing the Approved Products, you may use only containers, cartons, bags, boxes, napkins, and other paper goods and packaging bearing our then-currently approved text and designs, and that otherwise meet our then-current requirements, specifications, and quality standards.

You may not use the Proprietary Marks for any other business. You may not conduct any business other than the business contemplated by the Franchise Agreement from your Accepted Location without first obtaining our written consent. In particular, you may not operate a Delivery Kitchen.

You may only engage in the sale of Approved Products under the System from the Store to the ultimate consumer. We require you to provide catering services and delivery services and you must do so in accordance with any restrictions and guidelines that we may establish in the Manuals or otherwise in writing. You may only provide delivery services through a TPS that we approve or designate. If a TPS is unavailable to provide delivery services for your Store, you may not be required to offer delivery services, subject to our written approval. Except for catering and delivery services that we may allow or require, you may not offer for sale, sell, supply for resale, or deliver any Goods to a third party other than the ultimate consumer at the Store without our prior written consent. Unless otherwise permitted by us in writing, you may not sell any Goods through the Internet or using any other channel of distribution other than your Store.

Currently, all new Stores are required to participate in our Gift Card and Loyalty Programs and must have available for sale to customers a sufficient number of gift cards to meet the demands of the Store. The Gift Card and Loyalty Programs may change in process, style, and design periodically; the most current authorized version must be available in the Store. You must accept for payment gift card(s) presented as payment for purchases made from the Store.

Periodically, we will conduct market research and testing to determine consumer trends and the salability of new food or non-food products, equipment and services. You must participate in any market research programs or testing in your Store and provide us with timely reports and any other relevant information we request. You must purchase for your Store a reasonable quantity of the test products, and you must effectively promote and make a reasonable effort to sell test products.

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTIONS

THE FRANCHISE RELATIONSHIP

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

Franchise Agreement

In this table, "**FA**" refers to the applicable section of the Franchise Agreement, "**FTS**" refers to the applicable section of the Food Truck Schedule, "**RKS**" refers to the applicable section of the Robotic Kiosk Schedule, and "**CBS**" refers to the applicable section of the Co-branded Store Schedule.

Provision	Section in Franchise Agreement	Summary
a. Length of the franchise term	FA: 2.1 FTS, RKS: 23.B.	20 years for Traditional Stores and Non-Traditional Stores. 5 years for Food Trucks and Robotic Kiosks.
b. Renewal or extension of the term	FA: 2.2; Number FTS, RKS: 23.C.	One 20-year renewal term for Traditional Stores and Non-Traditional Stores if you comply with our renewal requirements. If you operate a Food Truck or Robotic Kiosk, we may, in our sole discretion, offer you one additional five-year renewal term.

Provision	Section in Franchise Agreement	Summary
c. Requirements for you to renew or extend	FA: 2.2 FTS, RKS: 23.D. CBS: 23.C.	You must satisfy these requirements to enter into a renewal term: a. Timely request a renewal term b. Complete renewal application. c. Have been in substantial compliance with Franchise Agreement. d. Remodel, refurbish and renovate the Store (or make upgrades to the Food Truck or Robotic Kiosk, if applicable). e. Secure right to operate at Accepted Location or relocate the Store if necessary to meet our then-current Standards f. Sign and return your Renewal Franchise Agreement (which may include materially different terms from the terms contained in your original Franchise Agreement, which is attached to this Disclosure Document). g. Pay the Renewal Fee (if applicable) h. You and your guarantors and Owners must sign a general release. i. If you operate a Co-Branded Store, you must secure the right from the Co-Branded Franchisor to continue to operate the Co-Branded Franchise. If you do not meet these conditions by, and you continue to operate after, the expiration date of the Franchise Agreement, the Franchise Agreement will be extended on a month-to-month basis until such time as (i) the conditions above are satisfied, or (ii) we notify you that the Franchise Agreement is terminated.
d. Termination by you	FA: 17.1	No contractual right to terminate. You may terminate under any grounds permitted by state law.
e. Termination by us without cause	Not applicable	Not applicable
f. Termination by us with cause	FA: 17	We may terminate only if you default.
g. "Cause" defined – curable defaults	FA: 17.3	You have 24 hours to cure if: a. You refuse us permission to inspect or audit. b. Any dilution or adulteration of products at the Store, or any misrepresentation, substitution, or palming off of non-Approved Products from the Store operated under the Franchise Agreement. c. You fail to comply fully with all laws. You have 5 days to cure if: a. You sell, barter, or exchange any Proprietary Goods or Approved Products or other proprietary items at wholesale or retail. You have 10 days to cure if: a. You fail to pay any of your debts to us, our affiliates, or others b. You do not obtain personal covenants required under the Franchise Agreement.

Provision	Section in Franchise Agreement	Summary
		c. You default under your mortgage or lease. d. You fail to obtain insurance or provide proof of insurance. e. You fail to provide required reports. You have 30 days to cure if: a. You do not maintain the required financial records. b. You fail to meet the Site Approval Deadline or Construction Start Deadline. c. You breach any other provision of your Franchise Agreement.
h. "Cause" defined – noncurable defaults	FA: 17.2 FTS: 23.S. RKS: 23.T. CBS: 23.K.	On notice to you: a. You or your Owners violate restrictive covenants or restrictions on use of Confidential Information. b. You copy or permit anyone else to copy any part of the Manuals. c. You (or any principal of your Entity) are convicted of a felony, fraud, etc.; engage in conduct harmful to the Store, System, or Proprietary Marks; or commit a fraud. d. You abandon the Store or suspend operation of the Store for five or more days without our consent. e. Your (or your affiliate's) interest in the lease or sublease for the Accepted Location expires or terminates or you otherwise lose possession of the site. f. After curing a default, you commit the same or similar default again within 12 months. g. You become insolvent, become subject to bankruptcy, make an assignment for creditors, subject to a receiver, have unpaid judgments, subject to attachment proceedings or execution of levy, or un-dismissed foreclosure. h. You or your Owners violate, or have any assets blocked under, any laws related to terrorism. i. You fail to meet the Opening Deadline (or any extended deadline). j. You have an uncured default in any other agreement with us or affiliates which would permit termination under such agreement. k. A threat or danger to public health or safety results from your continued operation of the Store. l. You misuse or make any unauthorized use of the Proprietary Marks. m. If you operate a Food Truck or Robotic Kiosk, you lose the right to operate from your only Accepted Location. n. If you operate a Robotic Kiosk, we determine due to reputational changes that the association with the host facility is damaging the brand. o. If you operate a Robotic Kiosk, the Blendid Agreement expires or is terminated.

Provision	Section in Franchise Agreement	Summary
		p. If you operate a Co-Branded Store, your Co-Branded Agreement expires or is terminated or you lose the right to operate the Co-Branded Franchise.
i. Your obligations on termination/nonrenewal	FA: 18; RKS: 23.U	a. Stop using the System, including our Proprietary Marks, Confidential Information, Trade Secrets, and Manuals, and de-identify the Store. b. Immediately deliver to us or destroy all materials related to the System and your copies of any of the Manuals. c. Within 5 days, pay all sums owing to us and our affiliates. d. Immediately de-identify the Store as our franchisee or former franchisee. e. Immediately comply with non-competition covenants in the Franchise Agreement. f. Cancel or transfer to us all identifiers, such as assumed names, domain names, telephone numbers, post office boxes, and other directory listings. g. Immediately sign agreements necessary for termination. h. Pay all liquidated damages due us. i. At our option, assign the lease to us or, if you own the Accepted Location, lease it to us. j. If we acquire rights in your Accepted Location, within 15 days, arrange with us for an inventory of Goods to be made by us, at our cost. We will have the option for 30 days after termination or expiration to buy these at the fair market value (exclusive of goodwill). k. If you operate a Robotic Kiosk, you must, in our discretion, transfer the Blendid Kiosk to another franchisee or dismantle and dispose of it in accordance with our directions.
j. Assignment of contract by Us	FA: 16.10	We can assign if the assignee is capable of performing our obligations under the Franchise Agreement and agrees to perform these obligations.
k. "Transfer" by you — defined	FA: 16.1	Includes transfer of the Franchise Agreement, any interest in the Franchise Agreement, the license to use the System and the Proprietary Marks, the Store or substantially all of the assets of the Store, or an interest in the ownership of the franchisee (if you are an Entity).
l. Our approval of your transfer	FA: 16.2	Neither you nor other Owners of the interests described in k. above can transfer without first obtaining our written approval.

Provision	Section in Franchise Agreement	Summary
m. Conditions for our approval of transfer	FA: 16.3 (transfers which result in change in control or involve 20% interest in your entity) CBS: 23.J.	In addition to any other conditions we may specify: a. You must give us at least 90 days' prior written notice of any proposed Transfer. b. You must pay all amounts you owe us and our affiliates. c. You are not, and have not been during the term of the Franchise Agreement, in default under the Franchise Agreement or any other agreement with us, or any of our Approved Suppliers without curing such default within the time period specified. d. Transferee and proposed General Manager must attend and successfully complete training before transfer, at transferee's expense. e. Transferee must meet our then-current requirements for new franchisees, including our requirements for proficiency in the English language. f. Transferee agrees to upgrade and remodel Store to conform to our then-current Standards for quality and appearance and trade dress. g. Transferee must sign our then-current Franchise Agreement, which may contain terms materially different than your Franchise Agreement and will expire on the date of expiration of your Franchise Agreement. h. Transferee enters into a written assignment and personal guarantee. i. You and your guarantors and Owners sign a general release. j. You must give us a copy of the signed assignment contract. k. You pay us a Transfer Fee. l. You and your Owners remain liable for pre-Transfer obligation m. Landlord must consent to transfer. n. We determine price will not impact operation. o. You must comply with our right of first refusal. p. If you operate a Co-Branded Store, the Co-Branded Agreement or Co-Branded Franchise are transferred at the same time.
	FA: 16.4 (non-control transfers) FA: 16.5 (related	a. You give us prior written notice of the transfer. b. You pay all sums owed. c. You are not in default d. Transferee meets qualifications e. Transferee signs assignment and guaranty f. You and your guarantors and Owners sign a general release. g. You remain liable for pre-Transfer obligations. h. You pay us a Transfer Fee. a. You give us prior written notice of the transfer. b. You are not in default c. Transferee meets qualifications d. Transferee assumes in writing the Franchise Agreement and the guaranty. e. You may not be in default under the Franchise Agreement.

Provision	Section in Franchise Agreement	Summary
	party transfers)	f. You pay us a Transfer Fee. g. You and your guarantors and Owners must sign a general release and remain liable for pre-Transfer obligations
n. Our right of first refusal to acquire your business	FA: 16.8	We can match any offer for your Store or substantially all interest in your entity.
o. Our option to purchase your business	FA: 18.4	We may purchase your Goods related to the Store at the fair market value (exclusive of good will) and may purchase your Accepted Location if you own it or your interest in any lease.
p. Your death or disability	FA: 16.6	Upon 180 days from your death or permanent incapacity you must transfer all rights and interests to buyer that complies with Transfer provisions, except no Transfer Fee will be due.
q. Non-competition covenants during the term of the franchise	FA: 15.4	Subject to state law, no involvement in a competitive business (generally, similar types of businesses that offer products the same or similar to the Approved Products) anywhere. You may not divert or attempt to divert any business or potential business, misuse vendor relationships, or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Proprietary Marks and the System.
r. Non-competition covenants after the franchise is terminated or expires	FA: 15.4.B.	Subject to state law, for 24 months after expiration or termination, no involvement in a competitive business at the Accepted Location, within 3 miles of your Accepted Location, or within 3 miles of any Store; and no diverting or attempting to divert any business from any Store.
s. Modification of the agreement	FA: 8.3, 22.2 and 22.3	No oral modifications, but we can change the Manuals.
t. Integration/merger clause	FA: 22.2	Only the terms of the Franchise Agreement and related agreements are binding (subject to state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	FA: 19.1	Most disputes must be resolved by arbitration.
v. Choice of forum	FA: 19.1	Subject to state law, currently, arbitration or lawsuit must be in the metropolitan area of district court where our principal place of business is located (currently, Georgia).
w. Choice of law	FA: 15.6 and 22.5	Subject to state law, Georgia law applies to all disputes except those related to the non-competition covenants, which will be governed by the laws of the state in which your Store is located.

ITEM 18 PUBLIC FIGURES

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

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 this disclosure document. Financial performance information that differs from that included in this Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlets 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.

This Item 19 presents information about the financial performance during Fiscal Year 2022 (the fiscal year ended December 25, 2022) of certain Traditional Franchises that were eligible franchises in Fiscal Year 2022. A "**Traditional Franchise**" is a Traditional Store that is operated by a franchisee. An "**eligible franchise**" is a franchise that reported sales in all 52 weeks of Fiscal Year 2022.

This Item 19 does not include data related to (i) Non-Traditional Stores; (ii) Food Trucks; (iii) Robotic Kiosks; (iv) Co-Branded Stores; (v) Traditional Franchises that were not eligible franchises in Fiscal Year 2022; and (vi) affiliate-owned Stores. The financial performance and operations of these excluded Stores can vary significantly from the performance and operations of the Traditional Franchises that are represented in this Item 19.

AVERAGE NET SALES BY QUARTILE
FOR TRADITIONAL FRANCHISES
FOR FISCAL YEAR 2022

Quartiles	Average Net Sales	Number and Percentage of Stores Attaining or Exceeding Average Net Sales	Median Net Sales	Lowest Net Sales	Highest Net Sales
Top Quartile	$1,121,997	59/136 (43%)	$1,070,123	$892,538	$1,906,097
2nd Quartile	$778,215	62/136 (46%)	$770,760	$679,232	$892,063
3rd Quartile	$608,678	67/135 (50%)	$608,675	$528,087	$678,476
Bottom Quartile	$415,653	79/136 (58%)	$434,454	$134,548	$526,972
Total	**$731,361**	**237/543 (44%)**	**$679,232**	**$134,548**	**$1,906,097**

NOTES TO TABLE:

1. As of December 25, 2022, there were 584 Traditional Franchises. Of those 584 locations, 543 (93%) Traditional Franchises are represented in this table. This table does not include (i) 17 Traditional Franchises that did not report sales in all 52 weeks of Fiscal Year 2022, (ii) 14 Traditional Franchises that opened during Fiscal Year 2022, and (iii) 10 Traditional Franchises that were Co-Branded Stores (including one Traditional Franchise that converted to a Co-Branded Store during Fiscal Year 2022). This table also does not include 23 Traditional Franchises that permanently closed

during Fiscal Year 2022, all of which had been open for at least 12 months prior to closing. No Traditional Franchises were reacquired by us in Fiscal Year 2022.

NOTES TO ITEM 19:

1. **Some Stores have sold or earned this amount. Your individual results may differ. There is no assurance that you'll sell or earn as much.**

2. "Net Sales" includes all revenues generated by a Store or conducted from or with respect to a Store, whether the sales are evidenced by cash, check, credit, charge, account, barter or exchange, but does not include (a) the initial sales or reloading of gift cards, (b) discounts, (c) the sale of food or merchandise for which refunds have been made in good faith to customers, (d) the discounted portion of employee meals, (e) sales, meals, use or excise tax imposed by a governmental authority directly on sales and collected from customers, provided that the amount for the tax is added to the selling price or absorbed therein and is actually paid by you to a governmental authority, (f) the sale of equipment used in the operation of the Store, or (g) tips. See Note 2 of Item 6 for a complete definition of "Net Sales."

3. These sales figures do not reflect the costs of sales, operating expenses or other costs or expenses that must be deducted from the Net Sales figures to obtain your net income or profit.

4. We calculated the figures in the tables in these financial performance representations using financial reports submitted by franchisees.

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

6. We encourage you to consult with your own accounting, business, and legal advisors to assist you to prepare your budgets and projections, and to assess the likely or potential financial performance of your franchise. We also encourage you to contact existing franchisees to discuss their experiences with the system and their franchise business. Notwithstanding the information set forth in this financial performance representation, our existing franchisees are your best source of information about franchise operations.

Other than in this Item 19, 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 receive any other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting the Legal Department, Jamba Juice Franchisor SPV LLC, 5620 Glenridge Drive NE, Atlanta, Georgia 30342, 404-255-3250, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20 OUTLETS AND FRANCHISE INFORMATION

As noted in Item 1, Jamba Juice Express™ outlets have not been included in this Item 20, because they are not substantially similar to the Stores offered to prospective franchises under this Disclosure Document.

Table No. 1
Systemwide Store Summary
For Years 2020, 2021, and 2022

Store Type	Year	Stores at the Start of the Year	Stores at the End of the Year	Net Change
Franchised	2020	777	762	-15
	2021	762	747	-15
	2022	747	735	-12
Affiliate-Owned	2020	2	5	+3
	2021	5	3	-2
	2022	3	3	+0
Total Stores	**2020**	**779**	**767**	**-12**
	2021	**767**	**750**	**-17**
	2022	**750**	**738**	**-12**

Table No. 2
Transfers of Stores from Franchisees to New Owners (Other than the Franchisor)
For Years 2020, 2021, and 2022

State	Year	Number of Transfers
Arizona	2020	0
	2021	0
	2022	2
California	2020	0
	2021	12
	2022	103
Connecticut	2020	1
	2021	0
	2022	0
Florida	2020	0
	2021	0
	2022	1
Georgia	2020	1
	2021	0
	2022	0
Hawaii	2020	0
	2021	0
	2022	27

State	Year	Number of Transfers
Idaho	2020	0
	2021	1
	2022	0
Louisiana	2020	2
	2021	0
	2022	0
Minnesota	2020	0
	2021	0
	2022	6
Oregon	2020	0
	2021	1
	2022	0
Pennsylvania	2020	0
	2021	0
	2022	1
New York	2020	0
	2021	1
	2022	0
Tennessee	2020	0
	2021	0
	2022	2
Texas	2020	0
	2021	0
	2022	20
Utah	2020	0
	2021	0
	2022	0
Washington	2020	0
	2021	0
	2022	17
Total	**2020**	**4**
	2021	**15**
	2022	**179**

Table No. 3
Status of Franchised Stores
For Years 2020, 2021, and 2022

State	Year	Stores at Start of Year	Stores Opened	Term-inations	Non-Renewal	Reacquired by Franchisor	Ceased Operations-Other Reasons	Stores at End of the Year
Alabama	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Arizona	2020	40	1	1	0	0	0	40
	2021	40	1	3	0	0	0	38
	2022	38	0	2	0	0	0	36
California	2020	405	6	12	0	0	0	399
	2021	399	13	13	0	0	0	399
	2022	399	9	14	0	0	0	394
Colorado	2020	21	0	3	0	0	0	18
	2021	18	0	0	0	0	0	18
	2022	18	0	2	0	0	0	16
Connecticut	2020	1	1	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Delaware	2020	2	0	0	0	0	0	2
	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
District of Columbia	2020	3	0	0	0	0	0	3
	2021	3	1	2	0	0	0	2
	2022	2	1	0	0	0	0	3
Florida	2020	24	0	4	0	0	0	20
	2021	20	0	2	0	0	0	18
	2022	18	1	5	0	0	0	14
Georgia	2020	4	0	1	0	1	0	2
	2021	2	1	0	0	0	0	3
	2022	3	1	0	0	0	0	4
Hawaii	2020	32	0	0	0	0	0	32
	2021	32	0	1	0	0	0	31
	2022	31	0	3	0	0	0	28
Idaho	2020	8	0	0	0	0	0	8
	2021	8	1	0	0	0	0	9
	2022	9	0	0	0	0	0	9
Illinois	2020	15	0	1	0	0	0	14
	2021	14	1	0	0	0	0	15
	2022	15	1	1	0	0	0	15
Indiana	2020	1	1	1	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	1	1	0	0	0	2

State	Year	Stores at Start of Year	Stores Opened	Term-inations	Non-Renewal	Reacquired by Franchisor	Ceased Operations-Other Reasons	Stores at End of the Year
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
Louisiana	2020	3	0	0	0	0	0	3
	2021	3	0	2	0	0	0	1
	2022	1	0	0	0	0	0	1
Massachusetts	2020	2	0	0	0	0	0	2
	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Maryland	2020	7	1	2	0	0	0	6
	2021	6	0	1	0	0	0	5
	2022	5	1	0	0	0	0	6
Michigan	2020	2	1	0	0	0	0	3
	2021	3	0	2	0	0	0	1
	2022	1	0	0	0	0	0	1
Minnesota	2020	8	0	1	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	1	0	0	0	6
Missouri	2020	4	0	2	0	0	0	2
	2021	2	0	2	0	0	0	0
	2022	0	1	0	0	0	0	1
Nevada	2020	17	2	1	0	0	0	18
	2021	18	1	0	0	0	0	19
	2022	19	1	1	0	0	0	19
New Jersey	2020	9	1	1	0	0	0	9
	2021	9	0	0	0	0	0	9
	2022	9	1	2	0	0	0	8
New York	2020	13	1	3	0	0	0	11
	2021	11	0	3	0	0	0	8
	2022	8	1	1	0	0	0	8
North Carolina	2020	7	0	1	0	0	0	6
	2021	6	0	0	0	0	0	6
	2022	6	1	0	0	0	0	7
Ohio	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	2	0	0	0	0	6
Oklahoma	2020	4	0	2	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Oregon	2020	25	2	0	0	0	0	27
	2021	27	0	1	0	0	0	26
	2022	26	0	1	0	0	0	25
Pennsylvania	2020	9	0	0	0	0	0	9
	2021	9	0	1	0	0	0	8
	2022	8	0	1	0	0	0	7

State	Year	Stores at Start of Year	Stores Opened	Term-inations	Non-Renewal	Reacquired by Franchisor	Ceased Operations-Other Reasons	Stores at End of the Year
South Carolina	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Tennessee	2020	6	1	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Texas	2020	38	5	2	0	0	0	41
	2021	41	6	2	0	0	0	45
	2022	45	4	5	0	0	0	44
Utah	2020	23	2	2	0	0	0	23
	2021	23	0	1	0	0	0	22
	2022	22	1	1	0	0	0	22
Virginia	2020	5	0	0	0	0	0	5
	2021	5	0	2	0	0	0	3
	2022	3	0	0	0	0	0	3
Washington	2020	29	0	0	0	0	0	29
	2021	29	0	5	0	0	0	24
	2022	24	0	0	0	0	0	24
Wisconsin	2020	3	1	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	1	0	0	0	0	5
Totals	2020	777	26	40	0	1	0	762
	2021	762	28	43	0	0	0	747
	2022	747	29	41	0	0	0	735

Note: The numbers in this table show the number of Stores open and operating by franchisees as of December 31, 2022, December 31, 2021 and December 31, 2020. This table does not show franchisees that have signed Franchise Agreements for Stores which have not opened yet or that have had their Franchise Agreement terminated prior to opening their Store.

Table No. 4
Status of Affiliate-Owned Stores
For Years 2020, 2021, and 2022

State	Year	Stores at Start of the Year	Stores Opened	Stores Reacquired From Franchisee	Stores Closed	Stores Sold to Franchisee	Stores at End of the Year
California	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
Georgia	2020	1	2	1	0	0	4
	2021	4	0	0	2	0	2
	2022	2	0	0	0	0	2

State	Year	Stores at Start of the Year	Stores Opened	Stores Reacquired From Franchisee	Stores Closed	Stores Sold to Franchisee	Stores at End of the Year
Texas	2020	0	0	0	0	0	0
	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
Totals	**2020**	**2**	**2**	**1**	**0**	**0**	**5**
	2021	**5**	**0**	**0**	**2**	**0**	**3**
	2022	**3**	**0**	**0**	**0**	**0**	**3**

The numbers in this table are as of December 31, 2022, December 31, 2021 and December 31, 2020.

Table No. 5
Projected Openings As Of December 31, 2022
For Year Ending December 31, 2023

State	Franchise Agreements Signed But Store Not Opened	Projected New Franchised Stores In The Next Year	Projected New Affiliate-Owned Stores In the Next Year
Alabama	1	0	0
Arizona	10	2	0
California	93	20	0
Colorado	3	1	0
Connecticut	2	0	0
Delaware	1	0	0
District of Columbia	1	0	0
Florida	12	3	0
Georgia	6	1	0
Hawaii	0	1	0
Idaho	0	2	0
Illinois	9	3	0
Indiana	4	0	0
Kansas	6	1	0
Maryland	10	0	0
Massachusetts	1	1	0
Minnesota	0	1	0
Missouri	1	0	0
Michigan	5	2	0
Nevada	4	0	0
New Jersey	4	1	0
New Mexico	4	1	0
New York	1	0	0
North Carolina	6	2	0
Ohio	5	0	0
Oregon	7	1	0
Pennsylvania	2	0	0

State	Franchise Agreements Signed But Store Not Opened	Projected New Franchised Stores In The Next Year	Projected New Affiliate-Owned Stores In the Next Year
South Carolina	1	0	0
Tennessee	5	0	0
Texas	19	8	0
Utah	3	2	0
Virginia	1	0	0
Washington	6	1	0
Wisconsin	3	0	0
TOTAL	**236**	**54**	**0**

Attached as Exhibit D is a list of the names, business addresses and business telephone numbers of all Jamba franchisees as of December 31, 2022. Also attached as part of Exhibit E is the name, city and state and current business telephone number (or, if unknown, the last known home telephone number) of every franchisee who has had a franchise agreement terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a franchise agreement during 2022 or who has not communicated with us within 10 weeks of the 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.

Confidentiality Clauses

As a standard practice, when we enter into a Termination and Release Agreement with a former franchisee, we require the former franchisee to agree to maintain the confidentiality of all information that the former franchisee has about us confidential. We have entered into these Termination and Release Agreements (including the confidentiality clause) within the past three years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us. You may wish to speak with current and former franchisees but be aware that not all such franchisees will be able to communicate with you.

Franchisor Sponsored Franchisee Organizations

We have established the FAC to use as a sounding board on issues that affect the System in the areas of brand development, franchise support, new business, marketing, product, design, equipment, operations and new revenue channels. The address for the FAC is at our principal office at 5620 Glenridge Drive NE, Atlanta, Georgia 30342. The FAC does not maintain a separate telephone number, email address or website.

Independent Franchisee Organizations

As of the date of this Disclosure Document, no independent franchisee organizations have asked to be included in this Disclosure Document.

ITEM 21 FINANCIAL STATEMENTS

Attached as Exhibit A to this Disclosure Document are the audited financial statements of Focus Systems, our parent company, which include the consolidated balance sheets as of December 25, 2022 and December 26, 2021 and the related consolidated statements of operations, changes in member's equity, and cash flows for the fiscal years ended December 25, 2022, December 26, 2021, and December 27, 2020. Focus Systems guarantees the performance of our obligations under the Franchise Agreement. A copy of the guaranty of Focus Systems is attached as Exhibit A.

As reflected in Item 1, Focus Brands will be providing required support and services to franchisees under a management agreement with us. Attached as Exhibit A are the audited financial statements of Focus Brands as of and for the fiscal years ended December 25, 2022 and December 26, 2021. These financial statements are being provided for disclosure purposes only. Focus Brands is not a party to the Franchise Agreement or other agreement we sign with franchisees nor does it guarantee our obligations under the Franchise Agreement or other agreements we sign with franchisees.

ITEM 22 CONTRACTS

The following contracts and related documents are attached to this Disclosure Document.

EXHIBIT B JAMBA FRANCHISE AGREEMENT AND RELATED AGREEMENTS:

- Schedule A - Franchise Specific Terms
- Schedule B - Personal Covenants
- Schedule C - Guaranty of Payment and Performance
- Schedule D - State Law Addendum (If Required)
- Schedule E - Multi-Unit Addendum

EXHIBIT C OTHER AGREEMENTS

- Jamba Food Truck Schedule (to replace Schedule A of the Franchise Agreement)
- Jamba Robotic Kiosk Schedule (to replace Schedule A of the Franchise Agreement)
- Blendid Service Level Agreement (only applicable to Robotic Kiosks)
- Co-Branded Store Schedule
- Non-Disclosure and Confidentiality Agreement
- General Release
- POS System Support Services Agreement

ITEM 23 RECEIPTS

Two copies of an acknowledgment of your receipt of this Disclosure Document are attached as the last two pages of this Disclosure Document. Please return one copy to us and retain the other for your records.

EXHIBIT A

FINANCIAL STATEMENTS

GUARANTEE OF PERFORMANCE

For value received, FOCUS Brands Systems LLC, a Delaware limited liability company (the "Guarantor"), located at 5620 Glenridge Drive NE, Atlanta, Georgia 30342, absolutely and unconditionally guarantees to assume the duties and obligations of Jamba Juice Franchisor SPV LLC, located at 5620 Glenridge Drive NE, Atlanta, Georgia 30342 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2023 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This Guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Atlanta, Georgia on this 23rd day of March 2023.

Guarantor:

FOCUS BRANDS SYSTEMS LLC

By:_____
Name: Michael J. Dixon
Title: Chief Financial Officer

Consolidated Financial Statements and
Report of Independent Certified Public Accountants

FOCUS Brands Systems LLC and Subsidiaries

December 25, 2022 and December 26, 2021

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Member
FOCUS Brands Systems LLC and Subsidiaries

Opinion

We have audited the consolidated financial statements of FOCUS Brands Systems LLC and Subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 25, 2022 and December 26, 2021, and the related consolidated statements of operations, changes in member's equity, and cash flows for the years ended December 25, 2022, December 26, 2021 and December 27, 2020, and the related notes to the financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 25, 2022 and December 26, 2021, and the results of their operations and their cash flows for the years ended December 25, 2022, December 26, 2021 and December 27, 2020 in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

We conducted our audits of the consolidated financial statements in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our 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 consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are issued.

Grant Thornton LLP is the U.S. member firm of Grant Thornton International Ltd (GTIL). GTIL and each of its member firms are separate legal entities and are not a worldwide partnership.

Auditor's responsibilities for the audit of the financial statements
Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

Grant Thornton LLP

Atlanta, Georgia
March 15, 2023

Consolidated balance sheets

(In thousands)

	December 25, 2022	December 26, 2021
Assets		
Current assets:		
Cash and cash equivalents	$ 171	$ 288
Restricted cash - securitization	6,339	5,037
Accounts receivable, net of allowance for doubtful accounts of $1,351 and $2,118 in 2022 and 2021, respectively	21,091	17,212
Prepaid expenses and other current assets	3	12
Total current assets	**27,604**	**22,549**
Assets held for lease, net	331	345
Intangible assets, net	306,409	308,231
Total assets	**$ 334,344**	**$ 331,125**
Liabilities and Member's Equity		
Current liabilities:		
Accrued expenses and other liabilities	$ 3,045	$ 3,170
Deferred revenue	3,383	2,784
Intercompany payables	2,787	3,282
Total current liabilities	**9,215**	**9,236**
Long-term deferred revenue	47,357	45,856
Long-term other liabilities	125	120
Total liabilities	**56,697**	**55,212**
Member's equity:		
Member's equity	277,647	275,913
Total Member's equity	**277,647**	**275,913**
Total liabilities and Member's equity	**$ 334,344**	**$ 331,125**

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

Consolidated statements of operations

(In thousands)

For the fiscal years ended:	December 25, 2022	December 26, 2021	December 27, 2020
Revenues:			
Franchise revenues	$ 259,833	$ 221,276	$ 166,977
Total revenues	**259,833**	**221,276**	**166,977**
Fees and expenses:			
Management fee to FBLLC	46,690	41,654	42,353
Selling, general and administrative expenses	128	404	1,793
Depreciation and amortization expense	2,037	3,030	3,435
Total fees and expenses	**48,855**	**45,088**	**47,581**
Operating income	**210,978**	**176,188**	**119,396**
Income before income tax expense	**210,978**	**176,188**	**119,396**
Income tax expense	2,267	1,565	1,188
Net income	**$ 208,711**	**$ 174,623**	**$ 118,208**

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

Consolidated statements of changes in member's equity

(In thousands)

		Member's equity
Balance at December 29, 2019	**$**	**282,090**
Distributions to Member, net		(118,807)
Net income		118,208
Balance at December 27, 2020		**281,491**
Distributions to Member, net		(180,201)
Net income		174,623
Balance at December 26, 2021		**275,913**
Non-cash capital contributions from Member		1,285
Distributions to Member, net		(208,262)
Net income		208,711
Balance at December 25, 2022	**$**	**277,647**

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

Consolidated statements of cash flows

(In thousands)

For the fiscal years ended:	December 25, 2022	December 26, 2021	December 27, 2020
Cash flows from operating activities:			
Net income	$ 208,711	$ 174,623	$ 118,208
Adjustments to reconcile net income to net cash provided by operating activities:			
Depreciation and amortization expense	2,037	3,030	3,435
Loss (gain) on assets held for lease, net	(4)	11	(6)
Provision for (recoveries from) bad debts	(289)	120	1,754
Changes in operating assets and liabilities:			
Accounts receivable, prepaid expenses and other assets	(2,295)	(923)	(3,815)
Accrued expenses and other liabilities	(121)	677	303
Deferred revenue	2,100	(626)	(1,502)
Intercompany receivable / payable	(495)	3,362	646
Net cash provided by operating activities	**209,644**	**180,274**	**119,023**
Cash flows from investing activities:			
Purchases of assets held for lease	(201)	(33)	(51)
Proceeds from sale or disposal of assets held for lease	4	9	13
Net cash used in investing activities	**(197)**	**(24)**	**(38)**
Cash flows from financing activities:			
Distributions to Member, net	(208,262)	(180,201)	(118,807)
Net cash used in financing activities	**(208,262)**	**(180,201)**	**(118,807)**
Net increase in Cash and cash equivalents and Restricted cash - securitization	1,185	49	178
Cash and cash equivalents and Restricted cash - securitization, beginning of period	5,325	5,276	5,098
Cash and cash equivalents and Restricted cash - securitization, end of period	**$ 6,510**	**$ 5,325**	**$ 5,276**
Supplemental disclosure of cash flow information:			
Cash paid for:			
Income taxes, net	$ 2,267	$ 1,565	$ 1,188

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

Notes to consolidated financial statements
(Dollars in thousands)

1 Nature of Operations and Summary of Significant Accounting Policies

Organization

FOCUS Brands Systems LLC (the "Company") is a limited-purpose, bankruptcy-remote, wholly owned direct subsidiary of FOCUS Brands Funding LLC (the "Master Issuer"), which is a limited-purpose, bankruptcy-remote, wholly owned direct subsidiary of FOCUS Funding Holdco LLC, which is a limited-purpose, bankruptcy-remote, wholly owned direct subsidiary of FBIG LLC, which is a wholly owned direct subsidiary of Focus Brands LLC ("FBLLC"), which is a wholly owned direct subsidiary of Focus Brands Holdings Inc. ("FBHI").

On January 17, 2020, a restructuring was completed whereby Carvel Funding Holdco LLC and McAlister's Funding Holdco LLC merged with and into FOCUS Funding Holdco LLC, Carvel Funding LLC and McAlister's Funding LLC merged with and into the Master Issuer, and Carvel Franchisor SPV LLC and McAlister's Franchisor SPV LLC were contributed to the Company at book value.

The Company comprises the worldwide operations of its limited-purpose, bankruptcy-remote, wholly owned direct subsidiaries (collectively, the "Franchising Entities"): Auntie Anne's Franchisor SPV LLC, Carvel Franchisor SPV LLC, Cinnabon Franchisor SPV LLC, McAlister's Franchisor SPV LLC, Moe's Franchisor SPV LLC, and Schlotzsky's Franchisor SPV LLC. The Franchising Entities are the franchisors of over 5,500 bakeries and restaurants ("SBRs", "SBR") in the United States and approximately 60 foreign countries and territories operating under the brand names Carvel®, Cinnabon®, Schlotzsky's®, Moe's®, Auntie Anne's®, and McAlister's Deli®. The Franchising Entities' business revenues are primarily generated from franchise revenues including royalty and mix fees, development and franchise fees, licensing fees, rebates from certain vendors, and digital transaction fees.

Certain of the Company's affiliates administer the advertising funds on behalf of the brands' franchise systems. The certain affiliates are not included in the Company's consolidated financial statements.

Basis of Presentation

All significant intercompany accounts and transactions have been eliminated in consolidation.

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

The member's equity balance at December 29, 2019 has been reclassified to conform to the current year presentation resulting from the restructuring that occurred on January 17, 2020.

Fiscal Year

The Company operates on a fifty-two or fifty-three week fiscal year that ends on the last Sunday of the calendar year. The consolidated financial statements include fifty-two weeks for the fiscal years ended December 25, 2022, December 26, 2021, and December 27, 2020, respectively.

Cash and Cash Equivalents

Cash and cash equivalents include funds not subject to the restrictions discussed in the "Restricted Cash" section. As of December 25, 2022 and December 26, 2021, Cash and cash equivalents consists only of funds on deposit with commercial banks.

Restricted Cash

The Company's restricted cash is comprised of cash collections related to securitized franchising or licensing activities.

Credit Risk

The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents, restricted cash, and accounts receivable. The Company places its cash and cash equivalents and restricted cash, which generally exceed federally insured limits, with high credit quality financial institutions or in money market funds that invest in U.S. Treasury bills, notes, or other obligations issued or guaranteed by the U.S. Government, its agencies, or instrumentalities, and repurchase agreements secured by such obligations or cash. The Company has not experienced any losses in such accounts.

Accounts receivable consists primarily of amounts due from franchisees, vendors, and licensees. The financial condition of the franchisees and licensees is largely dependent upon the underlying business trends of the Company's brands and market conditions within the quick service restaurant industry, both domestically and internationally. This concentration of credit risk is mitigated, in part, by the large number of franchisees and licensees of each brand and the short-term nature of the related receivables. As of December 25, 2022 and December 26, 2021, no individual franchisee or licensee accounted for more than 10% of total accounts and notes receivable. No individual franchisee or licensee accounted for more than 10% of total revenues for the fiscal years ended December 25, 2022, December 26, 2021, and December 27, 2020.

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are reflected in the consolidated financial statements at cost, net of allowance.

The Company determines the allowance for doubtful accounts based upon a specific review of outstanding customer balances and a general reserve based on the aging of customer accounts and write-off history. Accounts receivable are written off against the allowance for doubtful accounts when it is probable the receivable will not be recovered. The Company monitors the financial condition of its subsidiaries' franchisees, licensees, and vendors and records provisions for estimated losses on receivables when the Company believes that it will be unable to collect the required payments. While the Company uses the best information available in making its determination, the ultimate recovery of recorded receivables is also dependent upon future economic events and other conditions that may be beyond the Company's control.

Assets Held for Lease

Assets held for lease is largely comprised of satellite SBRs that the Company leases to franchisees under month-to-month operating lease agreements and are recorded at cost, less accumulated depreciation. Expenditures that extend the useful lives of the related assets are capitalized. Expenditures for normal maintenance and repairs are expensed as incurred. Depreciation is computed on a straight-line basis over estimated useful lives of between 2-7 years.

Intangible Assets

Intangible assets consist primarily of tradenames and franchise agreements. The Company does not amortize tradenames. Indefinite-lived intangible assets are evaluated for impairment on an annual basis at year-end, or more frequently when circumstances arise indicating that a particular asset may be impaired. The impairment evaluation for the indefinite-lived tradenames includes a comparison of the fair value of the tradenames with their respective carrying value. Fair value is the amount for which the tradenames could be sold in a current transaction between willing parties. The Company estimates fair value using multiple valuation methodologies, including discounted cash flow models. The operating assumptions used in the discounted cash flow models are generally consistent with past performance and with the projections and assumptions that are used in the current operating plan. Such assumptions are subject to change as a result of changing economic and competitive conditions. If the carrying value of an indefinite-lived tradename exceeds fair value, the tradename is written down to its fair value.

Amortizable intangible assets are tested for impairment if events occur that suggest the assets might be impaired. No impairment losses were recorded for intangible assets during the fiscal years ended December 25, 2022, December 26, 2021, and December 27, 2020.

Income Taxes

The Company is comprised of single-member limited liability companies for federal and state income tax purposes with all income tax liabilities and/or benefits of the Company being passed through to an indirect parent of the Company. As such, no recognition of federal or state income taxes for the Company have been provided for in the accompanying consolidated financial statements.

Income tax expense is comprised of foreign income taxes in certain international jurisdictions which arise from withholding taxes associated with payments of royalties and fees by international franchisees.

Revenue Recognition

Revenue is recognized in accordance with a five-step revenue model, as follows: identifying the contract with the customer; identifying the performance obligations in the contract; determining the transaction price; allocating the transaction price to the performance obligations; and recognizing revenue when (or as) the entity satisfies a performance obligation. In applying this five-step model, the Company determined that the franchise right granted for each individual SBR within an arrangement represents a single performance obligation. Therefore, all consideration within the contract is allocated to the franchise right and recognized over the term of the franchise agreement.

Franchise revenues consists of revenues from franchising activities and are recognized based on the terms of the underlying franchise agreements.

Development fees are recorded as deferred franchise revenue when received and are recognized as revenue on a straight-line basis over the term of each underlying franchise agreement satisfying the development obligation, commencing when the SBR is opened.

Franchise fees are recorded as deferred revenue when received and are recognized as revenue on a straight-line basis over the term of each respective franchise agreement, commencing when the SBR covered by the fees is opened.

Certain franchisees are required to purchase ice cream mix from a certain Franchising Entity's approved distributors, who in turn source the ice cream mix from that Franchising Entity's approved manufacturers. Ice cream mix revenues are recognized upon the sale of ice cream mix based upon the respective agreements with the manufacturers, distributors, and the franchisees.

Comprehensive Income

Comprehensive income is defined as the change in equity of a business enterprise during a period from transactions and other events and circumstances from non-owner sources. Comprehensive income is the same as net income for the periods presented. Therefore, separate statements of comprehensive income are not included in the accompanying consolidated financial statements.

Fair Value Measurements

The guidance for fair value measurements establishes the authoritative definition for fair value, sets out a framework for measuring fair value and outlines the required disclosures regarding fair value measurements. Fair value is the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date.

At December 25, 2022 and December 26, 2021, the Company had no financial instruments that are measured at fair value.

Subsequent Events

The Company discloses material events that occur after the balance sheet date but before financial statements are issued. In general, these events are recognized in the financial statements if the condition existed at the date of the balance sheet, but are not recognized if the condition did not exist at the balance sheet date. The Company discloses non-recognized events if required to keep the financial statements from being misleading. Management evaluated events occurring subsequent to December 25, 2022 through March 15, 2023, the date these consolidated financial statements were available for issuance, and determined that no subsequent event disclosures were required.

2 Revenue

The Company recognizes franchise revenues as the related performance obligations are satisfied.

The Company generally recognizes revenue associated with franchise and development fees of open SBRs over time. The Company's other revenue streams are generally recognized at a point in time.

Franchise revenues are disaggregated by the timing of recognition as follows:

For the fiscal years ended:	December 25, 2022	December 26, 2021	December 27, 2020
Franchise revenues satisfied over time	$ 3,736	$ 3,569	$ 3,576
Franchise revenues satisfied at a point in time	256,097	217,707	163,401
Franchise revenues	**$ 259,833**	**$ 221,276**	**$ 166,977**

Changes in deferred franchise and development fees are as follows:

For the fiscal years ended:	December 25, 2022	December 26, 2021
Deferred revenue at the beginning of the period	$ 48,640	$ 49,266
Revenue recognized during the period	(11,413)	(8,590)
Deferrals due to cash received and other	13,513	7,964
Deferred revenue	**$ 50,740**	**$ 48,640**

The Company expects to recognize revenue in the future related to performance obligations that are partially satisfied at the end of the period:

For the fiscal years:	
2023	$ 3,383
2024	2,770
2025	2,604
2026	2,455
2027	2,289
Thereafter	21,824
Deferred revenue for open SBRs	**$ 35,325**

Deferred revenue of $15,415 relates to the unsatisfied future performance obligations associated with unopened SBRs and is not included within the table above. The Company anticipates recognizing revenue over the terms of the respective franchise agreements, which are typically 10-20 years, once the related SBRs are opened.

3 Assets Held for Lease

Assets held for lease, net consists of the following:

	December 25, 2022	December 26, 2021
Assets held for lease	$ 4,611	$ 4,484
Accumulated depreciation	(4,280)	(4,139)
Assets held for lease, net	**$ 331**	**$ 345**

Depreciation of assets held for lease totaled $215, $370, and $627 for the fiscal years ended December 25, 2022, December 26, 2021, and December 27, 2020, respectively.

4 Intangible Assets

Intangible assets, net at December 25, 2022 consists of the following:

	Weighted average amortization period (years)	Gross carrying amount	Accumulated amortization	Net carrying amount
Definite-lived intangibles:				
Franchise agreements	20	$ 2,216	$ (1,930)	$ 286
Indefinite-lived intangibles:				
Tradenames	n/a	306,123	n/a	306,123
		$ 308,339	**$ (1,930)**	**$ 306,409**

Intangible assets, net at December 26, 2021 consists of the following:

	Weighted average amortization period (years)	Gross carrying amount	Accumulated amortization	Net carrying amount
Definite-lived intangibles:				
Franchise agreements	13	$ 41,610	$ (39,502)	$ 2,108
Indefinite-lived intangibles:				
Tradenames	n/a	306,123	n/a	306,123
		$ 347,733	**$ (39,502)**	**$ 308,231**

Amortization expense of definite-lived intangible assets totaled $1,822, $2,660, and $2,808 for the fiscal years ended December 25, 2022, December 26, 2021, and December 27, 2020, respectively.

Estimated future amortization expense for each of the next five years is as follows:

For the fiscal years:		
2023	$	111
2024		111
2025		64
2026		-
2027		-

5 Guarantees

The Master Issuer and Jamba Juice Funding LLC, a limited-purpose, bankruptcy-remote, wholly owned direct subsidiary of Jamba Juice Funding Holdco LLC, which is a limited-purpose, bankruptcy-remote, wholly owned direct subsidiary of Jamba Juice LLC, which is a wholly owned direct subsidiary of Jamba, Inc., which is a wholly owned direct subsidiary of FBIG LLC (Jamba Juice Funding LLC, collectively with the Master Issuer, the "Co-Issuers"), are the issuers of outstanding senior secured notes (the "Senior Notes") under a securitized financing facility.

The Senior Notes are secured by intellectual property and franchising-related assets held by the Company, its indirect parents, and certain other affiliates (collectively, the "Guarantors"). Each Guarantor is a separate entity, has separate creditors (from FBHI and any of its non-Guarantor affiliates), and owns all its assets. The Co-Issuers are dependent on the Company and certain other subsidiaries of the Co-Issuers for sufficient cash flow to service the debt. As of December 25, 2022 and December 26, 2021, the outstanding principal balance of the Senior Notes on the separate Co-Issuers' combined balance sheets totaled $1,175,113 and $858,484, respectively.

FBLLC manages and services the Co-Issuers' and the Guarantors' assets in its capacity as the manager under a management agreement (the "Securitization Management Agreement"). The primary responsibilities of the manager are to administer collections and otherwise manage the managed assets on behalf of the Co-Issuers and the Guarantors, and to perform certain franchising, intellectual property, and operational and reporting services on behalf of the Co-Issuers and the Guarantors with respect to the managed assets (see Note 6).

6 Related Party Transactions

The Company recognized royalty fees from SBRs which are owned and operated by affiliates of $5,921, $5,855, and $4,992 in the consolidated statements of operations for the fiscal years ended December 25, 2022, December 26, 2021, and December 27, 2020, respectively.

As discussed in Note 5, the Guarantors entered into the Securitization Management Agreement with FBLLC to perform certain services on behalf of the Guarantors. In exchange for the services, the Company pays a weekly management fee equal to the sum of (i) a base amount of $16,600 and (ii) $11 for every $100 of aggregate collections over the preceding four most recently ended quarterly fiscal periods, divided by 52 or 53, as applicable. Fees are subject to 2% annual increases on the first day of the Company's fiscal year, with a cap as defined in the Securitization Management Agreement. The Company expensed management fees of $46,690, $41,654, and $42,353 in the consolidated statements of operations within Management fee to FBLLC for the fiscal years ended December 25, 2022, December 26, 2021, and December 27, 2020, respectively.

7 Commitments and Contingencies

Legal Actions and Claims

In the normal course of business, various legal actions and claims are pending against the Company. It is the opinion of management, based on consultation with counsel, that the ultimate resolution of these contingencies, to the extent not previously provided for, will not have a material effect on the consolidated financial condition, results of operations or liquidity of the Company.

Consolidated Financial Statements and
Report of Independent Certified Public Accountants

Focus Brands LLC and Subsidiaries

December 25, 2022 and December 26, 2021

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Member
Focus Brands LLC and Subsidiaries

Opinion

We have audited the consolidated financial statements of Focus Brands LLC (a Delaware corporation) and subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 25, 2022 and December 26, 2021, and the related consolidated statements of operations, changes in member's deficit, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 25, 2022 and December 26, 2021, and the results of their operations and their cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

We conducted our audits of the consolidated financial statements in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our 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 consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are issued.

Grant Thornton LLP is the U.S. member firm of Grant Thornton International Ltd (GTIL). GTIL and each of its member firms are separate legal entities and are not a worldwide partnership.

Auditor's responsibilities for the audit of the financial statements
Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

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

Emphasis of matter
As discussed in Note 1 to the financial statements, the Company has adopted new accounting guidance in 2022 related to Accounting Standards Codification Topic 842-*Leases*. Our opinion is not modified with respect to this matter.

Grant Thornton LLP

Atlanta, Georgia
March 6, 2023

Consolidated balance sheets

(In thousands)

	December 25, 2022	December 26, 2021
Assets		
Current assets:		
Cash and cash equivalents	$ 31,196	$ 194,701
Restricted cash and cash equivalents - securitization	27,456	18,273
Accounts receivable, net of allowance for doubtful accounts of $1,383 and $2,757 in 2022 and 2021, respectively	31,935	31,450
Inventories	1,116	834
Prepaid expenses and other current assets	8,720	6,589
Advertising funds assets	6,972	19,349
Income taxes receivable	-	6,898
Intercompany receivables from Parent	3,277	3,277
Total current assets	**110,672**	**281,371**
Property, equipment, leasehold improvements and land, net	59,734	34,522
Operating lease assets, net	75,786	-
Goodwill	120,682	120,163
Intangible assets, net	496,111	498,781
Long-term other assets	13,532	15,231
Total assets	**$ 876,517**	**$ 950,068**

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

Consolidated balance sheets (cont'd)

(In thousands)

	December 25, 2022	December 26, 2021
Liabilities and Member's Deficit		
Current liabilities:		
Accounts payable	$ 8,975	$ 12,585
Accrued expenses and other liabilities	69,013	73,303
Income taxes payable	7,342	-
Advertising funds liabilities	12,693	14,060
Deferred revenue	3,721	3,092
Current portion of operating lease liabilities	15,889	-
Current portion of long-term debt	10,550	8,942
Total current liabilities	**128,183**	**111,982**
Long-term debt	1,151,023	837,698
Long-term operating lease liabilities	67,500	-
Long-term deferred tax liabilities	76,872	72,650
Long-term deferred revenue	56,549	54,783
Long-term other liabilities	1,596	12,154
Total liabilities	**1,481,723**	**1,089,267**
Commitments and contingencies (see Note 11)		
Member's deficit:		
Member's deficit	(605,206)	(139,199)
Total member's deficit	**(605,206)**	**(139,199)**
Total liabilities and member's deficit	**$ 876,517**	**$ 950,068**

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

Consolidated statements of operations

(In thousands)

For the fiscal years ended:	December 25, 2022	December 26, 2021
Revenues:		
Franchise revenues	$ 303,672	$ 262,669
Company store, bakery and restaurant revenues	108,736	106,924
Franchise and other rental revenues	11,598	13,141
Advertising funds revenues	82,346	77,809
Total revenues	**506,352**	**460,543**
Expenses:		
Company store, bakery and restaurant operations expenses	92,920	89,639
Selling, general and administrative expenses	144,543	126,046
Franchise and other rental expense	10,803	12,616
Share-based compensation expense	4,645	912
Advertising funds expenses	83,652	76,218
Depreciation and amortization expense	10,139	14,600
Other operating expense, net	9,784	16,931
Total expenses	**356,486**	**336,962**
Operating income	**149,866**	**123,581**
Interest expense, net	54,736	45,849
Other expense, net	5,940	1,202
Income before income tax expense	**89,190**	**76,530**
Income tax expense	21,135	16,590
Net income	**$ 68,055**	**$ 59,940**

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

Consolidated statements of changes in member's deficit

(In thousands)

		Member's deficit
Balance at December 27, 2020	**$**	**(200,800)**
Cash proceeds retained from the exercise of Parent's stock options		1,182
Share-based compensation expense		912
Purchase of Parent's shares of common stock		(433)
Net income		59,940
Balance at December 26, 2021		**(139,199)**
Cash proceeds retained from the exercise of Parent's stock options		1,935
Share-based compensation expense		4,645
Cash distribution paid to Parent		(540,642)
Net income		68,055
Balance at December 25, 2022	**$**	**(605,206)**

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

Consolidated statements of cash flows

(In thousands)

For the fiscal years ended:	December 25, 2022	December 26, 2021
Cash flows from operating activities:		
Net income	$ 68,055	$ 59,940
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization expense	10,139	14,600
Non-cash interest expense	2,885	2,826
Loss on debt extinguishment	5,940	78
Deferred income taxes	4,222	7,788
Asset impairment losses	423	-
Gain on disposed property, equipment and leasehold improvements, net	(872)	(1,281)
Share-based compensation expense	4,645	912
Recoveries from bad debts	(385)	(275)
Changes in operating assets and liabilities:		
Accounts receivable	(99)	2,321
Inventories, prepaid expenses and other assets	(2,132)	(3,614)
Advertising funds	11,010	1,408
Accounts payable, accrued expenses and other liabilities	(9,010)	18,810
Deferred revenue	2,394	995
Operating lease assets and liabilities	(942)	-
Income tax receivables and payables, net	14,245	(7,563)
Long-term other liabilities	(751)	(3,053)
Net cash provided by operating activities	**109,767**	**93,892**
Cash flows from investing activities:		
Acquisition of stores, bakeries and restaurants	(1,368)	(390)
Purchases of property, equipment and leasehold improvements	(32,462)	(11,218)
Proceeds from sale of stores, bakeries and restaurants	2,319	2,431
Proceeds from sale or disposal of property, equipment and leasehold improvements	23	626
Other investments	-	(2,000)
Net cash used in investing activities	**(31,488)**	**(10,551)**
Cash flows from financing activities:		
Borrowings on revolving credit facility	160,000	-
Payments on revolving credit facility	(5,000)	-
Proceeds from securitized borrowings	355,000	-
Principal payments on debt	(8,859)	(8,957)
Payments on debt extinguishment	(192,148)	(5,558)
Payments on debt modification	(2,887)	(1,398)
Proceeds from issuance of Parent's shares of common stock	1,935	1,182
Purchases of common stock	-	(433)
Distributions to shareholders	(540,642)	-
Net cash used in financing activities	**(232,601)**	**(15,164)**
Net increase (decrease) in Cash and cash equivalents and Restricted cash and cash equivalents - securitization	(154,322)	68,177
Cash and cash equivalents and Restricted cash and cash equivalents - securitization, beginning of period	212,974	144,797
Cash and cash equivalents and Restricted cash and cash equivalents - securitization, end of period	**$ 58,652**	**$ 212,974**

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

Notes to consolidated financial statements
(Dollars in thousands)

1 Nature of Operations and Summary of Significant Accounting Policies

Organization

Focus Brands LLC ("FBLLC"), a wholly owned subsidiary of Focus Brands Holdings Inc. ("FBHI" or the "Parent"), comprises the worldwide operations of its subsidiaries (the "subsidiaries" and collectively, the "Company") which are principally the franchisors and operators of over 6,600 stores, bakeries, and restaurants ("SBRs", "SBR") in the United States and approximately 60 foreign countries and territories operating under the brand names Carvel®, Cinnabon®, Schlotzsky's®, Moe's®, Auntie Anne's®, McAlister's Deli®, Jamba® and on certain military bases and in certain international markets under the brand name of Seattle's Best Coffee®.

The subsidiaries' business revenues are primarily generated from:

- Franchise revenue including royalty and mix fees, development and franchise fees, licensing fees, rebates from certain vendors, and digital transaction fees;
- Company store, bakery, and restaurant ("Company SBRs") revenue from the operations of SBR locations owned directly by certain of the Company's subsidiaries;
- Franchise and other rental revenues from properties leased and subleased to certain franchisees and other third parties; and
- Advertising funds revenue including contributions from franchisees and Company SBRs and rebates from certain vendors.

Basis of Presentation

All significant intercompany accounts and transactions have been eliminated in consolidation.

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

Certain prior year amounts were reclassified on the consolidated statement of operations to conform with current year presentation.

Fiscal Year

The Company operates on a fifty-two or fifty-three week fiscal year that ends on the last Sunday of the calendar year. The consolidated financial statements for the fiscal years ended December 25, 2022 and December 26, 2021 include fifty-two weeks.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments purchased with an original maturity of three months or less. As of December 25, 2022 and December 26, 2021, Cash and cash equivalents consists of funds on deposit with commercial banks and money market mutual fund accounts.

Restricted Cash and Cash Equivalents

Certain cash and money market mutual fund accounts are in the name of a certain financial institution (the "Trustee") for the benefit of the Trustee and the holders of the Senior Notes (see Note 5), or have been pledged to the Trustee, and are restricted in their use. The Company holds restricted cash comprised of the following: (i) cash collections and cash reserves held by the Trustee to be used for payments of principal, interest, and commitment fees required for the Company's notes, and (ii) any other cash collections related to securitized franchising or licensing activities held in special-purpose, bankruptcy-remote subsidiaries.

Credit Risk

The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable. The Company places its cash and cash equivalents and restricted cash and cash equivalents, which generally exceed federally insured limits, with high credit quality financial institutions or in money market funds that invest in U.S. Treasury bills, notes, or other obligations issued or guaranteed by the U.S. Government, its agencies, or instrumentalities, and repurchase agreements secured by such obligations or cash. The Company has not experienced any losses in such accounts.

Accounts receivable consists primarily of amounts due from franchisees, vendors, licensees, and gift card retailers. The financial condition of the franchisees and licensees is largely dependent upon the underlying business trends of the Company's brands and market conditions within the quick service restaurant industry, both domestically and internationally. This concentration of credit risk is mitigated, in part, by the large number of franchisees and licensees of each brand and the short-term nature of the related receivables. As of December 25, 2022 and December 26, 2021, no individual franchisee or licensee accounted for more than 10% of total accounts and notes receivable. No individual franchisee or licensee accounted for more than 10% of total revenues for the fiscal years ended December 25, 2022 and December 26, 2021.

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are reflected in the consolidated financial statements at cost, net of allowance.

The Company determines the allowance for doubtful accounts based upon a specific review of outstanding customer balances and a general reserve based on the aging of customer accounts and write-off history. Accounts receivable are written off against the allowance for doubtful accounts when it is probable the receivable will not be recovered. The Company monitors the financial condition of its subsidiaries' franchisees, licensees, and vendors and records provisions for estimated losses on receivables when the Company believes that it will be unable to collect the required payments. While the Company uses the best information available in making its determination, the ultimate recovery of recorded receivables is also dependent upon future economic events and other conditions that may be beyond the Company's control.

Inventories

Inventories are stated at the lower of cost or net realizable value. Cost is determined using the first-in, first-out method.

Property, Equipment, Leasehold Improvements and Land

Property, equipment, and leasehold improvements are recorded at cost, less accumulated depreciation. Land is recorded at cost. Expenditures for major renewals and improvements that extend the useful lives of the related assets are capitalized. Expenditures for normal maintenance and repairs are expensed as incurred.

Depreciation is computed on a straight-line basis using the following estimated useful lives:

	Life
Buildings	20-22 years
Building improvements	Shorter of the life of the building or up to 20 years
Furniture, fixtures and equipment	2-15 years
Computer software and hardware	3-5 years
Leasehold improvements	Lesser of useful life or lease term

The Company records impairment losses on property, equipment, and leasehold improvements when events and circumstances indicate that the assets might be impaired and the undiscounted cash flows estimated to be generated by those assets are less than the carrying amounts of those assets. Assets determined to be impaired are written down to their estimated fair values using a discounted cash flow model including estimates of salvage values. For the fiscal year ended December 25, 2022, the Company recognized impairment losses on property, equipment, and leasehold improvements on Company SBRs of $423 within Other operating expense, net. No impairment losses were incurred for the fiscal year ended December 26, 2021.

Goodwill and Intangible Assets

Intangible assets consist primarily of goodwill, tradenames, reacquired franchise rights, and franchise agreements. The Company does not amortize goodwill or tradenames. Indefinite-lived intangible assets are evaluated for impairment on an annual basis for each of the subsidiaries which are franchisors and operators of the Company SBRs at year-end, or more frequently when circumstances arise indicating that a particular asset may be impaired.

The impairment evaluation for goodwill and other indefinite-lived intangible assets includes a comparison of the fair value of the subsidiaries which are franchisors and operators of the Company SBRs with their respective carrying value. Fair value is the amount for which the subsidiaries which are franchisors and operators of the Company SBRs could be sold in a current transaction between willing parties. The Company estimates fair value using multiple valuation methodologies, including discounted cash flow models. The operating assumptions used in the discounted cash flow models are generally consistent with past performance and with the projections and assumptions that are used in the Company's current operating plan. Such assumptions are subject to change as a result of changing economic and competitive conditions. If the fair value of the subsidiaries which are franchisors and operators of the Company SBRs is lower than the carrying value, goodwill is written down to fair value. However, the loss recognized cannot exceed the carrying value of the goodwill. If the carrying value of an indefinite-lived intangible asset other than goodwill exceeds fair value, the asset is written down to its fair value.

No impairment losses were recorded for intangible assets during the fiscal years ended December 25, 2022 and December 26, 2021.

Prepaid Expenses and Other Current Assets, and Long-Term Other Assets

As of December 25, 2022, Prepaid expenses and other current assets primarily consists of prepayments of insurance and vendor deposits that are expected to be charged to operations during the next fiscal year and capitalized implementation costs of cloud computing arrangements. The Company amortizes cloud computing costs over the life of the related hosting agreement.

As of December 25, 2022, Long-term other assets primarily consists of prepayments of commissions, favorable sublease assets, operating lease and utilities deposits, deferred receivables related to operating sublease agreements, and other investments. During the fiscal year ended December 26, 2021, the Company made an investment without a readily determinable fair value for $2,000. As of December 25, 2022, the Company continues to value this investment at cost. For the fiscal year ended December 26, 2021, the Company realized a gain of $2,388 within Other expense, net from the sale of a trading security.

As of December 26, 2021, Prepaid expenses and other current assets also included prepayments of rents and Long-term other assets also included favorable lease assets subsequently reclassified to Operating lease assets, net upon the Company's adoption of Accounting Standards Codification ("ASC") 842 – *Leases* ("ASC 842") on December 27, 2021 (the "Effective Date").

Long-Term Other Liabilities

As of December 25, 2022, Long-term other liabilities primarily consists of asset retirement obligations for the Company's corporate offices and certain SBR locations. As of December 26, 2021, Long-term other liabilities also included unfavorable leases and deferred expenses related to operating lease agreements which were subsequently reclassified to Operating lease assets, net with the adoption of ASC 842.

Income Taxes

The Company is included in the consolidated federal income tax return filed by the Parent and is party to an informal tax sharing agreement between the Parent and other members of the consolidated group. The Company accounts for income taxes using the asset and liability method. Under this method, deferred income taxes are recognized for the tax consequences of "temporary differences" by applying enacted statutory tax rates applicable to future years to differences between the financial statement carrying amounts and the tax bases of existing assets and liabilities.

A tax position is recognized as a benefit only if it is more likely than not that the tax position would be sustained in a tax examination, with a tax examination being presumed to occur. The amount recognized is the largest amount of tax benefit that has a greater than 50% cumulative likelihood of being realized on examination. For tax positions not meeting the "more likely than not" test, no tax benefit is recorded. The Company recognized no material amounts for uncertain tax positions during the fiscal years ended December 25, 2022 and December 26, 2021. The Company recognizes interest and penalties related to tax positions in Income tax expense.

Based on the evaluation of all available information, a net operating loss carryforward deferred tax asset is only recognized to the extent that realizing these benefits is considered more likely than not (see Note 9).

The Company is subject to state franchise taxes in certain states, which are based on either income or equity of the Company. Franchise tax expense is recorded in Selling, general and administrative expenses. The Company is also subject to withholding taxes in certain international jurisdictions.

Advertising

Certain subsidiaries administer the national advertising funds on behalf of the brands' franchise systems (collectively, the "Ad Funds"). The Ad Funds receive contributions from franchisees as required by their franchise agreements and the Company SBRs based upon a percentage of revenues.

In addition to the Ad Funds they administer, certain subsidiaries supervise the collection and distribution of local advertising funds on behalf of the brands' franchise systems (collectively, the "Local Funds"). Contributions collected from franchisees on behalf of the Local Funds managed by franchisee-directed local advertising groups ("Franchisee-Managed Local Funds") are returned to these funds, which spend the contributions on Company-approved marketing activities. Local Funds managed by the certain subsidiaries ("Company-Managed Local Funds") receive contributions from franchisees, and the Company administers the marketing spending on behalf of the franchisees.

The Ad Funds' and Company-Managed Local Funds' revenues and expenses are reflected within the consolidated statements of operations as Advertising funds revenues and Advertising funds expenses, respectively. When cumulative revenues of the advertising funds exceed the related cumulative advertising expenses, advertising costs are accrued up to the amount of the cumulative surplus.

The Company records the billing, collection, and subsequent distribution of the Franchisee-Managed Local Funds as pass-through transactions within Advertising funds assets and Advertising funds liabilities.

Advertising funds assets primarily consists of accounts receivable from the franchise system and the Company SBRs for contributions to the Ad Funds and Local Funds and vendor receivables.

Advertising funds liabilities consists primarily of accruals for future Ad Funds and Local Funds expenditures.

During the fiscal year ended December 25, 2022, the Ad Funds and Company-Managed Local Funds began transferring all cash received to a certain subsidiary that pays vendors on behalf of the Ad Funds and Company-Managed Local Funds. Outstanding amounts owed to vendors by the certain subsidiary on behalf of the Ad Funds and Company-Managed Local Funds are recorded in Accounts payable as of December 25, 2022 and December 26, 2021.

The Company expenses all other advertising and marketing costs as incurred within Selling, general and administrative expenses. For the fiscal years ended December 25, 2022 and December 26, 2021, the Company expensed $4,941 and $4,833, respectively, in advertising and marketing costs.

Revenue Recognition

Revenue is recognized in accordance with a five-step revenue model, as follows: identifying the contract with the customer; identifying the performance obligations in the contract; determining the transaction price; allocating the transaction price to the performance obligations; and recognizing revenue when (or as) the entity satisfies a performance obligation. In applying this five-step model, the Company determined that the franchise right granted for each individual SBR within an arrangement represents a single performance obligation. Therefore, all consideration within the contract is allocated to the franchise right and recognized over the term of the franchise agreement.

Franchise revenues consists of revenues from franchising activities and are recognized based on the terms of the underlying franchise agreements.

Development fees are recorded as deferred franchise revenue when received and are recognized as revenue on a straight-line basis over the term of each underlying franchise agreement satisfying the development obligation, commencing when the SBR is opened.

Franchise fees are recorded as deferred revenue when received and are recognized as revenue on a straight-line basis over the term of each respective franchise agreement, commencing when the SBR covered by the fees is opened.

Certain franchisees are required to purchase ice cream mix from a certain subsidiary's approved distributors, who in turn source the ice cream mix from that subsidiary's approved manufacturers. Ice cream mix revenues are recognized upon the sale of ice cream mix based upon the respective agreements with the manufacturers, distributors, and the franchisees.

Company SBR revenues are recognized at the point of sale to the end customer, which is when the SBRs' performance obligation is satisfied. The Company presents revenues net of sales taxes collected from customers.

Franchise and other rental revenues includes rental revenue from properties leased and subleased to certain franchisees and other third parties. Base rental revenue is recognized on a straight-line basis over the lease term and contingent rental revenue is recognized as earned (see Note 6).

Advertising funds revenues are recognized as they are earned by the subsidiaries.

Leases

The Company leases SBR and corporate office locations. Certain leased locations are subleased to franchisees subsequent to refranchising transactions. The Company determines if an arrangement is a lease at contract inception. An agreement contains a lease if the contract conveys the right to control the use of identified property or equipment for a period of time in exchange for consideration. At commencement, the Company classifies each lease as either an operating or finance lease where the Company is a lessee, or as an operating, sales-type, or direct financing lease where the Company is a lessor. When determining the lease term, as both lessee and lessor, the Company includes option periods when it is reasonably certain that those options will be exercised.

Where the Company is a lessee, a lease liability and corresponding right-of-use asset are recognized on the lease commencement date based on the present value of the remaining lease payments over the lease term. Payments are discounted using the Company's incremental borrowing rate, as the rate implicit in the Company's leases is not readily determinable. Lease cost for operating leases is recognized on a straight-line basis. Most of the Company's leases are fixed rent agreements and require the Company to pay related executory costs which include property taxes, maintenance, and insurance. Certain leases for SBRs require the payment of additional contingent rent that is based upon a percentage of SBR sales in excess of amounts set forth in the lease agreements. Both the contingent rent and the executory costs are considered variable lease costs and are excluded from the measurement of the lease liability.

Where the Company is a lessor, lease income for operating leases is recognized on a straight-line basis and the excess of the straight-line rent over the minimum rents received is recorded as a deferred lease asset.

Gift Card Program

Certain subsidiaries administer gift card programs on behalf of the franchise systems. The Company records a liability in the period in which a gift card is issued, and this liability is the sole responsibility of those subsidiaries. As gift cards are redeemed, the liability is reduced and cash is paid to the redeeming SBR.

The Company recognizes breakage income from gift cards in proportion to actual gift card redemptions based on historical redemption rates.

Stock Compensation

The Parent grants stock options for a fixed number of shares to key employees and certain non-employee directors. The Company records compensation expense related to share based payments, including stock options, over the requisite service period based on the grant date fair value of the award.

Fair Value Measurements

The guidance for fair value measurements establishes the authoritative definition for fair value, sets out a framework for measuring fair value, and outlines the required disclosures regarding fair value measurements. Fair value is the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date.

At December 25, 2022 and December 26, 2021, the Company had no financial instruments that are measured at fair value.

Recently Issued Accounting Guidance

In February 2016, the Financial Accounting Standards Board ("FASB") issued ASC 842 requiring a lessee to recognize assets and liabilities on the balance sheet for those leases classified as operating leases under previous guidance. The FASB has also issued various amendments which provide additional clarification and implementation guidance on ASC 842. The effective date and transition requirements for private issuers is for fiscal years beginning after December 15, 2021. The Company adopted this new guidance on the Effective Date using the modified retrospective method. Comparative periods have not been restated and continue to be reported under the previous lease guidance.

The new standard provides a number of optional practical expedients in transition. The Company elected the package of practical expedients, which permits it not to reassess prior conclusions about lease identification, lease classifications, and initial direct costs under the new standard. The Company also elected the practical expedient for lessees to account for lease components and non-lease components as a single lease component for all underlying classes of assets. The Company did not elect the use-of-hindsight practical expedient or the short-term lease recognition exemption.

Changes made to the Company's consolidated balance sheet as of the Effective Date for the adoption of ASC 842 were as follows:

	Balance at December 26, 2021	Adjustments due to ASC 842	Balance at Effective Date
Assets:			
Prepaid expenses and other current assets	$ 6,589	$ (865)	$ 5,724
Operating lease assets, net	-	81,632	81,632
Long-term other assets	15,231	(544)	14,687
Liabilities:			
Current portion of operating lease liabilities	$ -	$ 17,168	$ 17,168
Long-term operating lease liabilities	-	72,763	72,763
Long-term other liabilities	12,154	(9,708)	2,446

The adoption of ASC 842 did not have a material effect on the Company's consolidated statement of operations and consolidated statement of cash flows.

Subsequent Events

The Company discloses material events that occur after the balance sheet date but before financial statements are issued. In general, these events are recognized in the financial statements if the condition existed at the date of the balance sheet, but are not recognized if the condition did not exist at the balance sheet date. The Company discloses non-recognized events if required to keep the financial statements from being misleading. Management evaluated events occurring subsequent to December 25, 2022 through March 6, 2023, the date these consolidated financial statements were available for issuance, and determined that no subsequent event disclosures were required.

2 Revenue

The Company recognizes franchise revenues, Company SBR revenues, rental revenues, and advertising funds revenues as the related performance obligations are satisfied.

The Company generally recognizes revenue associated with franchise and development fees of open SBRs over time. The Company's other revenue streams are generally recognized at a point in time.

Franchise revenues are disaggregated by the timing of recognition as follows:

For the fiscal years ended:	December 25, 2022	December 26, 2021
Franchise revenues satisfied over time	$ 4,303	$ 3,946
Franchise revenues satisfied at a point in time	299,369	258,723
Franchise revenues	**$ 303,672**	**$ 262,669**

Changes in deferred franchise and development fees are as follows:

For the fiscal years ended:	December 25, 2022	December 26, 2021
Deferred revenue at the beginning of the period	$ 57,875	$ 56,881
Revenue recognized during the period	(13,479)	(9,578)
Deferrals due to cash received and other	15,874	10,572
Deferred revenue	**$ 60,270**	**$ 57,875**

The Company expects to recognize revenue in the future related to performance obligations that are partially satisfied as of the end of the period:

For the fiscal years:		
2023	$	3,721
2024		2,988
2025		2,823
2026		2,675
2027		2,510
Thereafter		24,434
Deferred revenue for open SBRs	**$**	**39,151**

Deferred revenue of $21,119 relates to the unsatisfied future performance obligations associated with unopened SBRs and is not included within the table above. The Company anticipates recognizing revenue over the terms of the respective franchise agreements, which are typically 10-20 years, once the related SBRs are opened.

3 Property, Equipment, Leasehold Improvements and Land

Property, equipment, leasehold improvements and land, net consists of the following:

		December 25, 2022		**December 26, 2021**
Buildings	$	11,359	$	11,296
Furniture, fixtures and equipment		22,685		25,624
Leasehold improvements		29,529		29,270
Computer software and hardware		25,468		27,453
Assets held for lease		4,611		4,484
Construction in progress		32,956		5,962
Total property, equipment and leasehold improvements		126,608		104,089
Accumulated depreciation and amortization		(74,369)		(77,062)
Property, equipment and leasehold improvements, net		52,239		27,027
Land		7,495		7,495
Property, equipment, leasehold improvements and land, net	**$**	**59,734**	**$**	**34,522**

Depreciation and amortization of property, equipment and leasehold improvements totaled $6,774 and $10,352 for the fiscal years ended December 25, 2022 and December 26, 2021, respectively. Assets held for lease is largely comprised of satellite SBRs that the Company leases to certain franchisees under month-to-month operating lease agreements. During the fiscal year ended December 25, 2022, the Company recorded significant digital transformation costs to construction in progress, including amounts incurred to develop a new digital platform and enhance the Company's websites and mobile applications.

4 Intangible Assets

Intangible assets, net at December 25, 2022 consists of the following:

	Weighted average amortization period (years)	Gross carrying amount	Accumulated amortization	Net carrying amount
Definite-lived intangibles:				
Franchise agreements	13	$ 16,916	$ (7,187)	$ 9,729
Reacquired franchise rights	12	3,061	(1,202)	1,859
Indefinite-lived intangibles:				
Tradenames	n/a	484,523	n/a	484,523
		$ 504,500	**$ (8,389)**	**$ 496,111**

Intangible assets, net at December 26, 2021 consists of the following:

	Weighted average amortization period (years)	Gross carrying amount	Accumulated amortization	Net carrying amount
Definite-lived intangibles:				
Franchise agreements	13	$ 56,310	$ (43,534)	$ 12,776
Reacquired franchise rights	11	2,845	(1,363)	1,482
Indefinite-lived intangibles:				
Tradenames	n/a	484,523	n/a	484,523
		$ 543,678	**$ (44,897)**	**$ 498,781**

Amortization expense of definite-lived intangible assets totaled $3,365 and $4,248 for the fiscal years ended December 25, 2022 and December 26, 2021, respectively.

Estimated future amortization expense for each of the next five years is as follows:

For the fiscal years:	
2023	$ 1,634
2024	1,634
2025	1,511
2026	1,344
2027	1,344

5 Long-Term Debt

Senior Notes

FOCUS Brands Funding LLC (the "Master Issuer") and Jamba Juice Funding LLC (collectively with the Master Issuer, the "Co-Issuers"), are limited-purpose, bankruptcy-remote, wholly owned indirect subsidiaries of FBLLC and issuers of outstanding senior secured notes under a securitized financing facility. The Co-Issuers have issued the following series of fixed rate senior secured notes that remain outstanding at December 25, 2022: (i) 2022-1 7.206% Class A-2 with an outstanding principal amount of $354,113 (the "2022-1 Class A-2 Notes"), (ii) 2018-1 5.184% Class A-2 with an outstanding principal amount of $288,000, and (iii) 2017-1 5.093% Class A-2-II with an outstanding principal amount of $378,000 (collectively, the "Class A-2 Notes"). In connection with the issuance of the 2022-1 Class A-2 Notes, the Co-Issuers also entered into a revolving financing facility of Series 2022-1 Variable Funding Senior Notes, Class A-1 (the "2022-1 Class A-1 Notes" and collectively with the Class A-2 Notes, the "Senior Notes"), which allows for the drawing of up to $200,000 on a revolving basis.

Interest and principal payments on the Class A-2 Notes are due on a quarterly basis. The requirement to make such quarterly principal payments on the Class A-2 Notes is subject to certain financial conditions set forth in the indenture governing the Senior Notes (the "Indenture"). The legal final maturity dates of the Class A-2 Notes range from 2047 through 2052. If the Co-Issuers have not repaid or refinanced the Class A-2 Notes prior to their anticipated repayment dates, which range from 2025 through 2029, additional interest will accrue pursuant to the Indenture.

Advances under the 2022-1 Class A-1 Notes bear interest at a variable rate based on (i) the prime rate, (ii) the federal funds rate, (iii) the secured overnight financing rate, or (iv) with respect to advances made by conduit investors through the issuance of commercial paper, the commercial paper rate applicable to such conduit investor, plus, in each case, any applicable margin, as specified in the note purchase agreement for the 2022-1 Class A-1 Notes. The 2022-1 Class A-1 Notes are subject to (i) certain commitment fees in respect of the unutilized portion of the commitments of the investors thereunder, and (ii) certain fees in respect of letters of credit issued thereunder. Letters of credit outstanding under the 2022-1 Class A-1 Notes were $18,081 as of December 25, 2022, which related primarily to interest reserves required under the Indenture. The Company does not expect any material loss from these letters of credit because the Company does not believe that any amounts will be drawn thereunder by the beneficiaries thereof. The Company had $155,000 of 2022-1 Class A-1 Notes outstanding as of December 25, 2022. Interest payments on the 2022-1 Class A-1 Notes are due on a quarterly basis.

The Co-Issuers' direct parents and their direct and indirect subsidiaries (collectively, the "Guarantors") are special-purpose, bankruptcy-remote, indirect wholly owned subsidiaries of the Company that hold substantially all the intellectual property and franchising-related assets. The Senior Notes are secured by substantially all the assets of the Guarantors. Each Guarantor is a separate entity and has separate creditors (from the Company and any of its non-Guarantor affiliates), and such Guarantor owns all its assets.

Other than the Guarantors, neither the Company nor any of its other direct or indirect subsidiaries guarantees or is in any way liable for the obligations under the Senior Notes. FBLLC has, however, agreed to cause the performance of certain obligations of the Guarantors in return for a management fee under the terms of a Management Agreement (the "Management Agreement").

FBLLC manages and services the Co-Issuers' and the Guarantors' assets in its capacity as the manager under the Management Agreement. The primary responsibilities of the manager are to administer collections and otherwise manage the managed assets on behalf of the Co-Issuers and the Guarantors, and to perform certain franchising, intellectual property, and operational and reporting services on behalf of the Co-Issuers and the Guarantors with respect to the managed assets.

Covenants and Restrictions

The Senior Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) debt service coverage ratios and senior leverage ratios, as defined in the Indenture, (ii) the maintenance of specified reserve accounts to be used to make required payments in respect of the Senior Notes, and (iii) provisions relating to optional and mandatory prepayments, including certain make-whole payments. The Senior Notes are also subject to customary rapid amortization events and customary events of default provided for in the Indenture. As of December 25, 2022, the Company was in compliance with all such covenants.

Refinancing Transactions

On July 1, 2022, the Co-Issuers completed a refinancing transaction under which the Co-Issuers issued the 2022-1 Class A-2 Notes and the 2022-1 Class A-1 Notes (the "2022 Refinancing"). The net proceeds from the issuance of the 2022-1 Class A-2 Notes were used to repay in full the Co-Issuers' outstanding Series 2017-1 3.857% Fixed Rate Senior Secured Notes, Class A-2-I-B (the "2017-1 Class A-2-I-B Notes"), pay transaction expenses, and partially fund a distribution to the shareholders of FBHI (the "Distribution"). As a result of the refinancing, the Company recorded a loss on early extinguishment of debt of $5,940 within Other expense, net for the year ended December 25, 2022. In addition, as part of the 2022 Refinancing, the 2022-1 Class A-1 Notes replaced the Co-Issuers' $200,000 Series 2017-1 Class A-1 Notes, which were canceled on the closing date of the 2022 Refinancing, and the letters of credit outstanding against the Series 2017-1 Class A-1 Notes were transferred to the 2022-1 Class A-1 Notes.

On March 18, 2021, the Co-Issuers completed a consent solicitation (the "Consent Solicitation") in relation to Series 2017-1 3.857% Fixed Rate Senior Secured Notes, Class A-2-I (the "2017-1 Class A-2-I Notes"). The purpose of the Consent Solicitation was to seek consent from holders (the "Holders") of the 2017-1 Class A-2-I Notes to certain proposed amendments, including the extension of the anticipated repayment date for the 2017-1 Class A-2-I Notes to April 30, 2024. The Co-Issuers received consents from Holders of $186,942 in aggregate principal amount outstanding of its 2017-1 Class A-2-I Notes, representing 97.11% of the total principal amount outstanding of $192,500. The 2017-1 Class A-2-I Notes of all consenting Holders became the 2017-1 Class A-2-I-B Notes. The Company paid the non-consenting Holders $5,558 in principal on the 2017-1 Class A-2-I Notes prior to the April 30, 2021 repayment date. The Company expensed $3,512 in professional fees and $78 in unamortized debt issuance costs within Other expense, net for the fiscal year ended December 26, 2021 in connection with the Consent Solicitation.

Debt Issuance Costs

Debt issuance costs of $6,691 in connection with the 2022 Refinancing were recorded as a reduction of Long-term debt for the year ended December 25, 2022. The debt issuance costs are being amortized to Interest expense, net through the anticipated repayment date utilizing the effective interest rate method.

Future Principal Payments on Long-Term Debt

The annual principal payment requirements for long-term debt based on the anticipated repayment dates of the Senior Notes, subject to certain financial conditions set forth in the Indenture, are as follows:

For the fiscal years:		
2023	$	10,550
2024		10,550
2025		289,550
2026		7,550
2027		520,550
Thereafter		336,363
Total		**1,175,113**
Less: Debt discount and issuance costs		(13,540)
Debt less discount and issuance costs		1,161,573
Less: Current portion		(10,550)
Long-term debt	**$**	**1,151,023**

Interest expense, net consists of the following:

For the fiscal years ended:		**December 25, 2022**		**December 26, 2021**
Credit facilities	$	54,518	$	43,032
Amortization of debt discount		238		376
Amortization of debt issuance costs		2,647		2,450
Interest income		(1,990)		(189)
Other		(677)		180
Interest expense, net	**$**	**54,736**	**$**	**45,849**

6 Leases

Certain Company offices and SBRs are located on leased properties with initial terms expiring in various years through 2042, subject to renewal provisions in certain of the lease agreements.

The components of lease cost for the fiscal year ended December 25, 2022 were as follows:

For the fiscal year ended:		December 25, 2022
Operating lease costs	$	19,080
Variable lease cost		2,196
Total operating lease costs	**$**	**21,276**

Total operating lease costs include rental expense related to leases for Company SBRs recorded to Company store, bakery and restaurant operations expenses, leased properties that are subsequently subleased to franchisees recorded to Franchise and other rental expense, and leases for corporate offices recorded to Selling, general and administrative expenses. Variable lease costs are primarily comprised of common area maintenance, real estate taxes, and contingent rent that is based upon a percentage of SBR sales.

The components of rental expense for operating leases for the fiscal year ended December 26, 2021, accounted for under previous guidance, were as follows:

For the fiscal year ended:		December 26, 2021
Base rentals	$	22,719
Contingent rentals		95
Rental expense recognized for exited facilities		587
Favorable and unfavorable lease amortization, net		(932)
Total rental expense	**$**	**22,469**

Total rental expense includes expense related to leases for Company SBRs recorded to Company store, bakery and restaurant operations expenses, leased properties that are subsequently subleased to franchisees recorded to Franchise and other rental expense, and leases for corporate offices recorded to Selling, general and administrative expenses.

The following table includes supplemental information related to leases:

		December 25, 2022
Weighted-average remaining lease term (years)		8.9
Weighted-average discount rate		3.7%
Operating lease assets, gross	$	92,013
Accumulated amortization		(16,227)
Operating lease assets, net	**$**	**75,786**

Future minimum lease payments, receipts, and other obligations by year, and in the aggregate, under non-cancelable operating leases and subleases or other arrangements as of December 25, 2022 are as follows:

For the fiscal years:	Payments - Operating leases	Receipts - Subleases
2023	$ 18,670	$ (9,544)
2024	15,805	(7,530)
2025	13,208	(5,120)
2026	10,832	(3,803)
2027	7,654	(1,969)
Thereafter	33,075	(1,110)
Total future minimum rental commitments	**99,244**	**(29,076)**
Less: Imputed interest	(15,855)	-
Present value of lease liabilities	**83,389**	**$ (29,076)**
Less: Current portion	(15,889)	
Long-term operating lease liabilities	**$ 67,500**	

The components of lease income for the fiscal year ended December 25, 2022 were as follows:

For the fiscal year ended:	December 25, 2022
Operating lease income	$ 11,496
Variable lease income	102
Franchise and other rental revenues	**$ 11,598**

The components of rental income for operating leases and subleases for the fiscal year ended December 26, 2021, accounted for under previous guidance, were as follows:

For the fiscal year ended:	December 26, 2021
Base rentals	$ 13,988
Contingent rentals	85
Favorable and unfavorable sublease amortization, net	(932)
Franchise and other rental revenues	**$ 13,141**

7 Stock Compensation

The Board of Directors of the Parent (the "Board") approved the 2022 Stock Option Plan (the "2022 Plan") in the fiscal year ended December 25, 2022. The Parent issues equity incentive grants under the 2022 Plan. Prior to the 2022 Plan, equity incentive grants were issued under the 2013 Stock Option Plan and 2002 Incentive Stock Plan (collectively with the 2022 Plan, the "Plans"). The 2022 Plan authorizes the granting of options to purchase common stock of the Parent and was established in order to attract and retain eligible employees, directors, and consultants and to provide an additional incentive to each eligible employee, director, and consultant to work to increase the value of the Parent's common stock. The Plans are administered by the Board. The Board has the authority to determine the amount of options granted to any individual, the dates on which each option will become exercisable, and the exercise price of all options subject to certain limitations in the Plans. As of December 25, 2022, there were 9,687 options available for issuance under the 2022 Plan.

The option vesting periods range from immediate vesting to a five-year vesting period, with accelerated vesting in the event of a change in control under certain circumstances, as defined in the Plans. In addition, certain options have vesting requirements based upon achieving certain operating results. The options expire 10 years from the date of grant or in the event of a change in control under certain circumstances, as defined in the Plans.

The weighted average grant date fair value of options granted during the fiscal years ended December 25, 2022 and December 26, 2021 was $87.99 and $91.18, respectively, per option. The Parent reduced the exercise prices of outstanding options to make all option holders whole in conjunction with the Distribution.

Stock option activity for all plans for the fiscal years ended December 25, 2022 and December 26, 2021 was as follows:

	Number of shares	Weighted average exercise price
Outstanding at December 27, 2020	**185,791**	**$ 182.17**
Granted	7,900	246.00
Exercised	(6,783)	174.20
Forfeited or expired	(42,767)	200.71
Outstanding at December 26, 2021	**144,141**	**180.54**
Granted	164,106	207.27
Exercised	(15,093)	128.24
Forfeited or expired	(74,317)	151.61
Outstanding at December 25, 2022	**218,837**	**$ 182.43**

Options outstanding			Options exercisable	
Weighted average exercise price	Shares outstanding	Weighted average remaining contractual life (years)	Weighted average exercise price	Shares outstanding
$ 182.43	218,837	8.89	$ 169.16	48,622

The fair value of options granted is estimated on the date of grant using the Black-Scholes option pricing model based on the assumptions in the table below:

For the fiscal years ended:	December 25, 2022	December 26, 2021
Expected life (years)	5	5
Interest rate	4.32%	0.72%
Volatility	41.05%	41.71%
Dividend yield	0.00%	0.00%

The expected term of the options is based on evaluations of historical and expected future employee exercise behavior. The risk-free interest rate is based on the U.S. Treasury rates at the date of grant with maturity dates approximately equal to the expected life at the grant date. Volatility is based on the historical volatility of several public entities that are similar to the Parent as the Parent does not have sufficient historical transactions of its own shares on which to base expected volatility. As of December 25, 2022, the Parent does not intend to pay distributions in the future.

The Company recognizes compensation expense for awards with graded vesting on a straight-line basis over the requisite service period for each separately vesting portion of the award. The total compensation expense related to unvested awards not yet recognized in the financial statements is $10,346. This amount will be recognized as expense through 2027.

The Company administers substantially all operational activities on behalf of the Parent, and as a result, stock-based compensation expense is recorded in the consolidated financial statements of the Company. Additionally, cash consideration from the exercise of options and other equity instruments and the excess tax benefit of stock options exercised are typically contributed to the Company by the Parent.

8 Employee Benefits

The Company sponsors a 401(k) Plan (the "401(k) Plan"). Employees can participate in the 401(k) Plan upon commencement of employment. The 401(k) Plan is available to substantially all salaried employees and to certain groups of hourly employees. Company contributions to the 401(k) Plan are based on a percentage of the employee contributions and are immediately vested. Employer contributions to the 401(k) Plan were $2,568 and $2,236 for the fiscal years ended December 25, 2022 and December 26, 2021, respectively.

9 Income Taxes

Components of the provision for income taxes are as follows:

For the fiscal years ended:	December 25, 2022	December 26, 2021
Current:		
Federal	$ 10,615	$ 4,732
State	3,952	2,437
Foreign	2,346	1,633
Deferred:		
Federal	4,060	7,667
State	162	121
Income tax expense	**$ 21,135**	**$ 16,590**

The reconciliation between the statutory income tax rate and the effective income tax rate is as follows:

For the fiscal years ended:	December 25, 2022	December 26, 2021
Statutory rate	21.0 %	21.0 %
State income tax, net of federal tax effect	3.7	2.7
Foreign income tax, net of federal tax effect	2.6	2.1
Foreign tax credits	(2.5)	(2.2)
Permanent differences	(0.9)	(1.5)
Other differences, net	(0.2)	(0.4)
Effective tax rate	**23.7 %**	**21.7 %**

Significant components of the Company's deferred tax (liabilities) assets are as follows:

	December 25, 2022	December 26, 2021
Deferred tax liabilities:		
Intangible assets	$ (128,199)	$ (124,965)
Operating lease assets	(18,535)	-
Prepaid costs and expenses	(2,250)	(2,164)
Depreciable assets	-	(678)
Other	(253)	(14)
Total deferred tax liabilities	**(149,237)**	**(127,821)**
Deferred tax assets:		
Net operating loss and tax credit carryforwards	24,895	29,560
Operating lease liabilities	20,436	-
Reserves and allowances	694	1,976
Accrued expenses	5,828	8,962
Depreciable assets	1,225	-
Deferred revenue	14,792	13,091
Transaction costs	29	46
Interest limitation carryforward	3,618	1,327
Research and development costs	279	-
Interest expense and other	571	211
Total deferred tax assets	**72,367**	**55,173**
Less: Valuation allowance	(2)	(2)
Total deferred tax assets, net	**72,365**	**55,171**
Net deferred tax liabilities	**$ (76,872)**	**$ (72,650)**

Management evaluates the likelihood of deferred tax assets being realized and records a valuation allowance when it is more likely than not that the assets will not be realized.

As of December 25, 2022, the Company had $75,977 of federal net operating loss carryforwards and $128,374 of state net operating loss carryforwards. These net operating loss carryforwards expire beginning in 2028. As of December 26, 2021, the Company had $94,406 of federal net operating loss carryforwards and $132,091 of state net operating loss carryforwards. Realization of the Company's deferred tax assets, including those associated with the net operating loss carryforwards as of December 25, 2022, will depend on generating sufficient taxable income in future periods, net of reversing deferred tax liabilities. The Company believes it is more likely than not that the deferred tax assets will be realized.

Foreign income taxes arise from withholding taxes associated with payments of royalties and fees by international franchisees.

As of December 25, 2022 and December 26, 2021, the Company had no material unrecognized tax benefits.

As discussed in Note 1, the Company is included in the consolidated return of the Parent. The Parent files U.S., state, and local income tax returns in jurisdictions with varying statutes of limitation. The tax years subsequent to 2018 generally remain subject to examination by federal and most state tax authorities. However, certain state returns from prior years in which net operating losses have arisen are still open for examination by the tax authorities.

10 Related Party Transactions

The Parent is a party to two management services agreements with affiliated entities. Under the terms of those agreements, the Company, on behalf of the Parent, pays annual management fees to affiliated entities. The Company expensed annual management fees of $3,119 and $3,017 for the fiscal years ended December 25, 2022 and December 26, 2021, respectively, which are included within Other operating expense, net. The two management advisory and consulting services agreements expire in December 2023, subject to certain renewal provisions.

11 Commitments and Contingencies

Legal Actions and Claims

In the normal course of business, various legal actions and claims are pending against the Company. It is the opinion of management, based on consultation with counsel, that the ultimate resolution of these contingencies, to the extent not previously provided for, will not have a material effect on the consolidated financial condition, results of operations, or liquidity of the Company.

Lease Arrangements and Guarantees

Certain subsidiaries are the guarantors of certain real property lease arrangements on behalf of certain of their franchisees. The potential maximum future minimum lease payments these subsidiaries could be held liable for under these lease arrangements and guarantees was $40,843 as of December 25, 2022, and the subsidiaries expect that any amounts that may ultimately be paid thereunder will not be material.

12 Accrued Expenses and Other Liabilities

Accrued expenses and other liabilities consists of:

	December 25, 2022	December 26, 2021
Gift card and gift certificate liabilities	$ 25,148	$ 22,487
Payroll and benefits accruals	20,132	23,116
Accrued interest	11,269	6,786
Customer and other deposits	2,447	2,185
Sales and use tax accruals	852	1,129
Other accrued expenses	9,165	17,600
Accrued expenses and other liabilities	**$ 69,013**	**$ 73,303**

13 Long-Term Other Liabilities

Long-term other liabilities consists of:

	December 25, 2022	December 26, 2021
Unfavorable subleases	$ 325	$ 2,519
Deferred rent	-	5,889
Accrued rent - exited facilities	-	2,567
Asset retirement obligations	935	887
Other long-term liabilities	336	292
Long-term other liabilities	**$ 1,596**	**$ 12,154**

14 Other Operating Expense

Other operating expense, net consists of the following:

For the fiscal years ended:	December 25, 2022	December 26, 2021
Digital transformation costs	$ 9,001	$ 5,047
Management fees to affiliated entities	3,119	3,017
Supply chain transformation costs	205	7,876
COVID-19 charges	135	1,959
Gain on sale of Company SBRs	(449)	(1,281)
Settlement of Jamba contingencies	(2,349)	-
Other	122	313
Other operating expense, net	**$ 9,784**	**$ 16,931**

Digital transformation costs include non-capitalizable expenses incurred to develop a new digital platform and enhance the Company's websites and mobile applications. Supply chain transformation costs are primarily comprised of consulting fees to plan and implement internal changes to the Company's supply chain function.

15 Supplemental Disclosure of Cash Flow Information

Supplemental disclosure of cash flow information for the fiscal years ended December 25, 2022 and December 26, 2021 is as follows:

Cash paid for:	December 25, 2022	December 26, 2021
Interest	$ 48,045	$ 43,044
Income taxes, net	327	14,807
Non-cash transactions:		
Accrual of capital assets	$ 1,599	$ 1,023
Asset retirement obligations	101	50

EXHIBIT B

JAMBA FRANCHISE AGREEMENT AND RELATED AGREEMENTS

JAMBA® FRANCHISE AGREEMENT

BETWEEN

JAMBA JUICE FRANCHISOR SPV LLC

AND

«Z1_FIRST_NAME» «Z1_LAST_NAME», «Z2_FIRST_NAME» «Z2_LAST_NAME», «Z3_FIRST_NAME» «Z3_LAST_NAME», «Z4_FIRST_NAME» «Z4_LAST_NAME», «Z5_FIRST_NAME» «Z5_LAST_NAME»

«LOCATION_NAME»

License Number: **«record_id»**
Store Number:**«Store_Number»**
Store Type: **«license_type»**

JAMBA® FRANCHISE AGREEMENT

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JAMBA® FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (this **"Agreement"**) is made and entered into as of the date specified in Schedule A (the **"Effective Date"**) (Schedule A and all appendices and schedules attached to this Agreement are hereby incorporated by this reference) between the franchisor specified in Schedule A (**"Franchisor**,**" "we**,**" "us**,**"** or **"our"**) and the franchisee specified in Schedule A (**"Franchisee**,**" "you**,**"** or **"your"**).

RECITALS:

A. We and our affiliates have developed and own, and will continue to develop, a distinctive business format and set of specifications and operating procedures (collectively, the **"System"**) relating to the development, establishment, and operation of food-related businesses offering the approved products specified in Schedule A (the **"Approved Products"**) under the primary trademark or service mark specified in Schedule A (the **"Primary Mark"**).

B. The distinguishing characteristics of the System include our distinctive exterior and interior layouts, designs, and color schemes; our distinctive signage, decorations, furnishings and materials; our selection of Approved Products; our proprietary recipes and formulae (**"Recipes"**) used to create our proprietary flavorings or ingredients (**"Proprietary Ingredients"**) and/or our proprietary Approved Products (the **"Proprietary Products"**); our distinctive techniques for packaging, displaying, and merchandising Approved Products; our advertising and marketing programs and materials; our selection of, and relationships with, suppliers, service providers, manufacturers, distributors, and/or consolidators (collectively, **"Suppliers"**) that we have expressly designated or approved (**"Approved Suppliers"**); our methods of operating a food-related business; our operations and administrative systems; our training programs; our software, apps, and technology systems; our methods and techniques for inventory and cost controls, recordkeeping, and reporting; our customer service standards; and any guidelines, standards, specifications, rules, procedures, policies, methods, requirements, and directives we establish, including our standards and specifications as to Recipes, ingredients, food and beverage preparation, food storage, Suppliers, interior and exterior design and décor, sanitation, maintenance, and equipment (the **"Standards"**) set out in our confidential operations manuals (the **"Manuals"**) and otherwise in writing. We may change, improve, add to, and further develop the elements of the System from time to time.

C. We identify businesses operating under the System by means of certain names and marks, including the Primary Mark, as well as other trade names, service marks, trademarks, logos, insignias, slogans, emblems, symbols, and designs that we have designated or may in the future designate for use with the System (collectively, the **"Marks"**). We and our affiliates may modify the Marks from time to time, adding new trade names, service marks, and trademarks which also will be included in the term "Marks."

D. We refer to businesses that use the System and are identified by the Marks as **"Businesses."** You desire to obtain a license to use the System and the Marks to operate one Business, and we are willing to grant you a license to operate a Business, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the foregoing promises and the covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. GRANT OF FRANCHISE

1.1 Grant of Franchise. Subject to the terms of this Agreement, we grant to you, and you accept, a non-exclusive license to operate one Business using the Marks and the System (collectively, your **"Franchised Business"**). The Franchised Business will be operated only at the location specified in Schedule A (the **"Accepted Location"**) or, if we have not yet accepted a site for the Franchised Business as of the date of this Agreement, at a location that we have accepted in accordance with this Agreement within the geographic area specified in Schedule A (the **"Site Selection Area"**).

1.2 Restrictions. You have no right to (i) sublicense the Marks or the System to any other person or Entity (as defined below), (ii) use the Marks or the System at any location other than the Accepted Location, except as otherwise provided in Section 4.3 (Catering Services and Delivery Services) or as otherwise approved in writing, or (iii) to use the Marks or the System in any wholesale, e-commerce, or other channel of distribution besides the operation of the Franchised Business at the Accepted Location.

1.3 Acceptance of License. You hereby accept the license granted in Section 1.1 (Grant of Franchise) and agree to operate the Franchised Business according to the provisions of this Agreement for the entire Term, as defined in Section 2.2 (Renewal Term).

1.4 Ownership and Guaranty.

A. Owners of Equity. If you are a corporation, limited liability company, partnership, or other entity (collectively, an **"Entity"**), all of your owners of a legal and/or beneficial interest in the Entity, as such owners may be added or removed from time to time in accordance with Section 16 (Transfer) (the **"Owners"**) must execute the "Personal Covenants" that is attached in Schedule B (the "**Personal Covenants**") and the "Guaranty of Payment and Performance" that is attached in Schedule C (the **"Guaranty"**). By executing the Personal Covenants and Guaranty, each Owner will be bound by the provisions contained in this Agreement, including the restrictions set forth in Section 15 (Confidential Information; Restrictive Covenants). Further, a violation of any of the provisions of this Agreement, by any Owner will also constitute a violation by you of your obligations under this Agreement. You represent that the individuals and Entities listed as "Owners" on Schedule A are currently your sole Owners. If you add or remove Owners in accordance with Section 16 (Transfer), we may unilaterally modify the list of Owners in Schedule A to reflect your then-current ownership structure.

B. Primary Contact. You must identify to us in writing an individual, who is reasonably acceptable to us, to serve as your **"Primary Contact."** You must empower the Primary Contact with the responsibility and decision-making authority regarding the Franchised Business and its operation, and you acknowledge and agree that we will have the right to rely upon the Primary Contact for such purposes. Your Primary Contact must successfully complete any training programs that we specify and must satisfy any other standards we may require for their position. You must notify us immediately of the death, disability, or termination of employment of your Primary Contact and must designate a successor or acting Primary Contact within 30 days after the death, disability, or termination of the predecessor. Additionally, you may not remove or replace the Primary Contact without our prior written approval.

C. Governing Documents. If you are (or Transfer this Agreement to) an Entity, upon our request, you agree to furnish us with a list of holders of direct or indirect equity interests and their percentage interests, as well as copies of your governing documents and any other corporate

documents, books, or records, including certificates of good standing from your state. Unless we provide written consent to the contrary, your governing documents must provide that your purpose is limited to the development, acquisition, ownership and operation of one or more franchises with us and to conducting all business and financing activities related to such franchises. The Owners may not enter into any shareholders' agreement, management or operating agreement, voting trust, or other arrangement that gives a third party the power to direct and control your affairs without our prior written consent. During the Term, your governing documents must provide that no transfer of any ownership interest may be made, except in accordance with Section 16 (Transfer) of this Agreement. Any securities that you issue must bear a conspicuous printed legend to that effect.

2. TERM AND RENEWAL TERM

2.1 Initial Term. The initial term of this Agreement (the **"Initial Term"**) will begin on the Effective Date and will end 20 years from the date that your Franchised Business opens for business (the **"Opening Date"**), unless this Agreement is terminated sooner as provided in other sections of this Agreement.

2.2 Renewal Term.

A. Grant of Renewal Term. We may, in our reasonable discretion, grant you one additional 20-year term (the **"Renewal Term**,**"** and collectively, with the Initial Term, the **"Term"**). To obtain the Renewal Term, (i) at all times during the Term, you must have substantially and timely complied with each provision of this Agreement and any other agreements between you and us, our affiliates, or your landlord and you must not have any defaults in existence as of the expiration of the Initial Term, and (ii) you must request, in writing, no earlier than 12 months, but no later than six months before the expiration of the Initial Term, that we grant you a Renewal Term. We will then provide you with an Application for a Renewal Term (an **"Application"**), which you must complete and return to us within 10 days after we deliver it to you. We will evaluate your Application under substantially the same standards as we evaluate an application for a franchise submitted by a then-new franchisee.

B. Conditions for Renewal Term. If we approve your Application, you must:

(i) Agree in writing before the Renewal Term begins that you will make the significant capital expenditures necessary to complete a Remodel (as defined in Section 12.6.B. (Remodel)) within six months after the Renewal Term begins.

(ii) Sign and return our then-current form of franchise agreement (the **"Renewal Agreement"**) within 30 days after we deliver it to you and pay a renewal fee equal to 20% of the amount of the then-current Initial Franchise Fee. You agree that the Renewal Agreement may contain terms that differ materially from this Agreement.

(iii) Sign a general release in a form we prepare, releasing us and our parents, subsidiaries, and affiliates and the respective directors, officers, owners, shareholders, partners, members, managers, representatives, employees, agents, attorneys, contractors, predecessors, successors, heirs and assigns of each of the foregoing (in their corporate and individual capacities) (collectively, the **"Released Parties"**), from all claims you may have against the Released Parties as of the date of the Renewal Agreement. Your Owners must also sign the general release required in the previous sentence. Released Parties is not intended to include suppliers or distributors to you that are not affiliated with us and are not acting as our agent.

(iv) Secure the right from your landlord to continue operating at the Accepted Location for the remainder of the Renewal Term. Alternatively, we may require you to relocate your Franchised Business if we find that the Accepted Location does not meet our then-current standards at the time we consider your Application.

C. No Automatic Right. You agree that this Agreement does not grant you any automatic rights to a Renewal Term and that we will not be obligated to offer you a Renewal Term. The sole basis for any extension of your franchise rights beyond the Initial Term is in this Section.

D. Extension Period. If you do not timely comply with the renewal procedures and conditions set forth in this Section and you continue to operate the Franchised Business beyond the Initial Term, this Agreement shall be extended on a month-to-month basis until such time as (i) the conditions set forth in this Section are satisfied or (ii) we notify you that this Agreement is terminated (the "**Extension Period**") (in which case, you must fully comply with all provisions of this Agreement throughout the Extension Period, as if this Agreement had not expired, and upon notice of termination of this Agreement, you shall comply with all post-termination obligations in this Agreement).

3. FEES

3.1 Initial Franchise Fee. When you sign this Agreement, you will pay us an initial franchise fee as specified in Schedule A (the **"Initial Franchise Fee"**). When we sign this Agreement, the Initial Franchise Fee is fully earned and nonrefundable. You acknowledge that we have no obligation to refund any portion of the Initial Franchise Fee to you, even if this Agreement is terminated prior to opening the Franchised Business.

3.2 Ongoing Fees.

A. Royalty Fee. You must pay to us a recurring, non-refundable royalty fee in the amount and at the times specified in Schedule A (the **"Royalty Fee"**). Concurrent with these payments, you must submit to us any reports or statements required under Section 14.3 (Systems and Reports).

B. Advertising Contribution. You must pay to us a recurring, non-refundable advertising contribution in the amount and at the times specified in Schedule A (the "**Advertising Contribution"**). The Advertising Contribution will be in addition to, and exclusive of, your Grand Opening Obligation as specified in Section 10.1.C. (Grand Opening Advertising) and your Local Marketing Obligation as specified in Section 10.1.E. (Local Marketing Obligation), if any.

C. Net Sales. **"Net Sales"** means all revenues generated by your Franchised Business or conducted from or with respect to the Franchised Business, whether the sales are evidenced by cash, check, credit, charge, account, barter or exchange. Net Sales includes monies, gift card redemptions, or credit generated by or received from (i) the sale of Approved Products or tangible property of every kind and nature, promotional or otherwise, anywhere and (ii) services performed from, at, or in connection with the Franchised Business, including (x) off-premises services (such as catering and delivery), (y) on-premises services (such as games, gambling machines, or third-party advertising within the Franchised Business), or (z) any other services or activities that use either the System, the Marks, or products that are the same as or similar to the Approved Products. The foregoing list is not intended to provide approval for such activities, which may be conducted only if approved. Unless we specify otherwise in writing, Net Sales shall include all ancillary charges or fees, including delivery fees and other service charges,

that are paid to you by a customer or by a third-party delivery or catering service (e.g., Uber Eats, Postmates, Grubhub, ezCater, or DoorDash) (a "**TPS**") in connection with delivery or catering services related to your Franchised Business (recognizing that though the TPS may pay you an amount equal to the purchase price charged to the customer less a commission, other fees, and any discounts, credits, or coupons applied to the order, such commission, fees, discounts, credits, and coupons will not be deducted from your Net Sales). Net Sales will not include (a) the initial sales or reloading of gift cards, (b) discounts, (c) the sale of food or merchandise for which refunds have been made in good faith to customers, (d) the discounted portion of employee meals, (e) sales, meals, use or excise tax imposed by a governmental authority directly on sales and collected from customers, provided that the amount for the tax is added to the selling price or absorbed therein and is actually paid by you to a governmental authority, (f) the sale of equipment used in the operation of the Franchised Business, or (g) tips.

D. Ordering Support Fee. We require you to pay to us, our affiliates, and/or one or more third parties that we designate, an ordering support fee, in an amount and at the times that we specify, for various ordering support services that we will provide or arrange for our affiliates or third parties to provide, such as services related to online and catering ordering platforms, call center(s), ordering and delivery management services, and catering rewards program(s) (the "**Ordering Support Fee**"). We may include in the fee our and our affiliates' costs and administrative expenses related to procuring, providing, and/or developing the services, including the costs of integrating such services with the Computer System. We periodically may add, delete, or otherwise modify the products and services that are included in the Ordering Support Fee.

3.3 Additional Payments. You must pay us or our affiliates within 10 days after demand: (i) all sales taxes, corporate taxes, and any similar taxes paid by us on your behalf, imposed on us, or required to be collected by us on account of products or services we furnish to you (through sale, lease, or otherwise) or on account of our collection of any fee related to this Agreement; (ii) all franchise or similar taxes, whether based on gross receipts, gross revenues, Royalty Fees, Advertising Contributions, or otherwise, imposed on, required to be collected by, or paid by us; (iii) all marketplace facilitator or similar taxes imposed on, required to be collected by, or paid by us in connection with your use of websites, applications, or online ordering platforms; (iv) all other amounts we pay or must pay for you for any reason; (v) any other fees or expenses that we are entitled to collect from you; and (vi) any attorneys' fees we incur related to you, your Owners, or the Franchised Business (other than those we incur in response to your efforts to enforce this Agreement or in the defense or any claim we assert against you on which you substantially prevail in court or other formal legal proceedings).

3.4 Means of Payment. You must pay all amounts you owe us by electronic funds transfer or draft. We reserve the right to require you to deliver these payments to another party or location, or through any other means of delivery we specify, including by check, electronic funds transfer or draft, wire transfer, or other forms of funds transfer. We also reserve the right to change the due dates or frequency of the due dates of the amounts that you owe to us under this Agreement. We will notify you when we change the location for payments, the required payment delivery method, the due dates, or the frequency of the due dates for payments. You must comply with any new or additional procedures as we may specify in the Manuals or otherwise, in writing, and/or perform any acts and sign and deliver any documents we designate as necessary to assist in accomplishing payment by the method that we specify within 30 days of our notice to you. If there are insufficient funds in your account to cover our draft, we will charge you return costs and an administrative fee. The written authorizations and documents that you must sign as provided under this Section may give us the right to initiate debit entries and/or credit corrections entries. We may make bank drafts based on the reports required under Section 14 (Right to Access;

Records; Reporting), the data of the point-of-sale system and other equipment provided for in Section 12.8 (Computer System), the results of an audit, or the payment obligations specified in this Agreement or any other agreement between you and us or our affiliates. If you fail to report the Net Sales of the Franchised Business to us for any reporting period as required in this Agreement, we have the right to make bank transfers or drafts for Royalty Fees and Advertising Contributions based on our reasonable estimate of the amounts for the Franchised Business and/or the data of the point-of-sale system and other equipment provided for in Section 12.8.

3.5 Interest. You must pay us interest on amounts not paid on time at the rate of 1.5% per month or portion of a month, but not more than the maximum interest rate permitted by applicable laws.

3.6 Late Reporting Fee. If you fail to submit timely, complete, and accurate reports, financial statements, tax returns, and statements of initial investment costs in accordance with Sections 14.3 (Systems and Reports), 14.4 (Financial Statements), 14.5 (Tax Returns), and 14.7 (Initial Investment Statements), we may charge you our then-current late fee (the **"Late Reporting Fee"**). The Late Reporting Fee is currently $50 per week that such report, statement, or return is late, but we may revise it through a modification to the Manuals or otherwise in writing.

3.7 Application of Funds; Withholding of Payments. If you are late in paying any obligation you owe us or our affiliates, we or our affiliates may apply any payment you make to any obligation you owe us or our affiliates, whether or not you make any designation to the contrary. You may not withhold or set off payment of any amount you owe us or our affiliates on grounds of alleged non-performance of any obligation we or they owe you.

4. RESERVED RIGHTS

4.1 Reserved Rights. Unless specified otherwise in Schedule A, you do not have any protected or exclusive rights under this Agreement. We reserve all rights that we do not expressly grant you in this Agreement, including those rights described in Schedule A.

4.2 No Marketing Exclusivity. You agree that: (i) nothing in this Agreement grants you any marketing exclusivity as to particular customers; and (ii) we, our affiliates, and our and their other franchisees may solicit customers in, and service customers who are from, any geographic location we or they desire, including locations close to your Franchised Business.

4.3 Catering Services and Delivery Services. We require you to offer catering services ("**Catering Services**") and delivery services (**"Delivery Services"**) and you must do so in accordance with the terms of the Manuals and this Agreement. You may only provide Delivery Services through a TPS that we approve or designate. If a TPS is unavailable to provide Delivery Services for your Franchised Business, you may not be required to offer Delivery Services, subject to our written approval. You acknowledge that we, our affiliates, and other franchisees may provide Catering Services and Delivery Services near your Franchised Business. We retain the right to revise and/or make exceptions to our Catering Services and Delivery Services policies as they apply to you and our other franchisees. We reserve the right to limit the geographic area in which you provide Catering Services and/or Delivery Services.

5. SITE IDENTIFICATION AND ACQUISITION

5.1 Accepted Location. You must establish and operate the Franchised Business only at the Accepted Location. You will not conduct, and you will not permit the conduct of, any business

from the Accepted Location other than the Franchised Business. You must obtain our prior written consent if you wish to co-brand the Franchised Business with another business. You will not conduct, and you will not permit the conduct of any, sale of Approved Products using the Marks at any location other than the Accepted Location (except for the Catering Services and Delivery Services described in Section 4.3) without our prior written consent. If we consent to operations away from your Accepted Location, you will have to execute a separate agreement concerning your mobile or satellite business operations, which may include limitations on the type of activities that you may conduct and may include additional or different financial terms.

5.2 Our Assistance. We may assist you in selecting a proposed site for your Franchised Business (a **"Proposed Location"**), but we are not obligated to do so. You should undertake your own investigation of any Proposed Location and should not rely on any information from us in selecting the Proposed Location.

5.3 Acceptance of Proposed Location. If you and we have agreed on an Accepted Location at the time we sign this Agreement, we will insert the Accepted Location into Schedule A. If you and we have not agreed on an Accepted Location at the time we sign this Agreement, you will select a Proposed Location that complies with our site selection criteria within the Site Selection Area. You will provide us with all material we request to evaluate the suitability of the Proposed Location for your Franchised Business along with a site plan for the Proposed Location. We will provide you with our acceptance or non-acceptance of the Proposed Location within 15 days after you deliver the last item of materials we request, and our determination will be final. If we accept the Proposed Location as the Accepted Location, you must sign standard documentation we prepare, which includes a general release, to document the Accepted Location. Our acceptance of any Proposed Location is our agreement that the Proposed Location satisfies our minimum site selection criteria only and will not be construed as a representation or warranty that the Franchised Business located at the Proposed Location will be successful.

5.4 Site Acquisition.

A. Acceptance and Execution of Site Agreement. You must deliver a copy of the signed lease, sublease, or other rental agreement for the location (the **"Lease"**) or purchase agreement for the location (the **"Purchase Agreement"** and, collectively with the Lease, the **"Site Agreement"**) to us with all material terms specified therein, and any other additional documents you were required to sign with the Site Agreement, either: (i) after we sign this Agreement if we have identified the Accepted Location before we sign this Agreement, or (ii) immediately following the date we accept the location after we sign this Agreement. We may charge you a Lease Documentation Late Fee if you fail to timely provide the Site Agreement within 15 days after its execution. The "**Lease Documentation Late Fee**" shall be $500 per month (or partial month) from the due date for providing the Site Agreement until the date it is delivered. Before you sign the Site Agreement, you must ensure that it meets the requirements of this Section 5.4. We will have the right, but not the obligation, to review your Site Agreement prior to its execution to verify its compliance with this Section 5.4.

B. Site Agreement Restrictions. If you execute a Site Agreement, (i) you may not create any obligations on our behalf, grant any rights adverse to our rights, or agree to any other term that is inconsistent with any term of this Agreement; (ii) you must duly and timely perform all terms under the Site Agreement; and (iii) except as otherwise provided in this Agreement, you may not assign, encumber, or transfer the Site Agreement, or sublet all or any part of the Accepted Location, without our prior written approval, which approval will not be unreasonably withheld. You must ensure that all Site Agreements comply with any terms set forth in the Manuals.

C. Preferred Lease Terms. You must use commercially reasonable efforts to ensure that all Leases include, unless we agree otherwise in writing:

(i) a provision which requires the landlord concurrently to provide us with a copy of any written notice of breach or default under the Lease sent to you, and which grants to us the right (but not the obligation) to cure any defaults under the Lease within a reasonable time (not to exceed 15 days for monetary defaults and 30 days for non-monetary defaults);

(ii) a provision that provides that upon the expiration or termination of this Agreement or upon your default under the Lease or under this Agreement, we will, without your or the landlord's further consent, have (a) a continuing right of entry into the Franchised Business, (b) the right to operate a Business at the Accepted Location, (c) the right, but not the obligation, to assume your interests under the existing terms, conditions and covenants of the Lease, and (d) should we assume your position under the Lease, the right to assign the Lease or sublet the premises to a third party which will operate a Business at the location;

(iii) a provision that provides that upon expiration or termination of the Lease, we will, without your or the landlord's further consent, have a continuing right of entry into the Franchised Business to remove Proprietary Products and any materials bearing the Marks;

(iv) a provision that provides that the Lease may not be modified or amended without our written consent which will not unreasonably be withheld, conditioned or delayed by us;

(v) a provision that allows you to offer or distribute product samples outside or over the counter of the Franchised Business, as applicable;

(vi) a provision that provides that if we assume your obligations and replace you as the lessee under the Lease or sign a new lease, and we later reassign the Lease or new lease to another franchisee, we will not be liable for any obligations to landlord under the Lease or new lease after the reassignment;

(vii) a provision, or a separate collateral assignment of lease, that provides that your landlord reserves to us the right, at our election, to take an assignment of the leasehold interest and to occupy the Accepted Location for the Franchised Business upon termination or expiration of this Agreement or default under the Lease; and

(viii) a provision that provides that your Franchised Business will have at least one designated parking space for curb-side pickup.

D. Site Agreement Modifications. You must submit a copy of any proposed modification, amendment, or renewal of the Site Agreement (a "**Site Agreement Change**") (along with a true and complete copy of the then-existing Site Agreement) to us for our review and approval prior to executing such documents, not less than 10 days prior to the proposed effective date of such modification, amendment, or renewal. Our review of the proposed Site Agreement Change will be limited to ensuring that it is compliant with the terms of this Agreement. Our acceptance of the Site Agreement Change shall not be unreasonably withheld and may be conditioned upon the inclusion of terms in the Site Agreement acceptable to us, including those provisions as specified in Section 5.4.C. (Preferred Lease Terms). If you renew a Lease or a Lease is extended by the landlord for a period of 12 months or more, we may require you to pay us our then-current lease renewal fee. We will notify you in writing whether we approve of the

proposed Site Agreement Change. If approved and subsequently signed, you must provide us with a copy of the signed Site Agreement Change within 15 days after its execution. We may charge you a Lease Documentation Late Fee if you fail to timely provide the modified or renewed Site Agreement.

E. Subleases. We reserve the right, directly or through an affiliate, to master lease any location and then sublet the location to you. Concurrently, with the execution of the Franchise Agreement, you may enter into a sublease with us if an acceptable site has been identified and we are or will be the master lessee of such site. As part of such sublease, you will be required to pay us our then-current sublease administration fee. However, unless we have agreed otherwise in a separate written agreement, we shall have no obligation to enter into a sublease with you for any location. If we and you are parties to a sublease and we elect to assign the master lease to you, you must execute any and all documents required by the landlord to facilitate such assignment and cooperate with our efforts to obtain our release. Any real estate and improvement costs associated with the development of the Accepted Location will be your responsibility.

5.5 Relocation of the Franchised Business.

A. Relocation Request. You may relocate the Accepted Location of the Franchised Business at your expense, if, prior to closing the Franchised Business, you submit a site acceptance request (in the form we provide to you) for your new Proposed Location and obtain our acceptance of the relocation to the Proposed Location. A relocation includes any change of the location of the Franchised Business within a mall, facility, or building to a new location within the same mall, facility, or building. We are under no obligation to approve a relocation of the Franchised Business. Approval under this Section 5.5 will be within our sole discretion, and such approval shall not be granted unless you are in compliance with all terms and conditions of this Agreement and you have the funds available to relocate the Franchised Business and construct a new Franchised Business according to our then-current design standards.

B. Relocation Conditions. If we approve, in our sole discretion, the relocation of the Franchised Business under this Section 5.5, you agree to comply with the following conditions:

(i) the new location will be considered the “Accepted Location” as used in this Agreement;

(ii) all Site Agreements you enter into to secure the new location must comply with Section 5.4 (Site Acquisition);

(iii) you must make or cause to be made to the former Accepted Location such changes in the signs and interior and exterior of the former Accepted Location so as to effectively distinguish such location from any other Business;

(iv) we may charge you a relocation fee equal to 10% of the then-current Initial Franchise Fee to cover costs incurred by us in connection with any such acceptance, evaluation, and relocation of the Franchised Business;

(v) we may require you to pay an agreed minimum royalty to us during the period in which the Franchised Business is not in operation (if any); and

(vi) we may require you to sign our then-current form of franchise agreement to replace this Agreement (the “**New Franchise Agreement**”) or any other documents we may

require to amend this Agreement. You acknowledge and agree that the New Franchise Agreement may contain terms that are materially different from this Agreement, but you will not be required to pay another initial franchise fee if you sign a New Franchise Agreement. If the term of the Lease for the new location extends beyond the Term, we may, in our sole discretion, extend the term of this Agreement or the New Franchise Agreement to match the term of the Lease for the new location, provided you will be required to pay a relocation extension fee equal to $1,500 multiplied by the number of years between the original expiration date of the Term and the expiration of the term of the Lease for the new location.

6. LEASEHOLD IMPROVEMENTS

6.1 Leasehold Improvements. You must hire a licensed and insured general contractor (**"General Contractor"**) to complete the build-out of your Franchised Business, and the General Contractor must be accepted by us. Our acceptance of your General Contractor will not in any way be our endorsement of your General Contractor or render us liable for your General Contractor's performance. We may require any items used in the Franchised Business to meet our minimum Standards and/or to be sourced from suppliers or consolidators that we have designated or approved. You must purchase certain items of machinery and equipment and other items used in the Franchised Business from our designated or approved consolidators or as we otherwise direct. The designated consolidators will coordinate the ordering and delivery of your machinery and equipment. You may request a waiver of the requirement that you use our designated consolidators if you can demonstrate that you can successfully manage the process of ordering and obtaining your machinery and equipment.

6.2 Architectural Plans.

A. Architectural Requirements. We will provide you with a sample layout for the interior of a typical Business and specifications for furniture, fixtures, equipment, and décor. You must, at your expense, employ a licensed architect that we accept in writing and licensed engineers (e.g., mechanical, electrical, plumbing, or structural engineers) as necessary to prepare your plans, modify or complete the layouts, renderings, plans, and specifications, which must include interior and exterior elevations of the Accepted Location (the **"Architectural Plans"**). Our acceptance of your architect will not in any way be our endorsement of your architect or render us liable for your architect's performance or your architect's compliance with professional design standards or adherence to local codes.

B. Compliance with Legal Requirements. You must, before we approve the Architectural Plans, have your architect or you certify to us that the Architectural Plans comply with the Americans with Disabilities Act (the **"ADA"**), the architectural guidelines under the ADA, and all other federal, state, and local statutes, rules, regulations, ordinances, and codes (collectively, **"Laws"**) that apply to the Franchised Business.

C. Submission of Plans. You must submit to us, by the deadline specified in Section 6.5.B. (Construction Start Deadline), a complete set of final Architectural Plans. We will promptly review the Architectural Plans and will either accept the Architectural Plans or provide comments to you on changes we require. After our initial review of your Architectural Plans at no cost and our review of one revised set of Architectural Plans that incorporate our required changes at no cost, we may charge a fee of $1,000 for each set of drawings we review that include any other modifications from the plans that we have previously accepted. Our review of the Architectural Plans is limited to ensuring your compliance with our Standards and is not designed to assess

structural integrity or compliance with applicable Laws. You may not begin construction of the Franchised Business until we have accepted the final Architectural Plans in writing.

6.3 Construction, Inspection, and Government Approvals. You must begin the construction and equipping of the Franchised Business by the deadline specified in Section 6.5.B. (Construction Start Deadline). You must furnish us with all documents we request related to construction. You must obtain our written approval of any changes to the Architectural Plans before you implement the changes. We must have access to the Franchised Business while work is in progress and on its completion. We may require you to provide photographs of your construction progress periodically from the time you commence construction until the time that we issue our consent to open the Franchised Business. On completion of construction and before the Opening Date, any architect and General Contractor you employ or you must provide us with a certificate stating that the as-built plans for the Franchised Business comply with the ADA, the architectural guidelines under the ADA, and all other Laws that apply to the Business. You must promptly make any modifications we deem necessary to bring the Franchised Business into compliance with the Architectural Plans. You may not open the Franchised Business if it does not conform to the final Architectural Plans and changes we approved. You must promptly seek and obtain prior to opening the Franchised Business all governmental approvals and licenses required to open and operate the Business.

6.4 Signage. All exterior and interior signage you use for the Franchised Business must conform to our Standards, including our Standards as to type, color, size, design, and location. You must use a sign vendor that we have designated or approved in writing to ensure proper compliance with our Standards. You must obtain our written approval before you install or display any signage.

6.5 Opening and Development Deadlines.

A. Site Approval Deadline. You will have until the deadline specified in Schedule A to (i) identify the Accepted Location, (ii) obtain our acceptance of the Accepted Location, (iii) sign any documentation we require to document the Accepted Location, (iv) obtain our acceptance of a Lease for the Accepted Location, and (v) sign the accepted Lease for the Accepted Location or otherwise acquire the ownership rights to the Accepted Location (the **"Site Approval Deadline"**).

B. Construction Start Deadline. You must (i) submit to us a complete set of final Architectural Plans and (ii) begin the construction and equipping of the Franchised Business by the deadline specified in Schedule A (the **"Construction Start Deadline"**).

C. Opening Deadline. You must open the Franchised Business by the deadline specified in Schedule A (the **"Opening Deadline"**). You must notify us of your proposed Opening Date at least 30 days in advance. We have the right to inspect your Franchised Business and take other measures we deem appropriate to determine whether you have complied with our Standards and are ready to begin operations. You must not begin operations until we authorize you to do so in writing.

D. Failure to Meet Deadlines. If you are unable to meet the Site Approval Deadline, the Construction Start Deadline, or the Opening Deadline, you may request an extension before the expiration of any missed deadline. We have the right to require you to pay a $2,500 extension fee, if we agree to modify (or if you miss) any of the deadlines. We are not obligated to extend any deadlines. If (i) you fail to cure your failure to meet the Site Approval Deadline or the Construction Start Deadline within 30 calendar days after we send you notice of such default or

(ii) you do not meet the Opening Deadline, we may terminate this Agreement, as provided in Sections 17.2.I and 17.3.J.

7. GOODS AND SERVICES

7.1 Purchases.

A. Goods You Purchase. We have the right to require that Approved Products, other products, Proprietary Ingredients, supplies (including chemicals), furniture, fixtures, equipment, and services (collectively, **"Goods"**) that you purchase for resale or purchase or lease for use in your Franchised Business: (i) meet specifications that we establish from time to time; (ii) be a specific brand, kind, or model; (iii) be purchased or leased only from Approved Suppliers; (iv) be purchased or leased only from a single source that we designate (which may include us or our affiliates or a buying cooperative organized by us or our affiliates); and/or (v) be purchased as part of a purchasing program, arrangement, or contract that we negotiate or specify. To the extent that we establish specifications, require approval of Suppliers, or designate Approved Suppliers for particular Goods, we will publish our requirements in the Manuals or otherwise in writing.

B. Suppliers. You must purchase all of your requirements of Proprietary Ingredients, Proprietary Products, and proprietary uniforms, signs, menu boards, smallwares, materials, supplies, paper goods, equipment, and packaging (collectively, the **"Proprietary Goods"**) from us, our affiliates, or our designated Approved Suppliers. For all other Goods, we may require you to purchase such Goods from any Approved Suppliers or from particular Approved Suppliers, or we may permit you to purchase such Goods from any Supplier capable of providing Goods that meet our minimum Standards (to the extent we have specified Standards for such Goods). If we sell Goods directly to you, we will do so at the same price that we charge similarly-situated franchisees. If you are in default under this Agreement, then any obligations we and our Approved Suppliers may have to sell you Goods may be suspended in our sole discretion; and you will not, as a result, have a defense at law or equity based on impossibility of your performance or any claim against us or our Approved Suppliers. If we or our Approved Suppliers are unable to supply you with the quantity and type of Goods you request, we will exert reasonable commercial efforts to allocate, or to cause our Approved Suppliers to allocate, the Goods available on an equitable basis among the Businesses that seek to purchase Goods. You acknowledge that we, our affiliates, and our Approved Suppliers will not be liable if we, our affiliates, or our Approved Suppliers are unable to fulfill your requests.

C. Revenue from Purchases. You acknowledge and agree that we and/or our affiliates may derive revenue based on your purchases and leases, including from charging you for Goods we or our affiliates provide to you and from promotional allowances, volume discounts, and other payments made to us by manufacturers, Suppliers, or third parties. If we, our affiliates, or third parties acting under our direction arrange for manufacturers to sell the Goods directly to our Approved Suppliers to then sell them to you, then we or our affiliates will have the right to receive compensation or other consideration from the manufacturers, Approved Suppliers, and/or such third parties for these sales. We and our affiliates may use all amounts received from manufacturers, Suppliers, or third parties, whether or not based on your or other franchisees' actual or prospective dealings with them, without restriction for any purposes we or our affiliates deem appropriate.

7.2 Approved Products. You may offer in the Franchised Business to customers only the Approved Products that we have approved in writing. You must produce and sell all Approved Products we specify, including all menu items and other products and services that we require

you to sell, as stated in the Manuals or otherwise, which are all part of the System. We may change these specifications periodically, and we may designate specific Approved Products as optional or mandatory. You must offer all Approved Products that we designate as mandatory. You may not produce or offer any products (i) that we do not authorize you to produce or sell or (ii) that we direct you not to produce or sell. You may sell Approved Products only in the varieties, forms, and packages that we have approved. If we require you to produce any Approved Products, you must strictly follow our Recipes, using only those product components, ingredients, flavoring, and garnishes that meet our then-current Standards. If we require or authorize you to sell alcoholic beverages, you must obtain any necessary permits or licenses. You must maintain a sufficient supply of required Approved Products to meet the inventory standards we prescribe in the Manuals (or to meet reasonably anticipated customer demand, if we have not prescribed specific standards).

7.3 Approval Process.

A. Review Process. If you would like to offer products or use any Goods that we have not approved or to purchase or lease from a Supplier that we have not approved, you must submit a written request for approval and provide us with any information that we request. We have the right to inspect the proposed Supplier's facilities and test samples of the proposed Goods. We have the right to grant, deny, or revoke approval of Goods or Suppliers based solely on our judgment. We will notify you in writing of our decision as soon as practicable following our evaluation. If you do not receive our approval within 90 days after submitting all of the information that we request, our failure to respond will be deemed a disapproval of the request. You acknowledge that the products and services that we approve for you to offer in your Franchised Business may differ from those that we permit or require to be offered in other Businesses.

B. Requirements for Suppliers. Before we approve a Supplier, we will require the following, among other things: (i) the Supplier must demonstrate that it is able to supply the item to you in accordance with our Standards, including our standards as to the artwork and text on the items; (ii) if the Supplier is to receive access to any of our Confidential Information (defined below), Trade Secrets (defined below), or logos, the Supplier must sign a confidentiality agreement and/or our standard form license agreement we prepare; (iii) the Supplier must demonstrate that it is in good standing in the business community with respect to its financial soundness and the reliability of its products or services; and (iv) the Supplier must sign all agreements we require our suppliers to sign at that time.

7.4 Revocation of Approval. We reserve the right to reinspect the facilities and Goods of any Approved Supplier and to revoke approval of the Goods or Supplier if any fail to meet any of our then-current criteria. If you receive a notice of revocation of approval, you agree to cease purchasing or leasing the formerly-approved Goods or any Goods from the formerly-approved Supplier and you must dispose of your remaining inventory of the formerly-approved Goods as we direct. If we revoke approval of a formerly-approved Approved Product that you have been selling to customers or service that you have been offering to customers, you must immediately discontinue offering the service and may continue to sell the product only from your existing inventory for up to 30 days following our disapproval. We have the right to shorten this period if, in our opinion, the continued sale of the product would prove detrimental to our reputation. After the 30-day period, or such shorter period that we may designate, you must dispose of your remaining formerly-approved inventory as we direct.

7.5 Limitations. You may only engage in the sale of Approved Products under the System from the Franchised Business to the ultimate consumer. You may not offer for sale, sell, supply

for resale, or deliver any Goods to a third party other than the ultimate consumer at the Franchised Business without our prior written consent. Unless otherwise permitted by us in writing, you may not sell any Goods through the Internet or using any other channel of distribution other than your Franchised Business. You may not use the Franchised Business or the premises of the Franchised Business to produce or sell any goods, products, or services other than Approved Products sold using the Marks. In particular, you may not operate a ghost kitchen or delivery business selling goods, products, or services under another brand.

7.6 Test Marketing. We may from time to time conduct test marketing to determine consumer trends and the salability of new food or non-food products and services. You will participate in any test marketing we require by providing us with timely reports and other relevant information as we may request. In connection with test marketing, you will purchase for the Franchised Business the reasonable quantity of test products we specify and will use your best efforts to promote and sell test products.

7.7 Disclaimer of Warranties. WE AND OUR AFFILIATES EXPRESSLY EXCLUDE AND DISCLAIM ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ALL GOODS THAT WE OR OUR AFFILIATES OFFER, SELL, OR REQUIRE FOR YOUR FRANCHISED BUSINESS (COLLECTIVELY, "SOURCED PRODUCTS"). YOUR EXCLUSIVE REMEDY AND OUR AND OUR AFFILIATES' EXCLUSIVE LIABILITY FOR ALL CLAIMS RELATED TO ANY SOURCED PRODUCTS IS (I) LIMITED TO YOUR REMEDIES AGAINST THE GIVEN THIRD PARTY SUPPLIER OR MANUFACTURER (WHICH SHALL NOT INCLUDE OUR AFFILIATES) FOR ANY OF THE SOURCED PRODUCTS THEY PROVIDE; AND (II) FOR ANY OF THE SOURCED PRODUCTS THAT WE OR OUR AFFILIATES PROVIDE, LIMITED TO THE PURCHASE PRICE OF SUCH SOURCED PRODUCTS, PLUS SHIPPING COSTS, IF ANY, YOU PAID; OR, AT OUR OR OUR AFFILIATES' OPTION, THE REPLACEMENT OF SUCH SOURCED PRODUCTS. WE AND OUR AFFILIATES WILL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, MULTIPLIED, EXEMPLARY, OR PUNITIVE DAMAGES FOR ANY MATTER STATED IN THIS SECTION 7 (GOODS AND SERVICES), REGARDLESS OF THE DIRECT OR INDIRECT CAUSE OF THE DAMAGES. This disclaimer of warranties does not affect any claims you may have against third party manufacturers or Suppliers of any Sourced Products.

8. COMPLIANCE WITH THE SYSTEM AND MANUALS

8.1 Manuals. We will lend you one hard copy of, or grant you electronic or other access to, the Manuals during the Term. We may provide the Manuals, and any Supplements to the Manuals (defined below), to you in hard copy or electronically via applications for mobile devices, DVD, intranet, other storage media, electronic mail, video, the Internet, or other electronic formats. If any content of the Manuals conflicts with the terms of this Agreement, this Agreement will control. You may be required to pay a license fee to use the software necessary to access the Manuals.

8.2 Compliance with the System. You agree that: (i) every component of the System is vital to us, to your Franchised Business, and to the Businesses our other franchisees operate; and (ii) your compliance with the System is of the essence to this Agreement. You therefore agree that you will conduct all activities and operations of your Franchised Business in strict compliance with the System, including the Standards and the Manuals, as though specifically stated in this Agreement. You must promptly address any customer complaints in accordance with our Standards as specified in the Manuals.

8.3 Changes to the Standards and the Manuals. We may make additions to, deletions from, and modifications to the Manuals (**"Supplements"**) or Standards from time to time in any form or fashion, including (i) altering the Approved Products, accounting and computer systems, forms, policies, and procedures of the System; (ii) adding, modifying, or substituting the equipment, signs, trade dress, and other Business characteristics that you are required to use or display (subject to the limitations set forth in this Agreement); (iii) implementing new programs and policies, which may require you to incur additional expenses, purchase new equipment or supplies, or pay additional reasonable fees; and (iv) changing, improving, modifying, or substituting for the Marks. We will communicate changes in the Standards or the Manuals in writing or electronically to you, as we deem appropriate. You must immediately adopt and use any Supplements to the Manuals. All Supplements to the Manuals are binding on you as if they were part of the Manuals previously provided to you. It is your responsibility to monitor for Supplements to the Manuals and maintain a current and up-to-date copy of the Manuals at your Franchised Business at all times. If there is any dispute as to your compliance with the Manuals, then the master copy of the Manuals we maintain will control. All references in this Agreement or otherwise to the Manuals will include any and all Supplements to the Manuals. You acknowledge that changes in the Standards or Manuals may obligate you to invest additional capital in the Franchised Business and/or incur higher operating costs.

8.4 Variances. You agree that complete uniformity under many varying geographic and other conditions, and over extended spans of time, is not practical and may be detrimental to the System, and that as a result: (i) we may vary the Standards for any franchisee as we deem necessary; (ii) we may grant franchises using the System under terms that may differ materially from the terms of this Agreement; and (iii) our obligations and rights with respect to our various franchisees may differ materially from our obligations and rights with respect to you, without in any way affecting our rights with respect to you. You will have no right to require that we disclose any variation to you or that we grant you the same or a similar variation.

8.5 Ownership. You agree that we own all proprietary rights in and to the System and the Manuals. The Manuals will at all times remain our property and you and all your directors, officers, shareholders, partners, members, managers, employees, agents, independent contractors, and others who gain access to the Manuals and the information contained in the Manuals will treat the Manuals and the information in the Manuals as our Confidential Information (defined below).

8.6 Guest Relations. You must promptly address any guest contact requests that we send to you or customer complaints in accordance with our Standards as specified in the Manuals, including responding to and resolving such guest contacts and complaints in the manner and within the time periods specified in the Manuals. In addition to any other rights and remedies we may have, including reimbursement of any costs or expenses related to responding to or resolving such contact or complaint on your behalf, we may charge you a guest relations fee if (i) we or you receive an excessive number of complaints related to you or your Franchised Business (such number shall be specified in the Manuals) or (ii) you fail to respond to or resolve a guest contact request or a customer complaint in accordance with our Standards within the time period specified in the Manuals.

9. INTELLECTUAL PROPERTY

9.1 Marks.

A. Acknowledgements. You acknowledge that we or our affiliates are the owner of the Marks, that you have no interest in the Marks beyond the non-exclusive license granted

herein, and that, as between we and you, we have the exclusive right and interest in and to the Marks and the goodwill associated with and symbolized by them. Upon the expiration or termination of this Agreement, no monetary amount will be attributable to goodwill associated with your activities as a franchisee under this Agreement.

B. Rights. Your right to use the Marks applies only to the Franchised Business operated at the Accepted Location as expressly provided in this Agreement, including advertising related to the Franchised Business. You may only use in your Franchised Business the Marks we designate, and only in compliance with written rules that we prescribe from time to time. You may not use any Mark or any words or designations similar to the Marks (i) as part of any corporate or legal business name, (ii) with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos we have licensed to you), (iii) in selling any unauthorized services or products, (iv) as part of any domain name, electronic address, metatag, search engine keyword, social media account, or otherwise in connection with any website or other electronic medium without our consent, or (v) in any other manner we have not expressly authorized in writing. No materials on which any of the Marks appears will be used by you without our prior written approval, which may be revoked at any time upon reasonable notice to you. You must display the Marks in a manner that we specify on signage at the Franchised Business and on forms, advertising, supplies, employee uniforms, business cards, and other materials we designate.

9.2 Copyrights. You acknowledge that as between you and us, any and all present or future copyrights relating to the System or the Business concept, including the Manuals (including the Supplements); the Recipes; our building designs, architectural renderings, and construction plans; and certain forms, advertisements, images, art, photography, promotional materials, and other written materials that we produce (collectively, the **"Copyrights"**) belong solely and exclusively to us or our affiliates. You have no interest in the Copyrights beyond the non-exclusive license granted in this Agreement. Your use of the Copyrights inures to our benefit.

9.3 No Contesting Our Rights. During the Term and after its expiration or termination, you agree not to directly or indirectly contest our or our affiliates' ownership, title, right or interest in or to, or our license to use, or the validity of, (i) the Marks, (ii) the Copyrights, (iii) the Recipes, or (iv) any Trade Secrets (defined below), methods, or procedures that are part of the System (collectively, the **"Intellectual Property"**), or contest our sole right to register, use, or license others to use the Intellectual Property.

9.4 Changes to the Intellectual Property. We have the right, upon reasonable notice, to change, discontinue, or substitute for any of the Intellectual Property and to adopt entirely different or new Intellectual Property for use with the System without any liability to you, in our sole discretion. You agree to implement any such change at your own expense within the time we reasonably specify.

9.5 Third-Party Challenges. You agree to notify us promptly of any unauthorized use of the Intellectual Property of which you have knowledge. You also agree to inform us promptly of any challenge by any person or Entity to the validity of our ownership of or our right to license others to use any of the Intellectual Property. We agree to protect and defend you against any suit filed or demand made against you challenging the validity of the Intellectual Property (an **"IP Claim"**), and to defend and indemnify you against your loss, cost, or expense related to the IP Claim, except where the IP Claim arose because you used the Intellectual Property in violation of this Agreement. We will initiate, direct, and control any litigation or administrative proceeding relating to the Intellectual Property, including any settlement. We will be entitled to retain any and all proceeds, damages, and other sums, including attorneys' fees, recovered or owed to us or our

affiliates in connection with any such action. You agree to execute all documents and, render any other assistance we may deem necessary to any such proceeding or any effort to maintain the continued validity and enforceability of the Intellectual Property.

9.6 Post-Termination or Expiration. Upon the expiration or termination of this Agreement for any reason, all of your rights to use the Intellectual Property will automatically revert to us without cost and without the execution or delivery of any document. Upon our request, you will execute all documents that we require to confirm such reversion.

9.7 Innovations. All ideas, concepts, techniques, or materials relating to a Business or the System or derivations or modifications of the Intellectual Property or any other element of the System (collectively, **"Innovations"**), whether or not protectable intellectual property and whether created by or for you or your Owners, employees, or contractors, must be promptly disclosed to us and will be deemed to be our sole and exclusive property, part of the System and the Intellectual Property, and works made-for-hire for us. To the extent any Innovation does not qualify as a work made-for-hire for us, by this Section you assign ownership of that Innovation, and all related rights to that Innovation, to us and agree to sign (and to cause your Owners, employees, and contractors to sign) whatever assignment or other documents we request to evidence our ownership or to help us obtain intellectual property rights in the Innovation. We and our affiliates have no obligation to make any payments to you or any other person with respect to any Innovations. You may not use any Innovation in operating the Franchised Business or otherwise without our prior approval.

10. ADVERTISING AND PROMOTION

10.1 Local Advertising, Marketing and Promotion.

A. Advertising Standards. Except as otherwise provided in the Manuals, you may use only Advertising and Promotional Content that we have furnished or approved in writing in advance. "**Advertising and Promotional Content**" includes all advertising, marketing, promotional, customer relationship management, public relations, and other brand-related programs, materials, and content relating to the Franchised Business, the Marks, or the Approved Products, including (i) any branded materials (such as business cards, signs, counter cards, banners, posters, displays, window clings, and in-store messaging), (ii) press releases, (iii) printed materials (such as leaflets, direct mail materials, coupons, and published advertisements), (iv) promotional items (such as branded specialty and novelty items, products, and clothing), (v) audio or video advertising (such as radio, television, or podcast ads or online video postings), and (vi) Digital Marketing (as defined in Section 10.2 (Digital Marketing)). You must ensure that all Advertising and Promotional Content that you or your agents or representatives develop or implement related to the Franchised Business is (a) clear, factual, ethical, and not misleading, (b) complies with all Laws, and (c) conforms to our Standards and the advertising and marketing policies that we periodically specify.

B. Submission and Review of Proposed Content. Except as otherwise provided in the Manuals and for Advertising and Promotional Content that we furnish to you, you must submit to us for our written approval, before use, copies of all proposed Advertising and Promotional Content that you intend to use or implement. We have the right to approve or disapprove any Advertising and Promotional Content, as well as the media in which intend to use them, in our sole discretion. We reserve the right to require you to discontinue the use of any Advertising and Promotional Content for any reason.

C. Grand Opening Advertising. You must spend at least the amount specified in Schedule A on grand opening advertising promoting the opening of your Franchised Business within the time period specified in Schedule A (the **"Grand Opening Obligation"**). The Grand Opening Obligation is in addition to your Advertising Contribution and any local advertising obligations you may have. All Advertising and Promotional Content you use for the Grand Opening Obligation and the media in which you use them, are subject to our approval. We have the right to require you to provide documentation that demonstrates your compliance with the Grand Opening Obligation. If you fail to make advertising expenditures in accordance with this Section, we will have the right to either: (i) require you to spend the remaining amount on local marketing advertising, in addition to your Local Marketing Obligation, or (ii) spend an amount not to exceed your Grand Opening Obligation on promoting the opening of your Franchised Business for you, and you must reimburse us for these expenses. If you relocate the Franchised Business pursuant to Section 5.5 (Relocation of the Franchised Business), we may require you to comply with the Grand Opening Obligation again.

D. Participation in Promotions. From time to time, we or your Advertising Cooperative (if any) may establish temporary or permanent promotional campaigns (e.g., limited time offers, gift cards, coupons, loyalty programs, customer relationship management, and other supplemental marketing programs) applicable to the System as a whole or to specific advertising market areas. You are required to participate in these promotional programs at your own cost, including the costs to purchase, lease and install all materials necessary to the promotional campaigns, including counter cards, posters, banners, signs, photographs, give-away items, and gift cards.

E. Local Marketing Obligation.

(i) Local Marketing. Unless otherwise specified in Schedule A, you must aggressively advertise, market, and promote your Franchised Business locally in accordance with our Standards and must spend a reasonable amount each calendar quarter for local market advertising. If we require you to spend a minimum amount on local market advertising, we will specify the minimum amount in Schedule A (the **"Local Marketing Obligation"**) and, upon our request, require you to submit for our written approval an annual local marketing plan. We may change the Local Marketing Obligation, provided that we must give you at least 60 days' written notice of the change. Your Local Marketing Obligation will be in addition to amounts you must pay or spend under Section 3.2.B (Advertising Contribution) and for the Grand Opening Obligation under Section 10.1.C. (Grand Opening Advertising). You will be responsible for determining the amount of advertising funds you spend for individual local market advertising, subject to the Local Marketing Obligation (if any) and our approval of your annual local marketing plan, if applicable.

(ii) Compliance with the Local Marketing Obligation. Any contributions that you make to an Advertising Cooperative (if one exists) may be counted towards your Local Marketing Obligation. The following expenditures or costs will not count towards your Local Marketing Obligation: salaries, donations, press parties, in-store fixtures or equipment, menus, serving guides and nutritional facts, yellow page advertising, exterior or interior signage, and incentive programs, including costs of honoring coupons and food costs incurred in honoring sales promotions. We have the right to require you to provide documentation that demonstrates your compliance with the Local Marketing Obligation. If you fail to make advertising expenditures in accordance with this Section, we will have the right to spend an amount not to exceed your Local Marketing Obligation on local advertising for you, and you must reimburse us for these expenses. Your failure to comply with this Section10.1.E. is a material breach of this Agreement.

(iii) Payment to Us. We have the right upon written notice to you to require you to pay all or a portion of the Local Marketing Obligation to us for us to, in our sole discretion, (a) contribute to the Ad Fund (as defined in Section 10.3.A. (Contributions to Ad Fund)), (b) spend on national, regional, or local advertising campaigns, (c) contribute to the Advertising Cooperative (as defined in Section 10.4.A. (Participation)) in your market, or (d) spend on local advertising in your market. If we exercise our right to collect your entire Local Marketing Obligation (and not just a portion of it), you will not be required to (x) spend a minimum amount on local advertising (other than your Grand Opening Obligation), (y) provide a local marketing plan, or (z) participate in, or contribute to, your Advertising Cooperative. We are not obligated to ensure that the Local Marketing Obligation monies that we spend are proportionate or equivalent to your contributions or that the Franchised Business will benefit directly or pro rata or in any amount from the placement of advertising.

10.2 Digital Marketing.

A. Restrictions. We or our affiliates, in our sole discretion, may establish and operate websites, social media accounts (such as Facebook, Twitter, Instagram, Pinterest, Snapchat, TikTok, etc.), applications, keyword or adword purchasing programs, accounts with websites featuring gift certificates or discounted coupons (such as Groupon, Living Social, etc.), mobile applications, online videos, display banner campaigns, branded content social media campaigns, e-mail marketing campaigns, or other means of digital advertising on the Internet or any other means of digital or electronic communications (collectively, "**Digital Marketing**") that are intended to promote the Marks, your Franchised Business, and the entire network of Businesses. We will have the sole right to control all aspects of any Digital Marketing, including those related to your Franchised Business.

B. Digital Marketing By You. Unless we consent otherwise in writing, you may not, directly or indirectly, conduct or be involved in any Digital Marketing that use the Marks or that relate to the Franchised Business. If we do permit you to conduct any Digital Marketing, you must (i) comply with any Standards or content requirements that we establish periodically and must immediately modify or delete any Digital Marketing that we determine, in our sole discretion, is not compliant with such Standards or content requirements, (ii) only use materials that we have approved and must submit any proposed modifications to us for our approval, (iii) not use any Mark on any aspect of the Digital Marketing (including in any domain name, address, or account) except as we expressly permit, (iv) include any information that we require, and (v) include only the links that we approve or require. We retain the right to pre-approve your use of linking and framing between any Digital Marketing that you conduct and all other websites. If we consent to your use of the Marks (or words or designations similar to the Marks) in any domain name, electronic address, website, or other source identifier, we may register such names, addresses, websites, or identifiers and then license use of the registered item back to you under a separate agreement. You must pay all costs due for registration, maintenance, and renewal of any such names, addresses, websites, or identifiers that we approve and maintain on your behalf. We retain the ownership of Copyright to any of the materials that you may develop for use on the Internet. We may withdraw our approval for any Digital Marketing at any time.

10.3 Advertising Fund.

A. Contributions to Ad Fund. We will allocate your Advertising Contributions to a fund for the advertising and promotion of the Businesses, the Marks, and the System (the **"Ad Fund"**). If we operate any Businesses, our Businesses will contribute to the Ad Fund in the same manner as similarly-situated Franchised Businesses. You acknowledge that our other franchisees may

not be required to contribute to the Ad Fund, may be required to contribute to the Ad Fund at a different rate than you or may be required to contribute to a different advertising fund.

B. Management of Ad Fund. You agree that: (i) we need not maintain the Ad Fund, your Advertising Contributions, or income earned from contributions to the Ad Fund in a separate account from our other funds; (ii) we are not a fiduciary with respect to your Advertising Contributions or the Ad Fund; and (iii) the Ad Fund is not a "trust." We are not required to have an independent audit of the Ad Fund completed. We will provide you with an annual summary of the expenditures of the Ad Fund on your reasonable request. If any monies in the Ad Fund remain at the end of a fiscal year, they will carry-over in the Ad Fund into the next fiscal year. We may treat any amounts that we contribute to the Ad Fund in excess of our required contributions for Businesses that we operate and any spending on advertising that we make in excess of the amounts then available in the Ad Fund as a loan from us to the Ad Fund. We have the right to be reimbursed from the Ad Fund any amounts that we loan to the Ad Fund.

C. Use of Ad Fund. We will administer the Ad Fund. We have sole authority to direct all advertising programs and promotions and uses of the Ad Fund, with sole control over the creative concepts, materials, and media used in the programs, and the placement and allocation of advertising. We reserve the right to use any media, create any programs, and allocate advertising and promotional expenditures to any regions or locales we deem appropriate. We may use the Ad Fund to meet the costs of administering, preparing, and conducting national, local, or regional advertising, promotional, or brand building programs of any kind, including the cost of (i) preparing and conducting television, radio, magazine, newspaper, and digital advertising campaigns and other public relations activities (including for purposes of brand reputation management), (ii) employing public relations firms and advertising agencies to assist in these activities, and (iii) conducting other activities that are directly or indirectly designed to promote the System, its franchisees, and/or increase System sales, such as limited-time menu offerings, crew incentives, franchisee incentive and/or promotional programs, customized materials (e.g., cups), up-sell programs, guest response programs, manager/employee recognition programs, quality assurance and food safety programs, mystery shop and shopper programs, brand websites and ordering platforms, brand applications, social media account administration and promotion, and in-store equipment and technologies related to such marketing programs. We may use the Ad Fund to compensate us for the reasonable administrative costs and overhead we incur in activities related to advertising and promotional programs, including new product development; market research; preparing advertising and promotional materials; Digital Marketing; working with public relations firms, advertising agencies, advertising placement services, and creative talent; reimbursing franchisee advisory council meeting expenses; developing and maintaining, and paying third parties for the development and maintenance of, websites, applications, and other equipment and technologies related to marketing programs. We will not spend the Ad Fund in a manner that (i) exclusively benefits our licensees that manufacture and sell products bearing the Marks, if any, or (ii) is principally a solicitation for the sale of franchises.

D. No Proportionate Benefit; No Right to Withhold Contribution. The advertising and promotions that we conduct are intended to maximize general public recognition and patronage of the System generally in the manner that we determine to be most effective. We are not obligated to ensure that the expenditures from the Ad Fund are proportionate or equivalent to your contributions or that the Franchised Business will benefit directly or pro rata or in any amount from the placement of advertising. You will spend and/or contribute all advertising contributions, including the Advertising Contribution, provided for in this Agreement without reduction regardless of your perceived benefit to the Franchised Business or the amount of contribution by other

franchisees operating Businesses or the default of these advertising obligations by any other franchisees.

10.4 Advertising Cooperatives.

A. Participation. You will participate, if we require, in any local, regional, or national cooperative advertising group consisting of other Businesses (an **"Advertising Cooperative"**) that we specify, when and if any of these groups are created. We will designate the particular Advertising Cooperative(s) in which you may be required to participate (which designations may be based on, without limitation, the particular Designated Market Area or the Area of Dominant Influence, as those terms are used in the advertising industry, where your Franchised Business is located). If we collect the entire Local Marketing Obligation, we will not require you to participate in an Advertising Cooperative. You will enter into any formal agreements with the other franchisees of the System and/or us, as the case may be, as is necessary or appropriate to accomplish the goals of this Section 10.4 and you must abide by the formal agreements and decisions that we authorize the Advertising Cooperative to make on advertising and marketing in the area covered by the Advertising Cooperative.

B. Payments. Your payments to any Advertising Cooperative will be determined by you and those other franchisees and/or us, as the case may be, who are participants in the Advertising Cooperative, as stated in the by-laws of that Advertising Cooperative or membership, dues, participation, or other payment agreements of the Advertising Cooperative. Amounts paid to an Advertising Cooperative will be credited against your Local Marketing Obligation as specified in Section 10.1.E. (Local Marketing Obligation). Any contributions that you make to an Advertising Cooperative shall be additional to your Advertising Contribution as specified in Section 3.2.B. (Advertising Contribution) and your Grand Opening Obligation as specified in Section 10.1.C. (Grand Opening Advertising). If you become delinquent in your dues or other payments to the Advertising Cooperative or fail to abide by any formal agreements or authorized decisions of the Advertising Cooperative, the delinquency or failure will be deemed a failure to participate in the Advertising Cooperative and a material breach of this Agreement.

C. Operations of Advertising Cooperative. We may require any Advertising Cooperatives to only use public relations firms and advertising agencies that are Approved Suppliers. All proposed advertising and promotional materials produced by, or on behalf of, Advertising Cooperatives must be submitted to us for our written approval before use. We may on 30 days' written notice to you suspend or terminate an Advertising Cooperative's program or operations. As a member, officer or director of an Advertising Cooperative, at our request, you will provide to us all information we request related to the Advertising Cooperative and you must provide this information within 10 days after our request to you.

10.5 Our Advertising Materials. We may periodically formulate, develop, produce, and conduct, at our sole discretion, advertising or promotional programs in such form and media as we determine to be most effective. We may make available to you for you to purchase approved advertising and promotional materials, including signs, posters, collaterals, etc. that we have prepared. We or our affiliates will retain all copyrights relating to such advertising materials.

11. TRAINING AND SUPPORT

11.1 Management Training Program.

A. Required Trainees. The required trainees that we designate on Schedule A (collectively, **"Required Trainees"**) must attend and successfully complete the initial management training program for Businesses (the **"Management Training Program"**). All trainees must be over the age of 18 years and must meet any minimum experience requirements that we specify. In addition, we may, in our sole discretion, require your Primary Contact, if they will not be involved in the day-to-day operation of the Franchised Business, to complete a limited version of the Management Training Program to our satisfaction. If any of your Required Trainees have previously attended and successfully completed our Management Training Program and you or they have not defaulted under any other franchise agreement with us, we may, in our sole discretion, determine that such Required Trainee is not required to attend the Management Training Program again or will be required to attend a modified Management Training Program.

B. Training Fees. Except as otherwise provided in Schedule A and this Section 11.1.B., we will provide the Management Training Program at no additional charge for any Required Trainees. We reserve the right to charge you a reasonable training fee if (i) you elect to bring additional trainees, other than the Required Trainees, to the Management Training Program, (ii) your Required Trainees are trained in separate sessions, (iii) any of your Required Trainees fail to successfully complete the Management Training Program and re-enroll in the program or are replaced with new trainees that enroll in the program, or (iv) we provide the Management Training Program to your Subsequent Trainees (as defined in Section 11.F. (Subsequent Trainees)).

C. Attending Training. We will provide, or designate other parties to provide on our behalf, the Management Training Program periodically and permit you to register for an available program. Training programs are subject to space and time availability. All or certain portions of the Management Training Program may, in our discretion, be conducted online or in person at our corporate headquarters and/or other locations authorized by us (which may include locations operated by other franchisees). Your trainees may not attend the Management Training Program until (i) you have provided us with your fully signed Lease (if required) in a form that we have approved, (ii) your Franchised Business is under construction, and (iii) you have provided us with evidence of the insurance that is required under your Franchise Agreement.

D. Completion of Training. All of your Required Trainees must successfully complete our Management Training Program before they may be involved in the operation of your Franchised Business. A minimum number of Required Trainees, as specified in Schedule A, must successfully complete the Management Training Program by the deadline specified in Schedule A. We have the right in our reasonable discretion to determine whether a trainee has successfully completed the Management Training Program. If we conclude that a Required Trainee has failed to successfully complete the Management Training Program, that Required Trainee must re-enroll in our next scheduled applicable Management Training Program at no additional charge. We will have the right to terminate this Agreement if, following the Management Training Program and re-enrollment training, if any, the minimum number of Required Trainees have not successfully completed the Management Training Program.

E. Training of You by Franchisees. We may, in our sole discretion, authorize certain franchisees to provide on our behalf all or portions of the Management Training Program in accordance with our Standards, provided such franchisees (i) have a Certified Training Manager

(as defined below), (ii) operate a Certified Training Business (as defined below), and (iii) meet other requirements that we specify. If we require or permit you to receive portions of the Management Training Program from another franchisee, we may require you to execute an agreement with such other franchisee regarding the training program.

F. Subsequent Trainees. Any Managers, Primary Contacts, Directors of Operations (as defined in Section 12.7.B. (Directors of Operations)) that you hire or appoint after the opening of the Franchised Business and any other persons we designate (**"Subsequent Trainees"**) must attend and successfully complete our Management Training Program (or a modified version that we prescribe) before becoming involved in the operation of your Franchised Business. We may require employees that transfer to your Franchised Business from another Business to successfully complete the Management Training Program again. We also may require you to send or resend your Managers (as defined below) or employees to the Management Training Program, and require them to successfully complete it, if we have identified operational or performance issues at your Franchised Business. We reserve the right to charge you a reasonable training fee for each Subsequent Trainee that attends a Management Training Program.

G. Training By You.

(i) Management Training. If you and your affiliates collectively operate two or more Franchised Businesses, we may, in our sole discretion, require or permit you or your affiliates to provide the Management Training Program to your Required Trainees or Subsequent Trainees.

(ii) Certification Required. If we require or permit you or your affiliates to provide the Management Training Program to your trainees, before you or they may do so, one or more of your or their Franchised Businesses must be certified by us as an authorized training facility (a **"Certified Training Business"**) and one or more of your or their Managers must be certified by us as a trainer authorized to provide our Management Training Program to your trainees (a **"Certified Training Manager"**). To be designated as a Certified Training Manager, a Manager must (a) complete our Management Training Program at least six months before applying for certification, (b) maintain specific food safety programs, (c) attend any required additional training program, and (d) meet other qualifications that we may specify from time to time. To be designated as a Certified Training Business, a Franchised Business must (1) meet compliance scores that we specify, (2) fully comply with our then-current Standards, (3) employ the minimum number of Managers specified in Section 12.7 (Your Participation; Manager), in addition to the Certified Training Manager, and (4) meet any other requirements that we may specify from time to time. We may, in our sole discretion and at any time, (x) grant, withhold, or revoke certification for a Certified Training Business or a Certified Training Manager or (y) change the minimum requirements for certification of a Certified Training Business or a Certified Training Manager. We may require Certified Training Managers to be recertified if they transfer from one Franchised Business to another, if they no longer meet our then-current requirements, or annually. If a Certified Training Manager ceases to be a Manager of a Certified Training Business or has their certification revoked, such Franchised Business must be re-certified as a Certified Training Business before offering training again.

(iii) Provision of Training. If we certify a Certified Training Business and Certified Training Manager, such Certified Training Manager must provide the Management Training Program at a Certified Training Business in accordance with our Standards for such training. If we withhold or revoke certification of your Certified Training Business, we may require

your trainees to attend the Management Training Program at another location that we designate and may charge our then-current training fee (if any) for such training.

11.2 On-Site Training. Except as may be specified on Schedule A, we are not required to provide any on-site training or consultation at the site of your Franchised Business (the **"On-Site Training"**). You may request that we provide you with On-Site Training. We may agree to provide On-Site Training but will not be obligated to do so. We may also, in our sole discretion, require that you obtain On-Site Training at any time, including in the days or weeks before and/or after your Opening Date and/or if you fail to comply with the System and Standards. We may charge you a reasonable fee for On-Site Training, which may include a daily or hourly fee for each of our trainers and reimbursement for their travel and living expenses (including airfare, car expenses, lodging, meals, etc.) during such On-Site Training.

11.3 Additional Programs. We may, from time to time, conduct conferences, conventions, programs, webinars, teleconferences, or additional or refresher training sessions on any matters related to the System ("**Additional Programs**"). We will determine the duration, curriculum, and location of such Additional Programs, which may take the form of web-based training modules, webinars, seminars, in-person training, or on-site training. Your Required Trainees, Primary Contact, Owners, and other personnel we designate must attend any Additional Programs that we require. We may charge you a reasonable fee for your trainees to attend any Additional Program.

11.4 Other Training Terms.

A. Modifications. We reserve the right to modify our Management Training Program, Additional Programs, or any other training programs at any time, including the timing, frequency, content, format, and location of training.

B. Training Platform. We may require you to purchase or license from us, our affiliates, or Approved Suppliers any training platform and equipment necessary to use or access the training materials.

C. Expenses and Compensation. You will pay all expenses you and your personnel incur for any training programs, including your/their travel, food, lodging, compensation, and benefit expenses. We will not pay any compensation for any services you and your personnel perform in any training program. You must purchase uniforms for any of your trainees that attend our Management Training Program.

D. Cancellation Fee. If you or your trainees fail to cancel any scheduled training without at least 14 days' prior notice, or if you or your trainees are not prepared to successfully participate in any scheduled training, we may charge you the cost of conducting the originally scheduled training (including any training fees and any travel and living expenses incurred by our representatives) and you may have to pay an additional fee for the rescheduled training.

11.5 Additional Consulting Services. After you open your Franchised Business, we may furnish you with support services as we deem appropriate. We also may offer you additional consulting or support services, including On-Site Training and remote support, that are greater in scope than our standard support services. We may charge you a reasonable fee for these services which may include a daily or hourly fee for each of our representatives and, for On-Site Training, reimbursement for their travel and living expenses (including airfare, car expenses, lodging,

meals, etc.). Additional consulting or support services are subject to availability and shall be offered in our sole discretion.

12. YOUR OBLIGATIONS

The following obligations are in addition to your other obligations in this Agreement:

12.1 Compliance with Laws. You will operate the Franchised Business in compliance with all applicable Laws, including all Laws related to labor, health, and safety. You will promptly furnish to us copies of all fire, health, or other inspection reports, warnings, certificates, and ratings issued by any government agency, and must immediately provide us with any such items that assert any failure to comply strictly with any Law. If required by the jurisdiction where the Franchised Business is located, you will file for and maintain a Certificate of Fictitious Name that includes the Primary Mark. You also shall comply with (a) all applicable contractual requirements (e.g., PCI-DSS), Laws, or standards, or any equivalent thereof, relating to the collection, use, and security of personal information and (b) any privacy policies or data protection and breach response policies we periodically may establish, including those set forth in Section 12.3 (Data Breach Notification).

12.2 Compliance with Electronic Payment Standards. You must abide by: (a) the Payment Card Industry Data Security Standards ("**PCI-DSS**") enacted by the applicable Card Associations (as they may be modified from time to time or as successor standards are adopted); (b) the Fair and Accurate Credit Transactions Act ("**FACTA**"); and (c) all other standards, laws, rules, regulations or any equivalent thereof applicable to electronic payments that may be published from time to time by payment card companies and applicable to electronic payments ("**Electronic Payment Requirements**"). We require that you use vendors (and may require you to use one or more Approved Suppliers that we designate) to provide security services that are consistent with PCI-DSS, FACTA, and applicable Electronic Payment Requirements. We currently require you to use a managed firewall, conduct a quarterly network scan, maintain anti-virus/anti-malware software, and use managed Wi-Fi, but we may modify from time to time the specific security measures that you must maintain. We require that you submit annually proof of your PCI-DSS compliance status, and we may require you to provide evidence of compliance with FACTA or applicable Electronic Payment Requirements upon our request. We may require you to use vendors or Approved Suppliers to conduct periodic security audits to ensure that personal data is adequately protected. We may require you to provide, or make available, to us copies of any audits, scanning results, or related documentation relating to such compliance or audits. We may charge a reasonable fee for us to review your systems and verify your compliance with these requirements. If you suspect or know of a security breach, you must immediately give us notice of such security breach and promptly identify and remediate the source of any compromise or security breach at your expense. You assume all responsibility for providing all notices of breach or compromise and all duties to monitor credit histories and transactions concerning customers of the Franchised Business.

12.3 Data Breach Notification. If you learn of an incident that may be a "breach of the security of the system" under Cal. Civ. Code § 1798.82 or any other data breach notification Law, you must immediately notify us of the facts that are known about the incident (a "**Data Breach**"). Although you are responsible for complying with all data breach notification Laws and standards applicable to your organization, we expect that you will coordinate with us regarding such incidents where notification to individuals is required before individuals are notified so that we can be aware of and be prepared to address issues that may affect the System and be in a position to support you where possible. In the event of an actual or suspected Data Breach, you grant us

and our designees and agents the right, exercisable in our sole and absolute discretion, to conduct an investigation of the incident and to install, run, and maintain any hardware, software, or code on your Computer System or in your computer network necessary or advisable to facilitate the investigation and to contain and remediate the incident, and you agree to cooperate with us and to provide us with any access and information we may reasonably request for those purposes. Nothing in the preceding sentence shall relieve you of your obligation to comply with applicable laws, regulations, rules, standards or any equivalent thereof concerning an actual or suspected Data Breach. You are responsible for any costs or financial losses you incur or remedial actions that you must take as a result of an actual or suspected Data Breach.

12.4 Failure to Comply with Laws or Standards.

A. Suspension of Operations. If: (i) any Approved Product you produce or sell evidences dilution or adulteration from the Standards; (ii) any Approved Product you produce or sell is contaminated or is otherwise in violation of applicable Law; (iii) you fail to maintain the Franchised Business in compliance with applicable Law; or (iv) your Franchised Business or Approved Products pose a threat to the health or safety of the public, you must immediately suspend operations, search out and destroy any adulterated, diluted, or contaminated Approved Products, eliminate their source, and remedy all unsanitary, unsafe, or otherwise hazardous conditions present. You may not resume operation of the Franchised Business until our laboratory analysis of your Approved Products or inspection of your Franchised Business, as applicable, demonstrates compliance with all applicable Laws and Standards. You must promptly implement any remedial measures we require to cure the default. If we conclude through any examination, analysis, and/or inspection that the Approved Products have been adulterated in any way or that your Franchised Business is not in compliance with applicable Laws, you shall, upon demand, reimburse us for all reasonable expenses connected with any such examination, analysis, or inspection under this Agreement (including reasonable product analysis fees).

B. Additional Remedies. If: (i) we determine that a violation of Section 12.4.A. (Suspension of Operations) has occurred and that you have committed a similar violation within the one-year period before the date of the inspection or analysis; (ii) you fail or refuse to comply with any or all of the remedial measures we require; (iii) you fail to provide us with full cooperation in the course of any inspection or analysis we conduct; or (iv) we determine that there has been any repetition during the Term of any occurrence under Section 12.4.A., then you will pay us a fee for the inspection or analysis in the amount of $5,000; plus the travel and living expenses of our inspectors or representatives and any other expenses we incur in connection with this Section, including our attorneys' fees.

C. Remedies Not Exclusive. The remedies stated in this Section 12.4 are in addition to, and not in substitution of, any other remedies stated in this Section 12.4 or elsewhere in this Agreement. Nothing in this Section 12.4 limits any of our rights under Section 17 (Default and Termination), including the right to terminate this Agreement.

D. Non-compliance Fees. If you fail to comply with any of the Standards or any provision of this Agreement, in addition to any other remedies we may be entitled to, we reserve the right to charge you one or more non-compliance fees upon written notice to you. The non-compliance fees shall be specified in the Manuals or otherwise in writing, may be modified from time to time upon written notice to you, may be charged repeatedly (as frequently as daily) if the non-compliance is ongoing, and may vary based on the severity of the defaults, the number of the defaults, and whether the defaults have been repeated.

12.5 Continuing Maintenance. You acknowledge and agree that it is in your best interest, and in the best interests of the franchise network, that your Franchised Business be clean, up-to-date, well-maintained, and well-appointed. You must continuously maintain the interior and exterior of the Franchised Business (including the parking lot, walkways, and landscaping that is part of the Accepted Location), and all furniture, fixtures, equipment, décor, and signage in or at the Franchised Business, in the highest degree of cleanliness, orderliness, sanitation, and repair in accordance with all applicable Laws and Standards. You agree, at your expense and at intervals that we may periodically designate, as needed, or at our direction, to promptly take the following continuing maintenance actions throughout the Term: (i) thorough cleaning (which may include professional cleaning), (ii) repainting and making minor alterations to the décor of the interior and exterior of the Franchised Business; (iii) interior and exterior repair of the Franchised Business; and (iv) repair or replacement of damaged, worn-out, malfunctioning, non-functioning, or obsolete furniture, fixtures, equipment, décor, and signage. You may not make any material alteration to the interior or exterior of the Franchised Business without our prior written consent.

12.6 Refreshes and Remodels.

A. Refresh. Within six months after the fifth and the fifteenth anniversaries of the Opening Date, you must, at your sole expense and in accordance with our then-current Standards and directives, refresh, refurbish, and renovate the Franchised Business to meet our then-current operational and branding Standards (a "**Refresh**"). Generally, a Refresh will require you to add, update, and/or replace components of the Franchised Business (including merchandising elements, graphics, paint or wall coverings, menu boards, interior and exterior signage, kitchen equipment, drive-thru equipment, Computer System components, and other furniture, fixtures, equipment, and décor that we may specify in our sole discretion) to meet our then-current Standards without significantly altering your Franchised Business' layout or structure.

B. Remodel. Within six months after the tenth and (if you are entering into a Renewal Term) twentieth anniversaries of the Opening Date, you must, at your sole expense and in accordance with our then-current Standards and directives, remodel, refurbish, renovate, and modernize the Franchised Business to meet our then-current operational, branding, and architectural design Standards (a "**Remodel**"). Generally, a Remodel may include all of the modifications, upgrades, and replacements required in a Refresh, plus other more extensive alterations to your Franchised Business' layout, structure, or design, such as redesigning the interior and exterior appearance and interior layout of the Franchised Business or adding a drive-thru to a Franchised Business.

C. Process for Refreshes and Remodels. Before you begin a Refresh or a Remodel, we, our affiliate, or our designee will in-person or virtually inspect your Franchised Business and produce a site survey and/or design plan that will comply with our then-current Standards. We may require you to pay us, our affiliate, or our designee a reasonable fee for producing such site survey and/or design plan. All plans, designs, furniture, fixtures, equipment, and décor related to a Refresh or a Remodel must be approved by us in writing, must conform to our then-current Standards and applicable Laws, and, if we so require, must be purchased from Approved Suppliers we designate or approve in writing. For each Remodel, you must comply with Sections 6.1 (Leasehold Improvements), 6.2 (Architectural Plans), and 6.3 (Construction, Inspection, and Government Approvals) of this Agreement. You acknowledge that each Refresh or Remodel may require you to make a significant capital investment into your Franchised Business. You agree to incur, without limitation, any capital expenditures required in order to comply with this obligation and our requirements (even if those expenditures cannot be amortized over the remaining Term).

D. Requirements Are Not Exclusive. The requirements set forth in this Section are in addition to, and do not limit, your obligation to add, update, and/or replace components of the Franchised Business from time to time as specified in other Sections of this Agreement, including Section 8.3 (Changes to the Standards and the Manuals) and Section 12.5 (Continuing Maintenance).

12.7 Your Participation; Manager.

A. Participation and Managers. You must devote your best efforts to the proper and effective operation of the Franchised Business. Your Franchised Business must employ or be assigned the minimum number of dedicated Managers specified in Schedule A. Your Managers must have day-to-day management responsibility for your Franchised Business, exercise on-premises supervision, and personally participate in the direct operation of the Franchised Business. We may, in our sole discretion, permit your Primary Contact to serve as a Manager for the Franchised Business, provided that it is their full-time job, they otherwise qualify for the position, and they successfully complete the Management Training Program.

B. Director of Operations. If you and your affiliates operate four or more Franchised Businesses, in addition to the Managers for each Franchised Business that you operate, we may require you to appoint one or more Managers with the responsibility of supervising and supporting multiple Franchised Businesses (each, a **"Director of Operations"**).

C. Qualifications. Each Manager and Director of Operations must successfully complete the Management Training Program, satisfy any other minimum standards we may require for their position, and complete additional training and On-Site Training as we may specify.

D. Changes to Managers and Directors of Operations. You must inform us in writing of the identity of any Managers and Directors of Operations. You must notify us immediately of the death, disability, termination of employment, or replacement of any of your Managers (including any Director of Operations) and must designate a successor or acting Manager or Director of Operations within 30 days after the death, disability, or termination of the predecessor.

12.8 Computer System. You must promptly purchase, lease and/or license and install at the Franchised Business, at your sole expense, the computerized point-of-sale system, computer systems, mobile hardware, software, associated computer hardware, telephone lines, network connections, communications equipment, high speed internet access (e.g. DSL or cable), and other equipment that we require from time to time (the **"Computer System"**), all of which you must keep in good maintenance and repair. We may, in our sole discretion, provide you with project management assistance related to, and coordinate the onboarding and configuration of, your Computer System before your Franchised Business opens or, if you are acquiring an existing Franchised Business, when you assume control of such Franchised Business. You must pay us our then-current fee for such services. You must use the Computer System in accordance with our Standards. We have the right to retrieve all data from your Computer System that we deem appropriate, and we may require you to obtain polling services we specify. We or a designated Approved Supplier will be the provider for the polling services, and you must pay all polling fees or service fees charged by such provider for such polling services. If it becomes advisable at any time, in our sole discretion, for us to change, upgrade, or discontinue use of any of the components of the Computer System, you will comply with our directions, at your expense, within a reasonable time after notice to you. We will have no liability or obligation whatsoever with respect to our requirement that you modify or discontinue use of any of the components of the Computer System or any unauthorized modifications to the Computer System that you make. We

may require you to enter into agreements with, and pay a reasonable fee to, us, our affiliates, or Approved Suppliers for required modifications and enhancements to the Computer System or other maintenance and support programs.

12.9 Customer Card Programs. At your expense, you must fully participate in gift card programs, loyalty programs, credit card programs, customer tracking programs, incentive programs, reward programs, and other types of programs (**"Customer Card Programs"**) that we develop or designate to support and promote the System. You must comply with all our procedures and policies for Customer Card Programs in the Manuals. You will, at your sole expense, promptly install at the Franchised Business any acceptance system for Customer Card Programs and/or hardware and software necessary for Customer Card Programs to operate with the Computer System. You must also obtain any services and supplies we require in connection with Customer Card Programs and pay all fees charged by us, our affiliates, or our Approved Suppliers in connection with Customer Card Programs. Customer Card Programs may use aspects of the Computer System.

12.10 Hours of Operation. You must continuously operate the Franchised Business on the days and during the minimum hours we specify. You may establish days and hours of operation in excess of the required minimum days and hours. If you wish to operate the Franchised Business for less than the minimum days and hours we specify, you must obtain our prior written approval, which will not be unreasonably withheld. If the Franchised Business is located in a facility or location in which the hours of operation required by the landlord are different than our specifications, you may operate the Franchised Business in accordance with the landlord's requirements.

12.11 Purchasing and Distribution Cooperatives. You must (i) become a member of any purchasing and/or distribution cooperative(s)/association(s)/program(s) (collectively, **"Purchasing Programs"**), if any, that we designate and/or establish for the System by the deadlines that we specify (which shall be before your Opening Date if we have already established such a Purchasing Program), (ii) remain a member in good standing thereof throughout the Term, and (iii) pay all reasonable membership fees assessed by any Purchasing Program.

12.12 Prices. We reserve the right, to the fullest extent allowed by applicable law, to establish maximum, minimum, or other pricing requirements with respect to the prices you may charge for Approved Products, including required participation in system-wide discount programs and promotions. If we do not establish such pricing requirements, then you will have the right to determine the prices you charge.

13. INDEMNIFICATION; INSURANCE

13.1 Indemnification.

A. Indemnification Obligation. You must defend, indemnify, and hold harmless us and our affiliates, our and their permitted successors and assigns, and each of our and their respective direct and indirect owners, directors, officers, managers, employees, agents, attorneys, and representatives (collectively, the **"Indemnified Parties"**) from and against all Losses (defined below), which any of the Indemnified Parties may suffer, sustain, or incur as a result of a claim asserted or inquiry made formally or informally, or a legal action, investigation, or other proceeding brought, by a third party and directly or indirectly arising out of or relating to: (i) the operation of the Franchised Business; (ii) the business you conduct under this Agreement; (iii) your breach of this Agreement; (iv) your noncompliance or alleged noncompliance with any Law; or (v) any

allegation that we or another Indemnified Party is a joint employer or otherwise responsible for your acts or omissions relating to your employees. **"Losses"** include all obligations, liabilities, damages (actual, consequential, or otherwise), and reasonable defense costs that any Indemnified Party incurs. Defense costs include arbitrators', attorneys', and expert witness fees, costs of investigation and proof of facts, court costs, travel and living expenses, and other expenses of litigation, arbitration, or alternative dispute resolution, regardless of whether litigation, arbitration, or alternative dispute resolution is commenced.

B. Indemnification Procedure. We will promptly notify you of any claim that may give rise to a claim of indemnity hereunder, provided, however, that the failure to provide such notice shall not release you from your indemnification obligations under this Section 13.1, except to the extent you are actually and materially prejudiced by such failure. You shall have the right, upon written notice delivered to the Indemnified Party within 15 days thereafter assuming full responsibility for Losses resulting from such claim, to assume and control the defense of such claim, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements of such counsel. If (i) the Indemnified Party shall have been advised by counsel that there are one or more legal or equitable defenses available to it that are different from or in addition to those available to you and, in the reasonable opinion of the Indemnified Party, the counsel that you have selected could not adequately represent the interests of the Indemnified Party because such interests could be in conflict with your interests, (ii) you do not assume responsibility for such Losses in a timely manner, (iii) the claim involves any elements of the Intellectual Property, or (iv) you fail to defend a claim with counsel reasonably satisfactory to the Indemnified Party as contemplated above, then the Indemnified Party shall have the right to assume the defense of any claims and employ counsel of its own choosing and you shall pay the reasonable fees and disbursements of such Indemnified Party's counsel as incurred; provided that in any case, you shall not be obligated to pay the expenses of more than one separate counsel for all Indemnified Parties taken together. In connection with any claim, the Indemnified Party or you, whichever is not assuming the defense of such claim, shall have the right to participate in such claim and to retain its own counsel at such party's own expense.

C. Cooperation and Settlement. You or the Indemnified Party (as the case may be) shall keep you or the Indemnified Party (as the case may be) reasonably apprised of, and shall respond to any reasonable requests concerning, the status of the defense of any claim of which it is maintaining and shall cooperate in good faith with each other with respect to the defense of any such claim. You shall not, without the prior written consent of the Indemnified Parties, (a) settle or compromise any claim or consent to the entry of any judgment with respect to any claim which does not include a written release from liability of such claim for the Indemnified Parties, or (b) settle or compromise any claim in any manner that may adversely affect the Indemnified Parties other than as a result of money damages or other monetary payments which will be paid by you. No claim which is being defended in good faith by you in accordance with the terms of this Section 13.1 shall be settled by the Indemnified Parties without your prior written consent.

D. Willful Misconduct or Gross Negligence. You have no obligation to indemnify or hold harmless an Indemnified Party for, and we will reimburse you for, any Losses to the extent they are determined in a final, unappealable ruling issued by a court or arbitrator with competent jurisdiction to have been caused solely and directly by the Indemnified Party's gross negligence, willful misconduct, or willful wrongful omissions. However, nothing in this Section 13.1.D. limits your obligation to defend us and the other Indemnified Parties under Section 13.1.A. (Indemnification Obligation).

E. Survival and Recovery. Your obligations in this Section 13.1 will continue in full force and effect subsequent to and notwithstanding this Agreement's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against you under this Section 13.1. You agree that a failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that an Indemnified Party may recover from you under this Section 13.1.

13.2 Required Insurance. You must obtain and maintain during the Term, at your expense, a comprehensive business insurance program, including property, commercial general liability, automobile liability, business property, umbrella, workers' compensation, cyber liability and employment practices liability, and (if you serve alcohol) dram shop liability insurance. Your obligation to maintain this insurance will not be limited in any way by reason of any insurance that we may maintain, nor will it relieve you of your indemnity obligations stated in Section 13.1 (Indemnification). These policies are required to respond on a primary and non-contributory basis to any insurance carried by us or our affiliates and may not otherwise limit coverage for tort liabilities assumed in this Agreement. We may from time to time increase, decrease, add to, delete from, or modify the mandatory insurance coverages we require in accordance with reasonable and customary changes in the industry, as we determine. You currently must obtain and maintain the coverage specified in Schedule A. We reserve the right to obtain a master insurance policy on behalf of the System for certain types of coverage and require you to pay all or a portion of your proportionate share of coverage under the master policy to us or our Approved Supplier.

13.3 Carrier; Proof of Insurance. All insurance policies required under this Agreement: (i) must be issued by an insurance carrier authorized to conduct business in the state in which your Franchised Business is located and be rated "A-" (Excellent) / VIII ($100M to $250M policy holder surplus) or better by A.M. Best and Company, Inc., or its successor; (ii) must insure you and name us and our affiliates, our and their permitted successors and assigns, and each of our and their respective direct and indirect owners, directors, officers, managers, employees and agents as an additional insured for claims arising from your Franchised Business and your operations, and include a waiver of subrogation in favor of us; (iii) must stipulate that the insurer will deliver 30 days' written notice to us before any cancellation or modification, except 10 days for non-payment of premiums; (iv) unless otherwise noted, must be written on occurrence based policy forms; and (v) may not be subject to unreasonable deductibles or retentions without our prior written approval. You must deliver proof of your compliance with this Section to us so that we receive proof: (a) before you start construction of the Franchised Business; (b) annually on the expiration, renewal, or replacement of each policy; and (c) within 10 days after we make any demand therefor. If you fail to obtain and maintain the required insurance, in addition to any other rights and remedies we may have, we may, but are not obligated to, procure such insurance for you without notice, and you shall pay, upon demand, the premiums and our costs in taking such action.

14. RIGHT TO ACCESS; RECORDS; REPORTING

14.1 Inspections and Audits. We or any of our authorized agents may at any time during normal business hours (including pre-opening and post-closing) enter the Franchised Business or any other place where business related to the Franchised Business is conducted and: (i) conduct an operational audit to determine your material compliance, as we determine, with this Agreement; (ii) examine, analyze, and inspect the Franchised Business, the Proprietary Goods, the Approved Products, and any products produced and/or sold or distributed at, from, or through the Franchised Business (whether authorized or unauthorized); (iii) take reasonable samples of any the Proprietary Goods, the Approved Products, and any products produced and/or sold or distributed at, from, or through the Franchised Business (whether authorized or unauthorized),

without charge or liability; (iv) videotape, photograph, or otherwise record the operation of the Franchised Business; (v) interview your employees, customers, landlords, and suppliers; and (vi) audit, review and examine by any means, including electronically through the use of telecommunications devices or otherwise, at our expense, your books, records, accounts, and tax returns related to the Franchised Business. We may require you to send us copies of your books, records, and files related to the Franchised Business, which you must provide to us or our representatives within a reasonable time (not to exceed 10 days) of our request. We also may require you to participate in customer satisfaction surveys or other audit programs, including electronically through the use of telecommunications devices or otherwise, to assess your compliance with our customer service standards. You will provide us with full cooperation in the course of any inspection or audit we conduct under this Section. Any inspections will be made at our expense, unless the inspection is necessitated by your repeated or continuing failure to comply with any provision of this Agreement, in which case we may charge you the costs of making such inspection, including the wages and cost of travel and living expenses for our representatives.

14.2 Discrepancies. If any such inspection, audit, review, or examination reveals that Net Sales have been understated in any report to us, you must immediately pay to us the Royalty Fees and Advertising Contributions due with respect to the amount understated on demand, in addition to interest provided for under this Agreement. If any understatement exceeds 2% of Net Sales as stated in the report, you must, in addition, on demand, reimburse us for all reasonable expenses connected with the audit, review, or examination (including reasonable accounting and attorneys' fees). These remedies are in addition to any other rights and remedies we have.

14.3 Systems and Reports. You must: (i) comply with all our Standards on accounting systems, procedures, and formats, if any; (ii) timely submit to us complete and accurate financial, operational, and other reports we require (including weekly reports detailing the Gross Sales and Net Sales during the preceding week and monthly profit and loss statements for the prior month's operations); and (iii) use all forms we specify. You must submit any report by mail, telephone, electronic means, or any other means we may designate. For purposes of reporting to us only and not for purposes of calculating Royalty Fees and Advertising Contributions due, "Gross Sales" means Net Sales, plus the amount of any discounts from redemptions of coupons, and other reductions made to calculate Net Sales.

14.4 Financial Statements. On or before February 1st of each year (or such other date specified by us in the Manuals or otherwise in writing, which may be by email or other electronic communications), you must furnish to us a statement of the profit and loss of the Franchised Business for the last fiscal year and a balance sheet as of the end of the last fiscal year, prepared in accordance with our requirements and certified by you to be true and correct. We have the right to demand audited financial statements if a financial-related default has occurred under this Agreement within the last calendar year.

14.5 Tax Returns. No later than 90 days following our request, you must furnish to us exact copies of all tax returns, including federal, state, and any local income tax returns relating to the Franchised Business or you or your Entity.

14.6 Financial Records. You must accurately and completely record all revenues the Franchised Business receives or is entitled to receive. You must keep and maintain accurate and complete books, records, tax returns, and all business, personnel, financial, and operating records related to the Franchised Business, including related supporting material, such as bank statements, POS tapes/records, cash receipts and credit and charge records, for at least 3 years.

These financial records may not be commingled with records for other businesses. If you have commingled your franchised records for various businesses, we have the right to review and audit the records for all commingled businesses.

14.7 Initial Investment Statements. You must submit to us, using the forms that we provide to you, complete and accurate statements of (i) the costs that you incurred developing the Franchised Business prior to the Opening Date, which shall be due to us within 30 calendar days after the Opening Date and (ii) the costs you incur during the first 90 days of operating your Franchised Business, which shall be due to us within 120 calendar days after the Opening Date.

14.8 Additional Information. You shall respond promptly to requests from us for clarification and/or additional information regarding any matter entrusted to you under this Agreement. You will inform us from time to time on our request of: (i) all prices you charge for Products you sell; and (ii) the prices your competitors charge in the area. We may use data and information derived from polling your Computer System or your financial reports and statements in any manner that we deem appropriate, including using the data in our Franchise Disclosure Document (the **"FDD"**), in performing market analyses, and in our promotional materials, provided that any information that we include in our FDD and promotional materials will not individually identify you or your Franchised Business.

14.9 Communications with Third Parties. You hereby grant us the right to release to your landlord, lender(s), or prospective landlord(s) and lender(s), any financial and operational information relating to you and/or the Franchised Business; however, we have no obligation to do so. Additionally, you grant permission to us to request information from your landlord and lender(s) and for such landlord and lender(s) to respond to any and all questions from us.

15. CONFIDENTIAL INFORMATION; RESTRICTIVE COVENANTS

15.1 Definitions. As used in this Agreement:

A. **"Confidential Information"** means any non-public information related to the System or information that, by its nature, would reasonably be expected to be held in confidence or kept secret. Without limiting the definition of "Confidential Information," all the following will be conclusively presumed to be Confidential Information whether or not we designate them as such: (i) the Standards and Manuals; (ii) pricing information and models; (iii) materials describing our franchise network and System; (iv) plans, layouts, designs and specifications for a prototypical Business; (v) our methods of preparing and serving Approved Products, including Recipes; (vi) our sources (or prospective sources) of supply and all information related to or concerning the same, including the identity and pricing structures with our Approved Suppliers; (vii) our training materials; (viii) our marketing plans and development strategies; (ix) this Agreement and any related schedules, exhibits, attachments, or addenda and all terms contained therein; (x) Customer Information (as defined in Section 15.3 (Customer Information)), whether collected by you, us or our affiliates, or a third party; and (xi) other information we give to you, except where such information is a Trade Secret (defined below).

B. **"Trade Secret"** means information that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. Without limiting the definition of **"Trade Secrets,"** all the following will be conclusively presumed to be Trade Secrets whether or not we designate them as such: (i) the composition of our

Proprietary Goods; (ii) our Recipes; (iii) advertising, marketing, and public relations strategies; and (iv) our marketing analyses.

C. The terms "Confidential Information" and "Trade Secret" do not include: (i) information generally known to the public at the time we disclose it to you; (ii) information that becomes known to the public after we disclose it to you, unless it becomes known due to your breach of this Agreement or someone else's breach of a duty to maintain confidentiality; or (iii) information you can prove was within your legitimate and unrestricted possession at the time we disclosed it to you.

15.2 Protection of Confidential Information and Trade Secrets. You agree that the Confidential Information and Trade Secrets are not, by definition, generally known in the trade, that they are beyond your present skill and experience, and that for you to develop the Confidential Information and Trade Secrets on your own would be expensive, time-consuming, and difficult. You agree that the Confidential Information and Trade Secrets provide you with a competitive advantage, that they will be economically valuable to you in the development of your Franchised Business, and that gaining access to Confidential Information and Trade Secrets is therefore a primary reason why you are entering into this Agreement. You specifically agree that these restrictions are applicable even before you open the Franchised Business since you will receive valuable information and training about the System and the operation of the Franchised Business before you begin operations of your Franchised Business. You agree that you are liable under this provision even if you do not open the Franchised Business as this Agreement requires. Accordingly, in consideration of our disclosure of the Confidential Information and Trade Secrets, you agree that:

A. You and your Owners will not, during the Term:

(i) appropriate or use any Confidential Information or any Trade Secret for any purpose other than in accordance with this Agreement;

(ii) disclose or reveal any portion of the Confidential Information or any Trade Secret to any person, other than to your directors, officers, Owners, management employees, or others who: (a) have a legitimate business need to know of it to operate your Franchised Business, (b) are aware of the confidentiality restrictions in this Agreement, and (c) are similarly bound not to disclose the Confidential Information by an agreement at least as restrictive as the terms of this Agreement; or

(iii) divulge or use any Confidential Information or any Trade Secret for the benefit of any other person or Entity except as we expressly authorize.

B. You and your Owners will not at any time after the termination or expiration of this Agreement: (i) use any Confidential Information for any purpose; or (ii) divulge or use any Confidential Information for the benefit of any other person or Entity.

C. You and your Owners will not at any time after the termination or expiration of this Agreement: (i) use any Trade Secret for any purpose; or (ii) divulge or use any Trade Secret for the benefit of any other person or Entity.

D. You and your Owners will not copy, duplicate, record, digitally reproduce, or otherwise reproduce any of the Confidential Information or Trade Secrets, in whole or in part, or

otherwise make Confidential Information or Trade Secrets available to any third party, except as we authorize in this Agreement.

E. You will make all reasonable efforts and take all appropriate precautions to prevent unauthorized copying or disclosure of any Confidential Information or Trade Secrets which precautions will include, but not be limited to, restricting access to Confidential Information and Trade Secrets on a "need to know" basis and complying with our Standards and other directions from us.

15.3 Customer Information.

A. Protection of Customer Information. You must comply with our Standards, other directions from us, and all applicable Laws regarding the organizational, physical, administrative and technical measures and security procedures to safeguard the confidentiality, integrity, and security of Customer Information on your Computer System or otherwise in your possession or control and, in any event, employ reasonable means to safeguard the confidentiality, integrity, and security of Customer Information. "**Customer Information**" means names, contact information, financial information, purchasing history, market research data, and other personal information of or relating to the customers and prospective customers of the Franchised Business.

B. Access to Customer Information. All Customer Information that you or your third-party vendors collect from customers and potential customers in connection with your Franchised Business must be furnished to us at any time that we request it. In addition, we and our affiliates, through the Computer System or otherwise, have the right to independently access the Customer Information.

C. Use of Customer Information. You must only use Customer Information to market Approved Products to customers in accordance with the policies that we may establish periodically and applicable Laws. You may not sell, transfer, or use Customer Information for any purpose other than marketing Approved Products and the Franchised Business. We and our affiliates may use Customer Information in any manner or for any purpose. You must secure from your customers, prospective customers, vendors, and others all consents and authorizations, and provide them all disclosures, that applicable Law requires to transmit Customer Information to us and our affiliates, and for us and our affiliates to use that Customer Information, in the manner that this Agreement contemplates.

15.4 Restrictive Covenants. You agree that you will require all Owners to sign the Personal Covenants in Schedule B. You agree that you will comply with the following restrictions:

A. During the Term. During the Term, without our prior written consent, neither you nor any of your Owners, nor any person or Entity controlling, controlled by, or under common control with you or them, will individually or jointly with others, directly or indirectly, by, through, on behalf of, or in conjunction with, any person or Entity:

(i) own, manage, engage in, be employed by, advise, make loans to, participate in, consult for, or have any other interest in (a) any business that derives more than 20% of its annual revenue from the retail or wholesale production or sale of the competing products specified in Schedule A (the "**Competing Products**"), (b) any business that is the same as, or similar to, the Business concept as the concept evolves over time, or (c) any Entity that grants franchises or licenses for any of these types of businesses (each, a "**Competitive**

Business") other than the Franchised Business or another business you or they operate under an agreement with us;

(ii) divert or attempt to divert any business or potential business from the Franchised Business;

(iii) use any vendor relationship established through your association with us for any purpose other than to purchase products or equipment for use or retail sale in the Franchised Business; or

(iv) perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System.

B. Post-Term. Beginning at the expiration or termination of this Agreement and for 12 months thereafter or 12 months after a court of competent jurisdiction enters an order enforcing this Section 15.4 of this Agreement, whichever occurs last, (i) at the Accepted Location, (ii) within 3 miles of the Accepted Location, and (iii) within 3 miles of any Business, neither you nor any of your Owners, nor any person or Entity controlling, controlled by, or under common control with you or them, will individually or jointly with others, directly or indirectly, by, through, on behalf of, or in conjunction with, any person or Entity: (a) own, manage, engage in, be employed by, advise, make loans to, participate in, consult for, or have any other interest in a Competitive Business or (b) divert or attempt to divert any business from any Business.

C. Publicly Traded Corporations. Nothing in this Section 15.4 will prevent you from owning for investment purposes up to an aggregate of 5% of the capital stock of any Competitive Business, so long as the Competitive Business is a publicly held corporation whose stock is listed and traded on a national or regional stock exchange or through the National Association of Securities Dealers Automated Quotation System (NASDAQ), and so long as you do not control the company in question.

D. Acknowledgements. You acknowledge and agree that: (a) you and the other individuals and Entities required to comply with this Section 15.4 have received or will receive an advantage through the training provided under this Agreement, the knowledge of the day-to-day operations of a Business, and access to the Standards, Manuals, System, Confidential Information, and Trade Secrets, and (b) the covenants and restrictions in this Section 15.4 (i) are reasonable, appropriate and necessary to protect the System, Confidential Information, Trade Secrets, other franchisees operating under the System, the goodwill of the System, relationships with our prospective and existing customers, and our legitimate interests; and (ii) do not cause undue hardship on you or any of the other individuals and Entities required by this Section 15.4 to comply with the covenants and restrictions.

15.5 Remedies. This Section 15 is a primary inducement to us to enter into this Agreement, and on any breach of this Section 15 you agree that we would be irreparably injured and without adequate remedy at law. Therefore, on a breach or a threatened or attempted breach of this Section 15, you agree that we are entitled, in addition to any other remedies we may have under this Agreement or at law or in equity (including the right to terminate this Agreement), to a preliminary and permanent injunction and a decree for specific performance of the terms of this Section 15 without the necessity of showing actual or threatened damage and without being required to furnish a bond or other security. You agree that it is conclusively presumed that any violation of Section 15.4 (Restrictive Covenants) was accompanied by the misappropriation and

inevitable disclosure of our Confidential Information, Trade Secrets, and other methods and procedures.

15.6 Modification. If any term in this Section 15 must be interpreted by a court or an arbitrator of competent jurisdiction, you expressly agree that: (i) the terms of this Section 15 are made freely and voluntarily by you and us, as two independent businesses, together with your Owners to whom we delivered due consideration, in an arms-length commercial transaction between experienced business operators; (ii) in no event should the terms be construed in the same manner or under the same body of law as analogous terms in a contract of employment; (iii) if a court or arbitrator finds that any term in this Section 15 is invalid or unenforceable for any reason, that term will automatically be modified to the minimum extent necessary to make it valid and enforceable, and the modification will be deemed to have been a part of this Agreement as of the Effective Date; (iv) the court or arbitrator should strictly construe these terms in favor of enforcement; and (v) if any term could be construed two ways, one of which would render the term valid and the other of which would render the term invalid, the court or arbitrator will construe the term in the manner that renders it valid. Any dispute between you and us arising out of or related to Section 15.4 (Restrictive Covenants), regardless of the forum in which the dispute is litigated, arbitrated, or otherwise addressed for purposes of resolving the dispute, will be governed by and construed and enforced in accordance with the laws of the state in which your Accepted Location is located, which laws will prevail in the event of any conflict of law.

15.7 Unfair Competition. Your breach of any subsection of this Section 15 will constitute unfair competition. You agree that Section 15.2 (Protection of Confidential Information and Trade Secrets) is a reasonable effort under the circumstances to maintain the confidentiality of our Confidential Information and the secrecy of our Trade Secrets.

16. TRANSFER

16.1 Definition of Transfer. For purposes of this Agreement, **"Transfer"** as a verb means to sell, assign, give away, transfer, pledge, mortgage, or encumber, either voluntarily or by operation of law (such as through divorce or bankruptcy proceedings), any interest in this Agreement, the Franchised Business, substantially all the assets of the Franchised Business, or in the ownership of the franchisee (if you are an Entity). **"Transfer"** as a noun means any such sale, assignment, gift, transfer, pledge, mortgage, or encumbrance. A "**Control Transfer**" means any Transfer of (i) this Agreement or any interest in this Agreement; (ii) the Franchised Business or all or substantially all of the Franchised Business's assets; or (iii) any Controlling Ownership Interest (defined below) in you (if you are an Entity), whether directly or indirectly through a transfer of legal or beneficial ownership interests in any Owner that is an Entity, and whether in one transaction or a series of related transactions, regardless of the time period over which these transactions take place. References to a "**Controlling Ownership Interest**" in you mean either (i) 20% or more of your direct or indirect legal or beneficial ownership interests in your Entity or (ii) an interest the acquisition of which grants the power (whether directly or indirectly) to direct or cause the direction of management and polices of you or the Franchised Business to any individual or Entity, or group of individuals or Entities, that did not have that power before that acquisition.

16.2 No Transfer Without Our Consent. This Agreement and the license are personal to you, and we have granted the license in reliance on your (and, if you are an Entity, your Owners') business skill, financial capacity, and personal character. Accordingly, neither you nor any of the Owners or any successors to any part of your interest in this Agreement or the license may make any Transfer or permit any Transfer to occur without obtaining our prior written consent. Any

purported Transfer, without our prior written consent, will be null and void and will constitute a default under this Agreement, for which we may terminate this Agreement without opportunity to cure.

A. Requesting Consent. If you or any of your Owners desire to make a Transfer, you must promptly provide us with written notice. You agree to provide any information and documentation relating to the proposed Transfer that we reasonably require. We have the right to communicate with both you, your counsel, and the proposed transferee on any aspect of a proposed Transfer. No Control Transfer may be completed until at least 60 days after we receive all requested information to evaluate the proposed Control Transfer. No other Transfer may be completed until at least 30 days after we receive all requested information to evaluate such proposed Transfer.

B. Granting Consent. We have sole and absolute discretion to withhold our consent, except as otherwise provided in Sections 16.4 through 16.7. Without limiting the foregoing, we will not consent to a Transfer, and we are under no obligation to do so, if (i) your Franchised Business is not open and operating; or (ii) the Transfer would cause a transferee or its owners to breach another agreement (whether or not with us). Our consent to a Transfer does not constitute a waiver of any claims that we have against the transferor, nor is it a waiver of our right to demand exact compliance with the terms of this Agreement.

16.3 Control Transfer. For a proposed Control Transfer, in addition to any other conditions that we may specify and without limiting in any way our sole and absolute discretion to grant or withhold consent for a proposed Control Transfer, at a minimum, the following conditions must be satisfied (unless waived by us):

A. You notify us in writing at least 90 days prior to any proposed Control Transfer and provide all requested information at least 60 days prior to any proposed Control Transfer.

B. All sums you owe us and our affiliates are paid.

C. You are not (i) at the time of the Transfer request or the Transfer closing, in default in any material respect under this Agreement or any other agreement with us, or any of our affiliates, or any of our Approved Suppliers and (ii) you have not been during the Term, in default in any material respect under this Agreement or any other agreement with us, any of our affiliates, or any of our Approved Suppliers without curing such default within the applicable cure period.

D. The transferee and its proposed directors, officers, shareholders, partners, and members, as applicable, and its Manager and any other personnel we designate, who will be responsible for operating and managing the Business, satisfactorily complete before the date of Transfer our Management Training Program.

E. The transferee and its directors, officers, shareholders, partners, members, and managers, as applicable, meet our requirements for approval as new franchisees, including our requirements for proficiency in the English language. If the transferee, its affiliates, or any of its directors, officers, shareholders, partners, members, or managers owns an interest in another Business or another franchise licensed by one of our affiliates, those individuals or Entities must (i) at the time of the Transfer request or the Transfer closing, not be in default in any material respect under any agreement with us, any of our affiliates, or any suppliers, (ii) during the previous two years, not have been in default in any material respect under any agreement with us, our

affiliates, or any suppliers without curing such default within the applicable cure period, and (iii) in our sole judgment, have been approved to develop and operate additional franchises.

F. Notwithstanding when the Franchised Business was last remodeled, the transferee agrees in writing that it will, at its expense, upgrade, and remodel the Franchised Business to conform to our then-current Standards for quality and appearance and trade dress within the time we reasonably specify; provided, however, if the Franchised Business conforms to our then-current Standards for appearance, the transferee will only address all items identified in the last quality assurance inspection, within the time we reasonably state.

G. The transferee signs our then-current form of franchise agreement and all other then-current related agreements as we require of new franchisees generally provided, however, the transferee will not be required to pay the initial franchise fee stated in the new franchise agreement and the term of the new franchise agreement will expire on the expiration date of the Term of this Agreement. The terms of our then-current franchise agreement, including the fees, may be materially different than the terms of this Agreement.

H. The transferee (and, if the transferee is not an individual, such owners of a legal or beneficial interest in the transferee as we may request) must (i) enter into a written assignment, in a form satisfactory to us, assuming and agreeing to discharge and guarantee all of your obligations under this Agreement and (ii) must execute our then-current form of personal guarantee.

I. You, all Owners and guarantors, the transferee, and all individual owners of the transferee, deliver to us a written and duly signed general release, in a form that we will prepare at our sole expense, of all claims against the Released Parties, which indemnifies the Released Parties against any statements, representations, or warranties that you may have made or given to the proposed transferee.

J. We receive a fully-signed copy of all Transfer documents.

K. You pay us a transfer fee equal to 50% of the amount of the then-current initial franchise fee.

L. You and your Owners must agree to remain liable for all of the obligations to us in connection with the Franchised Business arising before the effective date of the Transfer and execute any and all instruments that we reasonably request to evidence such liability.

M. You must provide us with written notice from your landlord indicating that your landlord has agreed to transfer the Site Agreement to your transferee. If, as a condition of the Transfer, the lease is renewed or extended for one year or more, the then-current lease renewal fee (if any) will be assessed against the transferee.

N. We must determine, in our sole discretion, that the purchase price and payment terms will not adversely affect the operation of the Franchised Business, and if you or your Owners finance any part of the purchase price, you and they must agree that all obligations under promissory notes, agreements, or security interests reserved in the Franchised Business are subordinate to the transferee's obligation to pay all amounts due to us and our affiliates and otherwise to comply with this Agreement.

16.4 Non-Control Transfers. For any Transfer that does not result in a Control Transfer, you must give us advance notice and submit a copy of all proposed contracts and other information concerning the Transfer and transferee that we may request. We will have a reasonable time (not less than 30 days) after we have received all requested information to evaluate the proposed Transfer. You and/or your transferee must satisfy, in addition to others that we may specify, the conditions in Sections 16.3.B. (pay all sums owed), 16.3.C. (not in default), 16.3.E. (transferee meets qualifications), 16.3.H. (sign assignment and guaranty), 16.3.I. (sign general release), and 16.3.L. (remain liable for pre-Transfer obligations). You must pay us a transfer fee equal to 10% of the then-current initial franchise fee. You and your Owners must sign the form of agreement and related documents that we then specify to reflect your new ownership structure. We may withhold our consent on any reasonable grounds or give our consent subject to reasonable conditions.

16.5 Related Party Transfers. Notwithstanding anything to the contrary in Section 16.3 (Control Transfer) or 16.4 (Non-Control Transfers), you may Transfer cumulatively (i) up to a 49% (100% on your death or disability) interest in this Agreement, the Franchised Business, or your Entity to your spouse, your parent, or your child or (ii) up to a 100% interest in this Agreement, the Franchised Business, or your Entity to any of the original guarantors to this Agreement, provided you (a) give us prior written notice of the Transfer; (b) you and/or your transferee comply with the conditions in Section 16.3.C. (not in default), 16.3.E. (transferee meets qualifications), 16.3.H. (sign assignment and guaranty), 16.3.I. (sign general release), and 16.3.L. (remain liable for pre-Transfer obligations); (c) you pay us a transfer fee equal to 10% of the then-current initial franchise fee; and (d) if the Transfer is of a Controlling Ownership Interest, the transferee and any other personnel we designate satisfactorily complete before the date of Transfer our Management Training Program.

16.6 Transfer Upon Death or Incapacity. If you or any Owner dies, becomes incapacitated, or enters bankruptcy proceedings, that person's executor, administrator, personal representative, or trustee must apply to us in writing within three months after the event (death, declaration of incapacity, or filing of a bankruptcy petition) for consent to Transfer the person's interest. The Transfer will be subject to the provisions of this Section 16, as applicable, except there shall be no transfer fee due. For purposes of this Section, "incapacity" means any physical or mental infirmity that will prevent the person from performing his or her obligations under this Agreement (i) for a period of 30 or more consecutive days or (ii) for 60 or more total days during a calendar year. In the case of Transfer by bequest or by intestate succession, if the heirs or beneficiaries are unable to meet the conditions of Section 16.3.E. (transferee meets qualifications), the executor may Transfer the decedent's interest to another successor that we have approved, subject to all of the terms and conditions for Transfers contained in this Agreement. If an interest is not disposed of under this Section 16.6 within 180 days after the date of death or appointment of a personal representative or trustee, we may terminate this Agreement.

16.7 Security Interests. You may not grant any security interest in the Franchised Business, the assets used in the operation of the Franchised Business, or any direct or indirect legal and/or beneficial interest in you without our prior written consent, which will not be unreasonably withheld. Our consent may be conditioned, in our sole discretion, on the written agreement by the secured party that, in the event of a default by you under any agreement related to the security interest, we will have the right and option (but not the obligation) to purchase the rights of the secured party upon payment of all sums then due to the secured party. Any foreclosures or other exercise of the rights granted under that security interest are subject to all applicable terms and conditions of this Section 16. Notwithstanding the foregoing, however, you may grant, without obtaining our prior written approval, a security interest in the assets of the Franchised

Business (not including this Agreement) to a lender for the sole purpose of financing your acquisition, development, and/or operation of the Franchised Business.

16.8 Right of First Refusal.

A. Option Period. If you receive and want to accept a *bona fide* written offer from a third party to purchase the Franchised Business or substantially all the interests in you (collectively, the **"Interest"**), you must give us: (i) prompt written notice of the offer, stating the name and address of the prospective purchaser and the price and terms of the offer; and (ii) copies of all written documents and other information reasonably related to the offer provided by or to the prospective purchaser. For 30 days after we receive the information required by this Section (the **"Option Period"**), we will have the option to purchase the Interest on the same terms as the third party offers; provided, however, if any portion of the consideration the third-party offers is other than cash, we will have the option of substituting the equivalent cash value.

B. Appraisal Process. If we cannot agree within a reasonable time on the equivalent cash value, the equivalent cash value will be determined by three independent appraisers using the following appraisal process (the **"Appraisal Process"**): (i) you will designate one appraiser and we will designate one appraiser, and the two appraisers that you and we designate will select a third appraiser, (ii) the majority determination of the three appraisers will be binding, (iii) each party will pay the appraiser's fee for the appraiser designated by that party, and (iv) you and we will each pay 50% of the third appraiser's fee.

C. Procedure. In order for us to have enough information to decide whether to exercise our option, you must promptly deliver to us, at our request, any information about the Franchised Business that we request not otherwise called for by this Agreement. If you comply with this Section 16.8 and we do not exercise our right of first refusal within the Option Period, you may, within 30 days after the expiration of the Option Period, sell, assign, and transfer the Interest to the third party specified in your notice in accordance with the terms and conditions of this Section 16. Any material change in the terms of the offer before closing of the sale to the third party will constitute a new offer, subject to the same rights of first refusal by us as in the case of an initial offer. Our failure to exercise our option under this Section 16.8 will not be waiver of any other provision of this Agreement.

16.9 Restrictions on Advertising Sale of Franchised Business. You may not, without our prior written consent: (i) place in, on, or upon the Accepted Location any advertisement for the transfer, sale, or other disposition of the Franchised Business or any ownership interest in you, (ii) use any Marks in advertising (in any form of media) the transfer, sale, or other disposition of the Franchised Business or any ownership interest in you, or (iii) list the Franchised Business or any ownership interest in you with any business broker, real estate broker, agent, or attorney.

16.10 Our Right to Transfer. We may Transfer all of our rights and obligations under this Agreement, provided that: (i) we, in our sole discretion, determine that the transferee under the Transfer is able to perform our obligations under this Agreement; and (ii) the transferee agrees, in writing, to perform our obligations under this Agreement. We are not required to obtain your consent for our Transfer. Following the effective date of the Transfer, you will look solely to the transferee, and not to us, for the performance of all obligations in this Agreement.

17. DEFAULT AND TERMINATION

17.1 Your Termination and Notice of Our Breach. You will have no right to terminate this Agreement. If we breach this Agreement, your sole remedy will be an arbitration proceeding under this Agreement.

17.2 Our Termination: No Opportunity to Cure. We have the right to terminate this Agreement without affording you any opportunity to cure the default, effective on our sending of notice of termination to you (or the earliest date permitted by applicable law) if:

A. You or your Owners violate the Personal Covenants or other restrictive covenants, including the restrictions related to the use of Confidential Information or Trade Secrets, in Section 15 (Confidential Information; Restrictive Covenants).

B. You copy or permit others to copy any portion of the Manuals, except for forms and similar items included in them for the express purpose of copying, or fail to take all necessary precautions to ensure that the Manuals are kept free from theft, unauthorized copying, unauthorized access, fire, or other acts that may jeopardize the confidentiality of its contents.

C. You or any of your Owners, officers, or directors: (i) are convicted of or plead no contest to a felony or a crime involving fraud or moral turpitude or any other crime that we deem likely to have an adverse effect on the good name, business, goodwill, image or reputation of the Franchised Business, the System, or the Marks, whether on a local, regional, or national scale (including any such convictions or pleas that occurred prior to the Effective Date that we learn of after the Effective Date); (ii) engage in fraudulent, deceptive, unethical, criminal, or other conduct that, in our determination, is likely to have an adverse effect on the good name, business, goodwill, image, or reputation of the Franchised Business, the System, or the Marks, whether on a local, regional, or national scale; (iii) make, or have made, any material misrepresentation to us related to the Franchised Business or this Agreement; or (iv) knowingly maintain false books or records or submit any false reports to us related to the Franchised Business.

D. You abandon the Franchised Business or otherwise voluntarily suspend operation of the Franchised Business without our prior written consent for five or more consecutive business days on which you were required to operate.

E. Your interest (or your affiliate's interest) in the lease or sublease for the Accepted Location is terminated or expires or you (or your affiliate) otherwise lose possession of the Accepted Location.

F. We send you two or more written notices of default under this Agreement for the same or a similar cause or reason in any consecutive 12-month period, whether or not cured.

G. You: (i) become insolvent by reason of an inability to pay debts as they come due; (ii) are adjudicated bankrupt; (iii) file a petition for bankruptcy protection; (iv) are the debtor in an involuntary bankruptcy petition that is not dismissed within 60 days; (v) are the debtor in an assignment for the benefit of creditors that is not dismissed within 60 days; (vi) are the subject of a voluntary or involuntary petition for reorganization or similar proceeding that is not dismissed within 60 days; (vii) are the subject of a petition for appointment of a receiver, permanent or temporary, that is not dismissed within 60 days; (viii) are the judgment debtor in any final judgment of $10,000 or more and the judgment remains unsatisfied of record for more than 60 days, unless you have obtained an appeal bond covering the amount of your liability; (ix) have your bank

accounts, property, or receivables attached and the attachment proceedings are not dismissed within 60 days; (x) have an execution levied against your Franchised Business or property and the execution is not dismissed within 60 days; or (xi) are the subject of any suit to foreclose any lien or mortgage related to the Franchised Business or the property thereof, and the suit is not dismissed within 60 days.

H. Your or any of your Owners' assets, property, or interests are blocked under any Law relating to terrorist activities, or you or any of your Owners otherwise violate any such Law.

I. You fail to open the Franchised Business by the later of (i) the Opening Deadline or (ii) the last extension of time granted to you pursuant to Section 6.5.D (Failure to Meet Deadlines), if any.

J. You, your affiliates, and/or any Entities owned by or affiliated with any of your Owners default under any other agreement between us and/or our affiliates, whether or not related to the Franchised Business, and fail to cure such default within any applicable cure periods (if any) under such agreement, provided that such default or failure to cure such default would permit us or our affiliate to terminate such agreement.

K. You operate your Franchised Business in any manner that we determine in our reasonable discretion poses a threat or danger to public health or safety, including, without limitation, if a public official requires you to close your Franchised Business as a result of your violation of any Laws relating to public health or safety.

L. You misuse or make any unauthorized use of the Marks.

17.3 Our Termination: Opportunity to Cure Within Cure Period. We have the right to terminate this Agreement for any of the defaults in this Section 17.3 after we send you a notice of default, if you fail to cure the default to our reasonable satisfaction within the time specified below (or the earliest date permitted by applicable law), without further notice or opportunity to cure if:

A. 24 hours after we send you a notice of default, you fail to cure a default for failing to grant us immediate access to your Franchised Business or any other place where business related to the Franchised Business is conducted to perform any of the inspections, audits, or copying described in this Agreement; or if in the course of an inspection, audit, or copying you fail to make the materials we request available to us or provide us with full cooperation in the course of the inspections, audits, or copying.

B. 24 hours after we send you a notice of default, you fail to cure a default related to any dilution or adulteration of Approved Products or any misrepresentation, substitution, or palming off of unapproved products from the Franchised Business.

C. 24 hours after we send you a notice of default, you fail to cure a default related to complying fully with all Laws, unless there is a bona fide dispute as to the violation or legality of a Law and you promptly resort to a court or other appropriate forum having jurisdiction to contest the violation or illegality.

D. 5 calendar days after we send you a notice of default, you fail to cure a default related to (i) selling, bartering, or exchanging, or attempting to sell, barter, or exchange, any Proprietary Goods or Approved Products at wholesale or retail, except as contemplated by this

Agreement, (ii) failing to purchase all Goods from us, our affiliates, or our designated Approved Suppliers, or (iii) using any unapproved Goods in the Franchised Business.

E. 10 calendar days after we send you a notice of default, you fail to cure a default for failing to pay promptly when due all debts you owe us or our affiliates, all undisputed debts you owe our Approved Suppliers, and all taxes and other obligations you owe for the Franchised Business, including all federal, state, and local taxes, and all accounts payable of any nature.

F. 10 calendar days after we send you a notice of default, you fail to cure a default relating to obtaining the signing of the Personal Covenants required in Section 15.4 (Restrictive Covenants).

G. 10 calendar days after we send you a notice of default, you fail to cure a default under any mortgage, deed of trust, lease, or sublease of the Accepted Location.

H. 10 calendar days after we send you a notice of default, you fail to cure a default relating to Section 13.2 (Required Insurance) and/or Section 13.3 (Carrier; Proof of Insurance).

I. 10 calendar days after we send you a notice of default, you fail to cure a default relating to Section 14.3 (Systems and Reports).

J. 30 calendar days after we send you a notice of default, you fail to cure a default for failing to meet the Site Approval Deadline or the Construction Start Deadline.

K. 30 calendar days after we send you a notice of default, you fail to cure a default relating to maintaining accurate books of account and business and accounting records as required by this Agreement.

L. 30 calendar days after we send you a notice of default, you fail to cure any breach of any of your other obligations to us under this Agreement (including for a quality assurance inspection failure).

17.4 Suspension of Rights After Your Default. If you are in default of any obligation under this Agreement or our Standards, then we may, in addition to our other remedies, temporarily suspend, until you fully cure the default, your (i) access and use of the System, our websites (including your access or use of website pages), our applications, or our online ordering platforms and (ii) ability to purchase Goods, including Proprietary Goods and Approved Products. No such suspension shall constitute a waiver or election of remedies, and we reserve our right to terminate this Agreement in accordance with its provisions. All Royalty Fees, Advertising Contribution, and all other fees due under this Agreement will continue to accrue during the suspension period. We may also notify your lenders and landlord if you are in default of any obligations under this Agreement. Our consent, approval, or acceptance of any item may be withheld if you are in default under this Agreement or may be conditioned on the cure of all your defaults.

17.5 Other Remedies After Your Default. If you commit a default that cannot be cured as specified in Section 17.2 (Our Termination: No Opportunity to Cure) or if you fail to cure a default within the cure period specified in Section 17.3 (Our Termination: Opportunity to Cure Within Cure Period), if we do not exercise our right to terminate the Agreement, we may, at our sole election and upon delivery of written notice to you, take any or all of the following actions:

A. Suspend your access and use of the System or our websites (including your access or use of website pages), our applications, or our online ordering platforms;

B. Suspend your or the Franchised Business's participation in any programs or benefits we offer, including any programs or benefits that are funded by Advertising Contributions;

C. Suspend any other services that we or our affiliates provide to you under this Agreement or any other agreement;

D. Suspend or terminate any temporary or permanent fee reductions to which we might have agreed (whether as a policy, in an amendment to this Agreement, or otherwise);

E. Suspend our performance of, or compliance with, any of our obligations to you under this Agreement or other agreements; and/or

F. Undertake or perform on your behalf any obligation or duty that you are required to, but fail to, perform under this Agreement. You will reimburse us upon demand for all costs and expenses that we reasonably incur in performing any such obligation or duty.

17.6 Exercise of Other Remedies. Our exercise of our rights under Section 17.4 (Suspension of Rights After Your Default) and 17.5 (Other Remedies After Your Default) will not (i) be a defense for you to our enforcement of any other provision of this Agreement or waive or release you from any of your other obligations under this Agreement, (ii) be a defense at law or equity based on impossibility of your performance or any claim against us or our Approved Suppliers. (iii) constitute an actual or constructive termination of this Agreement, or (iv) be our sole or exclusive remedy for your default. You must continue to pay all fees and otherwise comply with all of your obligations under this Agreement following our exercise of any of these rights. If we exercise any of our rights under Section 17.5, we may thereafter terminate this Agreement without providing you any additional corrective or cure period, unless the default giving rise to our right to terminate this Agreement has been cured to our reasonable satisfaction.

18. OBLIGATIONS ON EXPIRATION OR TERMINATION

18.1 General Obligations. On expiration or termination of this Agreement for any reason, you must:

A. Immediately cease using the System, including the Marks and any confusingly similar names, marks, commercial symbols, systems, insignia, symbols, color schemes, trade dress, designs, procedures, domain names, and methods. If you fail or refuse to make changes to the Franchised Business required to distinguish the Franchised Business from its former appearance, we have the right, in addition to all other remedies, to enter the Accepted Location and make the required changes on your behalf, and you must pay to us the entire costs we incur in making the changes, including interest from the date of demand, plus an administrative fee in an amount equal to 15% of the entire cost of the changes.

B. Immediately return to us: (i) all hard copies and electronic copies (capable of being returned) of the Confidential Information and Trade Secrets, including the Manuals, together with all copies of any of them; and (ii) all other manuals, records, files, instructions, correspondence and other materials relating to the operation of the Franchised Business (**"Other Materials"**). If you have on your computer systems, your e-mail accounts, or other digital storage systems or services copies of the Confidential Information, Trade Secrets, and/or Other Materials, you must

immediately erase these copies. You must provide us with a certification attesting to the fact that all copies of the Confidential Information, Trade Secrets, and Other Materials in your control or the control of your officers, directors, owners, employees, agents, and representatives have been returned or destroyed in accordance with this Section.

C. Within 5 days after expiration or termination, pay us and our affiliates the full amount you owe us and them.

D. Immediately stop identifying yourself in any way as our franchisee or former franchisee.

E. Immediately comply with the restrictive covenants in Section 15 (Confidential Information; Restrictive Covenants).

F. Immediately take all action required (i) to cancel all assumed name or equivalent registrations relating to your use of the Marks and (ii) to cancel or transfer to us or our designee all authorized and unauthorized domain names, social media accounts, telephone numbers, post office boxes, and classified and other directory listings relating to, or used in connection with, the Franchised Business or the Marks (collectively, **"Identifiers"**). You acknowledge that as between you and us, we have the sole rights to and interest in all Identifiers. If you fail to comply with this Section 18.1.F., you hereby authorize us and irrevocably appoint us or our designee as your attorney-in-fact to direct the telephone company, postal service, registrar, Internet Service Provider and all listing agencies to transfer such Identifiers to us. The telephone company, the postal service, registrars, Internet Service Providers and each listing agency may accept such direction by us pursuant to this Agreement as conclusive evidence of our exclusive rights in such Identifiers and our authority to direct their transfer; and

G. Promptly sign all documents and take all other actions as we deem necessary to affect the intent and provisions of this Section 18.1.

18.2 Reinstatement. If this Agreement is terminated under Section 17.2.K (Franchised Business poses a threat to public health and safety), we may, in our sole discretion, permit you to apply for reinstatement of this Agreement within 7 days of the effective date of termination, after the first termination only. Our approval of reinstatement will not be unreasonably withheld and will be subject to the following conditions. You must:

A. Cure the default that led to the termination of this Agreement;

B. Pay us all fees due us, including Royalty Fees and Advertising Contributions;

C. Pay us a fee to compensate us for your continued use of the Marks during the period of termination equal to the number of days between the date of termination of this Agreement and the date of reinstatement of this Agreement multiplied by the average daily Royalty Fee due to us during the calendar month preceding the date of termination,

D. Pay us a reinstatement fee of 10% of the amount of the then-current initial franchise fee; and

E. Sign and return to us our standard form of reinstatement agreement that we specify, which will include your commitment to a refurbishment plan that you and we must agree on.

18.3 Liquidated Damages.

A. Amount. You agree that any termination of this Agreement before the expiration of the Term will deprive us of the benefit of the bargain we are entitled to receive under this Agreement. As a result, if this Agreement is terminated after the Opening Date, you must pay us, as liquidated damages for the loss of the benefit of the bargain we are entitled to receive, and not as a penalty, a lump-sum payment equal to the average monthly Royalty Fee you owed us during the 36 months before the termination date times the lesser of the remainder of the Term or 36 months. If less than 36 months have lapsed between the Opening Date and the termination date, the liquidated damages will be the average monthly Royalty Fee during the time between the Opening Date and the termination date, multiplied by 36. If the termination occurs before the Opening Date, you will forfeit the Initial Franchise Fee paid and will not owe us any liquidated damages.

B. Payment of Liquidated Damages. You will pay all amounts stated in this Section 18.3 within 30 days after the termination of this Agreement. You agree, and you direct any party construing this Agreement to conclusively presume, that the damages stated in this Section 18.3: (i) are true liquidated damages; (ii) are intended to compensate us for the harm we will suffer; (iii) are not a penalty; (iv) are a reasonable estimate of our probable loss resulting from your defaults, viewed as of the termination date; and (v) will be in addition to all other rights we have to obtain legal or equitable relief. We have the right to set off any credits, balances or amounts we owe to you against the amounts you owe under this Section 18.3.

18.4 Additional Obligations. The following obligations are in addition to the general obligations and the liquidated damages stated above.

A. Right to Operate. If we terminate this Agreement under Section 17 (Default and Termination), we will have the right to immediately enter and take possession of your Franchised Business to maintain continuous operation of the Franchised Business, provide for orderly change of management and disposition of personal property, and otherwise protect our interests. If we exercise this right, you will vacate the Franchised Business promptly and completely, rendering all necessary assistance to us to enable us to take prompt possession, and you will have no right to any revenue that we earn while operating the Franchised Business. If you dispute the validity of our termination of this Agreement, we will nevertheless have the option, which you irrevocably grant, to operate the Franchised Business pending the final, unappealed determination of the dispute under this Agreement. If an arbitrator or court of competent jurisdiction makes a final, unappealed determination that the termination was not valid, we will make a full and complete accounting for the period during which we operated the Franchised Business.

B. Right to Acquire Accepted Location. If we terminate this Agreement under Section 17 (Default and Termination), you will, at our option, assign to us, or another franchisee we designate, your interest in any Lease for the Accepted Location, and will vacate the Franchised Business promptly and completely, rendering all necessary assistance to us or the other franchisee to enable it to take prompt possession. If you or one of your affiliates owns the Accepted Location, we may elect to purchase the Accepted Location or, at our option, lease the Accepted Location from you or that affiliate for an initial five-year term with one renewal term of five years (at our option) on commercially reasonable terms. If you and we cannot agree on a purchase price for the Accepted Location in a reasonable time, the purchase price will be determined by three independent appraisers using the Appraisal Process. If we elect to exercise this option to purchase, we may set off all amounts you owe us or our affiliates under this

Agreement against any payments for the purchase. You (and your Owners) agree to cause your affiliate to comply with these requirements.

C. Right to Acquire Property. If we exercise our option to acquire rights to your Accepted Location, within 15 days after our notice to you of this election, you will arrange with us for an inventory to be made by us, at our cost, of all Goods related to the Franchised Business, including all items bearing the Marks. We will have the option, to be exercised within 30 days after our completion of the final inventory, or our receipt thereof, to purchase from you any or all of these items at the actual fair market value (exclusive of goodwill) (the **"Purchase Value"**). If we elect not to purchase your Goods related to the Franchised Business, we can retract our exercise of our option to acquire rights to your Accepted Location under Section 18.4.B. (Right to Acquire Accepted Location). If the parties cannot agree on a Purchase Value within a reasonable time, the Purchase Value will be determined by three independent appraisers using the Appraisal Process. If we elect to exercise this option to purchase, we may set off all amounts you owe us or our affiliates under this Agreement against any payments for the purchase. At the closing, you will deliver to us, in a form satisfactory to us, good and merchantable title to the assets purchased, free and clear of any encumbrances, together with all licenses or permits that may be assigned or transferred. You will be responsible for all sales and other transfer taxes.

19. DISPUTE RESOLUTION

19.1 Resolution of Disputes.

A. Arbitration. Except as stated in Section 19.1.D. (Excepted Disputes) of this Agreement, all disputes between you, your affiliates, Owners, guarantors, and/or your or your affiliates' officers, directors, and employees, on the one hand, and us, our affiliates, and/or our or our affiliates' officers, directors and employees, on the other hand, relating to this Agreement, our relationship with you, or your Franchised Business, will be resolved by binding arbitration. The arbitration proceeding shall be conducted by one arbitrator and, except as this Section 19.1 otherwise provides, according to the then-current Commercial Arbitration Rules of the American Arbitration Association (the **"AAA"**). All arbitration proceedings will be held at AAA's offices or other suitable offices that we select in the metropolitan area in which our principal place of business is then located. The arbitrator shall have no authority to select a different hearing locale. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.).

B. Individual Actions. We and you agree that arbitration will be conducted on an individual, not a class-wide, basis and that an arbitration proceeding between us and you may not be consolidated with any other arbitration proceeding between us and any other person. Notwithstanding the foregoing or anything to the contrary in this Section 19.1, if any court or arbitrator determines that this prohibition on class-wide arbitration is unenforceable with respect to a dispute that otherwise would be subject to arbitration under this Section 19.1, then the parties agree that this arbitration clause shall not apply to that dispute and that such dispute will be resolved in a judicial proceeding in accordance with Section 19.1.D. (Excepted Disputes).

C. Relief. The arbitrator has the right to award or include in his or her award any relief which he or she deems proper, including money damages (with interest on unpaid amounts from the date due), specific performance, injunctive relief, and attorneys' fees and costs, provided that the arbitrator may not declare any Mark generic or otherwise invalid or, except as expressly provided in Section 19.1.F. (Waiver of Punitive Damages), award any special, consequential, exemplary, or punitive damages against either party (we and you hereby waiving to the fullest

extent permitted by law, except as expressly provided in Section 19.1.F. below, any right to or claim for any special, consequential, exemplary, or punitive damages against the other).

D. Excepted Disputes. The following disputes will not be resolved through arbitration unless we consent to arbitration: (i) disputes that arise under or are related to the Lanham Act, as now or later amended; (ii) disputes that otherwise relate to the ownership or validity of any of the Intellectual Property; (iii) disputes that involve enforcement of our intellectual property rights or protection of our Confidential Information or Trade Secrets; or (iv) disputes related to the payment of sums you owe us or our affiliates. Any litigation under this subsection will be filed exclusively in the United States District Court for the district in which we have our principal place of business at the time of filing, and you irrevocably consent to this court's jurisdiction over you.

E. Binding Decision. The decision and award of the arbitrator will be final, conclusive, and binding on all parties regarding any claims, counterclaims, issues, or accountings presented or pled to the arbitrator, and judgment on the award, including any partial, temporary or interim award, may be entered in any court of competent jurisdiction. The parties agree that the arbitrator may award interest from the date of any damages incurred for breach or other violation of this Agreement, and from the date of the award, until paid in full, at a rate to be fixed by the arbitrator, but in no event less than 2.5% per annum above the Citibank Preference Rate quoted for the corresponding periods, as reported in The Wall Street Journal, or the maximum rate permitted by applicable law, whichever is less.

F. Waiver of Punitive Damages. EXCEPT FOR YOUR OBLIGATION TO INDEMNIFY US FOR THIRD PARTY CLAIMS UNDER SECTION 13.1 (INDEMNIFICATION), CLAIMS FOR YOUR INFRINGEMENT OF OUR INTELLECTUAL PROPERTY, AND CLAIMS FOR YOUR BREACH OF YOUR OBLIGATIONS UNDER SECTION 15.2 (PROTECTION OF CONFIDENTIAL INFORMATION AND TRADE SECRETS) OF THIS AGREEMENT, NEITHER PARTY WILL BE ENTITLED TO RECOVER SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES UNDER THIS AGREEMENT.

G. Injunctive Relief. Notwithstanding our agreement to arbitrate, either party will have the right to seek temporary restraining orders and temporary or preliminary injunctive relief from a court of competent jurisdiction with respect to any dispute subject to arbitration; provided, however, that such party must contemporaneously submit the dispute for arbitration on the merits as provided in this Section 19.1. In addition to any other relief available at law or equity, we will have the right to obtain restraining orders or temporary or permanent injunctions to: (i) enforce, among other matters, the provisions of this Agreement related to the System; (ii) enforce your obligations on termination or expiration of this Agreement; and (iii) prohibit any act or omission by you or your employees that is a violation of applicable Law or that threatens the Intellectual Property.

19.2 Cumulative Rights and Remedies. Except as otherwise stated in this Agreement, no right or remedy that the parties have under this Agreement is exclusive of any other right or remedy under this Agreement or under applicable law. Each and every such remedy will be in addition to, and not in limitation of or substitution for, every other remedy available at law or in equity or by statute or otherwise.

19.3 Attorneys' Fees. You agree to reimburse us for all expenses we reasonably incur (including attorneys' fees): (i) to enforce the terms of this Agreement or any obligation owed to us by you and/or the Owners (whether or not we initiate a legal proceeding, unless we initiate and fail to substantially prevail in such court or formal legal proceeding); and (ii) in the defense of any

claim you and/or the Owners assert against us on which we substantially prevail in court or other formal legal proceedings. We agree to reimburse you for all expenses you reasonably incur (including attorneys' fees): (a) to enforce the terms of this Agreement or any obligation owed to you by us (whether or not you initiate a legal proceeding, unless you initiate and fail to substantially prevail in such court or formal legal proceeding); and (b) in the defense of any claim we assert against you on which you substantially prevail in court or other formal legal proceedings.

19.4 Limitation of Claims. EXCEPT FOR CLAIMS ARISING FROM (i) YOUR NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS YOU OWE US, (ii) YOUR COMPLIANCE WITH ANY POST-TERMINATION OBLIGATIONS, OR (iii) ANY VIOLATION OF OUR INTELLECTUAL PROPERTY RIGHTS, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR OUR RELATIONSHIP WITH YOU WILL BE BARRED UNLESS A JUDICIAL OR ARBITRATION PROCEEDING IS COMMENCED WITHIN 24 MONTHS FROM THE DATE ON WHICH THE ACT, CONDUCT, EVENT, OR OCCURRENCE GIVING RISE TO THE CLAIMS OCCURS, REGARDLESS OF WHEN THE CLAIMS WERE, OR SHOULD HAVE BEEN, DISCOVERED.

19.5 Waiver of Jury Trial. WE AND YOU IRREVOCABLY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER OF US.

20. MISCELLANEOUS

20.1 Relationship of Parties. You are an independent contractor. Nothing in this Agreement is intended to or does in fact or law make either party a general or special agent, joint venturer, partner, or employee of the other for any purpose. This Agreement does not create a fiduciary relationship between us. Further, we and you are not and do not intend to be partners, associates, or joint employers in any way, and we shall not be construed to be jointly liable for any of your acts or omissions under any circumstances. Although we retain the right to establish and modify the Standards that you must follow, you retain the responsibility for the day-to-day management and operation of the Franchised Business and implementing and maintaining Standards at the Franchised Business. To the extent that the Manuals or Standards contains employee-related policies or procedures that might apply to your employees, those policies and procedures are provided for informational purposes only and do not represent mandatory policies and procedures to be implemented by you. You must determine to what extent, if any, these policies and procedures may be applicable to your operations at the Franchised Business. You and we recognize that we neither dictate nor control labor or employment matters for franchisees and that you, and not us, are solely responsible for dictating the terms and conditions of employment for your employees. We have no relationship with your employees, and you have no relationship with our employees. You must conspicuously identify yourself and the Franchised Business, in all dealings with your customers, contractors, suppliers, public officials, and others, as an independent franchisee, in the fashion that we specify.

20.2 No Right to Bind; No Liability.

A. No Right to Bind. You will not use the Marks in signing any contract, instrument, application for any license or permit, or legal obligation, or in a manner that may result in liability to us for your obligations, except as this Agreement expressly authorizes. Except as this Agreement expressly authorizes, neither of us will make any express or implied agreements, warranties, guarantees, or representations, or incur any debt, in the name of or on behalf of the

other or represent that the relationship between you and us is other than that of franchisor and franchisee.

B. No Liability. Except when another Entity guarantees our obligations under this Agreement (the **"Guaranteeing Entity"**) as may be provided for in our FDD, you agree that no past, present or future director, officer, employee, incorporator, member, manager, partner, stockholder, subsidiary, affiliate, controlling party, Entity under common control, ownership or management, Supplier, agent, attorney, or representative of ours (other than the Guaranteeing Entity, but only to the extent of the terms of the guaranty) will have any liability for (i) any of our obligations or liabilities relating to or arising from this Agreement, (ii) any claim against us based on, in respect of, or by reason of, the relationship between you and us, or (iii) any claim against us based on any alleged unlawful act or omission of us.

20.3 General Release. In consideration of our agreement to enter into this Agreement, you, for yourself (and if you are an Entity, for purposes of this Section "you" and "your" includes you as an Entity and your directors, officers, owners, shareholders, partners, members, managers, representatives, employees, agents, and attorneys) and for each and all of your affiliates and such affiliates' directors, officers, owners, shareholders, partners, members, managers, representatives, employees, agents and attorneys, together with the predecessors, successors, heirs and assigns of each of the foregoing (individually, collectively and in any combination, the "Releasing Parties"), release and forever discharge the Released Parties of and from all manner of actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, controversies, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, that the Releasing Parties, ever had, now have, or that the Releasing Parties hereafter can or may have for, on or by reason of any matter, cause or thing whatsoever, arising prior to and including the Effective Date. This release shall not apply to any claims arising from representations made in the FDD (including its exhibits) that we delivered to you or your representative.

20.4 Force Majeure. A "**Force Majeure**" is any occurrence, event, or condition beyond your or our reasonable control that is not reasonably foreseeable and cannot be reasonably avoided, which may include an (a) act of God, terrorism, war, insurrection, civil commotion, chemical or nuclear contamination, strike, epidemic, pandemic, or embargo; (b) lack of water, materials, or power specified or reasonably necessary for the operation of your Franchised Business or our business; (c) fire, hurricane, tornado, earthquake, flood, or other unavoidable property casualty; or (d) act or order by a governmental authority (not limited to or caused by the party asserting the Force Majeure) that prevent or materially hinder or delay either party from providing services under this Agreement. If a Force Majeure occurs, provided that the party promptly provides the other party with written notice of the Force Majeure, the party so affected will be relieved of its respective obligations to the extent that that party is necessarily prevented, or materially hindered or delayed, in performance during the period of the Force Majeure, except a Force Majeure shall not relieve a party of any (i) payment obligations for monies owed, (ii) obligations that existed prior to the start of the period of the Force Majeure, (iii) obligations that start after the period of Force Majeure, or (iv) other obligations that are not necessarily prevented, or materially hindered or delayed during the period of the Force Majeure.

20.5 Notices. All notices required or permitted under this Agreement must be in writing, and must be personally delivered or mailed by registered or certified mail, return receipt requested, or by a nationally recognized overnight delivery service, to us at the address specified in Schedule A and to you at the address specified in Schedule A. The addresses for notices may be changed

at any time by either party by written notice given to the other party as provided in this Section. Notices will be deemed received the same day when delivered personally, upon attempted delivery when sent by registered or certified mail or overnight delivery service, or the next business day when sent by facsimile.

20.6 Compliance with Anti-Terrorism Laws. You and your Owners agree to comply, and to assist us to the fullest extent possible in our efforts to comply, with Anti-Terrorism Laws (defined below). In connection with that compliance, you and your owners certify, represent, and warrant that none of your property or interests is subject to being blocked under, and that you and your Owners otherwise are not in violation of, any of the Anti-Terrorism Laws. **"Anti-Terrorism Laws"** mean Executive Order 13224 issued by the President of the United States, the USA PATRIOT Act, and all other present and future federal, state, and local laws, ordinances, regulations, policies, lists, and other requirements of any governmental authority addressing or in any way relating to terrorist acts and acts of war. Any violation of the Anti-Terrorism Laws by you or your Owners, or any blocking of your or your Owners' assets under the Anti-Terrorism Laws, shall constitute good cause for immediate termination of this Agreement, as provided in Section 17.2.H. (violation of law relating to terrorist activities).

20.7 Personal Guaranty. All Owners must sign the Guaranty of Payment and Performance in Schedule C.

21. ACKNOWLEDGEMENTS

21.1 Timely Receipt and Review of Agreement and Disclosure Document. You received a FDD required by applicable state and/or federal laws, including a form of this Agreement, at least 14 calendar days (or such longer time period as required by applicable state law) before you executed this Agreement or any related agreements or paid any consideration to us. If we made any unilateral and material changes to the terms and conditions of the form of this Agreement that was included in the FDD (other than changes that arose out of negotiations that you initiated), you received a revised copy of this Agreement that included such changes and were informed of any material differences between this Agreement and the form included in the FDD at least seven calendar days before you executed this Agreement or any related agreements or paid any consideration to us.

21.2 Acknowledgements in Certain States. The following acknowledgements apply to all franchisees and Franchised Businesses, except those that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

A. Understanding of Agreement and Disclosure Documents. You have read this Agreement and the FDD and have been given ample opportunity to consult with, and ask questions of, our representatives and your legal counsel and advisors regarding the documents.

B. Your Acknowledgements. You acknowledge and agree that: (i) you have conducted an independent investigation of the business contemplated by this Agreement, recognize that it involves business risks, and recognize that making a success of a venture is largely dependent on your own business abilities; (ii) no assurance or warranty, express or implied, has been given to you by us or any of our affiliates as to the potential success of any business contemplated by this Agreement or the profits that may be achieved; (iii) there are no promises, commitments, "side deals," options, rights of first refusal, or other rights or obligations in connection with this Agreement except as expressly provided for in this Agreement; and (iv)

the terms and covenants in this Agreement are reasonable and necessary for us to maintain our high standards of quality and service, as well as the uniformity of those standards at each Business, and to protect and preserve the goodwill of the Marks.

C. No Reliance on Contrary Representations. You have no knowledge of any representations made about the franchise opportunity by us, our affiliates, or any of our or their officers, directors, owners, or agents that are contrary to the statements made in our FDD or to the terms and conditions of this Agreement. You are not relying on any representations or warranties, express or implied, furnished by us or our representatives other than those expressly set forth in this Agreement and the FDD.

D. Financial Performance Representations. Except as may be stated in the FDD, neither we, nor any of our affiliates, nor any of our or our affiliates' officers, agents, employees, or representatives have made any representation to you, express or implied, as to the historical revenues, earnings, or profitability of any Business or the anticipated revenues, earnings, or profitability of the business subject to the license or any other business operated by us, our licensees, our franchisees, or our affiliates. Any information you have acquired from other franchisees regarding their sales, profits or cash flows is not information obtained from us, and we make no representation about that information's accuracy.

21.3 No Waiver or Disclaimer of Reliance in Certain States. The following provision applies only to franchisees and Franchised Businesses that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, or Wisconsin:

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

22. CONSTRUCTION

22.1 Waiver or Delay. Except as otherwise stated in this Agreement, no waiver of, or delay in requiring strict compliance with any obligation of this Agreement, or the exercise of any right or remedy provided in this Agreement, and no custom or practice at variance with the requirements of this Agreement, will constitute a waiver or modification of any obligation, right, or remedy, or preclude the exercise of any right or remedy or the right to require strict compliance with any obligation stated in this Agreement, or will preclude, affect, or impair enforcement of any right or remedy provided in this Agreement with respect to any later default.

22.2 Entire Agreement; Amendments. The term "Agreement" as used in this Agreement includes all schedules attached to this Agreement and amendments to this Agreement, if any. This Agreement states the entire agreement between you and us related to the subject matter of this Agreement and fully replaces all prior agreements, representations, or understandings between you and us, whether oral or written, related to the subject matter of this Agreement. Except as otherwise expressly stated in this Agreement, this Agreement may be amended only by a written document signed by you and us. Notwithstanding the foregoing, nothing in this Agreement will disclaim or require you to waive reliance on any representation we make in our most recent FDD (including exhibits and amendments) delivered to you or your representative.

22.3 Operating, Developing, and Changing the System. We have the right to operate, develop, and change the System in any manner that is not specifically prohibited by this Agreement. Whenever we have reserved in this Agreement a right to take or to withhold an action, or to grant or decline to grant you a right to take or omit an action, we may, except as otherwise specifically provided in this Agreement, make our decision or exercise our rights based on information readily available to us and our judgment of what is in our and/or the System's best interests at the time our decision is made, without regard to either whether we could have made other reasonable or even arguably preferable alternative decisions or whether our decision promotes our financial or other individual interest.

22.4 Survival of Obligations. Each provision of this Agreement that expressly or by reasonable implication is to be performed, in whole or in part, after the expiration, termination, or Transfer of this Agreement will survive such expiration, termination, or Transfer, including, but not limited to, Sections 9 (Intellectual Property), 13.1 (Indemnification), 15 (Confidential Information; Restrictive Covenants), 18 (Obligations on Expiration or Termination), and 19 (Dispute Resolution).

22.5 Applicable Law. Except as provided in Section 15.6 (Modification), this Agreement, including, but not limited to, the making of it, will be governed by, construed and enforced in accordance with the laws of the State of Georgia, including, but not limited to, laws applicable to agreements made and to be entirely performed in Georgia, without giving effect to Georgia's choice of law or conflict of laws principles.

22.6 Severability. If, for any reason, any portion, section, part, term, provision and/or covenant of this Agreement is determined to be invalid and contrary to, or in conflict with, any existing or future law or regulation by a court or agency having valid jurisdiction, such will not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, provisions and/or covenants of this Agreement as may remain otherwise intelligible; and the latter will continue to be given full force and effect and bind the parties to this Agreement; and the invalid portions, sections, parts, terms, provisions and/or covenants will be deemed not to be a part of this Agreement.

22.7 Time. Time is of the essence to this Agreement.

22.8 Construction. The headings in this Agreement are for convenience of reference and are not a part of this Agreement and will not affect the meaning or construction of any of its provisions. Unless otherwise specified, all references to a number of days shall mean calendar days and not business days. The words "**include**," "**including**," and words of similar import shall be interpreted to mean "including, but not limited to" and the terms following such words shall be interpreted as examples of, and not an exhaustive list of, the appropriate subject matter.

22.9 Execution in Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, and all of which will constitute one and the same instrument.

22.10 Successors and Assigns. Except as expressly otherwise provided herein, this Agreement is binding upon and will inure to the benefit of the parties and their respective heirs, executors, legal representatives, successors, and permitted assigns.

22.11 Additional Terms; Inconsistent Terms. The parties may provide additional terms by including the terms on Schedule A. To the extent that any terms or provisions on Schedule A are

in direct conflict with the terms or provisions of this Agreement, the terms or provisions on Schedule A shall control.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the undersigned has executed this Agreement under seal as of the Effective Date.

FRANCHISOR:

Jamba Juice Franchisor SPV LLC
a Delaware limited liability company

By:_____
Name: **Tim Goodman**
Title: Senior Vice President
Franchise Administration

Date: _____

FRANCHISEE:

«Z1_First_Name» «Z1_Last_Name»
a «Z1_State_of_Formation» «Z1_Entity_Type»

By:_____
Name: «Signee_1_name»
Title: «Signee_1_title»

Date:_____

By: _____
Name: «Signee_2_name»
Title: «Signee_2_title»

Date: _____

By: _____
Name: «Signee_3_name»
Title: «Signee_3_title»

Date: _____

By: _____
Name: «Signee_4_name»
Title: «Signee_4_title»

Date: _____

By: _____
Name: «Signee_5_name»
Title: «Signee_5_title»

Date: _____

SCHEDULE A

FRANCHISE SPECIFIC TERMS

1. **"Effective Date"** means: _____

2. **"Franchisor"** means: Jamba Juice Franchisor SPV LLC, a Delaware limited liability company

3. **"Franchisee"** means: «Z1_First_Name» «Z1_Last_Name», a «Z1_State_of_Formation» «Z1_Entity_Type», «Z2_First_Name» «Z2_Last_Name», a «Z2_State_of_Formation» «Z2_Entity_Type», «Z3_First_Name» «Z3_Last_Name», a «Z3_State_of_Formation» «Z3_Entity_Type», «Z4_First_Name» «Z4_Last_Name», a «Z4_State_of_Formation» «Z4_Entity_Type», «Z5_First_Name» «Z5_Last_Name»

4. **Recital A: "Approved Products"** means specific juices, smoothies, frozen yogurt, snack, and other food items prepared in accordance with our recipes, standards, and specifications and other related food products, beverage products, ancillary products (such as books, juicers, cups, coolers, hats, t-shirts, and novelty items), and services we approve.

5. **Recital A:** The **"Primary Mark"** is: JAMBA®

6. **Section 1.1 (Accepted Location):** The Accepted Location means: «location_name», «store_street_address», «store_city», «store_state» «store_zip». [OR] a location to be determined and added to this Agreement located in the following Site Selection Area: _____.

7. **Section 1.4.A. (Owners of Equity):** Below is a complete list of your Owners and breakdown of your ownership structure:

8. **Section 3.1 (Initial Franchise Fee):** The Initial Franchise Fee shall be equal to **$_____**.

9. **Section 3.2.A. (Royalty Fee):**

   The Royalty Fee shall be 6% of the Net Sales of the Franchised Business, payable each week on the Net Sales of the Franchised Business for the preceding week (or on any other basis stated in the Manuals or in our written notice to you).

10. **Section 3.2.B. (Advertising Contribution):**

    The Advertising Contribution shall be in an amount we determine, in our sole discretion, which when combined with the Local Marketing Obligation (as specified in Section 10.1.E. (Local Marketing Obligation)) shall not exceed 5% of the Net Sales of the Franchised Business, payable each week on the Net Sales of the Franchised Business for the preceding week (or on any other basis stated in the Manuals or in our written notice to you).

11. **Section 4.1 (Reserved Rights):** The following provisions are added to Section 4.1 of the Agreement.

[FOR TRADITIONAL STORES:]

A. Area of Protection. We grant you a protected territory in which you have certain limited exclusive rights (an **"Area of Protection"**). [Your Area of Protection is: a . mile [OR block] radius from the Accepted Location with the Accepted Location as the center point.] [OR] [We will designate, in our sole discretion, your Area of Protection after we accept the Proposed Location as the Accepted Location. When we designate the Area of Protection for the Franchised Business, you must sign standard documentation we prepare, which includes a general release, to document the Area of Protection.] If you relocate the Franchised Business pursuant to Section 5.5 (Relocation of the Franchised Business), we will specify an Area of Protection for the new location.

B. Protected Rights. During the Term, we will not establish or operate, nor license any other person to establish or operate, a Business operating under the Marks and the System at any location within the Area of Protection, except in Non-traditional Locations, in Delivery Kitchens, and as otherwise provided in this Agreement. **"Non-traditional Locations"** include limited access and captive audience facilities, concession departments, and other types of institutional account locations, which may include (i) airports, train stations, toll road plazas, highway rest areas, ferry terminals, bus stations, and other public transportation facilities, (ii) stadiums, arenas, sports venues, theme parks or centers, casinos, convention centers, zoos, parks, aquariums, museums, art centers, concert venues, theaters, drive-in theaters, movie theaters, amphitheaters, casinos, and other entertainment or tourist facilities, (iii) travel centers, gasoline service stations, and convenience stores, (iv) health clubs, (v) big box retail stores (such as mass merchandisers), (vi) retail stores that offers to the general public a broad line of grocery products, including meat, dairy, produce and other fresh and pre-packaged food products, household goods and related items, (vii) food courts, (viii) hospitals and other health care facilities, (ix) universities, schools, and education facilities, (x) military bases, (xi) retail centers (enclosed or open), including outlet malls, with aggregate gross leasable area in excess of 350,000 square feet, and (xii) office buildings, business complexes, condominiums, dormitories, other high-density locations, and other similar atypical locations. "**Delivery Kitchens**" include kitchens devoted to the preparation of products or Approved Products (often referred to as ghost, dark, or cloud kitchens), which may use the Marks and may deliver to customers located anywhere.

C. Our Reserved Rights. We reserve all rights that we do not expressly grant you in this Agreement. For example, without limitation, we have the following rights, without providing any rights or compensation to you:

(i) We and/or our affiliates may establish or license franchises and/or company-owned businesses offering products or services that are similar or identical to the Approved Products using the System or elements of the System under the Marks or any other marks anywhere outside of the Area of Protection or in Non-traditional Locations inside or outside the Area of Protection.

(ii) We and/or our affiliates may produce and/or sell Approved Products or any other products or services, and authorize others to produce and/or sell Approved Products or any other products or services, using the Marks, the System, and any other marks and/or systems we desire through any alternative channel of distribution located anywhere, including to and

through (a) supermarkets, convenience stores, club stores, and other retail facilities not dedicated to the sale of the Approved Products, (b) mail order and e-commerce channels, and (c) Delivery Kitchens.

(iii) We and/or our affiliates may advertise, or authorize others to advertise, using the Marks anywhere, including inside and outside any Area of Protection.

(iv) We and/or our affiliates may acquire, be acquired by, or merge with another Entity with existing businesses or franchises that are similar to or competitive with the Businesses anywhere (including inside and outside the Area of Protection (if any)) and (i) convert the other businesses to be Businesses operating under the Marks and the System (except inside your Area of Protection (if any)), (ii) permit the other businesses to continue to operate under another name anywhere (including inside your Area of Protection (if any)), and/or (iii) permit the businesses to operate under another name and convert your Franchised Business and existing Businesses to such other name.

D. Acknowledgements. You acknowledge that we, our affiliates, and our and their other franchisees may solicit customers in, and service customers who are from, any geographic location we or they desire, including locations within your Area of Protection, and that we, our affiliates, and other franchisees may provide Catering Services and Delivery Services within your Area of Protection.

E. Modification of Area of Protection. If you (i) commit a default that cannot be cured as specified in Section 17.2 (Our Termination: No Opportunity to Cure) or if you fail to cure a default within the cure period specified in Section 17.3 (Our Termination: Opportunity to Cure Within Cure Period) and (ii) we do not exercise our right to terminate the Agreement, we may, at our sole election and upon delivery of written notice to you, temporarily or permanently eliminate or reduce the size of your Area of Protection, in addition to any other remedies specified in Section 17.5 (Our Remedies After Your Default).

[FOR NON-TRADITIONAL STORES:]

A. No Protected Rights. You do not have any protected or exclusive rights under this Agreement.

B. Our Reserved Rights. We reserve all rights that we do not expressly grant you in this Agreement. We and our affiliates have the right to conduct, or authorize third parties to conduct, any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on your Franchised Business. For example, without limitation, we have the following rights, without providing any rights or compensation to you:

(i) We and/or our affiliates may establish or license franchises and/or company-owned businesses offering products or services that are similar or identical to the Approved Products using the System or elements of the System under the Marks or any other marks anywhere, including near your Accepted Location.

(ii) We and/or our affiliates may produce and/or sell Approved Products or any other products or services, and authorize others to produce and/or sell Approved Products or any other products or services, using the Marks, the System, and any other marks and/or systems we desire through any alternative channel of distribution located anywhere, including to and through (a) supermarkets, convenience stores, club stores, and other retail facilities not dedicated to the sale of the Approved Products, (b) mail order and e-commerce channels, and (c) kitchens devoted to the preparation of products or Approved Products (often referred to as ghost, dark, or cloud kitchens), which may use the Marks and may deliver to customers located anywhere.

(iii) We and/or our affiliates may advertise, or authorize others to advertise, using the Marks anywhere.

(iv) We and/or our affiliates may acquire, be acquired by, or merge with another Entity with existing businesses or franchises that are similar to or competitive with the Businesses anywhere and (i) convert the other businesses to be businesses operating under the Marks and the System, (ii) permit the other businesses to continue to operate under another name anywhere, and/or (iii) permit the businesses to operate under another name and convert your Franchised Business and existing Businesses to such other name.

12. Section 6.5 (Opening and Development Deadlines):

EVENT	COMPLETION DEADLINE
Site Approval Deadline (Section 6.5.A.)	Within 150 days after the Effective Date
Construction Start Deadline (Section 6.5.B.)	Within 270 days after the Effective Date
Opening Deadline (Section 6.5.C.)	Within 360 days after the Effective Date

13. Section 10.1.C. (Grand Opening Advertising):

Your Grand Opening Obligation is that you must spend at least $10,000 on grand opening advertising promoting the opening of your Franchised Business within the period beginning 4 weeks before the Opening Date and ending 8 weeks after the Opening Date. We may delay the Opening Date if you have not obtained our written approval of your grand opening advertising plan at least 30 days prior to the Opening Date.

14. Section 10.1.E. (Local Marketing Obligation):

Your Local Marketing Obligation shall be equal to 1% of the Net Sales of your Franchised Business per calendar quarter. We may change the Local Marketing Obligation in our sole discretion, provided that the required Advertising Contribution and Local Marketing Obligation shall not exceed 5% of the Net Sales of your Franchised Business.

15. Section 11.1.A (Required Trainees):

The Required Trainees shall consist of two Managers and any other individuals that we designate.

16. Section 11.1.B (Training Fees):

We will provide the Management Training Program at no additional charge for any Required Trainees and a modified Management Training Program at no additional charge to your Primary Contact (if they are not also a Manager) for the first two Franchised Businesses that you or your affiliates operate. For the third and subsequent Franchised Businesses that you or your affiliates operate, if we require you or you elect to receive the Management Training Program from us or our designee, you must pay us our then-current initial training fee for all of your Required Trainees and Primary Contact to attend at the same time.

17. Section 11.1.D (Completion of Training):

All of your Required Trainees must successfully complete our Management Training Program at least two weeks before you are scheduled to open your Franchised Business.

18. Section 11.2 (On-Site Training):

If this is your first Franchised Business (including Franchised Businesses owned by your affiliates), we will send one or more of our representatives to the Franchised Business, at our expense, for on-site opening training and assistance for six to nine working days concurrent with beginning operations.

19. Section 12.7 (Your Participation; Manager):

Your Franchised Business must employ at least two Managers who have successfully completed the Management Training Program and are dedicated to the Franchised Business.

20. Section 13.2 (Required Insurance)

Currently, you must obtain and maintain the following coverage:

A. Comprehensive General Liability Insurance, including Products & Completed Operations coverage with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate with a maximum $5,000 deductible per occurrence;

B. Dram Shop Liability (if you serve alcohol) with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate;

C. Statutory Workers' Compensation insurance, including employer's liability insurance, with limits not less than $500,000;

D. Automobile Liability insurance with a combined single limit of $1,000,000 for any owned, hired, or non-owned automobile used in connection with the Franchised Business;

E. "Follow Form" Umbrella/Excess Liability Policy with limits not less than $2,000,000 per occurrence and in the aggregate that is in excess of items 1, 2, 3 (employer's liability insurance only), and 4 above;

F. Business Property Insurance that extends coverage on a replacement cost basis for business personal property including electronic equipment, tenant improvements and betterments, and business income and extra expense, with covered causes of loss as "Special" or "All Risk" with coinsurance conditions not less than 80%, and further, if you are in a location that resides in FEMA Flood Zones beginning with the letters "A" or "V", coverage for Flood;

G. Employment Practices Liability insurance, including third-party coverage, with limits not less than $1,000,000 per employee and $1,000,000 per accident;

H. Cyber Liability insurance with limits not less than $1,000,000; and

I. Other insurance required by an applicable state or local authority.

If you obtain a claims made policy, you must provide a tail coverage policy for no less than one year after the expiration or termination of this Agreement or the closure of the Franchised Business, whichever occurs first. The tail coverage limits must be equal to, or greater than, the limits provided in the prior policy.

21. Section 15.4 (Restrictive Covenants):

A "**Competing Product**" includes any smoothie or fresh or frozen fruit and/or vegetable juice-type product.

22. Section 20.5 (Notices):

The notice address for the Franchisor shall be:

Jamba Juice Franchisor SPV LLC, 5620 Glenridge Drive, NE, Atlanta, Georgia 30342, Attention: Legal Department

The notice address for the Franchisee shall be: «C1_contact_street», «C1_contact_city», «C1_contact_state», «C1_contact_zip».

23. Section 22.11 (Additional Terms; Inconsistent Terms): The following additional terms amend the applicable Sections of the Agreement:

A. Section 11.1.G(i) (Management Training) is deleted and replaced with the following:

If you and your affiliates collectively operate two or more Franchised Businesses, we require you or your affiliates to provide the Management Training Program to your Required Trainees and Subsequent Trainees. If we provide the Management Training Program to you for your third or subsequent Stores or if you are purchasing an existing Store and are not an existing franchisee, you must pay us a fee of $2,500 for the training.

B. Section 14.3 (Systems and Reports) is amended by deleting numerette (ii) and replacing it with the following:

> (ii) timely submit to us complete and accurate financial, operational, and other reports we require (including condensed reports of Net Sales on a daily basis and weekly reports detailing the Gross Sales and Net Sales during the preceding week) in accordance with our guidelines;

C. Section 14.4 (Financial Statements) is amended by adding the following:

> In addition, within 45 days following the end of each fiscal quarter, you must furnish to us financial statements of the Franchised Business for the preceding quarter, including a balance sheet and profit and loss statement, prepared in the form and manner prescribed by us in accordance with generally accepted accounting principles and certified by you to be true and correct.

D. Section 15.4.B. (Post-Term) is amended by deleting the clauses before numerette (i) and replacing them with the following:

> Beginning at the expiration or termination of this Agreement and for 24 months thereafter or 24 months after a court of competent jurisdiction enters an order enforcing this Section 15.4 of this Agreement, whichever occurs last,

[SCHEDULE A SIGNATURE PAGE FOLLOWS]

Signature Page for Schedule A (Franchise Specific Terms)

FRANCHISOR:

Jamba Juice Franchisor SPV LLC
a Delaware limited liability company

By:_____
Name: **Tim Goodman**
Title: Senior Vice President
Franchise Administration

Date: _____

FRANCHISEE:

«Z1_First_Name» «Z1_Last_Name»
a «Z1_State_of_Formation» «Z1_Entity_Type»

By:_____
Name: «Signee_1_name»
Title: «Signee_1_title»

Date:_____

By: _____
Name: «Signee_2_name»
Title: «Signee_2_title»

Date: _____

By: _____
Name: «Signee_3_name»
Title: «Signee_3_title»

Date: _____

By: _____
Name: «Signee_4_name»
Title: «Signee_4_title»

Date: _____

By: _____
Name: «Signee_5_name»
Title: «Signee_5_title»

Date: _____

SCHEDULE B

PERSONAL COVENANTS

All Persons Having an Equity Interest in Franchisee Must Sign

Each undersigned ("**you**") agrees that:

1. All capitalized terms used but not defined in these Personal Covenants will have the meaning stated in the Franchise Agreement between Jamba Juice Franchisor SPV LLC, a Delaware limited liability company ("**we**," "**us**," or "**our**"), and **«Z1_First_Name» «Z1_Last_Name»**, a «Z1_State_of_Formation» «Z1_Entity_Type», **«Z2_First_Name» «Z2_Last_Name»**, a «Z2_State_of_Formation» «Z2_Entity_Type», **«Z3_First_Name» «Z3_Last_Name»**, a «Z3_State_of_Formation» «Z3_Entity_Type», **«Z4_First_Name» «Z4_Last_Name»**, a «Z4_State_of_Formation» «Z4_Entity_Type», **«Z5_First_Name» «Z5_Last_Name»**, a «Z5_State_of_Formation» «Z5_Entity_Type», jointly and severally ("**Franchisee**") (the "**Franchise Agreement**").

2. You are the owner of an equity interest in Franchisee and as such you expect to or will gain a direct personal benefit from the Franchise Agreement. You acknowledge that you have read and understand your obligations under the Franchise Agreement.

3. As an inducement to us to enter into the Franchise Agreement, and in consideration of the direct and personal benefits you will derive from the Franchise Agreement, you agree that: (i) you have read and understand all the provisions of Section 15 (Confidential Information; Restrictive Covenants) of the Franchise Agreement; (ii) you will be personally bound by all of the obligations and covenants of Franchisee in Section 15 of the Franchise Agreement as if the obligations and covenants were made and given personally by you directly to us; and (iii) the obligations and covenants are fair and reasonable and will not deprive you of your livelihood.

4. If any term in these Personal Covenants or in Section 15 of the Franchise Agreement must be interpreted by a court or an arbitrator of competent jurisdiction, you agree that: (i) these Personal Covenants are made freely and voluntarily by you, an experienced businessperson, in an arms-length commercial transaction; (ii) these Personal Covenants or Section 15 of the Franchise Agreement should not be construed in the same manner or under the same body of law as analogous terms in a contract of employment; (iii) if a court or arbitrator finds that any term in these Personal Covenants or Section 15 of the Franchise Agreement is invalid or unenforceable for any reason, that term will automatically be modified to the minimum extent necessary to make it valid and enforceable, and the modification will be deemed to have been a part of these Personal Covenants or Section 15 of the Franchise Agreement as of the date you sign these Personal Covenants or the Effective Date of the Franchise Agreement, whichever is later; (iv) the court or arbitrator should strictly construe these terms in favor of enforcement; and (v) if any term could be construed two ways, one of which would render the term valid and the other of which would render the term invalid, the court or arbitrator will construe the term in the manner that renders it valid.

5. These Personal Covenants will be governed by the choice of law provisions set forth in Sections 15.6 (Modifications) and 22.5 (Applicable Law) of the Franchise Agreement.

The undersigned sign and deliver these Personal Covenants as of the date stated below their signatures:

«C1_contact_first_name»
«C1_contact_last_name»
a «C1_contact_state» resident

X _____

Date:_____

«G1_first_name» «G1_last_name»
a «G1_state» resident

X _____

Date:_____

«G2_first_name» «G2_last_name»
a «G2_state» resident

X _____

Date:_____

«G3_first_name» «G3_last_name»
a «G3_state» resident

X _____

Date:_____

«G4_first_name» «G4_last_name»
a «G4_state» resident

X _____

Date:_____

SCHEDULE C

GUARANTY OF PAYMENT AND PERFORMANCE

THIS GUARANTY (the **"Guaranty"**) is made by the undersigned individuals (whether one or more, jointly and severally, the **"Guarantor"**), in favor of Jamba Juice Franchisor SPV LLC, a Delaware limited liability company (**"Franchisor"**).

A. Franchisor and **«Z1_First_Name» «Z1_Last_Name»**, a «Z1_State_of_Formation» «Z1_Entity_Type», **«Z2_First_Name» «Z2_Last_Name»**, a «Z2_State_of_Formation» «Z2_Entity_Type», **«Z3_First_Name» «Z3_Last_Name»**, a «Z3_State_of_Formation» «Z3_Entity_Type», **«Z4_First_Name» «Z4_Last_Name»**, a «Z4_State_of_Formation» «Z4_Entity_Type», **«Z5_First_Name» «Z5_Last_Name»**, a «Z5_State_of_Formation» «Z5_Entity_Type», jointly and severally ("**Franchisee"**) are parties to a Franchise Agreement (the **"Franchise Agreement"**).

B. Guarantor is an owner of Franchisee and anticipates benefitting from the operation of a franchise pursuant to the Franchise Agreement. Guarantor is, therefore, willing to sign this Guaranty. Guarantor acknowledges having read and understood the terms and conditions of the Franchise Agreement.

C. Franchisor would not have agreed to enter into the Franchise Agreement without this Guaranty.

Guarantor and Franchisor agree as follows:

1. Guaranty. Guarantor guarantees to Franchisor and its successors and assigns the following obligations (collectively, the **"Obligations"**): (i) the full and prompt payment and performance of all Franchisee's and its owners', officers', directors', agents' and employees' obligations to Franchisor under the Franchise Agreement, any amendment to the Franchise Agreement or any other agreement between Franchisee and Franchisor; and (ii) the full and prompt payment or reimbursement of all amounts, costs, expenses, claims, liabilities, or obligations Franchisor incurs under the Franchise Agreement. Guarantor agrees that if Franchisee does not make payments under the Franchise Agreement when due or perform any obligations required of it in accordance with the Franchise Agreement or satisfy any Obligations Franchisor incurs related to any of them, Guarantor will make the payments and reimbursements and cause the obligations to be performed within 5 days of Franchisor's notice to Guarantor. If there is more than one Guarantor, all the terms in this Guaranty are joint and several.

2. Payment. If Franchisee defaults under the Franchise Agreement, Franchisor may proceed directly against any or each Guarantor without first proceeding against or notifying Franchisee and without proceeding against any other Guarantor.

3. Waivers by Guarantor. Guarantor waives (i) all rights to payments and claims for reimbursement or subrogation that each Guarantor may have against Franchisee arising as a result of the Guarantor's execution of and performance under this Guaranty, for the express purpose that no Guarantor shall be deemed a "creditor" of Franchisee under any applicable bankruptcy law with respect to Franchisee's obligations to Franchisor; (ii) all rights to require Franchisor to proceed against Franchisee for any Obligation, proceed against or exhaust any security from Franchisee, take any action to assist any Guarantor in seeking reimbursement or subrogation in connection with this Guaranty or pursue, enforce or exhaust any remedy, including

any legal or equitable relief, against Franchisee; (iii) any benefit of, any right to participate in, any security now or hereafter held by Franchisor; and (iv) acceptance and notice of acceptance by Franchisor of the Guarantor's Obligations under this Guaranty, all presentments, demands and notices of demand for payment of any indebtedness or non-performance of any Obligations hereby guaranteed, protest, notices of dishonor, notices of default to any party with respect to the indebtedness or nonperformance of any Obligations guaranteed by Guarantors, and any other notices and legal or equitable defenses to which a Guarantor may be entitled. Franchisor shall have no present or future duty or obligation to the Guarantors under this Guaranty, and each Guarantor waives any right to claim or assert any such duty or obligation, to discover or disclose to any Guarantor any information, financial or otherwise, concerning Franchisee, any Guarantor, or any collateral securing any Obligations of Franchisee to Franchisor. Without affecting the Obligations of Guarantor under this Guaranty, Franchisor may, without notice to any Guarantor, (a) extend, modify, supplement, waive strict compliance with, or release all or any provisions of the Franchise Agreement or any indebtedness or Obligation, (b) settle, adjust, release, or compromise (including if made in or out of court on receivership, liquidation, bankruptcy, reorganization, arrangement, or assignment for the benefit of creditors) any claims against Franchisee or any Guarantor, (c) make advances for the purpose of performing any Obligations, or (d) assign the Franchise Agreement or the right to receive any sum payable under the Franchise Agreement, and the Guarantors each hereby jointly and severally waive notice of same.

4. No Waiver by Franchisor. Franchisor's delay or failure to exercise of any right or remedy will not operate as a waiver thereof, and no single or partial exercise by Franchisor of any right or remedy will preclude any further exercise thereof or the exercise of any other right or remedy.

5. Consent to Jurisdiction. Guarantor: (i) submits to personal jurisdiction in Georgia for the enforcement of this Guaranty; and (ii) waives all personal rights under the laws of Georgia or of any state to object to jurisdiction within Georgia for litigation related to this Guaranty, regardless of any present or future domicile of Guarantor, Franchisee, or Franchisor.

6. Governing Law. This Guaranty is to be construed under and governed by the law of the State of Georgia without regard to Georgia, or any other, choice of law or conflicts of law principles. If any provision of this Guaranty would not be enforceable under the laws of Georgia, and if the business franchised under the Franchise Agreement is located outside of Georgia and the provision would be enforceable under the laws of the state in which the franchised business is located, then that provision, and only that provision, will be interpreted and construed under the laws of that state. Nothing in this Guaranty is intended to invoke the application of any franchise, business opportunity, antitrust, "implied covenant," unfair competition, fiduciary, or other doctrine of law of Georgia or any other state.

7. Dispute Resolution**.** Section 19 (Dispute Resolution) of the Franchise Agreement is hereby incorporated herein by reference and will be applicable to any all disputes between Franchisor and any of the Guarantors, as though Guarantor were the "Franchisee" referred to in the Franchise Agreement.

8. Notices. Any notice under this Agreement must be in writing and is deemed delivered: (i) 1 business day after being sent by commercial courier service for next business day delivery; or (ii) 5 days after being deposited in the United States mail for certified or registered delivery, return receipt requested, postage prepaid. Notice to Franchisor will be addressed to: Legal Department, Jamba Juice Franchisor SPV LLC, 5620 Glenridge Drive, NE, Atlanta, Georgia 30342. Notice to Guarantor will be addressed to the address stated below his or her signature at

the end of this Guaranty. The addresses for notices may be changed at any time by either party by written notice given to the other party as provided in this Section.

9. Successors and Assigns. The provisions of this Guaranty will bind Guarantor and Guarantor's respective heirs and personal representatives and will benefit Franchisor and its respective successors and assigns. Guarantor will not assign this Guaranty without Franchisor's prior written consent. Guarantor's death will not terminate this Guaranty and the same will be enforceable against Guarantor's estate. This Guaranty will continue in full force and effect and remain enforceable against each Guarantor if Franchisee or any owner of Franchisee transfers any interest in the Franchise Agreement or Franchisee.

10. Severability. To the extent that any provision of this Guaranty would violate any applicable usury statute or any other applicable law, the Obligations will be reduced to the limit legally permitted, but the Obligation will be fulfilled to the limit of its legal validity. The provisions of this Section will control every other provision of this Guaranty.

11. No Release. The cessation of or release from liability of any Guarantor will not relieve any other Guarantor from liability under this Guaranty or the Franchise Agreement, except to the extent that the default has been remedied or monies owed have been paid.

12. Survival. Guarantor agrees that the Obligations survive the termination of the Franchise Agreement.

IN WITNESS WHEREOF, Guarantor has signed and delivered this Guaranty as of the date stated below Guarantor's signature.

X _____
«C1_contact_first_name» «C1_contact_last_name»
a «C1_contact_state» resident

Date: _____
Address:
_____
_____
_____
_____

X _____
«G1_first_name» «G1_last_name»
a «G1_state» resident

Date: _____
Address:
_____
_____
_____
_____

X _____
«G2_first_name» «G2_last_name»
a «G2_state» resident

Date: _____
Address:
_____
_____
_____
_____

X _____
«G3_first_name» «G3_last_name»
a «G3_state» resident

Date: _____
Address:
_____
_____
_____
_____

X _____
«G4_first_name» «G4_last_name»
a «G4_state» resident

Date: _____
Address:
_____
_____
_____

X _____

SCHEDULE D

STATE LAW ADDENDUM

(If Required)

CALIFORNIA ADDENDUM
TO FRANCHISE AGREEMENT

In recognition of the requirements of the California Franchise Investment Law §§ 31000 through 31516, and the California Franchise Relations Act, California Business and Professions Code §§ 20000 through 20043, the Franchise Agreement, for franchises offered and sold in the State of California or to California residents, is amended to include the following:

1. Section 16.3.I. (Control Transfer) of the Franchise Agreement is amended by adding the following punctuation and language at the end of such sections, before the period: "; provided, however, this release will not apply to claims as you may have under the California Franchise Investment Law and the California Franchise Relations Act."

2. If any of the provisions of the Franchise Agreement concerning termination are inconsistent with either the California Franchise Relations Act or the Federal Bankruptcy Code (concerning termination of the Agreement on certain bankruptcy-related events), then the Federal Bankruptcy Code applies.

3. The Franchise Agreement is governed by Georgia law. This requirement may be unenforceable under California law.

4. The Franchise Agreement requires binding arbitration. The arbitration will occur at the offices of our principal place of business or another suitable location chosen by us in the city where our headquarters is then located, with the prevailing party's costs and expenses to be borne by the other party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California. This provision may not be enforceable under California law.

5. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

6. You must sign a general release if you renew or transfer your franchise. California Corporations Code § 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§ 31000 through 31516). California Business and Professions Code § 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§ 20000 through 20043).

7. The Franchise Agreement requires that any litigation be conducted in the state of our principal place of business. This provision may not be enforceable under California law.

FRANCHISOR:

Jamba Juice Franchisor SPV LLC

By:_____
Name:_____
Title:_____

Date:_____

FRANCHISEE:

"Insert Company Name"
a"Insert State and Type of Organization"

By:_____
Name: "Insert Name of Person Auth to Sign"
Title:"Insert Title"

Date:_____

HAWAII ADDENDUM
TO FRANCHISE AGREEMENT

In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 482E, *et seq*., the Franchise Agreement, for franchises offered and sold in the State of Hawaii or to Hawaii residents, is amended to include the following:

1. Section 16.3.I. of the Franchise Agreement is amended by adding the following punctuation and language at the end of the section, before the period: "; provided, however, this release will not apply to claims as you may have under the Hawaii Franchise Investment Law."

2. Section 20 (Miscellaneous) of the Franchise Agreement is supplemented by the addition of the following Section, which is considered an integral part of the Agreement:

   20.8 The general release language in this Agreement will not relieve us or any other person, directly or indirectly, from liability imposed by the Hawaii Franchise Investment Law.

3. The Hawaii Franchise Investment Law provides rights to you on nonrenewal, termination and transfer of the Agreement. If any of the provisions of the Franchise Agreement on termination are inconsistent with the Hawaii Franchise Investment Law, then this will apply.

FRANCHISOR:

Jamba Juice Franchisor SPV LLC

By:_____
Name:_____
Title:_____

Date:_____

FRANCHISEE:

"Insert Company Name"
a"Insert State and Type of Organization"

By:_____
Name: "Insert Name of Person Auth to Sign"
Title:"Insert Title"

Date:_____

ILLINOIS ADDENDUM
TO FRANCHISE AGREEMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, Ill. Comp. Stat. §§ 705/1 through 705/44, the Franchise Agreement, for franchises offered and sold in the State of Illinois or to Illinois residents, is amended to include the following:

1. The provisions of the Franchise Agreement on governing law, jurisdiction, and choice of law will not be a waiver of any right conferred on you by the Illinois Franchise Disclosure Act. Illinois law will govern the Franchise Agreement with respect to Illinois franchisees. Consistent with the foregoing, any provision in the Franchise Agreement that designates jurisdiction and venue in a forum outside of Illinois is void with respect to any cause of action that is otherwise enforceable in Illinois.

2. 815 ILCS § 705/41 (Illinois Franchise Disclosure Act) states that "any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void."

3. Section 21.1 (Your Acknowledgements) is deleted from all Illinois Franchise Agreements.

FRANCHISOR:	**FRANCHISEE:**
Jamba Juice Franchisor SPV LLC	**"Insert Company Name"** **a"Insert State and Type of Organization"**
By:_____ Name:_____ Title:_____ Date:_____	By:_____ Name: "Insert Name of Person Auth to Sign" Title:"Insert Title" Date:_____

INDIANA ADDENDUM
TO FRANCHISE AGREEMENT

In recognition of the requirements of the Indiana Deceptive Franchise Practices Law, Indiana Code §§ 23-2-2.7-1 through 23-2-2.7-10, and the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2-2.5-1 through 23-2-2-2.5-51, the Franchise Agreement, for franchises offered and sold in the State of Indiana or to Indiana residents, is amended to include the following:

1. The laws of the State of Indiana supersede any provisions of the Franchise Agreement, or Georgia law if these provisions are in conflict with Indiana law. The Franchise Agreement will be governed by Indiana law, rather than Georgia law as stated in Section 22.5 (Applicable Law) of the Franchise Agreement.

2. Venue for litigation will not be limited to Georgia, as specified in Section 19.1 (Dispute Resolution) of the Franchise Agreement.

3. The prohibition by Indiana Code 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as "a material breach of the franchise agreement," will supersede the provisions of Section 17 (Default and Termination) of the Franchise Agreement in the State of Indiana to the extent they may be inconsistent with this prohibition.

4. No release language stated in the Franchise Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the laws on franchising of the State of Indiana.

5. Section 15.4.B. (Post-Term) of the Franchise Agreement is revised to limit the geographical extent of the post-term covenant not to compete to an area of reasonable size for all franchises sold in the State of Indiana.

6. Section 15.5 (Remedies) of the Franchise Agreement will not apply to franchises offered and sold in the State of Indiana.

7. Notwithstanding the terms of Section 4 (Territorial Rights) of the Franchise Agreement, we will not compete unfairly with you within a reasonable area.

FRANCHISOR:	**FRANCHISEE:**
Jamba Juice Franchisor SPV LLC	**"Insert Company Name"** **a"Insert State and Type of Organization"**
By:_____ Name:_____ Title:_____ Date:_____	By:_____ Name: "Insert Name of Person Auth to Sign" Title:"Insert Title" Date:_____

INDIANA ADDENDUM
TO PERSONAL COVENANTS AGREEMENT

Notwithstanding anything to the contrary stated in the Personal Covenants Agreement, the following provisions will supersede and apply:

1. The Personal Covenants Agreement is revised to limit the geographical extent of the covenant not to compete to an area of reasonable size for all franchises sold in the State of Indiana.

FRANCHISOR:

Jamba Juice Franchisor SPV LLC

By:_____
Name:_____
Title:_____

Date:_____

FRANCHISEE:

"Insert Company Name"
a"Insert State and Type of Organization"

By:_____
Name: "Insert Name of Person Auth to Sign"
Title:"Insert Title"

Date:_____

MARYLAND ADDENDUM
TO FRANCHISE AGREEMENT

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§ 14-201 through 14-233, the Franchise Agreement, for franchises offered and sold in the State of Maryland or to Maryland residents, is amended to include the following:

1. No release language required by Section 2.2.B(iii) of the Franchise Agreement (concerning conditions precedent to renewal), or Section 16.3.I. of the Franchise Agreement (concerning conditions precedent to transfer), will relieve us or any other person, directly or indirectly, from liability imposed by the Maryland Franchise Registration and Disclosure Law.

2. You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Section 20.3 (General Release) of the Franchise Agreement is amended to include the following:

   The general release required as a condition of sale shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

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

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

FRANCHISOR:	**FRANCHISEE:**
Jamba Juice Franchisor SPV LLC	**"Insert Company Name"** **a"Insert State and Type of Organization"**
By:_____ Name:_____ Title:_____ Date:_____	By:_____ Name: "Insert Name of Person Auth to Sign" Title:"Insert Title" Date:_____

MINNESOTA ADDENDUM
TO FRANCHISE AGREEMENT

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Franchise Agreement, for franchises offered and sold in the State of Minnesota or to Minnesota residents, is amended to include the following:

1. Section 9 (Intellectual Property) of the Franchise Agreement is amended by adding the following language:

   9.8 The Minnesota Department of Commerce requires that we indemnify you against liability to third parties resulting from claims by third parties that your use of our trademark infringes trademark rights of the third party. We do not indemnify against the consequences of your use of our trademark except in accordance with the requirements of the Agreement, and, as a condition to indemnification, you must provide notice to us of any claim within 10 days and tender the defense of the claim to us. If we accept the tender of defense, we have 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.

2. Any general release language contained in the Franchise Agreement will not relieve us or any other person, directly or indirectly, from liability imposed by the Minnesota Franchises Law.

3. Section 16.3.I. (Control Transfer) of the Franchise Agreement is amended by adding the following punctuation and language at the end of this section, before the period: "; provided, however, this release will not apply to claims as you may have under the Minnesota Franchises Law and the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce."

4. Section 16 (Transfer) of the Franchise Agreement will be supplemented by adding of the following as Section 16.11 of the Franchise Agreement, which will be considered an integral part of the Franchise Agreement:

   Minnesota law provides you with certain transfer rights. In sum, Minn. Stat. § 80C.14 (subd. 5) currently requires, except in certain specified cases, that consent to the transfer of the Franchise not be unreasonably withheld.

5. Section 17 (Default and Termination) of the Franchise Agreement will be supplemented by adding the following as Section 17.6 of the Franchise Agreement, which will be considered an integral part of the Franchise Agreement:

   Minnesota law provides you with certain termination rights. In sum, Minn. Stat. § 80C.14 (subds. 3 and 5) currently requires, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of nonrenewal of this Agreement, and that consent to the transfer of the Franchise not be unreasonably withheld.

6. Section 19.4 (Limitation of Claims) of the Franchise Agreement is amended by adding the following language:

Notwithstanding the foregoing, any and all claims arising under the Minnesota Franchises Law may be brought within 3 years from the date on which the cause of action accrues.

7. Section 20 (Miscellaneous) of the Franchise Agreement will be supplemented by the addition of the following Sections, which will be considered an integral part of the Agreement:

20.8 The general release language contained in this Agreement will not relieve us or any other person, directly or indirectly, from liability imposed by the Minnesota Franchise Investment Law.

20.9 Minn. Stat. Sec 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. Nothing in the Franchise Disclosure Document or this Agreement can abrogate or reduce any of your rights provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

FRANCHISOR:

Jamba Juice Franchisor SPV LLC

By:_____
Name:_____
Title:_____

Date:_____

FRANCHISEE:

"Insert Company Name"
a"Insert State and Type of Organization"

By:_____
Name: "Insert Name of Person Auth to Sign"
Title:"Insert Title"

Date:_____

NEW YORK ADDENDUM
TO FRANCHISE AGREEMENT

In recognition of the requirements of the General Business Law of the State of New York, Article 33, Sections 680 through 695, the Franchise Agreement, for franchises offered and sold in the State of New York or to New York residents, is amended to include the following:

1. Sections 2.2.B(iii) (Conditions for Renewal Term), 16.3.I. (Control Transfer), and 20.3 (General Release) of the Franchise Agreement, are amended to add the following language immediately following the requirement that you sign a General Release:

   Provided, however, that 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 will remain in force; it being the intent of this proviso that the non-waiver provisions of GBL, Section 687.4 and 687.5 be satisfied.

2. Section 17.1 (Your Termination and Notice of Our Breach) is amended to add the following sentence at the end of the Section:

   Notwithstanding the foregoing, you may terminate this Agreement on any grounds available by law under the provisions of Article 33 of the General Business Law of the State of New York.

3. Section 22.5 (Applicable Law) of the Franchise Agreement is amended to add the following sentence at the end of the Section:

   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.

FRANCHISOR:	**FRANCHISEE:**
Jamba Juice Franchisor SPV LLC	**"Insert Company Name"** **a"Insert State and Type of Organization"**
By:_____ Name:_____ Title:_____ Date:_____	By:_____ Name: "Insert Name of Person Auth to Sign" Title:"Insert Title" Date:_____

NORTH DAKOTA ADDENDUM
TO FRANCHISE AGREEMENT

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code §§ 51-19-01 through 51-19-17, and the policies of the office of the State of North Dakota Securities Commission, the Franchise Agreement, for franchises offered and sold in the State of North Dakota or to North Dakota residents, is amended to include the following:

1. Any general release language contained in the Franchise Agreement will not relieve us or any other person, directly or indirectly, from any liability imposed by the North Dakota Franchise Investment Law.

2. Section 15.4 (Restrictive Covenants) of the Franchise Agreement is amended by adding the following: "Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota."

3. Section 16.3.I. (Control Transfer) of the Franchise Agreement is amended by adding the following punctuation and language at the end of this section, before the period: "; provided, however, this release will not apply to claims as you may have under the North Dakota Franchise Investment Law."

4. The third sentence of Section 19.1.A. (Arbitration) is deleted.

5. Section 19.4 (Limitation of Claims) of the Franchise Agreement is modified to state that the statute of limitations under North Dakota Law will apply.

6. Section 19.5 (Waiver of Jury Trial) of the Franchise Agreement is deleted.

7. The provisions of the Franchise Agreement on governing law, jurisdiction, and choice of law will not be a waiver of any right conferred on you by the North Dakota Franchise Investment Law.

FRANCHISOR:	**FRANCHISEE:**
Jamba Juice Franchisor SPV LLC	**"Insert Company Name"** **a"Insert State and Type of Organization"**
By:_____ Name:_____ Title:_____ Date:_____	By:_____ Name: "Insert Name of Person Auth to Sign" Title:"Insert Title" Date:_____

RHODE ISLAND ADDENDUM
TO FRANCHISE AGREEMENT

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the Franchise Agreement, for franchises offered and sold in the State of Rhode Island or to Rhode Island residents, is amended to include the following:

1. Section 19-28.1.-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

FRANCHISOR:	**FRANCHISEE:**
Jamba Juice Franchisor SPV LLC	**"Insert Company Name"** **a"Insert State and Type of Organization"**
By:_____ Name:_____ Title:_____	By:_____ Name: "Insert Name of Person Auth to Sign" Title:"Insert Title"
Date:_____	Date:_____

WASHINGTON ADDENDUM
TO FRANCHISE AGREEMENT

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, the Franchise Agreement, for franchises offered and sold in the State of Washington, is amended to include the following:

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

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

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

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

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

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

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

8. Franchisees who receive financial incentives to refer franchise prospects to franchisors may be required to register as franchise brokers under the laws of Washington State

9. Section 5.2 (Our Assistance) of the Agreement is amended by deleting the clause: “and should not rely on any information from us in selecting the Proposed Location.”

10. Section 21.1 (Your Acknowledgements) of the Agreement is amended by deleting numerette (iv).

11. Section 21.3 (Financial Performance Representations) of the Agreement is amended by deleting the following sentence: “In entering into this Agreement, you are not relying upon any information furnished by us or our representatives other than the information contained in this Agreement and the FDD.”

FRANCHISOR:	**FRANCHISEE:**
Jamba Juice Franchisor SPV LLC	**"Insert Company Name"** **a"Insert State and Type of Organization"**
By:_____ Name:_____ Title:_____ Date:_____	By:_____ Name: "Insert Name of Person Auth to Sign" Title:"Insert Title" Date:_____

SCHEDULE E

MULTI-UNIT ADDENDUM

(If Offered)

MULTI-UNIT ADDENDUM

This Multi-Unit Addendum (the "**MU Addendum**") is signed as of _____ between Jamba Juice Franchisor SPV LLC, a Delaware limited liability company ("**we**" or "**us**") and «Z1_First_Name» «Z1_Last_Name», a «Z1_State_of_Formation» «Z1_Entity_Type», «Z2_First_Name» «Z2_Last_Name», a «Z2_State_of_Formation» «Z2_Entity_Type», «Z3_First_Name» «Z3_Last_Name», a «Z3_State_of_Formation» «Z3_Entity_Type», «Z4_First_Name» «Z4_Last_Name», a «Z4_State_of_Formation» «Z4_Entity_Type», «Z5_First_Name» «Z5_Last_Name» ("**you**").

BACKGROUND:

A. We and you entered into franchise agreements of even date with this MU Addendum listed in Appendix A attached hereto, whereby we granted and you accepted licenses to operate Franchised Businesses to be located within the Site Selection Areas listed in Appendix A (the "**MUA Franchise Agreements**"). (All capitalized terms in this MU Addendum shall have the meaning assigned to them in the MUA Franchise Agreements, unless otherwise defined in this MU Addendum.)

B. It is intended that you will develop and open the Franchised Businesses licensed under the MUA Franchise Agreements (the "**MUA Businesses**") in accordance with the terms of the MUA Franchise Agreements as amended by this MU Addendum.

NOW THEREFORE, in consideration of the promises contained herein and for other good and valuable consideration, the parties agree as follows:

1. Initial Franchise Fees. You must pay us all of the Initial Franchise Fees under each of the MUA Franchise Agreements in a lump sum upon execution of the MUA Franchise Agreements. We have no obligation to refund any portion of the Initial Franchise Fees to you, even if this Addendum or any of the MUA Franchise Agreements are terminated and/or you fail to develop one or more of the MUA Businesses.

2. Site Selection Areas. You acknowledge that you do not have any exclusive or protected rights with respect to the Site Selection Areas listed on Appendix A. Among other rights that we reserve, we may open and operate, or license third parties to open and operate, Businesses using the Marks and the System anywhere.

3. Opening and Development Deadlines. The Site Approval Deadline, the Construction Start Deadline, and the Opening Deadline set forth in Section 15 of Schedule A of each MUA Franchise Agreements is hereby amended by deleting such deadlines and replacing them with the deadlines set forth in Appendix B attached hereto. The amended schedule of deadlines shall be referred to herein as the "Development Schedule."

4. Requests for Extensions. If you are diligently working to comply with the Development Schedule and are still unable to meet one or more deadline therein, you may request an extension before the expiration of such applicable deadline(s). We have the right to require you to pay a $2,500 extension fee for each extended deadline, if we agree to modify (or if you miss) any of the deadlines. We are not obligated to extend any deadlines.

5. Termination of MUA Franchise Agreements. If you (i) fail to comply with any of the deadlines set forth in the Development Schedule and we have not granted an extension of such

deadline(s) or (ii) any other agreement between you and us or our affiliates is terminated, we may, in our sole discretion, terminate this Addendum and/or any or all of the remaining MUA Franchise Agreements for which you have not yet opened a MUA Business. For the avoidance of doubt, if you fail to comply with any of the deadlines set forth in the Development Schedule, such default shall not be grounds for us to terminate any MUA Franchise Agreements that are in effect for Franchised Businesses that are already open and operating at the time of such default.

6. Confidential Information. This MU Addendum and the terms contained herein are deemed Confidential Information under the terms of the MUA Franchise Agreements.

7. Effect of MU Addendum. In the event of any inconsistency between the terms of the MUA Franchise Agreements and the terms of this MU Addendum, the terms of this MU Addendum will supersede and control. In all other respects, the terms of the MUA Franchise Agreements are ratified and confirmed.

IN WITNESS WHEREOF, EACH OF THE UNDERSIGNED HAS EXECUTED THIS MU ADDENDUM UNDER SEAL AS OF THE DATE LISTED ABOVE.

FRANCHISOR:

Jamba Juice Franchisor SPV LLC
a Delaware limited liability company

By:_____
Name: **Tim Goodman**
Title: Senior Vice President
Franchise Administration

Date: _____

FRANCHISEE:

«Z1_First_Name» «Z1_Last_Name»
a «Z1_State_of_Formation» «Z1_Entity_Type»

By:_____
Name: «Signee_1_name»
Title: «Signee_1_title»

Date:_____

Appendix A
To the Multi-Unit Addendum

MUA Franchise Agreements

Unit Number	Site Selection Area

Appendix B
To the Multi-Unit Addendum

DEVELOPMENT SCHEDULE

The first MUA Business to satisfy the requirements of the Site Approval Deadline shall be subject to the deadlines listed below for the 1st MUA Business. The second MUA Business to satisfy the requirements of the Site Approval Deadline shall be subject to the deadlines listed below for the 2nd MUA Business, and so on. If no MUA Businesses have satisfied the required development milestones by a Site Approval Deadline, we shall have the right to terminate the MU Addendum and the related MUA Franchise Agreements in accordance with Section 5 of the MU Addendum.

MUA Business Under Development	Site Approval Deadline (Section 6.5.A. of the MUA Agreements)	Construction Start Deadline (Section 6.5.B. of the MUA Agreements)	Opening Deadline (Section 6.5.C. of the MUA Agreements)
1st MUA Business			
2nd MUA Business			
3rd MUA Business			
4th MUA Business			
5th MUA Business			
6th MUA Business			
7th MUA Business			
8th MUA Business			
9th MUA Business			
10th MUA Business			

EXHIBIT C

OTHER AGREEMENTS

JAMBA FOOD TRUCK SCHEDULE

If you will be operating a Food Truck, the following Schedule will replace Schedule A of the Franchise Agreement that is attached as Exhibit B to this Disclosure Document.

SCHEDULE A

FRANCHISE SPECIFIC TERMS

(JAMBA® FOOD TRUCK)

1. **"Effective Date"** means: _____

2. **"Franchisor"** means: Jamba Juice Franchisor SPV LLC, a Delaware limited liability company

3. **"Franchisee"** means: **«Z1_First_Name» «Z1_Last_Name», a «Z1_State_of_Formation» «Z1_Entity_Type», «Z2_First_Name» «Z2_Last_Name», a «Z2_State_of_Formation» «Z2_Entity_Type»«Z3_First_Name» «Z3_Last_Name», a «Z3_State_of_Formation» «Z3_Entity_Type»«Z4_First_Name» «Z4_Last_Name», a «Z4_State_of_Formation» «Z4_Entity_Type»«Z5_First_Name» «Z5_Last_Name»**

4. **Recital A: "Approved Products"** means specific juices, smoothies, frozen yogurt, snack, and other food items prepared in accordance with our recipes, standards, and specifications and other related food products, beverage products, ancillary products (such as books, juicers, cups, coolers, hats, t-shirts, and novelty items), and services we approve.

5. **Recital A:** The **"Primary Mark"** is: JAMBA®

6. **Section 1.1 (Accepted Location):**

   Because you are operating a mobile food truck, the Accepted Location means any locations we approve pursuant to Section 5.3 (Acceptance of Proposed Location) and the following pre-approved locations: _____. The commissary for your Franchised Business will be: «location_name», «store_street_address», «store_city», «store_state» «store_zip».

7. **Section 1.4.A. (Owners of Equity):** Below is a complete list of your Owners and breakdown of your ownership structure:

8. **Section 3.1 (Initial Franchise Fee):** The Initial Franchise Fee shall be equal to $10,500.

9. **Section 3.2.A. (Royalty Fee):**

   The Royalty Fee shall be 6% of the Net Sales of the Franchised Business, payable each week on the Net Sales of the Franchised Business for the preceding week (or on any other basis stated in the Manuals or in our written notice to you).

10. **Section 3.2.B. (Advertising Contribution):**

    The Advertising Contribution shall be in an amount we determine, in our sole discretion, which when combined with the Local Marketing Obligation (as specified in Section 10.1.E. (Local Marketing Obligation)) shall not exceed 5% of the Net Sales of the Franchised Business, payable each week on the Net Sales of the Franchised Business for the

preceding week (or on any other basis stated in the Manuals or in our written notice to you).

11. Section 4.1 (Reserved Rights): The following provisions are added to Section 4.1 of the Agreement.

A. No Protected Rights. You do not have any protected or exclusive rights under this Agreement.

B. Our Reserved Rights. We reserve all rights that we do not expressly grant you in this Agreement. We and our affiliates have the right to conduct, or authorize third parties to conduct, any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on your Franchised Business. For example, without limitation, we have the following rights, without providing any rights or compensation to you:

1. We and/or our affiliates may establish or license franchises and/or company-owned businesses offering products or services that are similar or identical to the Approved Products using the System or elements of the System under the Marks or any other marks anywhere, including near your Accepted Location.

2. We and/or our affiliates may produce and/or sell Approved Products or any other products or services, and authorize others to produce and/or sell Approved Products or any other products or services, using the Marks, the System, and any other marks and/or systems we desire through any alternative channel of distribution located anywhere, including to and through (a) supermarkets, convenience stores, club stores, and other retail facilities not dedicated to the sale of the Approved Products, (b) mail order and e-commerce channels, and (c) kitchens devoted to the preparation of Products or Approved Products (often referred to as ghost, dark or cloud kitchens), which may use the Marks and may deliver to customers located anywhere.

3. We and/or our affiliates may advertise, or authorize others to advertise, using the Marks anywhere.

4. We and/or our affiliates may acquire, be acquired by, or merge with another entity with existing businesses or franchises that are similar to or competitive with the Businesses anywhere and (i) convert the other businesses to be Businesses operating under the Marks and the System, (ii) permit the other businesses to continue to operate under another name anywhere, and/or (iii) permit the businesses to operate under another name and convert your Franchised Business and existing Businesses to such other name.

12. Section 6.5 (Opening and Development Deadlines):

EVENT	COMPLETION DEADLINE
Site Approval Deadline (Section 6.5.A.)	Not applicable
Construction Start Deadline (Section 6.5.B.)	Within 90 days after the Effective Date
Opening Deadline (Section 6.5.C.)	Within 180 days after the Effective Date

13. Section 10.1.C. (Grand Opening Advertising):

Your Grand Opening Obligation is that you must spend at least $1,000 on grand opening advertising promoting the opening of your Franchised Business within the period beginning 4 weeks before the Opening Date and ending 8 weeks after the Opening Date. We may delay the Opening Date if you have not obtained our written approval of your grand opening advertising plan at least 30 days prior to the Opening Date.

14. Section 10.1.E. (Local Marketing Obligation):

Your Local Marketing Obligation shall be equal to 1% of the Net Sales of your Franchised Business per calendar quarter. We may change the Local Marketing Obligation in our sole discretion, provided that the required Advertising Contribution and Local Marketing Obligation shall not exceed 5% of the Net Sales of your Franchised Business.

15. Section 11.1.A (Required Trainees):

The Required Trainees shall consist of two Managers and any other individuals that we designate

16. Section 11.1.B (Training Fees):

We will provide the Management Training Program at no additional charge for any Required Trainees and a modified Management Training Program at no additional charge to your Primary Contact (if they are not also a Manager) for the first two Franchised Businesses that you or your affiliates operate. For the third and subsequent Franchised Businesses that you or your affiliates operate, if we require you or you elect to receive the Management Training Program from us or our designee, you must pay us our then-current initial training fee for all of your Required Trainees and Primary Contact to attend at the same time.

17. Section 11.1.D (Completion of Training):

All of your Required Trainees must successfully complete our Management Training Program at least two weeks before you are scheduled to open your Franchised Business.

18. Section 11.2 (On-Site Training):

If this is your first Franchised Business (including Franchised Businesses owned by your affiliates), we will send one or more of our representatives to the Franchised Business, at our expense, for a minimum of two days of On-Site Training concurrent with beginning operations.

19. Section 12.7 (Your Participation; Manager):

Your Franchised Business must employ at least two Managers who have successfully completed the Management Training Program and are dedicated to the Franchised Business.

20. Section 13.2 (Required Insurance)

Currently, you must obtain and maintain the following coverage:

A. Comprehensive General Liability Insurance, including Products & Completed Operations coverage with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate with a maximum $5,000 deductible per occurrence;

B. Dram Shop Liability (if you serve alcohol) with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate;

C. Statutory Workers' Compensation insurance, including employer's liability insurance, with limits not less than $500,000;

D. Automobile Liability insurance with a combined single limit of $1,000,000 for any owned, hired, or non-owned automobile used in connection with the Franchised Business;

E. "Follow Form" Umbrella/Excess Liability Policy with limits not less than $2,000,000 per occurrence and in the aggregate that is in excess of items 1, 2, 3 (employer's liability insurance only), and 4 above;

F. Business Property Insurance that extends coverage on a replacement cost basis for business personal property including electronic equipment, tenant improvements and betterments, and business income and extra expense, with covered causes of loss as "Special" or "All Risk" with coinsurance conditions not less than 80%, and further, if you are in a location that resides in FEMA Flood Zones beginning with the letters "A" or "V", coverage for Flood;

G. Employment Practices Liability insurance, including third-party coverage, with limits not less than $1,000,000 per employee and $1,000,000 per accident;

H. Cyber Liability insurance with limits not less than $1,000,000; and

I. Other insurance required by an applicable state or local authority.

If you obtain a claims made policy, you must provide a tail coverage policy for no less than one year after the expiration or termination of this Agreement or the

closure of the Franchised Business, whichever occurs first. The tail coverage limits must be equal to, or greater than, the limits provided in the prior policy.

21. Section 15.4 (Restrictive Covenants):

A "**Competing Product**" includes any products or services that are the same as or similar to any of the Approved Products.

22. Section 20.5 (Notices):

The notice address for the Franchisor shall be:

Jamba Juice Franchisor SPV LLC, 5620 Glenridge Drive NE, Atlanta, Georgia 30342, Attention: Legal Department

The notice address for the Franchisee shall be: «C1_contact_street», «C1_contact_city», «C1_contact_state» «C1_contact_zip».

23. Section 22.11 (Additional Terms; Inconsistent Terms): The following additional terms amend the applicable Sections of the Agreement:

A. Section 1.1 (Grant of Franchise) is deleted and replaced with the following:

1.1 Grant of Franchise. Subject to the terms of this Agreement, we grant to you, and you accept, a non-exclusive license to operate one Business using the Marks and the System (collectively, your **"Franchised Business"**). Your Franchised Business shall operate as Jamba® food truck (a "**Food Truck**"), which shall sell a limited selection of Approved Products designated by us. You may only operate the Food Truck within the geographic area specified in Schedule A (the "**Accepted Location**"), unless you receive our written consent to operate outside of the Accepted Location (which consent we may withhold or revoke at any time for any reason).

B. Section 2.1 (Initial Term) is deleted in its entirety and replaced with the following:

2.1 Initial Term. The initial term of this Agreement (the **"Initial Term"**) will begin on the Effective Date and will end five years from the date that your Franchised Business opens for business (the **"Opening Date"**), unless this Agreement is terminated sooner as provided in other sections of this Agreement.

C. Section 2.2 (Renewal Term) is amended by deleting the first sentence and replacing it with the following sentence:

We may, in our sole discretion, grant you one additional five-year term (the "**Renewal Term**,**"** and collectively, with the Initial Term, the **"Term"**).

D. Section 2.2.B.(i) (Conditions for Renewal Term) is deleted in its entirety and replaced with the following:

(i) Agree in writing that, before the Renewal Term begins, you will make any upgrades required so that the Franchised Business will reflect our then-current Standards.

E. 2.2.B.(ii) (Conditions for Renewal Term) is amended to replace "then-current Initial Franchise Fee" with "then-current Initial Franchise Fee for a Food Truck."

F. Section 4.3 (Catering and Delivery Services) is deleted in its entirety.

G. Section 5.3 (Acceptance of Proposed Location) is deleted and replaced with the following:

You may operate your Food Truck from multiple Accepted Locations. You must obtain our written approval, which we may withhold in our sole discretion, if you would like to operate from any additional locations. You will provide us with all material we request to evaluate the suitability of each Proposed Location, including any related agreements (such as leases or concessions agreements) with any owner of the facility or private space in which you desire to operate (if any) ("**Site Agreements**"). We will provide you with our acceptance or non-acceptance of the Proposed Location within 15 days after you deliver the last item of materials we request, and our determination will be final. If we approve a Proposed Location in writing, we will designate it as an "Accepted Location" under this Agreement. Our acceptance of any Proposed Location is our agreement that the Proposed Location satisfies our selection criteria only and will not be construed as a representation or warranty that the operation of the Franchised Business at the Proposed Site will be successful. You must ensure that the Site Agreements comply with any terms set forth in the Manuals and do not have any terms inconsistent with this Agreement. You may not execute any Site Agreements until you receive our written approval for the Accepted Location, and you must duly and timely perform all terms under the Site Agreements and. We may withdraw our approval for previously-approved Accepted Locations in our sole discretion.

H. Section 5.4 (Site Acquisition) and Section 5.5 (Relocation of the Franchised Business) are deleted in their entirety.

I. Section 6 (Leasehold Improvements) is amended by adding the following as a new Section 6.6:

Food Truck Acquisition. You must acquire the Food Truck and related equipment from our designated Supplier, which may be us or one of our affiliates. You must obtain our written approval for the design of, and any initial or subsequent modifications to, the Food Truck.

J. Section 7.2 (Approved Products) is amended by adding the following sentence at the end of Section 7.2:

Notwithstanding the foregoing, you acknowledge that we only authorize Food Trucks to produce and sell a limited selection of Approved Products, as may be modified by us from time to time in writing. Your menu offering will be determined by us prior to the Opening Date.

K. Section 7.6 (Test Marketing) is deleted in its entirety.

L. Section 8.2 (Compliance with the System) is amended by adding the following:

> You agree to operate the Franchised Business in strict compliance with the Standards, except that the Franchised Business is permitted to sell a limited selection of Approved Products.

M. Section 12.6 (Refreshes and Remodels) is deleted in its entirety.

N. Section 12.10 (Hours of Operation) is deleted in its entirety.

O. Sections 16.3.K. (Control Transfer), 16.4 (Non-Control Transfers), 16.5 (Related Party Transfers), and 18.2.D. (Reinstatement Fee) are revised to replace each instance of "then-current Initial Franchise Fee" with "then-current initial franchise fee for a Food Truck."

P. Section 17.2 (Our Termination; No Opportunity to Cure) is amended by adding the following Section 17.2.M.:

> 17.2.M. If you operate a Food Truck in a third-party facility or space and you fail to comply with any of the terms of the Site Agreement or Site Agreement is terminated or (if it is your only Accepted Location) expires.

[SCHEDULE A SIGNATURE PAGE FOLLOWS]

Signature Page for Schedule A (Franchise Specific Terms)

FRANCHISOR:

Jamba Juice Franchisor SPV LLC
a Delaware limited liability company

By:_____
Name: **Tim Goodman**
Title: Senior Vice President
Franchise Administration

Date:_____

FRANCHISEE:

«Z1_First_Name» «Z1_Last_Name»
a «Z1_State_of_Formation»
«Z1_Entity_Type»

By:_____
Name: «Signee_1_name»
Title: «Signee_1_title»

Date:_____

By: _____
Name: «Signee_2_name»
Title: «Signee_2_title»

Date: _____

JAMBA ROBOTIC KIOSK SCHEDULE

If you will be operating a Robotic Kiosk, the following Schedule will replace Schedule A of the Franchise Agreement that is attached as Exhibit B to this Disclosure Document.

SCHEDULE A

FRANCHISE SPECIFIC TERMS

(JAMBA® BY BLENDID® KIOSK)

1. **"Effective Date"** means: _____

2. **"Franchisor"** means: Jamba Juice Franchisor SPV LLC, a Delaware limited liability company

3. **"Franchisee"** means: **«Z1_First_Name» «Z1_Last_Name», a «Z1_State_of_Formation» «Z1_Entity_Type», «Z2_First_Name» «Z2_Last_Name», a «Z2_State_of_Formation» «Z2_Entity_Type»«Z3_First_Name» «Z3_Last_Name», a «Z3_State_of_Formation» «Z3_Entity_Type»«Z4_First_Name» «Z4_Last_Name», a «Z4_State_of_Formation» «Z4_Entity_Type»«Z5_First_Name» «Z5_Last_Name»**

4. **Recital A: "Approved Products"** means specific juices, smoothies, and other food items prepared in accordance with our recipes, standards, and specifications and other related products and services we approve.

5. **Recital A:** The **"Primary Mark"** is: JAMBA® and JAMBA® by Blendid®

6. **Section 1.1 (Accepted Location):**

   The Accepted Location for your Franchised Business will be: «location_name», «store_street_address», «store_city», «store_state» «store_zip».

7. **Section 1.4.A. (Owners of Equity):** Below is a complete list of your Owners and breakdown of your ownership structure:

8. **Section 3.1 (Initial Franchise Fee):** $9,250

9. **Section 3.2.A. (Royalty Fee):**

   The Royalty Fee shall be 7% of the Net Sales of the Franchised Business, payable each Monday on the Net Sales of the Franchised Business in the week before the immediately preceding week (or on any other basis stated in the Manuals or in our written notice to you).

10. **Section 3.2.B. (Advertising Contribution):**

    The Advertising Contribution shall be 1% of the Net Sales of the Franchised Business, payable each week on the Net Sales of the Franchised Business for the preceding week (or on any other basis stated in the Manuals or in our written notice to you).

11. **Section 4.1 (Reserved Rights):** The following provisions are added to Section 4.1 of the Agreement.

    A. No Protected Rights. You do not have any protected or exclusive rights under this Agreement.

B. Our Reserved Rights. We reserve all rights that we do not expressly grant you in this Agreement. We and our affiliates have the right to conduct, or authorize third parties to conduct, any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on your Franchised Business. For example, without limitation, we have the following rights, without providing any rights or compensation to you:

(1) We and/or our affiliates may establish or license franchises and/or company-owned businesses offering products or services that are similar or identical to the Approved Products using the System or elements of the System under the Marks or any other marks anywhere, including within or near your Accepted Location.

(2) We and/or our affiliates may produce and/or sell Approved Products or any other products or services, and authorize others to produce and/or sell Approved Products or any other products or services, using the Marks, the System, and any other marks and/or systems we desire through any alternative channel of distribution located anywhere, including to and through (a) supermarkets, convenience stores, club stores, and other retail facilities not dedicated to the sale of the Approved Products, (b) mail order and e-commerce channels, and (c) kitchens devoted to the preparation of products or Approved Products (often referred to as ghost, dark or cloud kitchens), which may use the Marks and may deliver to customers located anywhere.

(3) We and/or our affiliates may advertise, or authorize others to advertise, using the Marks anywhere.

(4) We and/or our affiliates may acquire, be acquired by, or merge with another entity with existing businesses or franchises that are similar to or competitive with the Businesses anywhere and (i) convert the other businesses to be Businesses operating under the Marks and the System, (ii) permit the other businesses to continue to operate under another name anywhere, and/or (iii) permit the businesses to operate under another name and convert your Franchised Business and existing Businesses to such other name.

12. Section 6.5 (Opening and Development Deadlines):

EVENT	COMPLETION DEADLINE
Site Approval Deadline (Section 6.5.A.)	Within 30 days after the Effective Date
Site Preparation Deadline (Section 6.5.B.)	30 days before the scheduled delivery date of the Robotic Kiosk to the Accepted Location
Opening Deadline (Section 6.5.C.)	Within 30 days after the delivery of the Robotic Kiosk to the Accepted Location

13. Section 10.1.C. (Grand Opening Advertising):

Your Grand Opening Obligation is that you must spend at least $1,000 on grand opening advertising promoting the opening of your Franchised Business within the period beginning 4 weeks before the Opening Date and ending 8 weeks after the Opening Date.

We may delay the Opening Date if you have not obtained our written approval of your grand opening advertising plan at least 30 days prior to the Opening Date.

14. Section 10.1.E. (Local Marketing Obligation):

Your Local Marketing Obligation shall be equal to 1% of the Net Sales of your Franchised Business per calendar quarter.

15. Section 11.1.A (Required Trainees):

The Required Trainee shall consist of one of your Owners or your Primary Contact.

16. Section 11.1.B (Training Fees):

We will provide a modified Management Training Program at no additional charge for any Required Trainees.

17. Section 11.1.D (Completion of Training):

Your Required Trainee must successfully complete our modified Management Training Program at least one week before you are scheduled to open your Franchised Business. In addition, your Required Trainee must successfully complete any initial training program provided by Blendid, at your expense.

18. Section 11.2 (On-Site Training):

We are not required to provide any On-Site Training. Your Required Trainee must participate in on-site training provided by Blendid, at your expense.

19. Section 12.7 (Your Participation; Manager):

Your Franchised Business must employ at least one Manager who has successfully completed the Initial Training Program.

20. Section 13.2 (Required Insurance)

Currently, you must obtain and maintain the following coverage:

1. Comprehensive General Liability Insurance, including Products & Completed Operations coverage with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate with a maximum $5,000 deductible per occurrence;

2. Statutory Workers' Compensation insurance, including employer's liability insurance, with limits not less than $500,000;

3. Automobile Liability insurance with a combined single limit of $1,000,000 for any owned, hired, or non-owned automobile used in connection with the Franchised Business;

4. "Follow Form" Umbrella/Excess Liability Policy with limits not less than $2,000,000 per occurrence and in the aggregate that is in excess of items 1, 2, 3 (employer's liability insurance only), and 4 above;

5. Business Property Insurance that extends coverage on a replacement cost basis for business personal property including electronic equipment, tenant improvements and betterments, and business income and extra expense, with covered causes of loss as "Special" or "All Risk" with coinsurance conditions not less than 80%, and further, if you are in a location that resides in FEMA Flood Zones beginning with the letters "A" or "V", coverage for Flood;

6. Employment Practices Liability insurance, including third-party coverage, with limits not less than $1,000,000 per employee and $1,000,000 per accident;

7. Cyber Liability insurance with limits not less than $1,000,000; and

8. Other insurance required by an applicable state or local authority.

If you obtain a claims made policy, you must provide a tail coverage policy for no less than one year after the expiration or termination of this Agreement or the closure of the Franchised Business, whichever occurs first. The tail coverage limits must be equal to, or greater than, the limits provided in the prior policy.

21. Section 15.4 (Restrictive Covenants):

A "**Competing Product**" includes any smoothie or fresh or frozen fruit and/or vegetable juice-type product.

22. Section 20.5 (Notices):

The notice address for the Franchisor shall be:

Jamba Juice Franchisor SPV LLC, 5620 Glenridge Drive NE, Atlanta, Georgia 30342, Attention: Legal Department

The notice address for the Franchisee shall be: «C1_contact_street», «C1_contact_city», «C1_contact_state» «C1_contact_zip».

23. Section 22.11 (Additional Terms; Inconsistent Terms): The following additional terms amend the applicable Sections of the Agreement:

A. **Section 1.1 (Grant of Franchise)** is amended to add the following sentence:

Your Franchised Business shall only be permitted to operate using an autonomous, self-contained robotic food kiosk system known as "Blendid" (a "**Robotic Kiosk**"), which shall make and sell a limited selection of Approved Products designated by us. The Robotic Kiosk shall be operated in another facility, which shall be referred to as the **"Host Facility"**.

B. **Section 2.1 (Initial Term)** is deleted in its entirety and replaced with the following:

> 2.1 Initial Term. The initial term of this Agreement (the **"Initial Term"**) will begin on the Effective Date and will end five years from the date that your Franchised Business opens for business (the **"Opening Date"**), unless this Agreement is terminated sooner as provided in other sections of this Agreement.

C. **Section 2.2 (Renewal Term)** is amended by deleting the first sentence and replacing it with the following sentence:

> We may, in our sole discretion, grant you one additional five-year term (the "**Renewal Term**,**"** and collectively, with the Initial Term, the **"Term"**).

D. **Section 2.2.B.(i) (Conditions for Renewal Term)** is deleted in its entirety and replaced with the following:

> (i) Agree in writing that, before the Renewal Term begins, you must, at your sole expense and in accordance with our then-current Standards and directives, refresh, refurbish, and renovate the Franchised Business to meet our then-current operational and branding Standards;

E. **2.2.B.(ii) (Conditions for Renewal Term)** is amended by deleting "and pay a renewal fee equal to 20% of the amount of the then-current Initial Franchise Fee" with "and pay a renewal fee equal to 50% of the amount of the then-current Initial Franchise Fee for Robotic Kiosks."

F. **Section 4.3 (Catering and Delivery Services)** is deleted in its entirety and replaced with the following:

> You may not offer catering services or delivery services from the Franchised Business.

G. **Section 5.4.C. (Preferred Lease Terms)** is amended by deleting numerette (viii).

H. **Section 6.2 (Architectural Plans)** is amended by deleting the first sentence and replacing it with the following sentence:

> We will provide you with a sample layout and design for the exterior and interior of a space that incorporates a Robotic Kiosk and specifications for fixtures, equipment, and décor.

I. **Section 6 (Leasehold Improvements**) is amended by adding the following Section 6.6:

> Section 6.6 Robotic Kiosk.
>
> 1. Relationship with Blendid. You acknowledge that the Robotic Kiosk is comprised of proprietary equipment and software that has been designed by, and will be manufactured, installed, and serviced by, a third-party supplier, 6d Bytes Inc. ("**Blendid**"). Though one of our affiliates has made a minority investment in Blendid, we and such affiliate do not have the right to control or manage Blendid

and are not controlled by or under common control with Blendid. We have entered into an agreement with Blendid in which Blendid has agreed to supply us with Robotic Kiosks to resell to our franchisees.

2. Purchase of Robotic Kiosk. You must purchase or lease the Robotic Kiosk and related equipment from us or our affiliate, unless we designate another Supplier. The purchase price for the Robotic Kiosk will be $125,000 (the "**Purchase Price**"), which includes delivery to the Accepted Location and installation by Blendid but does not include site preparation work (which you are responsible for arranging at your expense).

3. Operation of Kiosk. You will be required to enter into a Service Level Agreement directly with Blendid (the "**Blendid Agreement**"), in which Blendid will agree to provide you with ongoing maintenance services, repair services, software-related services, and remote monitoring services that are necessary to continue to operate the Robotic Kiosk (the "**Blendid Services**"). You will be required to pay Blendid an ongoing monthly service fee for the Blendid Services, pursuant to the Blendid Agreement.

4. Reliance on Blendid. You acknowledge and agree that, because the Robotic Kiosk is proprietary to Blendid, your ability to operate the Robotic Kiosk is reliant on Blendid continuing to provide the Blendid Services in accordance with the Blendid Agreement. You acknowledge and agree that you have conducted due diligence with respect to Blendid and are aware that (i) Blendid has a limited operating history; (ii) Blendid is the only source of the Robotic Kiosk, the related parts and components, and the Blendid Services, which are necessary to continue to operate the Robotic Kiosk; (iii) the Robotic Kiosk incorporates new technologies and equipment that have a limited operating history and may require significant maintenance and repair over the course of the Term; and (iv) if the Robotic Kiosk is not functioning properly or requires repairs or parts, the Franchised Business may not be able to continue to operate for an extended or indefinite period of time if Blendid is unable to promptly make such repairs or procure such parts. If Blendid ceases to operate or breaches the Blendid Agreement, we and our affiliates are not obligated to, and will not, provide the Blendid Services or identify alternative suppliers to provide the Blendid Services. We and our affiliates make no promises, representations, or guarantees regarding the performance of the Robotic Kiosk, benefits or quality of the Blendid Services, and/or the capability and business acumen of Blendid's owners, officers, directors, and executive management personnel.

5. Disclaimer of Warranty Related to the Robotic Kiosk and the Blendid Services. **WE AND OUR AFFILIATES EXPRESSLY EXCLUDE AND DISCLAIM ALL WARRANTIES OF ANY KIND WITH RESPECT TO THE ROBOTIC KIOSK AND THE BLENDID SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS.** This disclaimer of warranties does not affect any claims you may have against Blendid or any warranties that Blendid may provide.

6. No Liability for the Robotic Kiosk or the Blendid Services**. YOUR EXCLUSIVE REMEDY FOR ALL CLAIMS RELATED TO THE ROBOTIC KIOSK AND THE BLENDID SERVICES IS LIMITED TO YOUR REMEDIES AGAINST BLENDID. WE AND OUR AFFILIATES WILL NOT BE LIABLE FOR, OR IN ANY WAY RESPONSIBLE FOR, ANY LOSSES OR DAMAGES (INCLUDING ACTUAL, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, MULTIPLIED, EXEMPLARY, OR PUNITIVE OR OTHERWISE) RELATING TO THE ROBOTIC KIOSK (INCLUDING THE DELIVERY, INSTALLATION, OPERATION, OR FAILED OPERATION OF THE ROBOTIC KIOSK) OR BLENDID'S PROVISION OF, OR FAILURE TO PROVIDE, THE BLENDID SERVICES.**

J. **Section 6.5.B (Construction State Deadline)** is deleted and replaced with the following:

Site Preparation Deadline. You must (i) submit to us a complete set of final Architectural Plans, (ii) receive our written confirmation that we have accepted the Architectural Plans, and (iii) complete the preparation of the site, including installing any electrical or water lines and any flooring, walls, or fixtures that will surround the Robotic Kiosk, by the deadline specified in Schedule A (the **"Site Preparation Deadline"**). Any references to the "Construction Start Deadline" in this Agreement shall be deemed to refer to the Site Preparation Deadline.

K. **Section 7.2 (Approved Products)** is amended by adding the following sentence at the end of Section 7.2:

Notwithstanding the foregoing, you acknowledge that we only authorize Robotic Kiosks to produce and sell a limited selection of Approved Products, as may be modified by us from time to time in writing. Your menu offering will be determined by us prior to the Opening Date and may differ from other Businesses.

L. **Section 7.7 (Disclaimer of Warranties)** is amended by adding the following sentence:

For purposes of this Section 7.7, the Robotic Kiosk and Blendid Services are not included in the defined term "Sourced Products." For the avoidance of doubt, the disclaimer of warranties in Section 6.1.D. shall apply to the Robotic Kiosk and Blendid Services.

M. **Section 8.2 (Compliance with the System)** is amended by adding the following:

You agree to operate the Franchised Business in strict compliance with the Standards, except that the Franchised Business is permitted to sell a limited selection of Approved Products.

N. **Section 11.1.A (Required Trainees)** is amended by deleting the last sentence of Section 11.1.A and replacing it with the following:

As part of the Management Training Program, we require you to participate in, at your expense, and successfully complete the training program provided by Blendid relating to the proper operation and maintenance of the Robotic Kiosk.

O. **Section 11.1.G(i) (Management Training)** is amended by adding the following:

Currently, we do not require or permit you to provide the Management Training Program to any trainees.

P. **Section 12.6 (Refreshes and Remodels)** is deleted in its entirety.

Q. **Section 13.1.A. (Indemnification Obligation)** is amended by adding the following to the end of the first sentence:

; (vi) the installation or operation of the Robotic Kiosk; or (vii) the Blendid Services or the Blendid Agreement.

R. Sections 16.3.K. (Control Transfer) is amended by deleting it and replacing it with the following:

You must pay us a transfer fee equal to $4,375.

S. **Sections 16.4 (Non-Control Transfers), 16.5 (Related Party Transfers), and 18.2.D. (Reinstatement Fee)** are revised to replace each instance of "10% of the then-current initial franchise fee" with "$3,500."

T. **Section 17.2 (Our Termination; No Opportunity to Cure)** is amended by adding the following Sections:

17.2.M. you fail to comply with any of the terms of the Site Agreement or Site Agreement is terminated or expires;

17.2.N. the Host Facility or the Host Facility's brand deteriorates in quality or reputation such that, in our sole judgment, our association with the Host Facility or the Host Facility's brand is damaging or may damage the Jamba brand or the Marks; or

17.2.O. the Blendid Agreement expires or is terminated for any reason.

U. **Section 18.1 (General Obligations)** is amended by adding the following Section 18.1.H:

H. Make a commercially reasonable effort to resell the Robotic Kiosk to Blendid or one of our franchisees, provided that you must obtain our written consent before completing such a sale. If you are unable to sell the Robotic Kiosk to such a purchaser within 30 days after the termination or expiration date, you must dismantle and dispose of the Robotic Kiosk in accordance with our directions at your expense. You will not be permitted to operate the Robotic Kiosk under a different brand.

V. **Section 21 (Acknowledgements)** is amended by adding the following Section 21.4:

21.4 Robotic Kiosk Program. You acknowledge and agree that the Robotic Kiosk format is a new addition to our System. We do not have experience operating Robotic Kiosks or offering Robotic Kiosk franchises, which may differ materially in

operation from other Business formats. You acknowledge and agree that (i) we have not made any representations to you regarding the projected financial performance of a Robotic Kiosk; (ii) there is inherent risk in developing a new business format such as a Robotic Kiosk, which may be greater than the risk of developing or operating a traditional Business; (iii) there is inherent risk in purchasing a Robotic Kiosk that has had limited operating history and which relies so heavily on the performance of Blendid, a company with limited operating history, to provide the services necessary to ensure the Robotic Kiosk continues to operate; and (iv) you are relying on your own business acumen and independent research, analysis, investigation, and diligence into the Robotic Kiosk equipment and Blendid in deciding whether to purchase the Franchised Business and to utilize a Robotic Kiosk.

[SCHEDULE A SIGNATURE PAGE FOLLOWS]

Signature Page for Schedule A (Franchise Specific Terms)

FRANCHISOR:

Jamba Juice Franchisor SPV LLC
a Delaware limited liability company

By:_____
Name: **Tim Goodman**
Title: Senior Vice President
Franchise Administration

Date:_____

FRANCHISEE:

«Z1_First_Name» «Z1_Last_Name»
a «Z1_State_of_Formation»
«Z1_Entity_Type»

By:_____
Name: «Signee_1_name»
Title: «Signee_1_title»

Date:_____

By: _____
Name: «Signee_2_name»
Title: «Signee_2_title»

Date: _____

BLENDID SERVICE LEVEL AGREEMENT

If you will be operating a Robotic Kiosk, you will be required to enter into this agreement directly with Blendid in order for Blendid to provide the support services that are necessary to operate a Blendid Kiosk.

BLENDID SERVICE LEVEL AGREEMENT

THIS SERVICE LEVEL AGREEMENT (the "**SLA**") dated _____ (the "**Agreement Date**") has been entered into by 6d Bytes Inc. ("**Blendid**"), a Delaware corporation with its principal place of business at 440 N. Wolfe Rd., Sunnyvale, CA 94085 and _____ ("**Operator**"), a _____ with its principal place of business at _____ (collectively, the "**Parties**," or each individually, a "**Party**"). In this SLA, "**we**", "**us**" or "**our**" means "Blendid". "**You**" or "**your**" means the Operator.

RECITALS

A. Blendid is the owner of an autonomous, self-contained robotic food kiosk system known as Blendid with the ability to make on-demand cold blended beverages and smoothies (the "**Blendid System**"). Blendid sells the Blendid System as individual units (each one, a "**Unit**").

B. Jamba Juice Franchisor SPV LLC ("**Jamba**") is a franchisor, internationally and throughout the United States, of Jamba® branded stores. Blendid and Jamba are parties to a Master Equipment Purchase Agreement in which Blendid agreed to (i) permit Jamba to purchase and resell Units to third-party franchisees seeking to operate JAMBA by BLENDID franchises and (ii) enter into service agreements directly with such franchisees to provide ongoing services and support.

C. Operator is a party to one or more franchise agreements with Jamba (the "**Franchise Agreements**") and has obtained the right to operate a Unit pursuant to the terms of the Franchise Agreements.

D. Blendid and Operator desire to enter into this SLA relating to the ongoing warranty and support services that Blendid shall provide Operator in order to operate the Unit.

Accordingly, in consideration of the mutual covenants and agreements hereinafter set forth, Operator and Blendid agree as follows:

ITEM 24 SERVICES

Section 1.01 Definitions. As used in this SLA:

(a) "**Blendid Marks**" means certain trademarks owned by Blendid or its affiliates (including the BLENDID word mark and logo).

(b) "**Blendid System Intellectual Property**" means the hardware associated with the Unit and Software Services necessary to provision, operate, monitor, and maintain the Unit.

(c) "**Certified Operator**" means an employee or representative of Operator who has successfully completed the Blendid Training Program.

(d) "**Error**" means any failure of the Blendid System Intellectual Property to operate in all material respects in accordance with the SOPs, including any problem, failure, or error referred to in the Severity Level of Error chart in Section 1.06 (Service Levels).

(e) "**Fiscal Year**" means the fiscal year designated by Blendid, which will align with the fiscal year designated by Jamba under its Franchise Agreement. Blendid may change the Fiscal Year from time to time by written notice to Operator.

(f) "**Laws**" means applicable federal, state, and local laws, ordinances, rules, and regulations.

(g) "**Net Sales**" means all revenue derived from operating the Unit, whether by cash, check, credit card, debit card, barter, trade credit, or other credit or debit transactions and all other income of any kind related to the Unit, less (i) the amount of any sales tax, goods and services tax, value added tax, or consumption taxes imposed by any federal or local governmental authority directly on sales and actually collected from customers, provided that the amount of such tax is added to the selling price, disclosed on auditable receipts, and is actually paid to the imposing governmental authority; (ii) the amount of any sale of merchandise for which cash or credit has been refunded or credited during the quarter in which such sale occurred, for the amount of such refund or credit only; and (iii) the amount of the discount or complimentary items offered to customers. Any sale that has been included in Net Sales for any quarter for which a refund is made in a subsequent quarter will be deducted from Net Sales during the quarter in which such refund is made.

(h) "**Opening Date**" means the date that a given Unit begins to operate and offer and sell products to customers.

(i) "**Operating Hours**" means the time that a given Unit is scheduled to be operating such that guests can order and receive food items from the Unit. Operating Hours will be agreed to between the Operator and Blendid for each location.

(j) "**Operator Cause**" means any of the following causes of an Error, except, in each case, any such causes resulting from any action or inaction that is authorized by this SLA, specified in the then-current SOPs, or otherwise authorized in writing by Blendid: (a) any negligent or improper use, misapplication, misuse, or abuse of, or damage to the Blendid System Intellectual Property by Operator; (b) any maintenance, update, improvement, or other modification to or alteration of the Blendid System Intellectual Property by Operator; (c) any use of the Blendid System Intellectual Property by Operator in a manner inconsistent with the then-current SOPs; (d) any use by Operator of any Third-Party Products that Blendid has not provided or caused to be provided to Operator or that Blendid has not approved for use by Operator; or (e) any use by Operator of a non-current version or release of the Blendid System Intellectual Property, provided that Operator shall have 30 days to update to such newly-released version or release after being provided written notice by Blendid of such release before Operator's version is considered non-current.

(k) "**Operator Downtime**" means any period of time during which the Unit is scheduled to be operating that guests cannot order and receive food items from the Unit, because of (i) an Error caused by any Operator Causes, (ii) Operator's failure to operate or stock the Unit in accordance with SOPs, or (iii) Blendid's termination or suspension of the Software Services as a result of Operator's non-payment of Service Fees.

(l) "**Period**" means the twelve periods that Blendid designates per Fiscal Year, which will align with the periods and fiscal year specified by Jamba under its Franchise Agreement. Blendid may change the Periods from time to time by written notice to Operator.

(m) "**Planned Downtime**" means time scheduled during Operating Hours by (i) Operator for periodic restocking or cleaning and (ii) Blendid for the purpose of performing periodic full system backups, software or hardware updates, or other services that may require Software Services to be either fully or partially unavailable for users to be able to purchase food.

(n) "**Remote Monitoring**" means monitoring the operation of a Unit by Blendid from Blendid's Network Operation Center (the "**NOC**").

(o) "**Service Fees**" means the service fees that shall be paid by Operator to Blendid, as specified in Section 2.06.

(p) "**Services**" means Unit maintenance services (including routine care and upkeep of the Units beyond daily restocking and cleaning), Unit repair services, Remote Monitoring, Software Services, Telephone Support, and Training.

(q) "**Software Services**" means Blendid's Restaurant Management System (the "**RMS**™") that allows for provisioning, operation, monitoring, and maintenance of the Unit, and software capability to allow guests to order and receive food items from the Unit. The Software Services will also include POS system software, unless such POS system software is replaced by other software required and implemented by Jamba.

(r) "**SOPs**" means Blendid's Standard Operating Procedures for sourcing, storage and replenishment of ingredients, cleaning and sanitation of the equipment, and periodic maintenance of the Blendid System, including the Software Services.

(s) "**Support Request**" means a formal request by Operator to Blendid for assistance or support, including warranty service.

(t) "**Telephone Support**" means remote support provided by Blendid's authorized representatives via telephone.

(u) "**Third Party Products**" means all third-party software, hardware, network hardware, equipment, and all related accessories, components, parts, and devices.

(v) "**Uncontrolled Downtime**" means unavailability of Software Services caused by factors outside of Blendid's reasonable control, including any force majeure event or power outage or Internet or cellular access or related problems during Operating Hours.

(w) "**Unplanned Downtime**" means any period of time during which the Unit is scheduled to be operating that guests cannot order and receive food items from the Unit due to Error. For clarity, Unplanned Downtime excludes Planned Downtime, Operator Downtime and Uncontrolled Downtime.

(x) "**Uptime**" means the amount of time that guests can order and receive food items from the Unit in any given Period. An Error that prevents the Unit from processing orders or delivering food items or other unexpected temporary interruption will impact the Uptime.

Section 1.02 **Unit Warranty**. Blendid warrants to Operator for a period of 60 months from the Opening Date of the Unit, Blendid will service warranty claims in accordance with the warranty that is attached to this SLA as Exhibit A (the "**Blendid Unit Warranty**").

Services. Blendid shall provide the Services and other technical support (whether remote or onsite) for each Unit that are necessary to support a highly available operation.

Unit Uptime Level. Blendid represents and agrees that it shall provide the Services necessary to ensure an Uptime Level of at least 95% for each Unit each Period, provided that Operator must

cooperate with Blendid by following SOPs, providing prompt notice of Errors via Support Requests, receiving remote or onsite guidance, and ensuring that the Unit is operated by Certified Operators. The calculation of "**Uptime Level**" is as follows:

$$\text{Uptime Level} = \left(1 - \frac{\text{Unplanned Downtime}}{\text{Operating Hours}}\right) * 100\%$$

Upon Operator's request, Blendid shall immediately provide, a report showing the Uptime Level, Unplanned Downtime, Operating Hours, and associated computation during the previous Period in which the Unit was scheduled to be operational.

Planned and Unplanned Downtime. Planned Downtime may occur on any day during or after regular Operating Hours for a given location (including holidays) and shall not count towards the Uptime Level calculation. Blendid and Operator will make commercially reasonable effort to schedule Planned Downtime after Operating Hours or in off-peak Operating Hours. Blendid shall issue an email technical alert to the Operator's designated contact at all affected locations in the event of any unplanned downtime that lasts more than 30 minutes during Support Hours defined below.

(a) Service Quality. Blendid shall perform the Services in accordance with the terms set forth in this SLA and in accordance with service levels and performance standards that are at least consistent with then-prevailing industry standards. Without limiting any of the foregoing, Blendid represents and warrants that the Services shall be at all times rendered with promptness and diligence and shall be executed in a professional and workmanlike manner by individuals who are adequately skilled, trained, and experienced in the tasks to be performed.

(b) Time of the Essence. Blendid acknowledges and agrees that time is of the essence with respect to its performance under this SLA and that Blendid's prompt and timely performance under this Agreement, including its performance of the Services, is expressly required.

(c) Additional Warranties. Blendid represents and warrants, and also covenants for the Term, that (a) at no time will Blendid or any of its personnel introduce any virus, bomb, worm, trap door, back door or any other malicious program, disabling device or software routine onto Operator's computing system that is designed to permit the unauthorized copying, collection, storage, movement, transfer or exfiltration of information, or the access, alteration, damage, disabling, erasing or otherwise harming of the Operator's software, data or computing systems; (b) the Services will conform to the agreed upon specifications or other descriptions set forth in this SLA or otherwise in writing; (c) the Services will be performed in compliance with all Laws; and (d) the Services will not infringe, misappropriate or otherwise conflict or interfere with any rights whatsoever of any other party, including, without limitation, any intellectual property or other proprietary right known to Blendid. This provision shall survive the expiration or earlier termination of this SLA.

Section 1.03 Support Requests. Operator may submit a Support Request by telephone, e-mail, online submission, within the Software Services provided to the Operator, or as otherwise provided by Blendid. Operator shall include in each Support Request contact information, a description of the reported Error, the time Operator first observed the Error, and a classification of the Severity Level of Errors (as defined in Section 1.06). Each Support Request will be assigned a unique case number.

Remote Monitoring and Telephone Support. Blendid will provide Remote Monitoring and Telephone Support for each Unit under this SLA.

Remote Monitoring. Unit operations will be remotely monitored from Blendid's NOC seven days per week, 365 days per year, from 9:00am Eastern time to 12:00am Eastern time (the "**Monitored Hours**").

Telephone Support. Telephone Support will be available seven days per week, 365 days per year, from 9:00am Eastern time to 12:00am Eastern time in English (the "**Support Hours**"). Support Requests submitted via phone that are not able to be resolved immediately over the phone by support representatives will be logged by a support representative for later response by the appropriate support team.

Reproducing Errors. Operator agrees to cooperate and work closely with Blendid to reproduce Errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate.

Section 1.04 Service Levels. Blendid will use commercially reasonable efforts to respond to and resolve all Support Requests within the times set forth in this Section based on Operator's designation of the severity of the associated Error in accordance with the following chart (the "**Severity Level of Error**"), subject to the Parties' written agreement to revise such designation after Blendid's investigation of the reported Error and consultation with Operator. Blendid must respond to each Support Request by having a support representative directly contact the Operator to substantively discuss the case by the response time deadline specified in the following chart, based on the Severity Level of the Error (the "**Response Deadline**"). Blendid must resolve each Support Request by the resolution time deadline specified in the following chart, based on the Severity Level of Error (the "**Resolution Deadline**"). "**Resolve**," "**resolved**," "**resolution**" and correlative terms mean, with respect to any particular Support Request, that Blendid has corrected the Error that prompted that Support Request, and that Operator has confirmed such correction and its acceptance of the remedy in writing. Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a fix, work-around, or other solution in Blendid's reasonable determination, provided that any such remedy must enable the Unit to function without any restrictions or impairments.

Severity Level of Error	Description and Examples	Response Deadline	Resolution Deadline
Level 1 – High	**Business Critical Failures**: An Error that: (a) Materially affects the operations of the Operator's Unit, including unavailability of the Blendid System Intellectual Property; or (b) disables or materially impairs (i) any business-critical function of the Blendid System Intellectual Property, which affects all Operators, or (ii) Operator's use of any business-critical function of the Blendid System Intellectual Property. Examples include, without limitation, Errors that prevents orders from being taken and submitted to the Unit, payments from being processed, or the Unit from creating or delivering products.	Within 1 hour of receipt of Support Request during Support Hours (if the response window falls outside Support Hours, 1 hour during Support Hours on the following day)	Within 8 hours of receipt of Support Request during Support Hours (if the resolution window falls outside Support Hours, 8 hours during Support Hours on the following day) If Blendid resolves the Support Request by way of a work-around accepted in writing by Operator that is not a permanent remedy, the severity level assessment will be reduced to a Severity Level of Error 2.
Level 2 – Medium	**Blendid System Defect**: (a) an Error, other than a Severity Level 1 Error, that causes significant performance degradation or affects major functionality of the Blendid System Intellectual Property in one or more Units; or (b) a Severity Level 1 Error for which Operator has received, within the resolution time for Severity Level 1 Errors, a work-around that Operator has accepted in writing that is not a permanent remedy. Examples include, without limitation, malfunctioning of multiple blenders.	Within 8 hours of receipt of Support Request during Support Hours (if the response window falls outside Support Hours, 8 hours during Support Hours on the following day)	Within 2 business days of receipt of Support Request during Support Hours

Severity Level of Error	Description and Examples	Response Deadline	Resolution Deadline
Level 3 – Low	**Minor Error**: An isolated or minor Error in the Blendid System Intellectual Property that meets each of the following requirements: (a)does not significantly affect the Blendid System Intellectual Property functionality; (b) can or does impair or disable only certain non-essential Blendid System Intellectual Property functions; (c) does not materially affect Operator's use of the Blendid System Intellectual Property; and (d) has no or no more than a minor effect on the operations of Operator's Unit. Examples include, without limitation, malfunctioning of one ordering tablet, provided that at least one other ordering tablet is functioning.	Within 1 business day of receipt of Support Request during Support Hours	Within 3 business days of receipt of Support Request during Support Hours

The Parties may, on a case-by-case basis, agree in writing to a reasonable extension of the Service Level response or resolution times.

Section 1.05 **Service Levels Exclusions**. The Service Levels Resolution timelines could be extended under certain circumstances including but not limited to (a) external natural factors such as weather, earthquakes, fire that affect general availability; (b) travel times and/or parts availability; or (c) errors (i) caused by factors outside of Blendid's reasonable control such as but not limited to cloud services being down, payment networks being down or Internet service outages; (ii) resulting from Operator errors causing accidental breakage of system; or (iii) resulting from customer abuses or other behaviors that damages the equipment.

Section 1.06 **Hardware Maintenance and Repairs**. Blendid will provide hardware maintenance and repair services as follows:

Simple Maintenance. Blendid will provide training videos, guides, and/or remote support for simple maintenance and repairs of the Unit that can be performed by a Certified Operator.

Onsite Maintenance. Any maintenance or repairs that cannot be performed by a Certified Operator will be performed onsite by a Blendid authorized representative. Access to the Unit for the purpose of performing any required maintenance or repairs must not be unreasonably withheld by the Operator.

Spare parts. Replacement and spare parts for the Unit covered under the Blendid Unit Warranty will be provided by Blendid at no cost to the Operator. Replacement and spare parts for the Unit that is no longer covered under the Blendid Unit Warranty will be provided by Blendid at a commercially reasonable cost to the Operator.

Section 1.07 Training. Blendid's current training program is described below. Blendid reserves the right to modify its training program at any time, including the timing, frequency, content, format, and location of training.

Blendid Training Program**.** Blendid's initial training program (the "**Blendid Training Program**") consists of a 3-day onboarding and immersion program that covers the SOPs, hands-on opening, replenishment, cleaning and closing routines, and walk-through of the Software Services that will be made available to the Operator.

Trainees for Initial Location**.** Prior to the Opening Date of the first location, Operator's director of operations and two shift leads must attend the Blendid Training Program and up to 4 additional individuals may attend the Blendid Training Program.

Trainees for Subsequent Locations**.** For each subsequent location, Operator will designate two shift leads and up to four additional individuals to attend the Blendid Training Program prior to the Opening Date of the location.

Training Fee. Blendid will provide the Blendid Training Program free of charge for the first three locations to the designated attendees above. If (i) Operator would like other individuals to attend the Blendid Training Program, (ii) Operator has asked Blendid to provide the Blendid Training Program to trainees after you have opened three locations, or (iii) Blendid, in its sole discretion, has determined that Blendid must provide the Blendid Training Program to your trainees due to lack of skills observed in servicing the Unit, you must pay Blendid our then-current fee, which is currently $500 per additional trainee per day (the "**Training Fee**"). The Training Fee may be waived by Blendid at its sole discretion.

(a) Location for Training. The Blendid Training Program, in Blendid's discretion, can be conducted at (i) your store location, (ii) a store which has been certified as an authorized training facility (which may be located outside of your state), and/or (iii) other locations authorized by Blendid, including its headquarters in California.

(b) Pre-boarding Session**.** At least two weeks prior to the Opening Date of a location, Blendid will make SOPs and training videos available for self-paced consumption by the designated trainees.

(c) Certified Operator. The Operator is responsible for ensuring that all staff members who will be operating the Blendid Unit are Certified Operators. All Certified Operators must be at least 18 years old.

(d) Onsite Support. Blendid will provide on-site support (the "**Onsite Support**") for the opening of Operator's first location by sending at least one Blendid representative for at least 3 working days to assist with the opening and initial operations of Operator's location. Operator may request additional Onsite Support for its first location or subsequent locations by paying Blendid its then-current fee, which is currently $500 per day per Blendid representative plus living expenses, including transportation, lodging and meals (the "**Onsite Support Fee**"). Blendid may waive the Onsite Support Fee for the initial or subsequent locations at its sole discretion.

(e) Daily Servicing and Restocking. Blendid's personnel will be available daily to provide online support and guidance as needed for the daily servicing and restocking of the Blendid Unit.

ITEM 25 OPERATOR OBLIGATIONS

Location and Operational Requirements. Before services can be provisioned at a location, an Operator must conform to the following requirements.

Readiness. Operator shall prepare the location for Unit installation. Location preparedness includes space provisioning to satisfy Unit installation and access requirements, electrical service provisioning, provisioning of water line, and procuring access to a floor drain.

Permitting. Operator shall be responsible for obtaining all necessary permits to operate the Unit, including approvals from the local health departments.

Upkeep. Operator shall ensure upkeep of the location, free of clutter inside and around the installed Units. The Operator shall also make sure that the water line and floor drain are always maintained in good working condition.

(f) Operations. Operator shall only use Certified Operators and follow the SOPs in operating the Unit. Not following SOPs could result in degraded performance of the Unit requiring intervention and could void the Unit's warranty.

Onsite Storage Requirements. Operator shall provide the necessary onsite storage for frozen, refrigerated, and dry ingredients used in food preparation and provide the necessary storage for cleaning supplies.

Cleaning & Sanitation. Operator shall provide the necessary facilities for back-of-house operations.

3-comp Sink. Operator shall provide access to an onsite 3-compartment sink for cleaning by Certified Operators of various equipment used for food preparation in the Unit on a periodic basis.

Hand Wash Sink. Operator shall provide access to a hand wash sink for Certified Operators to use.

(g) Mop Sink. Operator shall provide access to a mop sink for Certified Operators to use.

(h) Prep Sink. Operator shall provide access to a prep sink if required.

(i) Dry Rack. Operator shall provide access to the required number of drying racks to allow air-drying of cleaned equipment.

Hardware Platform Requirements. Operator shall responsibly supervise, manage, the use of all hardware devices provided in providing Services, including, without limitation, providing all reasonable control and review techniques and other measures for promptly detecting and minimizing the effects of any errors, failures, interruptions, acts of vandalism, or negligent abuse of the Unit that might occur.

Physical Access Requirements. Operator shall provide the necessary physical access to specified Blendid personnel for provisioning, maintenance, and support of Units. Any changes in personnel access (add, deletes etc.) will be communicated to the Operator.

Section 1.08 Service Fees. In consideration for the Services, Operator shall pay the Service Fees to Blendid on the due dates specified by Blendid from time to time, which shall range from daily to no fewer than once every two weeks.

(a) Calculation of Service Fees.

(i) All Units in operation. The Service Fee for each Unit after the Opening Date for such Unit will be 16% of Net Sales.

(ii) Exception for Test Units. If a Unit has been designated as a "Test Unit" jointly by Jamba and Blendid, the Service Fee for each such Unit through May 2023 will be 10% of Net Sales. After May 2023, the Service Fee for such a Unit will be 16% of Net Sales.

(b) Transaction fees. If Blendid's POS system is used for credit card processing (on mobile apps, ordering tablets, or otherwise), transaction fees charged by the card companies will be passed through to the Operator (as Operator's cost) without any markup from Blendid.

(c) Non-payment. If the Service Fees are not received by Blendid as stipulated in this section within 14 days after the Operator's receipt of written notice of such nonpayment from Blendid, Blendid may suspend Services for such Unit only during the period of nonpayment of such fees. Operator must pay Blendid interest on the amount owed, calculated from the due date until paid, at the rate of 3% per month until the payment is made in full.

(d) Reporting. Blendid shall calculate Net Sales based on information collected by the Unit's POS system. If the POS system is operated or controlled by another party, Blendid shall be authorized to receive sales reports directly from such service provider and Operator shall facilitate such direct reports (or, if direct reporting is not technologically possible, shall promptly send sales reports to Blendid at the times specified by Blendid).

Section 1.09 Service Credits.

(a) Service Credit Amounts. In addition to any other available remedies, if in any Period, the Uptime Level for any Unit is less than 95%, the Operator will receive a Service Fee credit equal to the percentage that the Uptime Level for such Unit is below 95% in such Period times the Net Sales for such Unit during such Period (the "**Service Credit**"). For example, if the Uptime Level for a Unit in a given Period is 85%, the Operator will receive a Service Credit equal to 10% of the Unit's Net Sales in such Period (95% minus 85%). However, the maximum Service Credit for a given Period shall not exceed the total Service Fee due in such Period.

(b) Compensatory Purpose. The Parties intend that the Service Credits constitute compensation to Operator, and not a penalty. The Parties acknowledge and agree that Operator's harm caused by Blendid's failure to promptly deliver the Services would be impossible or very difficult to accurately estimate as of the Effective Date, and that the Service Credits are a reasonable estimate of the anticipated or actual harm that might arise from such failure.

(c) Issuance of Service Credits. Blendid shall, for each period in which Services Fees are payable, issue to Operator, together with Blendid's statement of such Service Fees, a written acknowledgment setting forth all Service Credits to which Operator has become entitled during that period. Blendid shall settle the amount of the Service Credit with the Operator within 14 business days after the beginning of the

following Period by either deducting the Service Credit from any amounts that are then due or applying it as a credit against amounts due in the next Period.

ITEM 26 INTELLECTUAL PROPERTY RIGHTS

Blendid Marks. The Operator acknowledges and agrees that Blendid consents to the use of Blendid Marks at locations covered by this SLA, but that Blendid does not grant Operator a license to use the Blendid Marks except to the extent necessary for Operator to operate the Unit or otherwise fulfill its obligations under this SLA. Operator must obtain Blendid's consent prior to using the Blendid Marks in any marketing materials, provided that any marketing materials have been approved by Jamba pursuant to a Franchise Agreement shall be deemed to have been pre-approved by Blendid.

License of Blendid System IP. The Operator acknowledges and agrees that Blendid provides the Operator with a world-wide, perpetual, and non-exclusive license to use the Blendid System Intellectual Property in conjunction with the operation of the Units through this SLA. Blendid does not grant the Operator a license to use the Blendid System Intellectual Property unless otherwise agreed by Blendid.

Malicious Intent. At no time shall the Operator or any of its personnel introduce any virus, bomb, worm, trap door, back door or any other malicious program, disabling device or software routine onto Blendid's Software Services that is designed to permit the unauthorized copying, collection, storage, movement, transfer or exfiltration of information, or the access, alteration, damage, disabling, erasing or otherwise harming of Blendid's Software Services, data or computing systems. Operator shall not reverse engineer the software or hardware system used in providing services.

ITEM 27 CONFIDENTIALITY

Definitions.

"**Confidential Information**" means any non-public information related to this SLA that, by its nature, would reasonably be expected to be held in confidence or kept secret. Without limiting the definition of "Confidential Information," all the following will be conclusively presumed to be Confidential Information whether or not designated by a Party disclosing such information (the "**Disclosing Party**") to the Party receiving such information (the "**Receiving Party**") as such and whether transmitted through written, oral, or visual means: (i) brand standards or operating procedures; (ii) pricing information and models; (iii) plans, layouts, designs, drawings, specifications, hardware buildout, source code, operational dashboards and associated data for a Blendid System; (iv) methods of preparing and serving food items, including product recipes or formulas; (v) sources (or prospective sources) of supply and all information related to or concerning the same, including the identity and pricing structures with any suppliers; (vi) training materials; (vii) business plans and strategies; (viii) this SLA and any related schedules, exhibits, attachments, or addenda and all terms contained therein; (ix) any information collected from customers; and (x) other information that either Disclosing Party discloses to the Receiving Party.

"**Trade Secret**" means information that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

Exclusions from Confidential Information. The following information shall not be considered Confidential Information: information that the Receiving Party can reasonably demonstrate (a)

was in the public domain at the time of receipt by the Receiving Party; (b) entered the public domain after receipt by the Receiving Party, but through no fault of the Receiving Party; (c) was known by the Receiving Party prior to its receipt; (d) is lawfully disclosed to the Receiving Party by a third party that was not under an obligation of confidence to the Disclosing Party; or (e) which the Receiving Party is compelled to disclose by law or legal process, provided that the Disclosing Party is given prompt written notice of any such requirement and an opportunity to contest such disclosure.

Confidentiality Obligations. During the Term, the Receiving Party of any Confidential Information or Trade Secrets must not:

appropriate or use any Confidential Information or any Trade Secret for any purpose other than to fulfill its obligations under this SLA or to carry out the purpose of this SLA;

copy, duplicate, record, digitally reproduce, or otherwise reproduce any of the Confidential Information or Trade Secrets, in whole or in part, except as otherwise authorized in this SLA or by the Disclosing Party in writing;

disclose or reveal any portion of the Confidential Information or any Trade Secret to any person, other than to its directors, officers, owners, management employees, or others who: (a) have a legitimate business need to know of it to implement the SLA, (b) are aware of the confidentiality restrictions in this SLA, and (c) are similarly bound not to disclose the Confidential Information by an agreement at least as restrictive as the terms of this SLA;

divulge or use any Confidential Information or any Trade Secret for the benefit of any other person or entity except as expressly authorized by the Disclosing Party; or

for three (3) years after the termination or expiration of this SLA, the Receiving Party of any Confidential Information must not (i) use any Confidential Information for any purpose or (ii) divulge or use any Confidential Information for the benefit of any other person or entity.

Trade Secrets. At any time after the termination or expiration of this SLA, the Receiving Party of any Trade Secrets must not (i) use any Trade Secret for any purpose or (ii) divulge or use any Trade Secret for the benefit of any other person or entity.

Section 1.10 Customer Information. Blendid must comply with any directives of Operator and all Laws regarding the organizational, physical, administrative and technical measures and security procedures to safeguard the confidentiality, integrity, and security of Customer Information collected through the Units, Software Services, or applications or otherwise in Blendid's possession or control and, in any event, employ reasonable means to safeguard the confidentiality, integrity, and security of Customer Information. "**Customer Information**" means names, contact information, financial information, purchasing history, market research data, and other personal information of or relating to the customers and prospective customers of the Unit. Blendid must not sell or transfer the Customer Information for any purpose and may not use the Customer Information for any purpose other than facilitating the ordering and sale of products through the Unit and using such information to produce customer retention and usage data and improve system processes. Blendid must secure from customers and prospective customers all consents and authorizations, and provide them all disclosures, that applicable law requires to transmit Customer Information to Operator, Jamba, and Jamba's affiliates, and for Operator, Jamba, and Jamba's affiliates to use that Customer Information for any purpose.

Section 1.11 **Liability**. The Receiving Party shall be liable for any breach of this Article IV by any of its representatives. All right, title and interest in and to the Confidential Information and Trade Secrets (including without limitation, all patent, copyright, trademark, trade secret and other proprietary rights and interests therein) will remain the Disclosing Party's exclusive property at all times, unless otherwise specified by this SLA.

Section 1.12 **No Warranty**. CONFIDENTIAL INFORMATION AND TRADE SECRETS ARE PROVIDED "AS IS" WITH ALL FAULTS. IN NO EVENT SHALL THE DISCLOSING PARTY BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION OR TRADE SECRETS.

Section 1.13 **Equitable Relief**. The Receiving Party acknowledges and agrees that the restrictions contained in this SLA are necessary for the protection of the business and property of the Disclosing Party and considers them to be reasonable for such purpose. The Receiving Party agrees that any breach of this SLA may cause the Disclosing Party substantial, irreparable and irrevocable damage and therefore, in the event of such breach, the Disclosing Party shall be entitled to specific performance and other injunctive relief, in addition to such other remedies as may be afforded by Law.

ITEM 28 INDEMNIFICATION

Section 1.14 **Indemnification by Blendid**. Blendid shall defend, indemnify and hold harmless Operator and its affiliates and its and their officers, directors, employees, agents, managers, members, shareholders, successors and permitted assigns (the "**Operator Indemnified Parties**") from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees, fees, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers ("**Losses**") arising out of or resulting from any third-party claim, suit, action or proceeding (each, an "**Action**") arising out of, resulting from, or related to: (i) the bodily injury, death of any person or damage to real or tangible, personal property resulting from the negligent or willful acts or omissions of Blendid or any of its designees; (ii) the installation, maintenance, or repair of any Unit by Blendid or its designees; (iii) the storage of ingredients inside the Unit and the preparation of the products by any Unit, except to the extent the Action is found by a court of competent jurisdiction to result from Operator's failure to observe the SOP or any other reasonable requirements, instructions, directives, or specifications (in each case, provided in writing by Blendid); (iv) Blendid's or its designees' provision (or failure to provide) the Services; (v) a material breach by Blendid of any representation, warranty, or obligation of Blendid set forth in this SLA; (vi) a claim that the Blendid System Intellectual Property or the Blendid Marks infringe, violate, or misappropriate a valid patent, copyright or other intellectual property right of a third party; or (vii) Blendid's actual or alleged noncompliance with any Laws. Blendid shall not enter into any settlement without Operator's prior written consent.

Section 1.15 **Indemnification by Operator**. Operator shall defend, indemnify and hold harmless Blendid and its affiliates and its and their officers, directors, employees, agents, shareholders, successors and permitted assigns (the "**Blendid Indemnified Parties**") from and against all Losses arising out of or resulting from any third-party Action arising out of, resulting from, or related to: (i) the bodily injury, death of any person or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Operator; (ii) the operation of all Units operated by Operator or its affiliates, including the sourcing, storage, and replenishment of the Products, daily cleaning of the Unit, and any periodic maintenance of the Unit made by Operator, except to the extent that any such Action relates to an equipment malfunction or other defect in the Unit, the SOP (provided

that the Operator strictly adhered to the SOP), or Blendid's acts or omissions; (iii) a material breach by Operator of any representation, warranty, or obligation of Operator set forth in this SLA; and (vi) Operator's actual or alleged noncompliance with any Laws.

Section 1.16 Indemnification Procedure. A Party that is being indemnified (the "**Indemnified Party**") will promptly notify the Party from whom it is seeking indemnification ("**Indemnifying Party**") upon becoming aware of an Action, any Losses, or discovery of facts or any other claim that may give rise to a request for indemnification from the Indemnifying Party pursuant to this Article V, provided, however, that the failure to provide such notice shall not release the Indemnifying Party from its indemnification obligations under Section 5.01 or 5.02 above, except to the extent the Indemnifying Party is actually and materially prejudiced by such failure. The Indemnifying Party shall have the right, upon written notice delivered to the Indemnified Party within 15 days thereafter assuming full responsibility for Losses resulting from such Action, to assume and control the defense of such claim, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of the fees and disbursements of such counsel. If (i) the Indemnified Party shall have been advised by counsel that there are one or more legal or equitable defenses available to it that are different from or in addition to those available to the Indemnifying Party and, in the reasonable opinion of the Indemnified Party, the counsel that the Indemnifying Party has selected could not adequately represent the interests of the Indemnified Party because such interests could be in conflict with the Indemnified Party's interests; (ii) the Indemnifying Party does not assume responsibility for such Losses in a timely manner; (iii) the claim involves any elements of the Intellectual Property, or (iv) the Indemnifying Party fails to defend a claim with counsel reasonably satisfactory to the Indemnified Party as contemplated above, then the Indemnified Party shall have the right to assume the defense of any claims and employ counsel of its own choosing and the Indemnifying Party shall pay the reasonable fees and disbursements of the Indemnified Party's counsel as incurred; provided that in any case, the Indemnifying Party shall not be obligated to pay the expenses of more than one separate counsel for all Indemnified Parties taken together. In connection with any Action, the Operator Indemnified Parties or Blendid Indemnified Parties, whichever is not assuming the defense of such claim, shall have the right to participate in such claim and to retain its own counsel at such party's own expense.

Section 1.17 Cooperation and Settlement. The Indemnifying Party shall keep the Indemnified Parties (as the case may be) reasonably apprised of, and shall respond to any reasonable requests concerning, the status of the defense of any Action of which it is maintaining and shall cooperate in good faith with each other with respect to the defense of any such claim. An Indemnifying Party shall not, without the prior written consent of the Indemnified Party (which consent may not be unreasonably withheld, conditioned, or delayed), (a) settle or compromise any claim or consent to the entry of any judgment with respect to any claim which does not include a written release from liability of such claim for the Indemnified Party, or (b) settle or compromise any claim in any manner that may adversely affect the Indemnified Party other than as a result of money damages or other monetary payments which will be paid by the Indemnifying Party. No claim which is being defended in good faith by the Indemnifying Party in accordance with the terms of this section shall be settled by the Indemnified Party without the Indemnifying Party's prior written consent (which consent may not be unreasonably withheld, conditioned, or delayed).

Section 1.18 Survival and Recovery. Each Party's obligations in this section will continue in full force and effect subsequent to and notwithstanding this SLA's expiration or termination. An Indemnified Party need not seek recovery from any insurer or other third party, or otherwise mitigate its Losses, in order to maintain and recover fully a claim against the Indemnifying Party. The Parties agree

that a failure to pursue a recovery or mitigate a Loss will not reduce or alter the amounts that an Indemnified Party may recover from the Indemnifying Party under this Section.

ARTICLE II. TERM AND TERMINATION

Section 2.01 Term. The term of this SLA (the "**Term**") commences on the Agreement Date and continues until the expiration or termination date of the last Franchise Agreement between Jamba and Operator, unless and until sooner terminated as provided in Section 6.02 (Termination) or extended with mutual consent by both Parties.

Section 2.02 Termination. This SLA may be terminated before the expiration date of the Term on written notice by either Party if:

(a) the other Party materially breaches any provision of this SLA and either the breach cannot be cured or, if the breach can be cured, it is not cured by the breaching party within thirty (30) days after the breaching Party's receipt of written notice of such breach; or

(b) the other Party: (i) becomes insolvent; (ii) files, or has filed against it, a petition for voluntary or involuntary bankruptcy; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.

Section 2.03 Effect of Expiration or Earlier Termination. Upon the expiration or termination of this SLA for any reason:

(a) Operator shall cease all use of the Blendid System Intellectual Property and the Blendid Marks.

(b) Each Party shall promptly return to the other Party or, at its option, destroy, at the other Party's expense, any Confidential Information of the other Party and all copies thereof.

(c) Article IV (Confidential Information) and Article V (Indemnification) of this SLA shall remain applicable and shall survive the termination or expiration of this SLA.

ARTICLE III. DISPUTE RESOLUTION

Section 3.01 Objective. The Parties recognize that disputes, controversies, or claims arising out of or in connection with this SLA, or its interpretation, breach, termination, or invalidity (each, a "**Dispute**"), may from time to time occur during the Term. It is the Parties' objective to establish procedures to facilitate the resolution of Disputes in an expedient manner by mutual cooperation and without resorting to litigation. To accomplish this objective, subject to Section 7.04, the Parties shall follow the procedure set forth in this Article VII to resolve any Dispute. Either Party may initiate the dispute resolution procedure of this Article VII by giving the other Party notice (a "**Dispute Notice**").

Section 3.02 Escalation to Executives. The Parties shall attempt in good faith to initially resolve any Dispute by negotiation between the designated executive contacts at the Parties (the "**Executives**"). Within four (4) business days after a Dispute Notice provided to a Party in accordance with Section 7.01, the Executives shall meet in person, or by teleconference, at a mutually agreeable time and place, and thereafter as often as they reasonably deem necessary, to attempt in good faith to resolve

the Dispute. If the Executives are unable to resolve such Dispute within ten (10) business days after the Dispute Notice, then either Party may submit the Dispute for resolution by binding arbitration in accordance with Section 7.03.

Section 3.03 Arbitration. Except for claims for injunctive relief, this SLA and all other disputes between Operator's and/or its or its affiliates' officers, directors, and employees, on the one hand, and Blendid, Blendid's affiliates, and/or Blendid's or Blendid's affiliates' officers, directors and employees, on the other hand, relating to this SLA will be resolved by binding arbitration. The arbitration proceeding shall be conducted by one arbitrator and according to the then-current Commercial Arbitration Rules of the American Arbitration Association (the "**AAA**"). All arbitration proceedings will be held at AAA's offices or other suitable offices that Blendid selects in the metropolitan area in which Blendid's principal place of business is then located. The arbitrator shall have no authority to select a different hearing locale. All matters relating to arbitration will be governed by the Federal Arbitration Act (9 U.S.C. §§ 1 et seq.). The arbitration shall be administered by the parties and the arbitrator and not the AAA. A demand for arbitration shall be made in writing and delivered to the other party. The party serving a demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded. The award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with Law in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the AAA "Arbitrator Select: List and Appointment" process, or if unavailable, a similar process offered by any other nationally recognized alternative dispute resolution organization. During pre-hearing discovery, a party shall be entitled to take no more than two (2) fact depositions for disputes less than $1,000,000.00 and four (4) fact depositions for disputes of $1,000,000.00 or more, any of which may be taken in accordance with Fed. R. Civ. P. 30(b)(6), plus depositions of any experts designated by the other party, all of seven (7) hours or less. There shall be no written discovery requests, except a party may serve document requests not to exceed twenty-five (25) in number, including subparts. Where a party intends to rely upon the testimony of an expert on an issue for which the party bears the burden of proof, the expert(s) must be disclosed at least sixty (60) days before the arbitration hearing. The arbitrator shall exclude or give no weight to any expert not disclosed strictly in accordance herewith. The arbitrator shall explain in writing the factual and/or legal basis for the decision. The arbitrator shall award the prevailing party its reasonable costs and attorneys' fees.

Section 3.04 Remedies Not Exclusive. Except as otherwise stated in this SLA, no right or remedy that the parties have under this SLA is exclusive of any other right or remedy under this SLA or under Law. Each and every such remedy will be in addition to, and not in limitation of or substitution for, every other remedy available at law or in equity or by statute or otherwise.

Section 3.05 Excluded Matters. The following disputes will not be resolved through arbitration unless both Parties consents to arbitration: (i) disputes that arise under or are related to the Lanham Act, as now or later amended; (ii) disputes that otherwise relate to the ownership or validity of the Blendid Marks; (iii) disputes that involve enforcement of a Party's intellectual property rights or protection of a Party's Confidential Information or Trade Secrets; or (iv) disputes related to the payment of sums a Party owes the other Party or its affiliates. Any litigation under this subsection will be filed exclusively in the United States District Court for the district in which Blendid has its principal place of business at the time of filing, and Operator irrevocably consents to this court's jurisdiction over it.

Section 3.06 Continued Performance. Each Party shall continue to perform its obligations under the SLA pending final resolution of any Dispute unless to do so would be impossible or impracticable under the circumstances. If either Party receives a Dispute Notice, then any associated time to cure will be stayed pending the resolution of the issue pursuant to this Article VII.

Section 3.07 **Waiver of Jury Trial**. EACH PARTY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM, WHETHER AT LAW OR IN EQUITY, BROUGHT BY EITHER PARTY.

Section 3.08 **Limitation of Liability**. EXCEPT FOR CLAIMS AND DAMAGES FOR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, BREACH OF EITHER PARTY'S POST-TERMINATION OBLIGATIONS, AND EACH PARTY'S INDEMNITY OBLIGATIONS HEREUNDER, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECULATIVE, OR PUNITIVE DAMAGES, OR COSTS OF LITIGATION (EXCEPT AS EXPRESSLY STATED OTHERWISE IN THIS SLA), BUT SPECIFICALLY EXCLUDING, BUSINESS INTERRUPTION LOSSES. Notwithstanding the foregoing, this limitation on liability shall not apply to such damages that may be recovered under a required insurance policy to the actual maximum limits of that policy, and provided that a Party is responsible for such damages to the extent of any deductible or self-insured retention under such policy.

Section 3.09 **Limitation of Claims**. EXCEPT FOR CLAIMS ARISING FROM (i) A PARTY'S NON-PAYMENT OR UNDERPAYMENT OF AMOUNTS A PARTY OWES THE OTHER PARTY, (ii) EACH PARTY'S COMPLIANCE WITH ANY POST-TERMINATION OBLIGATIONS, OR (iii) ANY VIOLATION OF A PARTY'S INTELLECTUAL PROPERTY RIGHTS, ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS SLA OR OUR RELATIONSHIP BETWEEN PARTIES WILL BE BARRED UNLESS A JUDICIAL OR ARBITRATION PROCEEDING IS COMMENCED WITHIN 24 MONTHS FROM THE DATE ON WHICH THE ACT, CONDUCT, EVENT, OR OCCURRENCE GIVING RISE TO THE CLAIMS OCCURS, REGARDLESS OF WHEN THE CLAIMS WERE, OR SHOULD HAVE BEEN, DISCOVERED.

ARTICLE IV. GENERAL PROVISIONS

Section 4.01 **Governing Law**. This SLA shall be governed by and construed in accordance with the internal laws of the state of Georgia, without giving effect to any choice or conflict of law provision or rule (whether of the state of Georgia or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the state of Georgia.

Section 4.02 **Force Majeure.** Neither Party shall be liable for loss or damage or deemed to be in breach of this SLA if its failure to perform its obligations results from: compliance with any laws; acts of God; pandemic or epidemic; unavailability of any essential equipment, materials, or service, including interruptions in telephone or internet service; lockout, other industrial disturbance or labor difficulty; war, civil unrest, act of public enemy, terrorist act, blockade, revolution, riot, insurgency or insurrection; lightning, storm, flood, fire, earthquake, other natural disaster; explosion; embargo; or unavoidable accident, which are not the fault of the non-performing Party. Any delay resulting from any of said causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable, except that said causes shall not excuse payment of amounts owed at the time of such occurrence or any and all other payments which may become due thereafter. In the event that such causes or occurrences continue for a period of six months or more and prevent the performance of a Party's obligations under this SLA, the party whose performance has not been impacted may terminate this SLA, effective upon delivery of notice to the non-performing party.

Section 4.03 **Notices**. All notices, requests, consents, claims, demands, waivers, and other communications under this SLA (each, a "**Notice**", and with the correlative meaning "**Notify**") must be

in writing and addressed to the other Party at its address set forth below (or to such other address that the receiving Party may designate from time to time in accordance with this Section). Unless otherwise agreed herein, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid) or email to the designated executive contact of a party. Except as otherwise provided in this SLA, a Notice is effective only (a) on receipt by the receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section.

Notice to Operator: _____
_____
Telephone: _____
Email: _____

Notice to Blendid: 6d bytes inc. dba Blendid
440 N. Wolfe Rd., Sunnyvale, CA 94085
Telephone: 415-651-3467
Email: business@blendid.com

Section 4.04 **Entire Agreement**. This SLA contains the entire agreement of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

Section 4.05 **No Third-Party Beneficiaries**. Except as otherwise provided in Section 8.09 (No Liability for Jamba), nothing herein is intended or shall be construed to confer upon any person or entity other than the Parties and their successors or assigns, any rights or remedies under or by reason of this SLA.

Section 4.06 **Severability**. If any term or provision of this SLA is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this SLA or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this SLA to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 4.07 **Independent Contractor**. Nothing in this SLA shall create any partnership, limited partnership, agency or joint venture relationship between the parties. The Parties are acting as independent contractors with respect to each other, and none of the employees of either Party will be deemed to be employees of the other Party for any purpose. Each Party agrees that it is not, and will not hold itself out as the representative, affiliate or agent of the other Party for any purpose. Neither Party has any right or authority to assume or to create any obligation or responsibility on behalf of the other Party for any purpose. Each Party will pay and be solely responsible for all contributions, taxes and premiums payable under any and all Laws with respect to employees.

Section 4.08 **Compliance with Laws**. Each Party shall comply and shall ensure that its employees, agents, and independent contractors (including subcontractors) comply with all Laws in the exercise of its rights and performance of its obligations under this SLA. Without limiting the foregoing,

each Party shall, at its sole expense, obtain and maintain during the Term all certifications, credentials, authorizations, licenses, and permits necessary to perform its obligations under the SLA.

Section 4.09 **No Liability for Jamba**. This SLA is between Operator and Blendid. The Parties acknowledge and agree that Jamba is not a party to this SLA or any other agreements between both of the Parties. No past, present or future director, officer, employee, incorporator, member, partner, stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent, attorney or representative of Jamba or any of its parents, subsidiaries, or affiliates (collectively, the "**Jamba Parties**") shall have any liability of any kind for (i) any obligations, liabilities, acts, omissions, or representations of either Party or any of their respective members, shareholders, partners, agents, affiliates, subsidiaries, and parents under this SLA or under any other agreement between the Parties or (ii) any claim based on, in respect of, or by reason of, the transactions and Services contemplated by this SLA or any other agreement between the Parties. Jamba (on behalf of the Jamba Parties) explicitly disclaims any representations made by either Party related to this SLA or any other agreement between the Parties. Operator covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum against any Jamba Party with respect to any claims related to or arising from this SLA or any other agreement between the Parties (including the breach of this SLA or such agreement) or the Services, except Operator may assist any Jamba Parties or Blendid (provided such parties request such assistance) in defending against any third-party claims brought against such parties. The Jamba Parties are third-party beneficiaries of this Section and shall be entitled to enforce the terms of this Section as if they were each a party to this Agreement.

Section 4.10 **Counterparts**. This SLA may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this SLA as of the Agreement Date.

BLENDID:	**OPERATOR:**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT A
BLENDID UNIT WARRANTY

6d Bytes Inc. ("**Blendid**") warrants to the owner ("**Operator**") of the Blendid food kiosk system (a "**Unit**") that for a period of 60 months from the date that a Unit is first activated after its installation (the "**Warranty Period**"), such Unit will: (a) be free from any defects in workmanship, material, and design; (b) conform to applicable specifications for such Units; (c) be fit for its intended purpose and operate as intended; and (d) be merchantable (the "**Equipment Warranty**"). In addition, Blendid warrants that the Unit will be (i) free and clear of all liens, security interests, or other encumbrances; and (ii) not infringe or misappropriate any third party's patent or other intellectual property rights.

1. **Warranty Claims Procedure.** If an Operator believes that a Unit, or any component of a Unit, is defective, nonconforming, or otherwise breaches the Equipment Warranty, the Operator shall be entitled to submit a warranty claim detailing the existence and nature of any nonconformance (a "**Warranty Claim**") in accordance with the procedure set forth in this section.

a. Submission of Warranty Claim. Operator may submit a Warranty Claim to Blendid by phone, e-mail, over the web, or through the Unit's software.

b. Claim Deadline. The Warranty Claim may only be submitted prior to the expiration of the Warranty Period and within 30 days of the Unit owner becoming aware of such defect or nonconformance.

c. Investigation and Remedy. Blendid shall have a reasonable opportunity, not to exceed 15 days from receipt of notification of a Warranty Claim that does not prevent the operation of the Unit and within 48 hours from receipt of notification of a Warranty Claim that does prevent the operation of the Unit, to inspect such Unit, investigate the Warranty Claim, and, if necessary, repair or initiate the replacement of the Unit (or the malfunctioning component).

i. If this inspection and/or investigation confirms a valid Warranty Claim, Blendid shall (at its option and at no additional charge to the Operator) repair the defective Unit (or the malfunctioning component) or replace the Unit (or the malfunctioning component) with the same or equivalent Unit (or the malfunctioning component) and pay for all related expenses, including, but not limited to, labor charges, the cost of parts, and transportation charges for the return of the defective or nonconforming Unit (or the malfunctioning component) to Blendid and the delivery of repaired or replacement Unit (or the malfunctioning component) to the Operator's location.

ii. If this inspection and/or investigation indicates the Warranty Claim is not valid, then Blendid may invoice the owner of the Unit for the cost of replacement parts or components required to restore operation of the Unit or component thereof and related delivery and labor costs.

2. **Unit Returns.** Operator shall not be required to accept Units upon delivery that do not comply with the Equipment Warranty. Blendid will (a) accept returns of non-conforming Units, (b) be responsible for all delivery and storage costs associated with the return of such Units, and (c) refund the purchase price paid for any such Units and any related delivery or storage expenses incurred by Operator.

3. **Warranty Exclusions.** The Equipment Warranty does not apply to any defect caused

by (a) any accident, abuse, misuse, neglect, vandalism, unauthorized alteration, non-compliance with Blendid's published standard operating procedures and preventive maintenance requirements, use on incorrect voltage, or use of poor water by Operator or any party other than Blendid or its agents or (b) fire, lightning, flood, or other acts of God. If Blendid's representatives are prevented from performing or completing service by Operator or if Operator refuses service in part or whole for 30 days after receiving a notification from Blendid expressing its intent to perform service, the Equipment Warranty shall be considered void.

4. **Warranty for Repaired or Replaced Units.** Repaired or replaced Units or related components are warranted for the balance of the original Warranty Period.

5. **No Other Warranties**. The Equipment Warranty and other warranties herein are in lieu of all other warranties expressed or implied. In no event shall Blendid be liable for consequential or incidental damages, except as otherwise provided in a Service Level Agreement between Blendid and Operator.

6. **Survival and Transferability**. These warranties survive any delivery, inspection, acceptance, or payment of or for the Unit by Operator or a reseller and shall transfer to any Operator that purchases such Units from any party.

7. **Disputes.** If Operator and Blendid disagree as to whether a Warranty Claim is timely and valid, Operator and Blendid shall first attempt to resolve the dispute through discussions between executives before initiating a legal action.

8. **Modifications and Reliance.** Employees and agents of Blendid are not authorized to modify the terms of these warranties or to add warranties that are binding to Blendid, except as part of a fully-executed contract mutually agreed to by Blendid and Operator. Neither written nor oral statements by Blendid's employees or agents establish warranties and thus must not be relied upon.

CO-BRANDED STORE SCHEDULE

If you will be operating a Co-Branded Store, the following Schedule will replace Schedule A of the Franchise Agreement that is attached as Exhibit B to this Disclosure Document.

SCHEDULE A

FRANCHISE SPECIFIC TERMS

(CO-BRANDED STORE)

1. **"Effective Date"** means: _____

2. **"Franchisor"** means: Jamba Juice Franchisor SPV LLC, a Delaware limited liability company

3. **"Franchisee"** means: «Z1_First_Name» «Z1_Last_Name», a «Z1_State_of_Formation» «Z1_Entity_Type», «Z2_First_Name» «Z2_Last_Name», a «Z2_State_of_Formation» «Z2_Entity_Type»«Z3_First_Name» «Z3_Last_Name», a «Z3_State_of_Formation» «Z3_Entity_Type»«Z4_First_Name» «Z4_Last_Name», a «Z4_State_of_Formation» «Z4_Entity_Type»«Z5_First_Name» «Z5_Last_Name»

4. **Recital A: "Approved Products"** means specific juices, smoothies, frozen yogurt, snack, and other food items prepared in accordance with our recipes, standards, and specifications and other related food products, beverage products, ancillary products (such as books, juicers, cups, coolers, hats, t-shirts, and novelty items), and services we approve.

5. **Recital A:** The **"Primary Mark**" is: JAMBA®

6. **Section 1.1 (Accepted Location):** The Accepted Location means: «location_name», «store_street_address», «store_city», «store_state» «store_zip». [OR] a location to be determined and added to this Agreement located in the following Site Selection Area: _____.

7. **Section 1.4.A. (Owners of Equity):** Below is a complete list of your Owners and breakdown of your ownership structure:

8. **Section 3.1 (Initial Franchise Fee):** The Initial Franchise Fee shall be equal to $_____.

9. **Section 3.2.A. (Royalty Fee):**

   The Royalty Fee shall be 6% of the Net Sales of the Franchised Business, payable each week on the Net Sales of the Franchised Business for the preceding week (or on any other basis stated in the Manuals or in our written notice to you). We may, in our sole discretion, increase the Royalty Fee at any time during the Term up to a maximum of 7% of the Net Sales of the Franchised Business. We and the Co-Branded Franchisor will jointly collect the Royalty Fee from you based on the Net Sales of the entire Co-Branded Franchise.

10. **Section 3.2.B. (Advertising Contribution):**

    The Advertising Contribution shall be in an amount we determine, in our sole discretion, which when combined with the Local Marketing Obligation (as specified in Section 10.1.E. (Local Marketing Obligation)) shall not exceed 5% of the Net Sales of the Franchised Business, payable each week on the Net Sales of the Franchised Business for the

preceding week (or on any other basis stated in the Manuals or in our written notice to you). We will collect the Advertising Contribution from you based on the portion of the Net Sales of the Franchised Business that are attributable to products that we and the Co-Branded Franchisor mutually agree, in our and its sole discretion, to credit towards the Jamba® side of the Franchised Business. Pursuant to the Co-Branded Agreement, the Co-Branded Franchisor will collect an advertising contribution from you based on the remaining portion of the Net Sales of the Franchised Business that are attributable to products that we and the Co-Branded Franchisor mutually agree, in our and its sole discretion, to credit towards the Co-Branded Franchise's side of the Franchised Business.

11. **Section 4.1 (Reserved Rights):** The following provisions are added to Section 4.1 of the Agreement.

[For Streetside Locations:]

A. Area of Protection. We grant you a protected territory in which you have certain limited exclusive rights (an **"Area of Protection"**). [Your Area of Protection is: a . mile [OR block] radius from the Accepted Location with the Accepted Location as the center point.] [OR] [We will designate, in our sole discretion, your Area of Protection after we accept the Proposed Location as the Accepted Location. When we designate the Area of Protection for the Franchised Business, you must sign standard documentation we prepare, which includes a general release, to document the Area of Protection.] If you relocate the Franchised Business pursuant to Section 5.5 (Relocation of the Franchised Business), we will specify an Area of Protection for the new location.

B. Protected Rights. During the Term, we will not establish or operate, nor license any other person to establish or operate, a Business operating under the Marks and the System that is co-branded and co-located with an Auntie Anne's® business that is operated under the Auntie Anne's® marks and system (a "**Co-Branded Business**") at a Streetside Location within the Area of Protection. "**Streetside Locations**" include freestanding, inline, and endcap locations on city streets or in shopping centers (including power centers, lifestyle centers, and strip centers, but excluding malls (enclosed and open air) and outlet malls and centers). Co-Branded Businesses do not include single-branded Businesses and businesses that do not include the exact combination of multiple brands as the Co-Branded Business (such as a Business that is co-branded with a brand other than the Auntie Anne's® brand or that is multi-branded with the Auntie Anne's® brand and one or more other brands).

C. Other Locations. **"Other Locations"** include all locations other than Streetside Locations, including airports, amusement parks, big box stores, casinos, colleges, convenience stores, farmer's markets, military bases, malls (enclosed and open air), outlet malls and centers, sports and entertainment venues, train stations, transportation centers, travel plazas, truck stops, universities, zoos, and Delivery Kitchens. "**Delivery Kitchens**" include kitchens devoted to the preparation of products or Approved Products (often referred to as ghost, dark, or cloud kitchens), which may use the Marks and may deliver to customers located anywhere.

C. Our Reserved Rights. We reserve all rights that we do not expressly grant you in this Agreement. For example, without limitation, we have the following rights, without providing any rights or compensation to you:

(i) We and/or our affiliates may establish or license franchises and/or company-owned businesses offering products or services that are similar or identical to the Approved Products using the System or elements of the System under the Marks or any other marks (a) anywhere outside of the Area of Protection, (b) in Other Locations inside or outside the Area of Protection, or (c) in businesses other than Co-Branded Businesses inside or outside the Area of Protection.

(ii) We and/or our affiliates may produce and/or sell Approved Products or any other products or services, and authorize others to produce and/or sell Approved Products or any other products or services, using the Marks, the System, and any other marks and/or systems we desire through any alternative channel of distribution located anywhere, including to and through (a) supermarkets, convenience stores, club stores, and other retail facilities not dedicated to the sale of the Approved Products, (b) mail order and e-commerce channels, and (c) Delivery Kitchens.

(iii) We and/or our affiliates may advertise, or authorize others to advertise, using the Marks anywhere, including inside and outside any Area of Protection.

(iv) We and/or our affiliates may acquire, be acquired by, or merge with another entity with existing businesses or franchises that are similar to or competitive with the Businesses anywhere and (i) convert the other businesses to be Businesses operating under the Marks and the System (except to be Co-Branded Businesses inside your Area of Protection), (ii) permit the other businesses to continue to operate under another name anywhere, and/or (iii) permit the businesses to operate under another name and convert your Franchised Business and existing Businesses to such other name.

D. Acknowledgements. You acknowledge that we, our affiliates, and our and their other franchisees may solicit customers in, and service customers who are from, any geographic location we or they desire, including locations within your Area of Protection, and that we, our affiliates, and other franchisees may provide Catering Services and Delivery Services within your Area of Protection.

E. Modification of Area of Protection. If you (i) commit a default that cannot be cured as specified in Section 17.2 (Our Termination: No Opportunity to Cure) or if you fail to cure a default within the cure period specified in Section 17.3 (Our Termination: Opportunity to Cure Within Cure Period) and (ii) we do not exercise our right to terminate the Agreement, we may, at our sole election and upon delivery of written notice to you, temporarily or permanently eliminate or reduce the size of your Area of Protection, in addition to any other remedies specified in Section 17.5 (Our Remedies After Your Default).

[For Other Locations:]

A. No Protected Rights. You do not have any protected or exclusive rights under this Agreement.

B. Our Reserved Rights. We reserve all rights that we do not expressly grant you in this Agreement. We and our affiliates have the right to conduct, or authorize third parties to conduct, any business activities, under any name, in any geographic area, and at any location, regardless of the proximity to or effect on your Franchised Business. For example, without limitation, we have the following rights, without providing any rights or compensation to you:

(i) We and/or our affiliates may establish or license franchises and/or company-owned businesses offering products or services that are similar or identical to the Approved Products using the System or elements of the System under the Marks or any other marks anywhere, including near your Accepted Location.

(ii) We and/or our affiliates may produce and/or sell Approved Products or any other products or services, and authorize others to produce and/or sell Approved Products or any other products or services, using the Marks, the System, and any other marks and/or systems we desire through any alternative channel of distribution located anywhere, including to and through (a) supermarkets, convenience stores, club stores, and other retail facilities not dedicated to the sale of the Approved Products, (b) mail order and e-commerce channels, and (c) kitchens devoted to the preparation of Products or Approved Products (often referred to as ghost, dark or cloud kitchens), which may use the Marks and may deliver to customers located anywhere.

(iii) We and/or our affiliates may advertise, or authorize others to advertise, using the Marks anywhere.

(iv) We and/or our affiliates may acquire, be acquired by, or merge with another entity with existing businesses or franchises that are similar to or competitive with the Businesses anywhere and (i) convert the other businesses to be Businesses operating under the Marks and the System, (ii) permit the other businesses to continue to operate under another name anywhere, and/or (iii) permit the businesses to operate under another name and convert your Franchised Business and existing Businesses to such other name.

12. **Section 6.5 (Opening and Development Deadlines):**

EVENT	COMPLETION DEADLINE
Site Approval Deadline (Section 6.5.A.)	Within 150 days after the Effective Date
Construction Start Deadline (Section 6.5.B.)	Within 270 days after the Effective Date
Opening Deadline (Section 6.5.C.)	Within 360 days after the Effective Date

13. **Section 10.1.C. (Grand Opening Advertising):**

Your Grand Opening Obligation is that you must spend at least [For Other Locations: $5,000 For Streetside Locations: $15,000] in grand opening advertising promoting the opening of your Franchised Business within the period beginning 90 days before the Opening Date and ending 90 days after the Opening Date, which includes advertising for both brands.

14. **Section 10.1.E. (Local Marketing Obligation):**

Your Local Marketing Obligation shall be equal to 1% of the Net Sales of your Franchised Business per calendar quarter. We may change the Local Marketing Obligation in our sole discretion, provided that the required Advertising Contribution and Local Marketing Obligation shall not exceed 5% of the Net Sales of your Franchised Business.

15. **Section 11.1.A (Required Trainees):**

The Required Trainees shall consist of two Managers and any other individuals that we designate.

16. **Section 11.1.B (Training Fees):**

We will provide the Management Training Program at no additional charge for any Required Trainees and a modified Management Training Program at no additional charge to your Primary Contact (if they are not also a Manager) for the first two Franchised Businesses that you or your affiliates operate. For the third and subsequent Franchised Businesses that you or your affiliates operate, if we require you or you elect to receive the Management Training Program from us or our designee, you must pay us our then-current initial training fee for all of your Required Trainees and Primary Contact to attend at the same time.

17. **Section 11.1.D (Completion of Training):**

All of your Required Trainees must complete our Management Training Program at least two weeks before you open your Franchised Business.

18. **Section 11.2 (On-Site Training):**

If this is your first Franchised Business (including Franchised Businesses owned by your affiliates), we will send one or more of our representatives to the Franchised Business, at our expense, for a minimum of two days of On-Site Training concurrent with beginning operations.

19. **Section 12.7 (Your Participation; Manager):**

Your Franchised Business must employ at least two Managers who have successfully completed the Management Training Program and is dedicated to the Franchised Business.

20. **Section 13.2 (Required Insurance):**

Currently, you must obtain and maintain the following coverage:

A. Comprehensive General Liability Insurance, including Products & Completed Operations coverage with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate with a maximum $5,000 deductible per occurrence;

B. Dram Shop Liability (if you serve alcohol) with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate;

C. Statutory Workers' Compensation insurance, including employer's liability insurance, with limits not less than $500,000;

D. Automobile Liability insurance with a combined single limit of $1,000,000 for any owned, hired, or non-owned automobile used in connection with the Franchised Business;

E. "Follow Form" Umbrella/Excess Liability Policy with limits not less than $2,000,000 per occurrence and in the aggregate that is in excess of items 1, 2, 3 (employer's liability insurance only), and 4 above;

F. Business Property Insurance that extends coverage on a replacement cost basis for business personal property including electronic equipment, tenant improvements and betterments, and business income and extra expense, with covered causes of loss as "Special" or "All Risk" with coinsurance conditions not less than 80%, and further, if you are in a location that resides in FEMA Flood Zones beginning with the letters "A" or "V", coverage for Flood;

G. Employment Practices Liability insurance, including third-party coverage, with limits not less than $1,000,000 per employee and $1,000,000 per accident;

H. Cyber Liability insurance with limits not less than $1,000,000; and

I. Other insurance required by an applicable state or local authority.

If you obtain a claims made policy, you must provide a tail coverage policy for no less than one year after the expiration or termination of this Agreement or the closure of the Franchised Business, whichever occurs first. The tail coverage limits must be equal to, or greater than, the limits provided in the prior policy.

21. **Section 15.4 (Restrictive Covenants):**

A "**Competing Product**" includes any smoothie or fresh or frozen fruit and/or vegetable juice-type product.

22. **Section 20.5 (Notices):**

The notice address for the Franchisor shall be:

Jamba Juice Franchisor SPV LLC, 5620 Glenridge Drive, NE, Atlanta, Georgia 30342, Attention: Legal Department

The notice address for the Franchisee shall be: «C1_contact_street», «C1_contact_city», «C1_contact_state» «C1_contact_zip».

23. **Section 22.11 (Additional Terms; Inconsistent Terms):** The following additional terms amend the applicable Sections of the Agreement:

A. **Section 1.1 (Grant of Franchise)** is amended to add the following sentence:

The Franchised Business must be operated at the Accepted Location in conjunction with an Auntie Anne's® franchised business (the "**Co-Branded Franchise**") that is operated by you in accordance with an Auntie Anne's ® franchise agreement (the "**Co-Branded Agreement**") between you and Auntie Anne's Franchisor SPV LLC (the "**Co-Branded Franchisor**"). The Franchised Business and the Co-Branded Franchise shall be co-branded using the Marks and the trademarks licensed to you by the Co-Branded Franchisor.

B. **Section 1.4 (Owners of Equity)** is amended to add the following sentence:

You represent and warrant that the Franchisee and Owners under this Agreement are identical to, and throughout the Term will continue to be identical to, those under the Co-Branded Agreement.

C. **Section 2.2 (Conditions for Renewal Term)** is amended by adding the following numerette:

(v) Obtain the right from Co-Branded Franchisor to continue to operate the Co-Branded Franchise at the Accepted Location for the duration of the Renewal Term, which may require you to meet certain renewal conditions required by Co-Branded Franchisor, including signing a renewal Co-Branded Agreement.

D. **Section 3 (Fees)** is amended by adding the following as Section 3.8:

3.8. Collection of Fees for Co-Branded Franchises. We and the Co-Branded Franchisor may both independently impose the following fees in accordance with the terms of this Agreement and/or the Co-Branded Agreement (in other words, (a) we could charge the fee and the Co-Branded Franchisor could also separately charge the same fee or (b) we could charge the fee, even if the Co-Branded Franchisor does not do so): (i) the Renewal Fee; (ii) the Ordering Support Fee; (iii) fees related to Advertising Cooperatives, brand promotions, taxes and related payments, conferences and programs, brand advisory councils, Transfers, gift card and loyalty programs, loyalty apps, online ordering, purchasing programs, supply chains, insurance policies, development deadline extensions, indemnification provisions, attorneys' fees, and the reinstatement of franchises; and (iv) any other fees that are brand-specific or relate to costs that may be separately incurred by us and/or the Co-Branded Franchisor. All other fees will be charged by (x) us or the Co-Branded Franchisor, but not both or (y) jointly by both us and the Co-Branded Franchisor (and split between the two of us).

E. **Section 7.2 (Approved Products)** is amended by adding the following sentence:

You acknowledge that by virtue of the co-branded nature of the Franchised Business, the menu for your Franchised Business may not consist of all of the menu items normally offered at a Business.

F. **Section 8.2 (Compliance with the System)** is amended by adding the following:

We and you agree to cooperate in good faith with each other and with the Co-Branded Franchisor to accommodate the different requirements of each brand's franchise agreements, manuals, policies, and procedures to enable efficient and harmonious operations of multiple brands within the Accepted Location. You must comply with the most stringent duties and obligations set forth in the franchise agreements of both concepts. You acknowledge and agree that we have the right to communicate with the Co-Branded Franchisor regarding any aspect of your development or operation of the Franchised Business and to provide the Co-Branded Franchisor with copies of all default and termination notices which may arise under this Agreement.

G. **Section 11.1.G(i) (Management Training)** is deleted and replaced with the following:

If you and your affiliates collectively operate two or more Franchised Businesses, we require you or your affiliates to provide the Management Training Program to your Required Trainees and Subsequent Trainees. If we provide the Management Training Program to you for your third or subsequent Stores or if you are purchasing an existing Store and are not an existing franchisee, you must pay us a fee of $2,500 for the training.

H. **Section 12.8 (Computer System)** is amended by adding the following:

You may use the Computer System to operate both the Franchised Business and the Co-Branded Franchise.

I. **Section 14.1 (Inspections and Audits)** is amended by adding the following:

You acknowledge that the Co-Branded Franchisor may conduct any of the inspections or audits described in this Section 14 and that you will cooperate with their efforts to do so.

J. **Section 14.3 (Systems and Reports)** is amended by deleting numerette (ii) and replacing it with the following:

(ii) timely submit to us complete and accurate financial, operational, and other reports we require (including condensed reports of Net Sales on a daily basis and weekly reports detailing the Gross Sales and Net Sales during the preceding week) in accordance with our guidelines;

K. **Section 14.4 (Financial Statements)** is amended by adding the following:

In addition, within 45 days following the end of each fiscal quarter, you must furnish to us financial statements of the Franchised Business for the preceding quarter, including a balance sheet and profit and loss statement, prepared in the form and manner prescribed by us in accordance with generally accepted accounting principles and certified by you to be true and correct.

L. **Section 15.4.B. (Post-Term)** is amended by deleting the clauses before numerette (i) and replacing them with the following:

> Beginning at the expiration or termination of this Agreement and for 24 months thereafter or 24 months after a court of competent jurisdiction enters an order enforcing this Section 15.4 of this Agreement, whichever occurs last,

M. **Section 16.2 (No Transfer Without Our Consent)** is amended by adding the following sentence:

> In addition, you may not Transfer any interest in the Agreement or in the Franchised Business unless you simultaneously transfer to the same third-party transferee the same interest in your Co-Branded Franchisor or in your Co-Branded Franchise, as the case may be. You acknowledge that you will have to satisfy the transfer procedures for both us (as set forth in this Agreement) and the Co-Branded Franchisor (as set forth in your Co-Branded Agreement), including the right to approve the Transfer and the proposed transferees and payment of any transfer fees due under each agreement.

N. **Section 17.2 (Our Termination: No Opportunity to Cure)** is amended by adding the following new Section 17.2.M.:

> 17.2.M. Your Co-Branded Agreement terminates or expires or you for any other reason cease to operate the Co-Branded Franchise at the Accepted Location.

[SCHEDULE A SIGNATURE PAGE FOLLOWS]

Signature Page for Schedule A (Franchise Specific Terms)

FRANCHISOR:

Jamba Juice Franchisor SPV LLC

By:_____
Name:_____
Title:_____

Date:_____

FRANCHISEE:

«Z1_First_Name»: «Z1_Last_Name»

By:_____
Name: «Signee_1_name»
«Z1_State_of_Formation»
Title: «Signee_1_title»

Date:_____

By:
_____L.S.
Name: «Signee_2_name»
Title: «Signee_2_title»

Date: _____

By:
_____L.S.
Name: «Signee_3_name»
Title: «Signee_3_title»

Date: _____

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

(Prospective Franchisee)

During the process of investigating the purchase of a Jamba franchise, the undersigned has expressed an interest in obtaining information about the Jamba franchise program. Jamba Juice Franchisor SPV LLC (the "**Franchisor**") is comfortable providing the undersigned with such information, however, due to the sensitive nature of the information that is likely to be disclosed to the undersigned, it is necessary for the Franchisor to ensure that the information is maintained in confidence by the undersigned and not disclosed in an unauthorized manner. Therefore, in consideration for our agreement to provide the undersigned with access to the Franchisor's Confidential Information (as defined below), the undersigned agrees to the following requirements and restriction, effective with the signing of this Agreement and continuing for so long as the Confidential Information remains confidential and proprietary to the Franchisor:

1. The undersigned agrees to use the Confidential Information (as defined below) to which he/she is exposed only in connection with the undersigned's investigation of a Jamba franchise and for no other purpose.

2. The undersigned agrees to maintain the Confidential Information in strictest confidence and not to copy, reproduce or otherwise transmit the Confidential Information without the Franchisor's prior written consent, which may be denied in the Franchisor's sole discretion.

3. The undersigned may not disclose or disseminate the Confidential Information to any third party without the Franchisor's prior written consent, except the undersigned may share the Confidential Information with his/her financial and legal advisors on a need to know basis only and only if such advisors agree to be bound by the terms and conditions of this Agreement.

4. At the Franchisor's request, upon the undersigned's completion of his/her investigation of a Jamba franchise, the undersigned agrees to return to the Franchisor all Confidential Information received by the undersigned or to otherwise dispose of it in accordance with the Franchisor's instructions.

For purposes of this Agreement, "Confidential Information" shall mean all financial, business, market and operating information of any kind to relating to the Jamba franchise program or the operation of a Jamba franchise, all recipe ingredients, operational methods and processes, store layouts, equipment specifications, list of suppliers and vendors, financial information pertaining to the Franchisor, store design criteria, store location criteria, blueprints, operational and financial standards, and all related matters regarding Jamba businesses, whether communicated in writing or orally. "Confidential Information" does not include data, material or information: (i) which is known to the undersigned at the time of disclosure as demonstrated by the undersigned's files and records; (ii) becomes known to the undersigned from another source without confidentiality restrictions; or (iii) is or becomes part of the public domain through no act or omission by the undersigned.

The undersigned represents and warrants that he/she is not employed by or in any way affiliated with or connected to, directly or indirectly, any other person or company that produces or sells products that compete with the products sold at Jamba stores or that otherwise competes with Jamba stores. The undersigned further represents and warrants that he/she is not submitting a

franchise application to the Franchisor for the purpose of obtaining information about the Jamba franchise system for or on behalf of any other person or company. The undersign has or will disclose to Franchisor all businesses that he/she is in any way affiliated with or connected to, directly or indirectly.

The undersigned agrees to indemnify and hold Franchisor harmless from any and all costs, expenses, damages and attorneys' fees arising from or related to the undersigned's breach of this Agreement.

The undersigned and Franchisor consent and agree that all legal proceedings relating to the subject matter of this Agreement shall be maintained in the federal and/or state courts of the State of Georgia, and all parties hereto consent and agree that jurisdiction and venue for such proceedings shall lie exclusively within said Courts.

By: _____
Name: «Signee_3_name»

Date: _____

GENERAL RELEASE – ASSIGNMENT/RENEWAL

To all to whom these Presents shall come or may Concern, Know «Seller1_Name»«Seller2_Name»«Seller3_Name», an individual(s) domiciled in the State of «Store_State» as RELEASOR, in consideration of the consent of JAMBA JUICE FRANCHISOR SPV LLC to the Assignment or Renewal of the Jamba Franchise Agreement between RELEASOR and JAMBA JUICE FRANCHISOR SPV LLC (the "Franchise Agreement") to «Combined_All_Franchise_Names», and other good and valuable consideration, hereby releases and discharges JAMBA JUICE FRANCHISOR SPV LLC and its affiliates and its and their respective parents, subsidiaries, officers, directors, shareholders, members, managers, agents, agents, attorneys, representatives, contractors and employees, and the respective successors, assign, executors, administrators and heirs of the foregoing (collectively, the "RELEASEE PARTIES") from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, which against the RELEASEE PARTIES or any of them, the RELEASOR and/or its affiliates and its and/or their successors and assigns ever had, now have or hereafter can, shall or may have, on or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of this RELEASE, including, without limitation, claims arising under federal, state and local laws, rules and ordinances. This General Release is not intended as a waiver of those rights of the undersigned which cannot be waived under applicable state franchise laws nor is it intended to relieve JAMBA JUICE FRANCHISOR SPV LLC or any of the RELEASEE PARTIES, directly or indirectly, from liability or claims arising under the (i) Maryland Franchise Registration and Disclosure Law or (ii) Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder. This General Release shall survive the assignment or renewal of the Jamba Franchise Agreement or any other documents entered into by and between JAMBA JUICE FRANCHISOR SPV LLC and any of the undersigned in connection with the franchise relationship.

Whenever the text hereof requires, the use of singular number shall include the appropriate plural number as the text of the within instrument may require.

This RELEASE may not be changed orally.

IN WITNESS WHEREOF, the RELEASOR (if an individual) *has executed this RELEASE*, and (if a corporation) has *caused this RELEASE to be executed by a duly authorized officer and its corporate seal to be hereunto affixed on* _____, _____.

RELEASOR

[SEAL]

By_____
«Seller1_Name»

ACKNOWLEDGMENT FOR INDIVIDUAL RELEASOR

STATE OF _____

ss.:

COUNTY OF _____

On _____,_____ before me _____,

personally came «Seller1_Name»«Seller2_Name»«Seller3_Name», to me known, who, by me duly sworn, did depose and say that deponent(s) reside(s) at «Seller1_Address»«Seller2_Address»«Seller3_Address», and known to me to be the same person whose name(s) is signed to the foregoing RELEASE, and acknowledged the execution thereof for the uses and purposes therein set forth.

IN WITNESS WHEREOF I have hereunto set my hand and official seal.

Notary Public

_____

My Commission expires: _____

(NOTARIAL SEAL)

By: _____L.S.
Name: «Signee_3_name»
Title: «Signee_3_title»

Date: _____

By: _____L.S.
Name: «Signee_4_name»
Title: «Signee_4_title»

Date: _____

By: _____L.S.
Name: «Signee_5_name»
Title: «Signee_5_title»

Date: _____

POS SYSTEM SUPPORT SERVICES AGREEMENT

THIS SERVICE LEVEL AGREEMENT (this "***Agreement***") is made and entered into as of _____ ("Effective Date") by and between **«Z1_First_Name»** «Z1_Last_Name», a «Z1_State_of_Formation» «Z1_Entity_Type», **«Z2_First_Name» «Z2_Last_Name»**, a «Z2_State_of_Formation» «Z2_Entity_Type»**«Z3_First_Name» «Z3_Last_Name»**, a «Z3_State_of_Formation» «Z3_Entity_Type»**«Z4_First_Name» «Z4_Last_Name»**, a «Z4_State_of_Formation» «Z4_Entity_Type»**«Z5_First_Name» «Z5_Last_Name»** ("***Franchisee***") and Jamba Juice LLC ("***Company***").

BACKGROUND:

A. Jamba Juice Franchisor SPV LLC ("***Franchisor***") and Franchisee are parties to that certain Franchise Agreement dated as of the Effective Date for the operation of the Franchised Business ("***Franchise Agreement***").

B. Franchisee is required to have a point of sale system ("***POS System***") for the Franchised Business that satisfies Franchisor's Minimum Specifications.

C. Franchisee is required to obtain support for the POS System from an approved supplier, which may include Franchisor or its affiliates.

D. Franchisee desires to obtain from Company, an affiliate of Franchisor, certain support for the POS System as detailed in this Agreement and Company agrees to provide such support under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined in this Agreement shall have the meaning ascribed to such term in the Franchise Agreement or below:

    a. "***Designated Personnel***" means the person(s) who request and receive Support Services under this Agreement. As a prerequisite for Company to provide the Support Services, such person(s) should be trained and competent in the general operation of the POS System and may include, for example, a cashier, shift lead, general manager, area manager, director or internal information technology ("***IT***") staff. Company shall not be responsible for determining whether Franchisee has authorized Designated Personnel to request Support Services.

    b. "***Service Start Date***" shall mean the date that Company begins providing the Services, which is estimated to be approximately twelve (12) weeks prior to the anticipated Opening Date of the Franchised Business, as determined and approved by Company.

    c. "***Minimum Specifications***" shall have the meaning set forth in the Manuals, which Franchisor, in its sole discretion, may update from time to time.

d. "***Support Services Team***" means the person(s) authorized by Company to provide Support Services under this Agreement. Such persons may be contractors or employees of Company or its affiliates.

2. Support Services. Franchisee hereby engages Company to provide help desk services for the POS System and other related support services in accordance with and as more fully described below and in **Schedule A** (collectively, the "***Support Services***"). The Support Services may only be used for the POS System at the Franchised Business. Franchisee agrees to follow the procedures and processes for requesting and receiving Support Services, as set forth in this Agreement, including **Schedule A**. In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of **Schedule A**, the terms and conditions of this Agreement shall control. The Support Services will be provided during the hours and days specified in **Schedule A**.

   a. Comprehensive Support. Franchisee shall receive Comprehensive Support (as more fully described in **Schedule A**), which shall be subject to the Comprehensive Support Fee (as defined in **Schedule A**).

   b. Billable Support. Franchisee may request, and Company may, in its sole discretion, provide Billable Support (as more fully described in **Schedule A**), which shall be subject to the Billable Support Fee.

3. POS System. As a prerequisite for Company to provide the Support Services, the POS System must be in good operating condition and meet the Minimum Specifications (including, without limitation, the standard hardware and software requirements set forth therein). The Support Services do not include support for hardware and software that is not part of the Minimum Specifications. Company will provide Support Services in connection with specific versions of the software identified in the Minimum Specifications, and will not provide Support Services in connection with software that is no longer supported by the software licensor. Franchisee is responsible for implementing temporary procedures or workarounds as necessary to ensure continuous operation of the Franchised Business while Company is providing Support Services. Franchisee is responsible for backing up its files, data and programs and for reconstructing corrupted, lost or altered Franchisee files, data and programs. Company reserves the right, at any time and from time to time during the Term, to make the final judgment, in its sole discretion, as to whether the POS System and Franchisee adequately meet the Minimum Specifications and other prerequisites for Support Services required under this Agreement.

4. Service Fees. Franchisee shall pay Company the Comprehensive Support Fee and/or Billable Support Fee (collectively, the "***Service Fees***"), as applicable, for the Support Services provided by Company. Service Fees are exclusive of, and Franchisee will pay, any applicable sales, use, service, value added or like taxes. In the event of a Franchisee Default (as defined below), Company reserves the right, but not the obligation, to suspend part or all of the Support Services until such Franchisee Default is cured; provided however, that Franchisee shall continue to pay Service Fees, during the Term of the Agreement notwithstanding any suspension of Support Services due to a Franchisee Default.

5. Amendments to **Schedule A**. Company reserves the right, but not the obligation, from time to time, to review the Support Services and Service Fees provided under this Agreement and, in its sole discretion, to amend **Schedule A** to reflect a change in Support Services or Service

Fees. Company shall provide Franchisee with notice of any amendment to **Schedule A** via e-mail or update to the Manuals at least ninety (90) days prior to such amendment taking effect.

6. Payment.

   a. Electronic Funds Transfer; Payment Date. Payments of Comprehensive Support Fees will be drafted by Franchisor on behalf of Company from Franchisee's Designated Bank Account under Franchisor's electronic funds transfer or draft system ("***EFT***") one time per month on the same day that royalties and other fees due under the Franchise Agreement are first drafted for each month (the "***Payment Date***"). Payments shall commence on the Payment Date of the first (1st) full month following the Opening Date. Time is of the essence in the performance of all payment obligations by Franchisee. Company may change credit or payment terms at any time when, in Company's opinion, Franchisee's financial condition, previous payment record, or the nature of Franchisee's relationship with Company so warrants.

   b. Temporary Closure. In the event that the Franchised Business is temporarily closed (as determined and approved by Company), payments of Comprehensive Support Fees for the closed Franchised Business shall be suspended by Company commencing on the Payment Date of the first (1st) full month following the date such closure begins (as determined and approved by Franchisor) and payment of Monthly Fees shall be reinstated commencing on the Payment Date of the first (1st) full month following the date such closure ends (as determined and approved by Franchisor); provided however, that Company reserves the right to reinstate payments of Monthly Fees during the time of such closure if Franchisee requests and Company provides Support Services during the time of such closure. Franchisee shall be responsible for notifying and receiving Franchisor's approval of any temporary closure.

   c. Designated Bank Account. As used herein, the term "***Designated Bank Account***" means the bank account on file with Franchisor for EFT payments required under the Franchise Agreement or Manuals. Franchisee is responsible for maintaining sufficient funds in the Designated Bank Account for all Comprehensive Support Fees due under this Agreement, in addition to any amounts drafted by EFT under the Franchise Agreement and the Manuals. In the event there are insufficient funds in the Designated Bank Account to cover the draft of a payment due hereunder, Company reserves the right to charge Franchisee the return costs charged by Franchisor's bank and an administrative fee to cover Franchisor's and/or Company's cost of addressing the nonpayment. Such administrative fee is in addition to any interest on the amount due.

   d. Payment of Billable Support Fees; Interest on Past Due Amounts. Billable Support Fees shall be paid by Franchisee within thirty (30) days of being invoiced by Company. Franchisee must pay Company interest on any amounts past due at the rate of 1.5% per month or portion of month, but not more than the maximum interest rate permitted by applicable law.

7. Franchisee Default. Each of the following shall constitute a default under this Agreement, if not cured within ten (10) days following Franchisee's receipt of a written notice of such default (each a "***Franchisee Default***"): (i) Franchisee fails to pay, when due, any Service Fees; (ii) Franchisee fails to perform its obligations under this Agreement or defaults under any other agreement with Company, Franchisor, and/or each of their respective affiliates, or (ii)

Franchisee fails to satisfy and maintain the Minimum Specifications and other pre-requisites for Support Services under this Agreement.

8. Remote-Access Support. Company will provide the Support Services by a support technician over the telephone and remote access to the POS System though Company's or its affiliate's virtual private network or land line phones. Company may install, remove and run diagnostic programs and support tools on the POS System.

9. Exclusions. Support Services provided to Franchisee under this Agreement do not include program development, coding, isolation of coding problems, implementation assistance, data recovery (regardless of the cause of data loss or hardware malfunctions), or any of the exclusions set forth on **Schedule A**.

10. Telecommunication Charges. Franchisee is responsible for all telecommunication charges associated with obtaining the Support Services and obtaining and maintaining contact with Company in order to receive Support Services.

11. LIMITATION OF LIABILITY AND REMEDIES.

    a. COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE AND, EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, HEREBY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, (I) ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SUPPORT SERVICES; (II) THAT THE SUPPORT SERVICES WILL BE UNINTERRUPTED, AND/OR BE FREE FROM ERRORS, INACCURACIES, OR DELAYS; AND (III) THAT COMPANY WILL BE RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY SUBCONTRACTORS OR THIRD PARTIES. USE OF THE SUPPORT SERVICES IS AT FRANCHISEE'S OWN RISK.

    b. TO THE EXTENT COMPANY IS HELD LEGALLY LIABLE TO FRANCHISEE, COMPANY'S LIABILITY IS LIMITED TO ACTUAL LOSSES OR DIRECT DAMAGES FOR ANY CLAIM BASED ON A MATERIAL BREACH OF SUPPORT SERVICES, UP TO A MAXIMUM OF SIX (6) MONTHS OF THE SERVICE FEES PAID BY FRANCHISEE FOR THE APPLICABLE SUPPORT SERVICES DURING THE PERIOD OF MATERIAL BREACH.

    c. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT WILL COMPANY OR ITS AFFILIATES BE LIABLE FOR (I) ACTUAL LOSSES OR DIRECT DAMAGES IN EXCESS OF THE AMOUNTS SET FORTH IN **SECTION 11.b.** ABOVE; (II) DAMAGES RELATED TO LOST REVENUE, SALES OR PROFIT; (III) DAMAGES FOR LOSS OF DATA OR SOFTWARE RESTORATION; (IV) DAMAGES RELATING TO FRANCHISEE'S PROCUREMENT OF SUBSTITUTE SUPPORT SERVICES (I.E., "COST OF COVER"); OR (V) INCIDENTAL, SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE OR CONTINGENT DAMAGES (INCLUDING DOWNTIME COSTS OR LOST PROFITS); IN EACH EVENT EVEN IF COMPANY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

d. THE REMEDIES IN THIS AGREEMENT ARE FRANCHISEE'S SOLE AND EXCLUSIVE REMEDIES RELATED TO THE SUPPORT SERVICES AND THIS AGREEMENT.

e. THE PROVISIONS OF THIS SECTION 11 SHALL SURVIVE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

12. Term and Termination.

a. The initial term of this Agreement shall commence on the Effective Date and end on the last day of the same calendar year as the Effective Date (the "***Initial Term***"). Thereafter, this Agreement shall renew automatically for successive one-year terms, commencing on January 1 of each calendar year (each, a "***Renewal Term***"), unless earlier terminated as provided in this Agreement.

b. This Agreement shall terminate immediately with respect to the Franchised Business upon the effective date of the termination or expiration of the Franchise Agreement for the Franchised Business.

c. Company may terminate this Agreement for any reason or for no reason by giving written notice of such termination to Franchisee at least sixty (60) day prior to the effective date of such termination.

d. In the event this Agreement is terminated for any reason or expires, Franchisee shall pay Company for all of the Support Services performed prior to the effective date of the termination or expiration to the extent not already paid.

e. In the event Company ceases to offer or provide Support Services to franchisees in the System, on or before the Service Start Date, this Agreement shall automatically terminate.

13. Subcontractors. Notwithstanding anything to the contrary, Company reserves the right and Franchisee consents to Company's use of subcontractors, including Company's affiliates, to assist in the provision of Support Services as Company deems appropriate, without notice to Franchisee.

14. Privacy and Electronic Payment Laws. Franchisee acknowledges that this Agreement shall not reduce or diminish Franchisee's obligations and responsibilities for compliance with (i) privacy laws, standards, rules, regulations, or any equivalent thereof relating to personal information, data privacy, and data protection; (ii) the Payment Card Industry Data Security Standards enacted by the applicable card associations (as they may be modified from time to time or as successor standards are adopted); (iii) the Fair and Accurate Credit Transactions Act, and (iv) all other standards, laws, rules, regulations or any equivalent thereof applicable to electronic payments that may be published from time to time by payment card companies and applicable to electronic payments.

15. Notices. Except as otherwise provided herein, all notices, statements, requests and demands given to or made upon any party hereto in accordance with the provisions of this Agreement will be given in the manner specified in the Franchise Agreement.

16. Miscellaneous.

a. Schedules. All appendices and schedules attached to this Agreement are hereby incorporated herein by this reference.

b. Transfer or Assignment. Except as expressly provided herein, this Agreement may not be assigned by Franchisee without Company's prior written consent including assignment by operation of law and change of control. Any attempted assignment of this Agreement in violation of the preceding sentence will be null and void ab initio. In the event Franchisee sells or transfers the Franchised Business, this Agreement shall terminate and the transferee shall be required to execute Company's then-current form of Service Level Agreement. In the event of an assignment of the Franchise Agreement which has been approved by Franchisor, this Agreement shall be deemed to be assigned to the assignee of the Franchise Agreement and such assignee shall be deemed to have assumed all rights and obligations of Franchisee under this Agreement. Company may assign this Agreement to any person or entity without Franchisee consent. This Agreement will be binding on and inure to the benefit of the parties and their respective successors and permitted assigns.

c. Company's Independent Obligations. Company's obligations and duties under this Agreement are independent of Franchisor's obligations and duties under the Franchise Agreement. Franchisor shall not be in default of the Franchise Agreement for any breach of this Agreement by Company and any default of Company under this Agreement will not excuse Franchisee's performance of Franchisee's obligations hereunder or under the Franchise Agreement.

d. Force Majeure. Each party to this Agreement shall be excused from performance of its obligations pursuant to this Agreement (other than the performance of the payment obligations) for any period and to the extent that such party is prevented from performing pursuant hereto, in whole or in part, as a result of delays caused by the other party or an act of God, war, civil disturbance, court order, labor dispute, third party non-performance or other cause beyond its reasonable control, including failures, fluctuations or non-availability of electric power, heat, light, air-conditioning or telecommunications equipment, and such non-performance shall not be a default hereunder. A force majeure event does not include, whether directly or indirectly, economic hardship, changes in market conditions, or insufficiency of funds.

e. No Waivers. No failure by either party to exercise any power given to it under this Agreement, or to insist upon strict compliance by the other party of any obligation hereunder, and no custom or practice of the parties at variance with the terms of this Agreement will constitute a waiver of the party's right to demand exact compliance with the terms hereof.

f. Remedies Non-Exclusive. No remedy made available to any party by any of the provisions of this Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and in addition to every other available remedy.

g. Severability. Should any provision of this Agreement be declared invalid for any reason, such invalid provisions shall not affect the validity of any other provisions, which other provisions shall remain in force and effect as if this Agreement had been executed with the invalid provisions eliminated.

h. Independent Contractors. Company's relationship to Franchisee with respect to the Support Services shall be that of an independent contractor. Nothing herein shall be construed as creating or implying any partnership, joint venture, or similar relationship between Company and Franchisee. Person(s) providing Support Services under the Agreement shall not, for any purpose, be considered employees or agents of Franchisee. Company will be solely responsible for the supervision, daily direction and control of its employees while such employees are performing Support Services under this Agreement. Neither party hereto has any authority of any kind to bind the other party in any respect whatsoever, nor shall either party hereto act or attempt to act, or represent itself, directly or by implication, as an agent of the other party hereto or in any manner assume or create, or attempt to assume or create any obligation on behalf of or in the name of the other party hereto.

i. Law; Arbitration; Venue; Jurisdiction. The parties agree that all provisions of this Agreement and any questions concerning its interpretation and enforcement shall be governed by the laws of the State of Georgia, without giving effect to the State's choice or conflicts of law provisions. The execution and delivery of this Agreement shall be deemed to be the transaction of business within the State of Georgia for purposes of conferring jurisdiction upon courts located within the State of Georgia. Unless specifically stated otherwise, this Agreement shall be subject to dispute resolution provisions in the Franchise Agreement and limited liability provisions in the Franchise Agreement; provided, however, for the avoidance of doubt, the limitation of liability provisions in **Section 11** hereof shall also apply.

j. Prior Agreements. This Agreement supersedes any prior agreements, commitments and obligations between the respective parties to this Agreement and related to the subject matter hereof, and any such prior agreement, commitment or obligation is hereby canceled and of no further force or effect; provided, for the avoidance of doubt, the Franchise Agreement shall in no way be deemed superseded or canceled hereby.

k. Modification; Headings. This Agreement may not be altered or modified except by a writing signed by both parties. The Background is a part of this Agreement. Captions used herein are for convenience only, are not a part of this Agreement, and shall not be used in construing this Agreement.

l. Survival. All representations, warranties, covenants and indemnities made herein, and any provisions of this Agreement which by their express terms or very nature should survive expiration or termination of this Agreement shall survive and shall remain in full force and effect following expiration or termination of this Agreement. All of a party's rights and privileges, to the extent they are attributable to events or conditions occurring or existing on or prior to the termination of this Agreement, shall survive the termination of this Agreement and shall be enforceable by such party and its successors and assigns.

m. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement.

n. Limited Recourse. The parties agree that any remedy or recourse available under or related to this Agreement is strictly limited to the parties to this Agreement. No past, present or future director, officer, employee, incorporator, member, partner,

stockholder, subsidiary, affiliate, controlling party, entity under common control, ownership or management, vendor, service provider, agent or attorney of either party shall have any liability under this Agreement of or for any claim based on, in respect of, or by reason of, the transactions contemplated hereby and thereby. The foregoing is not intended to discharge either party from its liability for any breach of this Agreement by its directors, officers, employees, consultants and agents.

o. Entire Agreement. Except as provided in **Section 16.j.**, this Agreement constitutes the entire understanding and agreement of the parties, and no representations, documents, promises or agreements, oral or otherwise, trade usage, or course of conduct between the parties not embodied herein will be of any force or effect.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this Agreement as of the date first stated above.

COMPANY:

JAMBA JUICE LLC

By:_____
Name: **Tim Goodman**
Title: Senior Vice President
Franchise Administration

Date: _____

FRANCHISEE:

«Z1_First_Name» «Z1_Last_Name»
a «Z1_State_of_Formation»
«Z1_Entity_Type»

By:_____
Name: «Signee_1_name»
Title: «Signee_1_title»

Date:_____

Schedule A

A. SUPPORT SERVICES

1. Comprehensive Support

a. **Scope of Support Services:** The Support Services Team will make Franchisor-approved, enterprise-level database changes (e.g., limited time offers, new menu items, and price changes) to the POS System and maintain synchronization between the POS System and any third-party services providers integrated with the POS System, including, for example, providers of online ordering, catering, mobile applications, loyalty programs and delivery services. Additionally, the Support Services Team will provide remote technical support services, including troubleshooting, assistance with resolving acute or chronic technical issues, assistance with configuration issues, correcting database or file corruption issues, restoring functionality, providing consultation, escalating unresolved issues to the appropriate third-party vendor, coordinating field service visits by third party vendors, facilitating introductions to third-party vendors and providing consultation regarding the scope of work of third-party vendors for services beyond the scope of this Agreement. Such Support Services are provided in connection with the Franchised Business' back office system and POS System consisting of Franchisor-required and Franchisor-approved hardware and software including, for example, fileservers, manager workstations, POS terminals, payment processing terminals, routers, kitchen printers and kitchen display systems, digital menu boards, and firewalls.

Comprehensive Support includes access to the ServiceNow Customer Service Portal, which allows the Franchisee to research common issues and self-help solutions, request Support Services and track the status of such requests.

Prior to requesting Comprehensive Support Services, Franchisee and Designated Personnel shall use best efforts to resolve the issue using internal resources and the Service-Now Knowledge Base. Further, Designated Personnel calling for support services should be trained in the general operation of the POS System.

Comprehensive Support does not include: Billable Support, training on use of the POS System or back office system; troubleshooting internet service; hardware maintenance or replacement; support of non-approved software, non-instructional games, audio and video, non-standard screensavers, or internet messaging; and/or assistance with operations or balancing (i.e., over/short, pullback, data entry, etc.).

b. **Service Fee**: $_____ per month ("**Comprehensive Support Fee**").

B. BILLABLE SUPPORT

1. **Scope of Support Services**. Billable Support consists of Support Services that are (i) outside the scope of Comprehensive Support; and (ii) Support Services requested and provided outside of the Hours of Availability set forth in **Section C** of this **Schedule A**. Upon Franchisee's request, Company may, in its sole discretion, provide Billable Support Services.
2. **Service Fee**. $_____ per hour, or any part thereof (4 hour minimum required) ("**Billable Support Fee**").

C. HOW TO REQUEST SUPPORT SERVICES

Method of Contact	Types of Issues or Requests	Hours of Availability[1]	Response Time
Service-Now Self-Service Portal (Log in and submit request electronically.) **Or submit an email to support (poshelp@jamba.com)**	Low/Medium Severity	24 hours per day, 7 days per week	Within 8 hours
Telephone– Normal Business Hours Phone: 844-577-7423	High Severity; Critical	24 hours per day, 7 days per week, excluding Thanksgiving Day and Christmas Day	Calls answered live

[1]Hours of availability may be altered at Company's sole discretion.

D. Prioritizing Requests; Target Resolution Timeframe

The Support Services Team will use the following guidelines in prioritizing requests and will strive to provide a work around or resolution to the problem within the target resolution timeframe. The target resolution timeframes shown below are intended as a guideline and not a guarantee of service. Severity level is determined by the impact of the problem to management or business function. Severity governs the resources committed, and time required, to resolve the request. Actual resolutions times may vary depending on the volume and severity of requests received by the Support Services Team at any one time. Once a request or issue is escalated to a vendor, the Support Services Team is waiting on a response, or the resolution is determined to be outside of the Support Services Team control (including replacement of hardware), the request will be considered to be "escalated" and will no longer impact the target resolution timeframes below.

Severity Level	Example of Issue or Request	Target Resolution Timeframe
Critical	All terminals or scanners down; unable to process credit; or online ordering down	4 hours (response within 15 minutes of request)
High Severity	One terminal or scanner down; credit spooling offline; firewall issue; or VoIP phones (for supported stores)	1-2 business days
Medium Severity	Front Counter POS peripherals down; third party printer down; sales or labor reports unavailable; or end-of-day issues	2-3 business days
Low Severity	Additional hardware request; menu maintenance; or general technology inquiries	3-5 business days

EXHIBIT D

INFORMATION ON FRANCHISEES

INFORMATION REGARDING FRANCHISEES

The names, addresses and telephone numbers of our franchisees and their Stores as of December 31, 2022 are as follows:

#	Franchisee	Address	City	State	Zip	Telephone
103445	Michael Santiana, Kurt Wilson	316 West Magnolia Avenue	Auburn	Alabama	36832	334.246.2388
833	Whirld Concepts, Inc.	10110 W. McDowell Rd., Ste. 120	Avondale	Arizona	85323	623.478.9250
1427	Whirld Concepts, Inc.	3111 W Chandler Blvd, Ste K200	Chandler	Arizona	85226	480.722.1427
1111	Sodexo America, LLC	NAU Student Union First Floor	Flagstaff	Arizona	86011	9285234636
220	Whirld Concepts, Inc.	1555 N. Gilbert Rd., Ste. B-106	Gilbert	Arizona	85234	480.632.9852
705	Whirld Concepts, Inc.	3765 S. Gilbert Rd., Ste. 104	Gilbert	Arizona	85296	480.782.0378
1404	Whirld Concepts, Inc.	2811 S Market Street	Gilbert	Arizona	85295	480.722.1404
103056	Whirld Concepts, Inc.	1753 North Higley Road	Gilbert	Arizona	85234	480-832-0843
1197	ARAMARK Food and Support Services Group, Inc.	4701 W. Thunderbird Rd	Glendale	Arizona	85306	602.543.5319
1459	Whirld Concepts, Inc.	7700 W Arrowhead Towne Center, Space K-212	Glendale	Arizona	85308	623.878.0333
1555	Whirld Concepts, Inc.	15479 W. McDowell Rd, #103	Goodyear	Arizona	85338	623-536-8446
109	Whirld Concepts, Inc.	1653 S. Dobson Rd., #102	Mesa	Arizona	85202	480.491.4059
704	Whirld Concepts, Inc.	4972 S. Power Rd., Ste. 105	Mesa	Arizona	85212	480.840.3448
1062	Whirld Concepts, Inc.	4401 East McKellips Rd., #106	Mesa	Arizona	85215	480.981.1416
331	Whirld Concepts, Inc.	7369 West Bell Rd, #2	Peoria	Arizona	85382	623.486.1400
1587	Whirld Concepts, Inc.	9940 W. Happy Valley Rd. #1070	Peoria	Arizona	85383	623-566-7265
135	Whirld Concepts, Inc.	3110 North Central Ave., #100	Phoenix	Arizona	85012	602.266.7153
238	Whirld Concepts, Inc.	4030 E. Thunderbird Rd., Ste. D	Phoenix	Arizona	85032	602.787.9852
242	Whirld Concepts, Inc.	4302 E. Ray Rd.	Phoenix	Arizona	85044	480.706.8500
288	Whirld Concepts, Inc.	4811 N. 16th St., #102	Phoenix	Arizona	85016	602.631.9000
703	Whirld Concepts, Inc.	245 East Bell Rd., #10	Phoenix	Arizona	85022	602.843.0472
784	Whirld Concepts, Inc.	3320 W. Bethany Home Rd., Ste. E-106	Phoenix	Arizona	85017	602.864.0950
1047	Whirld Concepts, Inc.	2737 W. Thunderbird, Ste. 101	Phoenix	Arizona	85053	602.938.4545
1394	Sodexo America, LLC	3300 West Camelback Rd	Phoenix	Arizona	85017	602.639.8412
1426	Whirld Concepts, Inc.	2370 Happy Valley Rd, Ste 1065	Phoenix	Arizona	85085	623.434.4314
1537	Whirld Concepts, Inc.	2837 N. 75th Ave, Ste F-4	Phoenix	Arizona	85033	623-247-2792
1586	Whirld Concepts, Inc.	3350 N. 7th Ave, #100	Phoenix	Arizona	85013	602.264.0272
103468	Whirld Concepts, Inc.	4325 E. Indian School Road	Phoenix	Arizona	85018	602.956.0366
103470	Whirld Concepts, Inc.	351 N. Montezuma Street	Prescott	Arizona	86301	(928) 445-4583
284	Whirld Concepts, Inc.	2765 N. Scottsdale Rd., # 102	Scottsdale	Arizona	85257	480.481.5100

#	Franchisee	Address	City	State	Zip	Telephone
301	Whirld Concepts, Inc.	15686 N. Frank Lloyd Wright Blvd #E2	Scottsdale	Arizona	85260	480.614.3255
1088	Whirld Concepts, Inc.	7001 N. Scottsdale Rd., Space #100	Scottsdale	Arizona	85253	480.609.8250
1456	Whirld Concepts, Inc.	13732 W Bell Rd, Ste 6	Surprise	Arizona	85374	623.214.3600
336	ARAMARK Food and Support Services Group, Inc.	310 E. Orange Mall	Tempe	Arizona	85287	480.727.7619
834	Whirld Concepts, Inc.	1827 E. Guadalupe Rd.	Tempe	Arizona	85283	480.491.5252
416	IDAD-3, INC	2904 N. Campbell Ave.	Tucson	Arizona	85719	(520) 344-8553
832	IDAD-3, INC	235 West Wetmore Rd., Ste. 121	Tucson	Arizona	85705	(520) 308-3668
103490	SoCal Jamba, LLC			California	91016	818.444.3771
1156	Valley Juice, LLC	2306 South Shore Center	Alameda	California	94501	510.521.1112
1611	Valley Juice Alameda LLC	2620 Fifth Street	Alameda	California	94501	510-814-3970
551	LA Juice Company, LLC	1131 S. Fremont Ave., Ste. B	Alhambra	California	91803	626.588.2490
769	One Whirld, Inc.	6050 Main St.	American Canyon	California	94503	707.648.1631
638	SMS Retail Management, LLC	5731 E. Santa Ana Canyon	Anaheim	California	92807	714.637.2265
1608	CMCS 3 Juice, LP	1061 N State College Blvd	Anaheim	California	92806	714-603-7818
768	Vitaligent-NorCal, LLC	7903 Walerga Rd., #102	Antelope	California	95843	916.722.1232
528	Vitaligent-East Bay, LLC	5779 Lone Tree Way	Antioch	California	94531	925.522.0094
418	SLO Life Company, LLC	926 Rancho Pkwy	Arroyo Grande	California	93420	805.481.8930
103545	TA OPERATING LLC	5621 Outlets at Tejon Parkway	Arvin	California	93203	661.885.3400
1622	SLO Life Company, LLC	6994 El Camino Real	Atascadero	California	93422	805.461.1405
1022	13P Juice, LLC	2154 Grass Valley Hwy.	Auburn	California	95603	530.889.1692
839	J's Juice Masters, Inc.	832 East Alosta Avenue	Azusa	California	91702	626.334.1268
368	SLO Life Company, LLC	9000 Ming Ave., #4	Bakersfield	California	93311	661.665.2267
369	SLO Life Company, LLC	5180 Stockdale Hwy, #A&B	Bakersfield	California	93309	661.322.6722
718	SLO Life Company, LLC	9360 Rosedale Hwy., Ste. B	Bakersfield	California	93312	661.829.1830
867	SLO Life Company, LLC	2701 Ming Ave., Space 197A	Bakersfield	California	93304	661.835.9831
1540	A Better Whirl'd, LP	5397 Gosford Rd, Ste 104	Bakersfield	California	93313	661-663-4077
1521	Fresh Squeezed Akash, LLC	1005 1/2 Alameda De Las Pulgas	Belmont	California	94002	650-453-3253
432	One Whirld, Inc.	804-A Southampton Rd.	Benicia	California	94510	707.748.1203
150	Valley Juice, LLC	2514 Bancroft Way	Berkeley	California	94704	510.549.3002
56	SMS Retail Management, LLC	1080 East Imperial Hwy #E-1	Brea	California	92821	714.529.0796
1235	SMS Retail Management, LLC	1065 Brea Mall, Space 2169	Brea	California	92821	714.256.4732
706	Vitaligent-East Bay, LLC	8630 Brentwood Blvd.	Brentwood	California	94513	925.240.2999
424	RPM Juice, Inc.	1739 N. Victory Place	Burbank	California	91502	818-562-7211
764	FC Juice Partners California, LLC	5021 Verdugo Way, Ste. 102	Camarillo	California	93012	805.322.3825
1551	Vitaligent-NorCal, LLC	3008 Green Valley Rd, F-2	Cameron Park	California	95682	530-683-7143
1257	RPM Juice, Inc.	6600 Topanga Canyon Blvd, Space FC10	Canoga Park	California	91303	818.912.6795

#	Franchisee	Address	City	State	Zip	Telephone
1347	RPM Jamba #6, Inc.	19382 Soledad Canyon Rd. #28	Canyon Country	California	91353	661.673.5533
7	Creative Juices, Inc.	3555 Clares Street, Ste. S	Capitola	California	95010	831.475.2582
1360	Whirl San Diego, LLC	2505 Palomar Airport Rd, Ste 101	Carlsbad	California	92011	760-930-1901
1401	Whirl San Diego, LLC	3427 Via Montebello, Ste 180	Carlsbad	California	92009	760.633.0139
1553	Vitaligent-NorCal, LLC	7423 Fair Oaks Blvd	Carmichael	California	95608	916-217-3336
814	RPM Jamba #5, Inc.	20700 South Avalon Blvd, Ste. C-11	Carson	California	90746	310.767.7830
1585	RPM Jamba #6, Inc.	168 E Carson St	Carson	California	90745	310-233-2592
500	CMCS 3 Juice, LP	11437 S. Street	Cerritos	California	90703	562.402.6434
483	13P Juice, LLC	2027 Forest Ave., #2B	Chico	California	95928	530.891.5901
692	13P Juice, LLC	855 East Ave., #210	Chico	California	95926	530.891.9340
774	J's Juice Masters, Inc.	3660 Grand Avenue	Chino Hills	California	91709	909.591.8019
515	CLK 1 Juice, LP	2275 Otay Lakes Rd. #117	Chula Vista	California	91915	619.656.5030
603	CLK 3 Juice, LP	555 Broadway, Ste. 135	Chula Vista	California	91910	619.409.9840
1362	CLK 1 Juice, LP	1451 East H Street	Chula Vista	California	91910	6192164301
1549	CLK 5 Juice, LP	1690 Millennia Ave, Ste 101	Chula Vista	California	91915	619-737-3807
103354	CLK 5 Juice, LP	2945 Main Street	Chula Vista	California	91911	619.650.6690
428	Vitaligent-NorCal, LLC	6061 Sunrise Blvd.	Citrus Heights	California	95610	916.962.2134
1139	J's Juice Masters, Inc.	17501 Colima Rd., Ste B	City of Industry	California	91748	626.435.1475
859	J's Juice Masters, Inc.	175 North Indian Hill Boulevard	Claremont	California	91711	909.621.0642
721	13P Juice, LLC	775 W. Herndon Ave., Ste. 100	Clovis	California	93612	559.325.8974
854	13P Juice, LLC	1210 Shaw Ave., Ste. 105	Clovis	California	93612	559.324.0145
1351	13P Juice, LLC	1215 Herndon Ave., St 101	Clovis	California	93612	5593221463
1407	LA JAMBA, LLC	100 Citadel Drive, Suite #203	Commerce	California	90040	323.727.7702
1345	RPM Jamba #4, Inc.	200 Towne Center Drive, Suite 105	Compton	California	90220	310.764.2520
616	Vitaligent-East Bay, LLC	1975 Diamond Blvd., D-5	Concord	California	94520	925.969.9430
1011	Vitaligent-East Bay, LLC	5442 Ygnacio Valley Rd., Ste. 190	Concord	California	94521	925.672.4683
642	J's Juice Masters, Inc.	2620 Tuscany Street	Corona	California	92881	951.371.9450
15	CMCS 2 Juice LP	1835 Newport Blvd. #D159	Costa Mesa	California	92627	949-764-1707
30	CMCS 3 Juice, LP	901-D South Coast Dr.	Costa Mesa	California	92626	714.428.1140
1061	SoCal Jamba, LLC	7903 Atlantic Ave., Ste A	Cudahy	California	90201	323.560.2337
1253	LA Juice Company, LLC	6000 Sepulveda Blvd., Suite #1624	Culver City	California	90230	310.397.0294
750	CMCS Juice, LP	5373 Katella Ave., Unit B	Cypress	California	90630	714.827.2088
699	Fresh Squeezed Akash, LLC	127-J Serramonte Center	Daly City	California	94015	650.992.2610
745	Fresh Squeezed Akash, LLC	340 Westlake Center	Daly City	California	94015	650.997.3076
1361	Sonnshine LLC	35 Railroad Ave Suite	Danville	California	94526	925.362.3559
153	Vitaligent-NorCal, LLC	1361 W. Covell Blvd. #115	Davis	California	95616	530.757.7050

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526	Grab N Go Juice, LLC	12020 Lakewood Blvd.	Downey	California	90242	(562) 450-3371
900	Fresh Juice Development, LLC	1245 Huntington Dr.	Duarte	California	91010	626.301.9012
159	Sonnshine LLC	4930 Dublin Blvd. #600	Dublin	California	94568	925.803.8808
687	CLK 4 Juice, LP	417 Pkwy Plaza	El Cajon	California	92020	619.590.9099
740	CLK 5 Juice, LP	12098 Fury Lane	El Cajon	California	92019	6196705708
1479	CLK 1 Juice, LP	225 Jamacha Rd, Ste 102	El Cajon	California	92019	619.332.4001
684	Valley Juice, LLC	5030 El Cerrito Plaza, Ste. E-1	El Cerrito	California	94530	510.524.3742
1072	Fresh Juice Development, LLC	3528 N. Peck Rd.	El Monte	California	91731	626.448.8707
423	Vitaligent-NorCal, LLC	7440 Laguna Blvd. #120	Elk Grove	California	95758	916.691.9274
507	Vitaligent-NorCal, LLC	9160 W. Stockton Blvd., Ste. 160	Elk Grove	California	95758	916.691.5408
625	Vitaligent-NorCal, LLC	4720 Elk Grove Blvd., Ste. 190	Elk Grove	California	95758	916.684.7605
736	Vitaligent-NorCal, LLC	9304 Elk Grove Blvd., Ste. 160	Elk Grove	California	95624	(916) 690-8750
145	Valley Juice, LLC	5761 Christie Ave.	Emeryville	California	94608	510-596-0620
760	CLK 4 Juice, LP	272-A N. El Camino Real	Encinitas	California	92024	760.943.9751
127	FC Juice Partners California, LLC	17340 Ventura Blvd.	Encino	California	91316	818.501.0125
530	Whirl San Diego, LLC	1282 Auto Park Way, Ste. B	Escondido	California	92029	760.745.8749
775	Vitaligent-NorCal, LLC	8878 Madison Ave., Space 8890 Bldg C	Fair Oaks	California	95628	916.966.8458
487	Vitaligent-East Bay, LLC	1450 Travis Blvd. #2	Fairfield	California	94533	707.426.1869
104124	JamKash, LLC	572 Ventura Street	Fillmore	California	93015	805.625.7020
361	Vitaligent-NorCal, LLC	13389 Folsom Blvd. #400	Folsom	California	95630	916.985.0164
426	Vitaligent-NorCal, LLC	2793 E. Bidwell Street, Ste. 300	Folsom	California	95630	916.817.2348
841	J's Juice Masters, Inc.	16635 Sierra Lakes Parkway	Fontana	California	92336	909-365-3370
1416	J's Juice Masters, Inc.	10515 Sierra Avenue	Fontana	California	92335	909.357.1190
1511	SMS Retail Management, LLC	26781 Portola Parkway, Ste 4B	Foothill Ranch	California	92610	949-699-4972
42	Fresh Squeezed Akash, LLC	1000 Metro Centre #B	Foster City	California	94404	650.571.6200
1260	CMCS 2 Juice LP	18511 & 18513 Brookhurst St	Fountain Valley	California	92708	714-274-9976
43	Sonnshine LLC	3962 Mowry Ave.	Fremont	California	94538	510.608.5820
411	Sonnshine LLC	46583 Mission Blvd. #400	Fremont	California	94539	510.657.1271
617	Sonnshine LLC	43570 Christy St.	Fremont	California	94538	510.979.1480
148	13P Juice, LLC	190 Paseo del Centro	Fresno	California	93720	559.261.2619
355	13P Juice, LLC	5060 N. Palm Ave.	Fresno	California	93704	559.515.6742
492	13P Juice, LLC	4950 B N. Cedar Ave.	Fresno	California	93726	559.229.3578
788	13P Juice, LLC	3696 W. Shaw Ave.	Fresno	California	93711	559.271.7493
789	13P Juice, LLC	1512 East Champlain Dr., Ste. 101	Fresno	California	93720	559.433.6970
799	13P Juice, LLC	570 S. Clovis Ave., Ste. 105	Fresno	California	93727	559.456.0518
1380	13P Juice, LLC	6733 N. Riverside Dr, Ste 110	Fresno	California	93722	559.276.5075
482	SMS Retail Management, LLC	1949 W. Malvern Ave.	Fullerton	California	92833	714.680.3095

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103620	Dalla Family Stores	952 Simmerhorn Road	Galt	California	95632	(209) 912-4126
801	RPM Jamba #5, Inc.	1252-A W. Redondo Beach Blvd.	Gardena	California	90247	310-327-8695
534	Creative Juices, Inc.	890 Renz Lane, #107	Gilroy	California	95020	408.842.2440
1631	Brea Juice Company, LLC	249 North Glendale Avenue	Glendale	California	91206	657-298-1866
943	13P Juice, LLC	650 Freeman Lane, Ste. P1	Grass Valley	California	95949	530.272.2476
70	One Whirld, Inc.	301 Bon Air Shopping Center	Greenbrae	California	94904	415.925.8470
618	13P Juice, LLC	186 N. 12th Ave., Ste. 113	Hanford	California	93230	559.587.2710
495	Sonnshine LLC	22501 Mission Blvd.	Hayward	California	94541	510.247.0200
800	Valley Juice, LLC	19651 Hesperian Blvd.	Hayward	California	94541	510.265.1485
103168	Compass Group USA, Inc.	25800 Carlos Bee Blvd	Hayward	California	94542	(704) 328-7955
1571	J's Blended Juices, Inc.	27993 Greenspot Road	Highland	California	92346	909-862-2700
518	RPM Juice, Inc.	1000 Universal City Dr. #134	Hollywood	California	91608	818.761.9816
639	CMCS 2 Juice LP	7821 Edinger Ave., Ste. B134	Huntington Beach	California	92647	714.898.9480
742	SoCal Jamba, LLC	2118 East Florence Ave.	Huntington Park	California	90255	323.589.3667
1415	LA JAMBA, LLC	6042 Pacific Blvd.	Huntington Park	California	90255	323.581.2500
550	Brea Juice Company, LLC	3401 W. Century Blvd.	Inglewood	California	90303	310.412.8005
1591	Grab N Go Juice, LLC	605 W. Manchester Blvd.	Inglewood	California	90301	323-406-6374
1596	Golden West Smoothies, LLC	2946 W Imperial Hwy	Inglewood	California	90303	323-242-3516
2	Charlotte McCormick, Robert McCormick	17595 Harvard Ave., Ste. F	Irvine	California	92614	949.250.3348
1172	ARAMARK Food and Support Services Group, Inc.	311A Student Center	Irvine	California	92697	949.824.0657
1496	Robert McCormick, Charlotte McCormick	14409 Culver Drive	Irvine	California	92604	(949) 333-1458
868	Blending Sweet Success Inc	12240 Industry Blvd., Ste. 71	Jackson	California	95642	209.257.1668
1043	CMCS Juice, LP	1040 W. Imperial Hwy, Ste B	La Habra	California	90631	714.870.1592
371	CLK 2 Juice, LP	9500 Gilman Dr., Price Center Rm 1.419	La Jolla	California	92093	858.622.2020
143	CLK 2 Juice, LP	5500 Grossmont Center Dr.	La Mesa	California	91942	619.460.7177
1554	CMCS 2 Juice LP	14986 Imperial Hwy	La Mirada	California	90638	562-777-1358
104867	CMCS Juice, LP		La Palma	California	90623	657.239.0243
104139	JamKash, LLC	79070-B Highway 111	La Quinta	California	92253	760.777.1311
720	J's Juice Masters, Inc.	1614 Foothill Boulevard	La Verne	California	91750	909.392.4927
155	Vitaligent-East Bay, LLC	3518 C. Mt. Diablo Blvd.	Lafayette	California	94549	925.283.4215
1341	SMS Retail Management, LLC	28241 Crown Valley Pkwy	Laguna Niguel	California	92677	9494252912
738	SMS Retail Management, LLC	23628 El Toro Rd.	Lake Forest	California	92630	949.587.9891

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398	RPM Jamba #5, Inc.	4993 Candlewood St.	Lakewood	California	90712	562.630.2200
858	RPM Foods, Inc.	43530 10th Street West, Ste. 101	Lancaster	California	93534	661.942.2656
1507	RPM Jamba #6, Inc.	15126-A Hawthorne Blvd	Lawndale	California	90260	424-348-8389
633	Vitaligent-NorCal, LLC	825 S. Hwy 65, #80	Lincoln	California	95648	916.408.5902
358	Blended Star NorCal, Inc.	2050 Portola Ave. #G	Livermore	California	94550	925.447.2694
1478	Blended Star NorCal, Inc.	4327 First Street	Livermore	California	94551	(925) 292-0504
592	Vitaligent-NorCal, LLC	2624 W. Kettleman Ln, Ste #110	Lodi	California	95242	209.368.2037
605	RPM Jamba #5, Inc.	4085 Atlantic Ave.	Long Beach	California	90807	562.989.3937
802	RPM Jamba #5, Inc.	2603 Bellflower Blvd.	Long Beach	California	90815	562.421.3268
1503	RPM Jamba #6, Inc.	1928 N. Lakewood Blvd., Ste. 105	Long Beach	California	90815	(562) 494-1780
1597	RPM Jamba #6, Inc.	141 E. Willow St., Ste M	Long Beach	California	90806	562-424-5299
38	Bucky Enterprises, LLC	100 North La Cienega Blvd.	Los Angeles	California	90048	310.855.9491
399	Brea Juice Company, LLC	11074 Santa Monica Blvd.	Los Angeles	California	90025	310.914.1841
425	Juice To Go, LLC	5453 Hollywood Blvd. Unit C	Los Angeles	California	90027	323.962.3279
527	Fresh Juice Development, LLC	2919 Los Feliz Blvd., Ste. 2	Los Angeles	California	90039	323.667.1724
644	Brea Juice Company, LLC	5305 W. Centinela Ave.	Los Angeles	California	90045	310.649.2950
646	LA Juice Company, LLC	5053 Eagle Rock Blvd.	Los Angeles	California	90041	323.349.0670
661	Fresh Juice Development, LLC	3800 Wilshire Blvd., Ste. 110A	Los Angeles	California	90010	213.382.1497
919	SoCal Jamba, LLC	1852 W. Slauson Ave.	Los Angeles	California	90047	323.294.5837
1514	LA JAMBA, LLC	4729 Venice Blvd.	Los Angeles	California	90019	323-746-5710
1546	Grab N Go Juice, LLC	122 N Larchmont Ave	Los Angeles	California	90004	323-378-5720
1605	FC Juice Partners California, LLC	18145 Chatsworth St	Los Angeles	California	91344	818-360-3922
103489	LA Juice Company, LLC	9851 S. Alameda St.	Los Angeles	California	90002	323.370.6697
104805	Ajay Maini	LAX Airport Terminal 3	Los Angeles	California	90045	424.702.5622
48	Vitaligent-East Bay, LLC	628 Blossom Hill Rd.	Los Gatos	California	95032	408.358.6040
1414	LA JAMBA, LLC	11123 Long Beach Blvd, Unit 11	Lynwood	California	90262	310.631.3041
6	RPM Jamba #5, Inc.	1590 Rosecrans Ave., Ste. P	Manhattan Beach	California	90266	424.294.3065
658	Vitaligent-NorCal, LLC	1445 Hulsey Way	Manteca	California	95336	209.824.2434
862	Vitaligent-NorCal, LLC	2160 Daniels St.	Manteca	California	95337	209.239.2492
23	Brea Juice Company, LLC	4375 Glencoe Ave. Ste. D-4, Unit #205-3	Marina del Rey	California	90292	(929) 401-4298
1409	Sonnshine LLC	1045 Arnold Drive	Martinez	California	94553	925.957.6446
1520	Puda, Inc.	29857 Antelope Road	Menifee	California	92584	951.672.3412
620	Vitaligent-NorCal, LLC	1728 W. Olive Ave.	Merced	California	95348	209.724.9160
104	Fresh Squeezed Akash, LLC	525 Broadway Ave.	Millbrae	California	94030	650.259.1595
860	Vitaligent-East Bay, LLC	547 East Calaveras Blvd.	Milpitas	California	95035	408.934.9409
1566	Vitaligent-East Bay, LLC	447 Great Mall Dr, Space 173	Milpitas	California	95035	408-908-0915

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783	Puda, Inc.	6253 Pat's Ranch Road	Mira Loma	California	91752	951-817-5177
103304	RPM Juice, Inc.	15509 Devonshire Street	Mission Hills	California	91345	818.810.5001
637	SMS Retail Management, LLC	555 The Shops Space #794A	Mission Viejo	California	92691	949.347.7134
357	Vitaligent-NorCal, LLC	2401 E. Orangeburg Ave.	Modesto	California	95355	209.342.6829
360	Vitaligent-NorCal, LLC	1021 10th Street Ste. B	Modesto	California	95354	209.572.4511
493	Vitaligent-NorCal, LLC	3801 Pelandale Ave., Ste. 101	Modesto	California	95356	209.545.4816
104672	13th Floor/Pilot, LLC	3401 Dale Road	Modesto	California	95356	209.312.1573
1408	LA JAMBA, LLC	2567 Via Campo	Montebello	California	90640	323.888.8727
20	Creative Juices, Inc.	398 Alvarado Street	Monterey	California	93940	831.655.9696
1339	LA Juice Company, LLC	2212 South Atlantic Blvd.	Monterey Park	California	91754	323.728-2305
552	IDAD-3, INC	888 New Los Angeles Ave., Ste. J	Moorpark	California	93021	(805) 552-4110
641	J's Juice Masters, Inc.	12430 Day St., Ste. C-4	Moreno Valley	California	92553	951.697.8880
473	Smoothinator, Inc.	317 Vineyard Town Center Way	Morgan Hill	California	95037	(408) 465-2145
59	Vitaligent-East Bay, LLC	1037 A. El Monte Ave.	Mountain View	California	94040	650.237.0690
1282	Bright Works Incorporated	40930 California Oaks Road	Murrieta	California	92562	9516007666
103160	American Juice Company Inc.	28080 Clinton Keith Road	Murrieta	California	95262	9515872445
356	One Whirld, Inc.	623 Trancas St.	Napa	California	94558	707.256.3803
496	One Whirld, Inc.	259 Soscol Ave.	Napa	California	94559	707.252.8702
1092	CLK 4 Juice, LP	3030 Plaza Bonita Rd, Ste. FC 12	National City	California	91950	(619) 732-7405
27	CMCS 2 Juice LP	4341 MacArthur Blvd. #A	Newport Beach	California	92660	949.852.6500
920	J's Juice Masters, Inc.	1160 Hamner Ave., Ste. H	Norco	California	92860	951-898-4574
1474	FC Juice Partners California, LLC	5300 Lankershim Blvd	North Hollywood	California	91601	(818) 505-2321
111	RPM Juice, Inc.	19500 Plummer Street #F-3	Northridge	California	91324	(818) 678-6979
163	RPM Juice, Inc.	18506 Devonshire St.	Northridge	California	91324	818.885.5801
1115	RPM Juice, Inc.	9012 Balboa Blvd.	Northridge	California	91325	818.893.1256
1451	CMCS Juice, LP	12305 Imperial Hwy	Norwalk	California	90650	562.868.3555
104179	One Whirld, Inc.	128 Vintage Way	Novato	California	94945	628.682.2223
103	Valleigh Valaughn Holdings, LLC	500 12th Street	Oakland	California	94607	(510) 267-9755
688	Valley Juice, LLC	8460 Edgewater Dr., Ste. 1-E	Oakland	California	94621	510-430-1482
746	Valley Juice, LLC	1982 Pleasant Valley Ave	Oakland	California	94611	510.653.8256
1621	Valley Juice Oakland LLC	4100 Redwood Rd	Oakland	California	94619	510-336-7054
532	Whirl San Diego, LLC	2619 Vista Way, Ste. B-2	Oceanside	California	92054	760.433.6719
324	J's Juice Masters, Inc.	990 Ontario Mills Drive	Ontario	California	91762	909.476.8008
102	SMS Retail Management, LLC	20 City Blvd. West K #F5	Orange	California	92868	714.769.3151
161	SMS Retail Management, LLC	691 S. Main St. #90	Orange	California	92868	714.547.9595
549	SMS Retail Management, LLC	2202 N. Tustin St., Ste. B	Orange	California	92865	714.282.1404

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1238	Sodexo America, LLC	386 N. Center Street	Orange	California	92866	5105960100
1602	CMCS 3 Juice, LP	2614 E Chapman Ave.	Orange	California	92869	714.912.4145
103302	RPM Juice, Inc.	13520-A1 Paxton Street	Pacoima	California	91331	818.686.0007
773	Bright Works Incorporated	72840 Hwy 111, Space #377	Palm Desert	California	92260	7605683200
1458	Bright Works Incorporated	73-399 Highway 111, Ste F-2	Palm Desert	California	92260	760-404-0908
476	RPM Foods, Inc.	39340-D 10th Street W.	Palmdale	California	93551	661.947.0144
1147	RPM Jamba #3, Inc.	38107-B 47th Street East, Space G2	Palmdale	California	93552	6615339755
3	Fresh Squeezed Akash, LLC	855 El Camino Real, Suite 85	Palo Alto	California	94301	650.330.1839
1131	Fresh Squeezed Akash, LLC	1765 E Bayshore Rd, Ste. B	Palo Alto	California	94303	650.462.9727
1504	RPM Jamba #6, Inc.	16289 Paramount Blvd., Ste. F	Paramount	California	90723	562.220.2679
89	Fresh Juice Development, LLC	3595 E. Foothill Blvd.	Pasadena	California	91107	626.351.4333
112	Juice To Go, LLC	204 S. Lake Ave.	Pasadena	California	91101	626.744.5200
103453	Golden West Smoothies, LLC	60 East Colorado Blvd.	Pasadena	California	91105	657-298-1864
724	SLO Life Company, LLC	96 Niblick Rd.	Paso Robles	California	93446	805.227.0826
1567	J's Blended Juices, Inc.	1700 North Perris Boulevard	Perris	California	92571	951-657-3455
1486	One Whirld, Inc.	447 N. McDowell Blvd, Ste 20	Petaluma	California	94954	707-782-0780
1381	SoCal Jamba, LLC	8884 Whittier Blvd	Pico Rivera	California	90660	562.948.1742
1087	Valley Juice, LLC	2794 Pinole Valley Rd.	Pinole	California	94564	510.669.1321
589	Vitaligent-East Bay, LLC	4402 Century Boulevard	Pittsburg	California	94565	925.779.1368
1502	Vitaligent-East Bay, LLC	2110 Railroad Ave, Ste 110	Pittsburg	California	94565	(925) 597-7811
590	Vitaligent-NorCal, LLC	3987 Missouri Flat Rd., Ste. 300	Placerville	California	95667	530.344.1675
156	Vitaligent-East Bay, LLC	65 Crescent Dr. Ste. C	Pleasant Hill	California	94523	925.691.1988
119	Sonnshine LLC	4555 Hopyard #17	Pleasanton	California	94588	925.847.8525
1420	Sonnshine LLC	6770 Bernal Avenue, Ste 420	Pleasanton	California	94566	925.425.0599
1383	Cal Poly Pomona Foundation, Inc.	3801 W. Temple Ave #42	Pomona	California	91768	909.979.5740
1509	Puda, Inc.	2063 Rancho Valley Drive	Pomona	California	91766	909-397-0548
879	13P Juice, LLC	1397 W Henderson Ave.	Porterville	California	93257	559.784.0196
957	CLK 3 Juice, LP	13491 Poway Rd.	Poway	California	92064	858.679.7124
627	Vitaligent-NorCal, LLC	10907 Olson Dr.	Rancho Cordova	California	95670	916.635.8201
417	13P Juice, LLC	913 Dana Dr., #3A	Redding	California	96003	530.722.0290
1096	13P Juice, LLC	3455 Placer Street, Unit B	Redding	California	96001	530.243.1736
636	Puda, Inc.	27510 Lugonia Avenue	Redlands	California	92374	909.792.0900
170	RPM Jamba #5, Inc.	1755 South Elena Ave.	Redondo Beach	California	90277	310.540.3694
1344	RPM Jamba #5, Inc.	1509 Hawthorne Blvd.	Redondo Beach	California	90277	3105421500
69	Fresh Squeezed Akash, LLC	1007 El Camino Real	Redwood City	California	94063	650.261.2130

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899	13P Juice, LLC	765 N. Reed Ave.	Reedley	California	93654	559.637.1496
1544	Puda, Inc.	1155 West Renaissance Parkway	Rialto	California	92376	(909) 350-3011
1578	Vitaligent-NorCal, LLC	2251 Claribel Rd, Ste A	Riverbank	California	95367	(209) 289-8728
640	J's Juice Masters, Inc.	9825 Magnolia Avenue	Riverside	California	92503	951.358.0819
1379	J's Juice Masters, Inc.	1242 University Ave, Ste 3	Riverside	California	92507	951-341-0778
1491	Puda, Inc.	3747 Central Avenue	Riverside	California	92506	951-682-1399
673	Vitaligent-NorCal, LLC	4780 Granite Drive, Ste 100	Rocklin	California	95677	916.625.0478
326	RPM Jamba #5, Inc.	435 Silver Spur Rd.	Rolling Hills Estates	California	90274	310.265.7603
838	Grab N Go Juice, LLC	3584 Rosemead Blvd.	Rosemead	California	91770	626.572.5453
329	Vitaligent-NorCal, LLC	2030 Douglas Blvd. #24	Roseville	California	95661	916.773.5262
363	Vitaligent-NorCal, LLC	1228 Galleria Blvd. #150	Roseville	California	95678	916.788.0122
510	Smoothie Operator, Inc.	8690 Sierra College Blvd. #170	Roseville	California	95661	916.773.9541
631	Vitaligent-NorCal, LLC	1151 Galleria Blvd., Space 258-A	Roseville	California	95678	916.789.2282
632	Vitaligent-NorCal, LLC	10305 Fairway Dr. #140	Roseville	California	95678	916.783.7767
103741	Vitaligent-NorCal, LLC	140 Roseville Pkwy.	Roseville	California	95678	(916) 272-4148
40	Vitaligent-NorCal, LLC	2447 Fair Oaks Blvd.	Sacramento	California	95825	916.971.8830
62	Vitaligent-NorCal, LLC	2914 Fulton Ave.	Sacramento	California	95821	916.483.7600
419	Vitaligent-NorCal, LLC	2100 Arden Way #192	Sacramento	California	95825	916.920.1606
440	Vitaligent-NorCal, LLC	1127 Alhambra Blvd.	Sacramento	California	95816	916.737.2051
508	Vitaligent-NorCal, LLC	4640 Natomas Blvd. #120	Sacramento	California	95835	916.419.6092
538	Vitaligent-NorCal, LLC	2600 Gateway Oaks Dr. #300	Sacramento	California	95833	916.927.2051
591	Smoothie Operator, Inc.	1420 65th Street, Ste106	Sacramento	California	95819	916.457.2712
812	Vitaligent-NorCal, LLC	1689 Arden Way, Ste. 1098	Sacramento	California	95815	916.924.5945
880	Vitaligent-NorCal, LLC	8231 Timberlake Way, Ste. 100	Sacramento	California	95823	916.688.9191
1176	Smoothie Operator, Inc.	6000 J Street, Student Union	Sacramento	California	95819	(916) 278-4403
1541	Vitaligent-NorCal, LLC	8124 Delta Shores Circle South, Ste 120	Sacramento	California	95832	916-591-2745
103737	Vitaligent-NorCal, LLC	4720 Freeport Blvd.	Sacramento	California	95822	(916) 616-5985
103738	Vitaligent-NorCal, LLC	615 David J Stern Walk	Sacramento	California	95814	(916) 2246028
200	Creative Juices, Inc.	1552 A North Main Street	Salinas	California	93906	831.449.3200
1182	Creative Juices, Inc.	1126 S. Main Street	Salinas	California	93901	831.755.7777
1613	Creative Juices, Inc.	1460 Northridge Mall	Salinas	California	93906	831-444-0860
871	Puda, Inc.	1078 East Hospitality Lane	San Bernardino	California	92408	909-796-8682
1454	Puda, Inc.	NWC University Parkway	San Bernardino	California	92407	909- 473- 6300
154	Fresh Squeezed Akash, LLC	851 Cherry Ave. #5	San Bruno	California	94066	650.952.8963
1107	Fresh Squeezed Akash, LLC	1135 Industrial Rd, Ste. F	San Carlos	California	94070	650.595.8929

#	Franchisee	Address	City	State	Zip	Telephone
5	CLK 2 Juice, LP	11738 Carmel Mountain Rd. #178	San Diego	California	92128	858.487.1500
11	CLK 5 Juice, LP	510 Robinson Ave.	San Diego	California	92103	619.683.2582
51	CLK 5 Juice, LP	3305-A Rosecrans St.	San Diego	California	92110	619.523.2800
72	CLK 4 Juice, LP	3545 Del Mar Heights	San Diego	California	92130	858.793.5033
120	CLK 3 Juice, LP	1774 Garnet Ave. #D	San Diego	California	92109	858.490.5177
327	CLK 3 Juice, LP	10724 Westview Pkwy	San Diego	California	92126	858.578.2355
501	CLK 1 Juice, LP	10406 Friars Rd. #B	San Diego	California	92120	619.640.2120
662	CLK 5 Juice, LP	6348 College Grove Way, Ste. 100	San Diego	California	92115	619.229.1432
685	CLK 2 Juice, LP	5175 Linda Vista Rd., Ste. 101	San Diego	California	92110	619.278.0045
686	CLK 4 Juice, LP	10562 Craftsman Way, Ste. 191	San Diego	California	92127	858.385.1630
865	CLK 2 Juice, LP	4725 Clairemont Dr., Ste. B	San Diego	California	92117	858.272.2327
877	CLK 1 Juice, LP	3807 Fairmount Ave., Ste. 300A	San Diego	California	92105	619.516.1650
103349	CLK 3 Juice, LP	4240 Kearny Mesa Road	San Diego	California	92111	858.769.0510
103353	CLK 2 Juice, LP	1490 S. 43rd Street	San Diego	California	92113	619.225.7852
103355	CLK 6 Juice, LP	764 Dennery Road, Ste. 104	San Diego	California	92154	619.837.8299
21	Valley Juice, LLC	1300 9th Ave.	San Francisco	California	94122	415.682.2202
68	Valley Juice, LLC	2014 Market Street	San Francisco	California	94114	415.703.6011
91	Valley Juice, LLC	152 Kearny Street	San Francisco	California	94108	415.616.9949
138	Valley Juice, LLC	74 New Montgomery St.	San Francisco	California	94105	415.597.5546
354	Valley Juice, LLC	2300 16th St. #245	San Francisco	California	94103	415.864.7105
796	Valley Juice, LLC	865 Market Street	San Francisco	California	94103	415.357.3640
1220	Valley Juice, LLC	500 Parnassus Ave, Millberry Union, Space 116	San Francisco	California	94619	(415)-566-1260
1243	Valley Juice, LLC	170 O'Farrell St, Food Court	San Francisco	California	94102	4152964706
1518	Valley Juice, LLC	3251 20th Ave, Space 169	San Francisco	California	94132	415-664-1352
13	Smoothinator, Inc.	848-B Blossom Hill Rd.	San Jose	California	95123	(408) 504-9700
31	Vitaligent-East Bay, LLC	1570 South Bascom Ave.	San Jose	California	95125	408.558.0320
35	Vitaligent-East Bay, LLC	1030 El Paseo de Saratoga	San Jose	California	95130	408.874.0670
63	Vitaligent-East Bay, LLC	1140 Lincoln Ave. #A	San Jose	California	95125	408.795.1577
79	Compass Group USA, Inc.	211 S. 9th Street, Student Union	San Jose	California	95112	408-924-1870
173	Vitaligent-East Bay, LLC	125 Bernal Rd. B-40	San Jose	California	95119	408.227.5988
409	Vitaligent-East Bay, LLC	2029 Camden Ave.	San Jose	California	95124	408.626.9842
436	Vitaligent-East Bay, LLC	1704 Oakland Rd. Ste. 200	San Jose	California	95131	408.441.2179
499	Vitaligent-East Bay, LLC	2990 E. Capitol Expressway #30	San Jose	California	95148	408.531.1180
556	Vitaligent-East Bay, LLC	925 Blossom Hill Rd., Ste. 1593	San Jose	California	95123	408.362.0697
728	Vitaligent-East Bay, LLC	1720 Story Rd., Ste. #46	San Jose	California	95122	408.347.9101
739	Vitaligent-East Bay, LLC	695 Coleman Ave., Ste. 10	San Jose	California	95110	408.298.2985
1009	Vitaligent-East Bay, LLC	91 Curtner Ave., Ste. 80	San Jose	California	95125	408.287.1530

#	Franchisee	Address	City	State	Zip	Telephone
1129	Vitaligent-East Bay, LLC	372 North Capitol Ave.	San Jose	California	95133	408.254.1449
762	Valley Juice, LLC	15555 E. 14th Street, Ste. 198	San Leandro	California	94578	510.481.1838
1	SLO Life Company, LLC	17 Chorro Street, #C	San Luis Obispo	California	93405	805.549.0637
12	SLO Life Company, LLC	890 Marsh Street	San Luis Obispo	California	93401	805.549.0733
1136	Cal Poly Corporation	1 Grand Ave, Bldg 112	San Luis Obispo	California	93407	805.756.1955
602	Whirl San Diego, LLC	591 Grand Ave., Ste. 100	San Marcos	California	92069	760.471.9404
1242	ARAMARK Food and Support Services Group, Inc.	Student Union, 1140 W. Mission Rd	San Marcos	California	92069	(760) 744-1150
129	Fresh Squeezed Akash, LLC	48 East 4th Ave.	San Mateo	California	94401	650.558.3918
172	Fresh Squeezed Akash, LLC	1230-A West Hillsdale Blvd.	San Mateo	California	94403	650.357.0804
104123	Fresh Squeezed Akash, LLC	29 Hillsdale Mall	San Mateo	California	94403	415.610.3324
780	Valley Juice, LLC	30-C San Pablo Towne Center	San Pablo	California	94806	510.215.1741
876	SAN PEDRO MRP-7, Inc.	924 N. Western Ave., #300	San Pedro	California	90732	310.514.8352
128	One Whirld, Inc.	266 Northgate One	San Rafael	California	94903	415.491.7700
47	Sonnshine LLC	3141-H Crow Canyon Place	San Ramon	California	94583	925.275.6890
103595	Galeco, LLC	4463 Camino De La Plaza	San Ysidro	California	92173	619.746.6565
141	Creative Juices, Inc.	2160-C California Ave.	Sand City	California	93955	831.583.9696
1116	13P Juice, LLC	775 Bethel Ave., Ste. 108	Sanger	California	93657	559.876.3026
1488	CMCS 2 Juice LP	1601 West 17th St, Unit E1	Santa Ana	California	92706	714-972-4890
1616	CMCS 3 Juice, LP	2841 W. MacArthur Blvd, Ste D	Santa Ana	California	92704	714-760-4222
1626	Tetrad Investments, LP	1302 E. 17th Street	Santa Ana	California	92705	(714) 852-3840
104614	Fly Away Foods LLC	18601 Airport Way	Santa Ana	California	92707	949.230.8872
462	IDAD-3, INC	University Center Bldg, Room 1180	Santa Barbara	California	93106	805-364-4661
64	Valleigh Valaughn Holdings, LLC	3119 Mission College Blvd.	Santa Clara	California	95054	(408) 450-7990
152	Valleigh Valaughn Holdings, LLC	2372 El Camino Real	Santa Clara	California	95050	(408) 241-1523
453	Vitaligent-East Bay, LLC	2855 Stevens Creek Blvd, Ste. 9180	Santa Clara	California	95050	408.241.1430
124	Creative Juices, Inc.	1550 Pacific Ave.	Santa Cruz	California	95060	831.426.5262
1175	SLO Life Company, LLC	530 E. Betteravia Rd., Ste.. A-3	Santa Maria	California	93455	805.922.3240
103488	Juice To Go, LLC	2461 Santa Monica Blvd	Santa Monica	California	90404	323.588.1800
533	One Whirld, Inc.	2360 Mendocino Ave., Ste. A7	Santa Rosa	California	95403	707.527.5501
1277	One Whirld, Inc.	733 Coddingtown Mall, Space 346	Santa Rosa	California	95401	707.527.0657
517	CLK 4 Juice, LP	9828 Mission Gorge Rd.	Santee	California	92071	619.448.2746
929	Creative Juices, Inc.	214 Mt. Hermon Rd., Ste. D	Scotts Valley	California	95066	831.430.9282
10	FC Juice Partners California, LLC	14622 Ventura Blvd. #106	Sherman Oaks	California	91403	818.501.0052

#	Franchisee	Address	City	State	Zip	Telephone
103305	RPM Juice, Inc.	14425 Burbank Blvd.	Sherman Oaks	California	91401	(818) 849-5151
171	IDAD-3, INC	1368 Madera Rd. #14	Simi Valley	California	93065	(805) 285-0591
548	IDAD-3, INC	2944 Tapo Canyon Rd. #H	Simi Valley	California	93063	(805) 842-1482
1599	Blended Star NorCal, Inc.	1191 Sanguinetti Rd, #B1	Sonora	California	95370	209-536-4458
594	GNS Holdings Inc.	4000 Lake Tahoe Blvd. #33	South Lake Tahoe	California	96150	530.544.8890
175	Juice To Go, LLC	1101 Fair Oaks Ave.	South Pasadena	California	91030	626.799.1775
61	Fresh Squeezed Akash, LLC	459 Lagunita Dr., Ste. 11	Stanford	California	94305	650.833.6845
66	RPM Jamba #4, Inc.	25888 The Old Rd.	Stevenson Ranch	California	91381	661.222.3174
406	Vitaligent-NorCal, LLC	201 Lincoln Center	Stockton	California	95207	209.951.9300
621	Vitaligent-NorCal, LLC	10952 Trinity Pkwy, Ste. H	Stockton	California	95219	209.475.9770
956	Vitaligent-NorCal, LLC	2829 W. March Lane, Ste. C7	Stockton	California	95219	209.952.9617
330	RPM Juice, Inc.	10955 Ventura Blvd.	Studio City	California	91604	818.769.6705
130	Valleigh Valaughn Holdings, LLC	797 E. El Camino Real	Sunnyvale	California	94087	(408) 530-0950
509	Bright Works Incorporated	26550 Ynez Rd., Unit A	Temecula	California	92591	951.587.2337
659	Bright Works Incorporated	31938 Hwy 79 South, Unit E	Temecula	California	92592	951.302.2223
25	IDAD-3, INC	33 N. Moorpark Rd., Ste. G	Thousand Oaks	California	91360	(805) 449-1300
488	FC Juice Partners California, LLC	1025 Broadbeck Lane, Ste. G	Thousand Oaks	California	91320	(805) 498-5072
1203	Sodexo Operations, LLC	60 West Olsen, Ste 2450	Thousand Oaks	California	91360	8054933204
17	RPM Jamba #6, Inc.	24223 Crenshaw Blvd., #A	Torrance	California	90505	310.517.0224
866	RPM Jamba #5, Inc.	3525 Carson St., Ste. 80	Torrance	California	90503	310.406.3266
1558	RPM Jamba #5, Inc.	21213 Hawthorne Blvd, Ste C, Unit 107-27	Torrance	California	90503	310.316.3923
554	Vitaligent-NorCal, LLC	2501 Naglee Rd., Ste. A	Tracy	California	95304	209.835.7308
715	13P Juice, LLC	1681 Hillman Street	Tulare	California	93274	559.686.1857
494	Vitaligent-NorCal, LLC	3100 Countryside Dr Ste. 100	Turlock	California	95380	209.656.0941
1550	Tetrad Investments, LP	15190 Kensington Park Dr, Ste E2	Tustin	California	92780	714-760-4814
1607	Tetrad Investments, LP	1088 Irvine Blvd	Tustin	California	92780	714.486.2801
420	Sonnshine LLC	32358 Dyer St.	Union City	California	94587	510.324.3543
1377	J's Juice Masters, Inc.	369 South Mountain Avenue	Upland	California	91786	909.981.1991
623	Vitaligent-NorCal, LLC	2091-A Harbison Dr.	Vacaville	California	95687	707.451.8403
813	Vitaligent-NorCal, LLC	1651 E. Monte Vista Ave, Ste. 101	Vacaville	California	95688	707.455.7302
437	RPM Jamba #4, Inc.	27061 McBean Pkwy	Valencia	California	91355	661.290.2438

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103303	RPM Juice, Inc.	7221 Van Nuys Blvd.	Van Nuys	California	91405	(818) 290-3620
555	13P Juice, LLC	2038 S. Mooney Blvd., M-1	Visalia	California	93277	559.713.0704
93	Vitaligent-East Bay, LLC	704 A Bancroft Rd.	Walnut Creek	California	94598	925.944.2900
604	J's Juice Masters, Inc.	120 S. California Ave., Ste. B	West Covina	California	91790	626.960.0599
770	J's Juice Masters, Inc.	2260 South Azusa Avenue	West Covina	California	91792	(626) 667-7378
370	RPM Juice, Inc.	22815 Victory Blvd. #B	West Hills	California	91307	(818) 610-1006
624	Vitaligent-NorCal, LLC	2155 Town Center Plaza, Ste. #140	West Sacramento	California	95691	916.617.2410
125	IDAD-3, INC	2749 Agoura Rd.	Westlake Village	California	91361	805.778.0854
41	CMCS 3 Juice, LP	16300 Beach Blvd. #A	Westminster	California	92683	714.375.7822
761	CMCS Juice, LP	6777 Westminster Blvd., Ste. B	Westminster	California	92683	714.890.3581
103274	Cinnatown, Inc.	2052 Westminster Mall	Westminster	California	92683	714.894.8688
719	CMCS Juice, LP	15576 Whittwood Lane, Ste. 27-C	Whittier	California	90603	562.902.2450
1398	CMCS Juice, LP	10124 Carmenita Road	Whittier	California	90605	562.946.7363
622	Vitaligent-NorCal, LLC	1897 East Gibson Rd., Ste. E	Woodland	California	95776	530.406.0486
8	RPM Juice, Inc.	21915 Ventura Blvd.	Woodland Hills	California	91364	818-912-6665
28	RPM Juice, Inc.	6441 Canoga Ave.	Woodland Hills	California	91367	818-912-6297
601	13P Juice, LLC	1258 Stabler Lane, Ste.. 150	Yuba City	California	95993	530.790.7767
491	Whirl Colorado LLC	14151 E. Cedar Ave.	Aurora	Colorado	80012	303.343.9090
680	Whirl Colorado LLC	24107 E. Commons Ave., Ste. 101	Aurora	Colorado	80016	720.274.5323
101	Whirl Colorado LLC	3053 Arapahoe Ave.	Boulder	Colorado	80303	303.247.1170
1711	Three Tom Brands, LLC	6202 S. Parker Road	Centennial	Colorado	80016	303-997-7583
304	Ehlen Properties, LLC	1708 E. Woodmen Rd.	Colorado Springs	Colorado	80920	719.598.1939
559	Ehlen Properties, LLC	3730 Bloomington Street	Colorado Springs	Colorado	80922	719.574.8787
98	Whirl Colorado LLC	1685 South Colorado Blvd.	Denver	Colorado	80222	303.691.5066
99	Whirl Colorado LLC	701 16th Street	Denver	Colorado	80202	303.892.1361
1170	FM Juice Company, LLC	8500 Pena Blvd, Concourse B	Denver	Colorado	80249	303.342.8398
1336	DIA Juice, LLC	8900 Pena Blvd, Concourse C	Denver	Colorado	80249	3033426742
569	Whirl Colorado LLC	901 West Hampden Ave, Ste. 101	Englewood	Colorado	80110	303.996.6667
256	Whirl Colorado LLC	14237 West Colfax Ave.	Golden	Colorado	80401	303.271.0667
653	Whirl Colorado LLC	9315 Dorchester St., Unit G-104	Highlands Ranch	Colorado	80129	720.344.2950
516	Whirl Colorado LLC	7297 W. Alaska Dr.	Lakewood	Colorado	80226	720.974.3216

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1359	Whirl Colorado LLC	100 East 120th Ave, Ste C120	Northglenn	Colorado	80233	303.255.4554
246	Whirl Colorado LLC	5160 W. 120th Ave., Ste. J	Westminster	Colorado	80030	303.466.9268
1273	263 Boston Post LLC	263 Boston Post Rd	Orange	Connecticut	06477	(475) 209-9170
102915	ALL ABOUT FOODS GROUP INC.	Schoephoester Road	Windsor Locks	Connecticut	06096	860.758.5198
1582	ST Endeavors LLC	132 Christiana Mall	Newark	Delaware	19702	(302) 781-6000
103822	Riyad Omar	160 Rehoboth Avenue	Rehoboth Beach	Delaware	19971	(302) 227-1999
1527	ST Endeavors LLC	5613 Concord Pike	Wilmington	Delaware	19803	302-543-7530
103362	Sodexo Operations, LLC	15 Independence Ave, SE	Washington	District of Columbia	20515	202.226.4359
104374	Union HFV LLC	50 Massachusetts Ave NE	Washington	District of Columbia	20002	571.424.5096
104851	MILZELS 2, LLC	429 L'Enfant Plaza, SW	Washington	District of Columbia	20024	202.652.0587
455	Great Service Restaurants, LLC	1400 Glades Rd.	Boca Raton	Florida	33431	561.620.8895
677	Great Service Restaurants, LLC	694 Yamato Rd., Ste. #3	Boca Raton	Florida	33431	561.994.0236
1348	Great Service Restaurants, LLC	9774 Glades Road	Boca Raton	Florida	33434	561.465.5977
430	Great Service Restaurants, LLC	2816 University Dr.	Coral Springs	Florida	33065	954.575.2228
657	Great Service Restaurants, LLC	3200 N Federal Hwy., #607	Fort Lauderdale	Florida	33306	954.630.3638
1314	Compass Group USA, Inc.	1 UNF Drive	Jacksonville	Florida	32224	9046205220
402	Great Service Restaurants, LLC	7704 N. Kendall Dr.	Miami	Florida	33156	305.273.5536
1184	Compass Group USA, Inc.	Graham Center- 11200 SW 8th St	Miami	Florida	33199	(305) 348-0088
457	Great Service Restaurants, LLC	2024 N. Flamingo Rd.	Pembroke Pines	Florida	33028	954.885.9050
884	Great Service Restaurants, LLC	11053 Pines Blvd., Unit 422	Pembroke Pines	Florida	33026	954.437.9404
855	Great Service Restaurants, LLC	11081 Southern Blvd., Ste 170	Royal Palm Beach	Florida	33411	561.795.0429
1283	ARAMARK Food and Support Services Group, Inc.	USF Dining/Aramark, 12600 USF Bull Run Dr	Tampa	Florida	33620	(510)596-0100
560	Great Service Restaurants, LLC	10160 Forest Hill Blvd, Ste. 150	Wellington	Florida	33414	561.753.7939
104699	Fresh Dining Concepts LLC	1751 Palm Beach Lakes Blvd	West Palm Beach	Florida	33401	561.530.7123
103221	SE Co-Brand Ventures, LLC	3393 Peachtree Road	Atlanta	Georgia	30326	404.816.1438
1327	DNCTHS Atlanta Partners	ATL Airport, Terminal T, 7700 Spine Road	College Park	Georgia	30321	4047621577
103624	Royal Seven Food LLC	2334 Jonesboro Rd.	Hampton	Georgia	30228	470-781-1142
1450	Juice4Life, LLC	6623 Roswell Road	Sandy Springs	Georgia	30328	404.948.2112

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747	Fresh Dining Concepts LLC	98-1277 Kaahumanu St., Unit #6	Aiea (Oahu)	Hawaii	96701	808.488.6246
1516	Fresh Dining Concepts LLC	98-1005 Moanalua Rd	Aiea (Oahu)	Hawaii	96701	808.488.8362
485	Fresh Dining Concepts LLC	94-1401 Fort Weaver Rd.	Ewa Beach (Oahu)	Hawaii	96706	808.685.2440
542	Fresh Dining Concepts LLC	111 Puainako Street	Hilo (Big Island)	Hawaii	96720	808.959.2250
183	Fresh Dining Concepts LLC	4211 Waialae Ave.	Honolulu (Oahu)	Hawaii	96816	808.734.7988
443	Fresh Dining Concepts LLC	625 Kapahulu Ave.	Honolulu (Oahu)	Hawaii	96816	808.734.4177
458	Fresh Dining Concepts LLC	2255 Kuhio Ave., Space 6	Honolulu (Oahu)	Hawaii	96815	808.926.6260
536	Fresh Dining Concepts LLC	550 Paiea Street	Honolulu (Oahu)	Hawaii	96819	808.839.2737
539	Sodexo America, LLC	2465 Campus Rd., Sodexho Campus Svcs Rm #220-A	Honolulu (Oahu)	Hawaii	96822	808.956.2188
546	Fresh Dining Concepts LLC	7192 Kalanianaole Hwy., #E-125	Honolulu (Oahu)	Hawaii	96825	808.394.0280
729	Fresh Dining Concepts LLC	1620 N. School St., Space J-4	Honolulu (Oahu)	Hawaii	96817	808.832.1433
751	Fresh Dining Concepts LLC	930 Valkenburgh St., #109	Honolulu (Oahu)	Hawaii	96818	808.422.2807
1097	Fresh Dining Concepts LLC	1450 Ala Moana Blvd.	Honolulu (Oahu)	Hawaii	96814	808.628.7697
1368	Fresh Dining Concepts LLC	4510 Salt Lake Blvd Ste D	Honolulu (Oahu)	Hawaii	96818	808.628.6685
1421	Fresh Dining Concepts LLC	1450 Ala Moana Blvd.	Honolulu (Oahu)	Hawaii	96814	808.941.6132
547	Fresh Dining Concepts LLC	275 West Kaahumanu Ave., #F3	Kahului (Maui)	Hawaii	96732	808.873.2003
182	Fresh Dining Concepts LLC	539 Kailua Rd.	Kailua (Oahu)	Hawaii	96734	808.263.0975
519	Fresh Dining Concepts LLC	74-5588 Palani Rd.	Kailua-Kona (Big Island)	Hawaii	96740	808.327.6900
596	Fresh Dining Concepts LLC	45-023 Kamehameha Highway	Kaneohe (Oahu)	Hawaii	96744	808.234.5428
711	Fresh Dining Concepts LLC	338 Kamokila Blvd., #107	Kapolei (Oahu)	Hawaii	96707	808.674.2752
351	Fresh Dining Concepts LLC	274 Piikea Ave., #105	Kihei (Maui)	Hawaii	96753	808.891.8874
544	Fresh Dining Concepts LLC	3-2600 Kaumualii Hwy, #A7	Lihue (Kauai)	Hawaii	96766	808.241.7042

#	Franchisee	Address	City	State	Zip	Telephone
541	Fresh Dining Concepts LLC	95-1249 Meheula Pkwy., Bldg. 5	Mililani (Oahu)	Hawaii	96789	808.627.1849
731	Fresh Dining Concepts LLC	95-221 Kipapa Dr.	Mililani (Oahu)	Hawaii	96789	808.625.6680
797	Fresh Dining Concepts LLC	86-120 Farrington Highway, Unit #5	Waianae (Oahu)	Hawaii	96792	808.628.6797
1452	Fresh Dining Concepts LLC	700 Waiale Rd	Wailuku	Hawaii	96793	808 893-0369
545	Fresh Dining Concepts LLC	94-821 Lumiaina St., Bldg #8 Ste. 2	Waipahu (Oahu)	Hawaii	96797	808.678.3138
674	Fresh Dining Concepts LLC	94-673 Kupuohi St.	Waipahu (Oahu)	Hawaii	96797	808.680.9223
1576	Trees Company LLC	350 N Milwaukee St, Space 5517	Boise	Idaho	83704	208-488-4535
244	Urban Investments, LLC	202 W. Ironwood Dr., Ste. E	Coeur d'Alene	Idaho	83814	208.664.3206
218	Juice It Up, Inc.	1803 S. 2500 E.	Idaho Falls	Idaho	83406	208.542.0231
1423	Juice It Up, Inc.	417 S. Utah Ave	Idaho Falls	Idaho	83402	208.524.2348
1577	Juice It Up, Inc.	2300 E 17th St	Idaho Falls	Idaho	83404	208-419-0834
103495	Trees Company LLC	2025 12th Ave. Rd.	Nampa	Idaho	83686	208.546.0839
103367	Pocatello Smoothie CO LLC	1103 Yellowstone Ave.	Pocatello	Idaho	83201	208.478.9852
103366	W. Randall Porter	138 W. Main Street	Rexburg	Idaho	83440	208.359.9617
1227	Juice It Up, Inc.	1239 Pole Line Rd East, Ste 310C	Twin Falls	Idaho	83301	208.735.2424
189	SuSu Hospitality Group, LLC	500 W. Madison St., #C007	Chicago	Illinois	60661	312.474.0350
481	SuSu Hospitality Group, LLC	225 S. Canal St., Food Court	Chicago	Illinois	60606	312.382.9904
1174	Natural Energy Unlimited of Chicago, LLC	10000 West O'Hare Terminal 1, b.u. 93C (Gate B-7)	Chicago	Illinois	60666	(773) 686-5859
103496	SuSu Hospitality Group, LLC	875 N. Michigan Ave.	Chicago	Illinois	60611	312.526.3317
827	SuSu Hospitality Group, LLC	6000 Northwest Hwy, Ste. 56-C	Crystal Lake	Illinois	60014	815.455.1844
908	SuSu Hospitality Group, LLC	21690 West Long Grove Rd., Unit B	Deer Park	Illinois	60010	847.438.4928
502	SuSu Hospitality Group, LLC	1544 Commons Dr.	Geneva	Illinois	60134	(630) 262-9360
891	SuSu Hospitality Group, LLC	6170 Grand Ave.	Gurnee	Illinois	60031	847.855.1427
104443	Hot Buns Company	203 Yorktown Center	Lombard	Illinois	60521	630.785.3045
524	SuSu Hospitality Group, LLC	17W426 22nd Street	Oakbrook Terrace	Illinois	60181	630.279.5332
652	SuSu Hospitality Group, LLC	15159 S. La Grange Rd., #400	Orland Park	Illinois	60462	708.364.1054
342	SuSu Hospitality Group, LLC	601 N. Martingale Rd., Ste. #310	Schaumburg	Illinois	60173	847.995.1445
1105	SuSu Hospitality Group, LLC	700 N. Milwaukee Ave., Ste. 144	Vernon Hills	Illinois	60061	847.816.0226
781	SuSu Hospitality Group, LLC	278 Danada Square West	Wheaton	Illinois	60187	630.221.1573
1119	SuSu Hospitality Group, LLC	7169 S. Kingery Highway	Willowbrook	Illinois	60527	(630) 850-3375
103984	BROTHERS RETAIL GROUP, INC.	122 E. 109th Street	Crown Point	Indiana	46307	219.333.2173
104592	BROTHERS RETAIL GROUP, INC.	1906 US Highway 41, Unit D	Schererville	Indiana	46375	219.440.7143
1460	Bruegger's Enterprises, Inc.	708 S. Riverside Dr	Iowa City	Iowa	52246	(319) 333-0019

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103169	Compass Group USA, Inc.	2000 Lakeshore Drive	New Orleans	Louisiana	70148	(888) 514-4275
1226	Air Ventures, LLC	BWI Airport, Concourse A/B, Tenant S-18	Baltimore	Maryland	21240	(410) 859-1157
104080	HFV2, LLC	7101 Democracy Blvd.	Bethesda	Maryland	20817	(443) 924-1917
1538	Romba Juice 2 LLC	10300 Little Patuxent Pkwy, Ste 5537	Columbia	Maryland	21044	410-988-2126
103360	Sodexo Operations, LLC	9800 Savage Road	Ft. Meade	Maryland	20755	(301) 987-4924
1480	Romba Juice, LLC	7000 Arundel Mills Circle, Space 340	Hanover	Maryland	21076	410.553.4284
1501	Security JJ, LLC	6669 Security Blvd, Ste M-1	Woodlawn	Maryland	21207	443-893-3189
1442	Bruegger's Enterprises, Inc.	158-K Great Rd	Bedford	Massachusetts	01730	(781) 778-2927
104243	YTAZ Corporation	769 Lyannough Road	Hyannis	Massachusetts	02601	774.470.2194
1438	Bruegger's Enterprises, Inc.	496-498 Main Street	Melrose	Massachusetts	02176	781.665.1913
103627	Chestnut Land Company	3195 28th St SE	Grand Rapids	Michigan	49512	616-816-1066
1305	Fresh Dining Concepts LLC	317 East Broadway	Bloomington	Minnesota	55425	952.854.5540
413	Fresh Dining Concepts LLC	7511 France Ave. South	Edina	Minnesota	55435	952.842.9251
1434	Fresh Dining Concepts LLC	11632 Fountains Dr, Ste 403	Maple Grove	Minnesota	55311	763.703.3731
1512	Fresh Dining Concepts LLC	12401 Wayzata Blvd	Minnetonka	Minnesota	55305	952-544-0486
414	Fresh Dining Concepts LLC	1577 Grand Ave.	St. Paul	Minnesota	55105	651.695.0080
1016	Fresh Dining Concepts LLC	8362 Tamarack Village, #123	Woodbury	Minnesota	55125	651.731.9412
104866	Pina Kshirsagar	80 W. County Center Drive	Des Peres	Missouri	63131	314.626.8001
1335	GNS Holdings Inc.	921 Topsy Lane, Ste. 412	Carson City	Nevada	89705	7752676642
231	FC Juice Partners, LLC	1500 N. Green Valley Pkwy., Ste.. 240	Henderson	Nevada	89074	702.270.3336
1388	FC Juice Partners, LLC	10251 S. Eastern Ave Ste. 120	Henderson	Nevada	89052	702.901.8255
463	ARAMARK Food and Support Services Group, Inc.	UNLV Student Union Bldg., Space #119	Las Vegas	Nevada	89154	702.895.0827
949	FC Juice Partners, LLC	5905 S. Eastern Ave., Ste. 108	Las Vegas	Nevada	89119	702.632.2815
1070	FC Juice Partners, LLC	2546 East Craig Rd., Ste. 135	Las Vegas	Nevada	89030	702.399.4198
1100	FC Juice Partners, LLC	1121 S Decatur Blvd., Ste.. 110	Las Vegas	Nevada	89102	702.387.9630
1236	FC Juice Partners, LLC	3200 Las Vegas Blvd, Space 1340	Las Vegas	Nevada	89109	7026912760
1290	Hospitality Culinaire, Inc.	5757 Wayne Newton Blvd	Las Vegas	Nevada	89119	702-837-1542
1357	FC Juice Partners, LLC	6925 S. Rainbow Blvd, Ste 100	Las Vegas	Nevada	89119	7029061491
1389	FC Juice Partners, LLC	10830 W. Charleston Blvd	Las Vegas	Nevada	89135	702-629-2902
1402	FC Juice Partners, LLC	365 Hughes Center Drive	Las Vegas	Nevada	89169	702.483.5091
1461	Hospitality Culinaire, Inc.	5757 Wayne Newton Blvd	Las Vegas	Nevada	89119	702.837.0549
1562	FC Juice Partners, LLC	7130 West Craig Rd	Las Vegas	Nevada	89129	702.330.0167
103032	Hospitality Culinaire, Inc.	5757 Wayne Newton Blvd	Las Vegas	Nevada	89119	702-262-1352
103491	FC Juice Partners, LLC	7204 South Durango	Las Vegas	Nevada	89113	(702) 640-0694

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498	GNS Holdings Inc.	5140 Kietzke Lane, Ste. B	Reno	Nevada	89511	775.828.5483
104298	MEI-GSR HOLDINGS LLC	2500 E 2nd St	Reno	Nevada	89595	(775) 789-2366
104913	One Whirld, Inc.	985 W. 5th Street	Reno	Nevada	89503	775.622.8690
103632	Smoothiehill, LLC	2000 NJ-38	Cherry Hill	New Jersey	08002	856.661.0008
1212	Menlo Park Health Food, Inc.	55 Parsonage Rd, Space 2445	Edison	New Jersey	08837	732.767.3003
1536	FruitJuice Inc.	651 Kapkowski Rd	Elizabeth	New Jersey	07201	908-447-0788
104697	Fresh Dining Concepts LLC	30 Mall Drive W	Jersey City	New Jersey	07310	609.833.3456
1213	Creative Food Group, LLC	Newark Airport, Terminal A	Newark	New Jersey	07114	973.424.0888
817	Brunswick Health Food Inc	652 Shoppes Boulevard	North Brunswick	New Jersey	08902	732.227.0490
1580	Garden State Juice, LLC	1 Garden State Plaza, 2nd level, Space 2225	Paramus	New Jersey	07652	(201) 368-0325
1323	Willowbrook Juice, LLC	5537 Willowbrook Mall	Wayne	New Jersey	07470	(973) 256-6700
1206	Faculty-Student Association of State University of New York at Buffalo, Inc.	Student Union Bldg - N Campus	Buffalo	New York	14261	7166453053
1313	JJ Roosevelt, LLC	630 Old Country Road	Garden City	New York	11530	516.747.0140
787	Air Ventures LGA, LLC	JFK Airport - JFK & VanWyck, Jet Blue Term. Space 36CC	Jamaica	New York	11430	(860) 670-5514
1433	SSP America, Inc.	JFK International Airport, Terminal 4 Loading Dock	Jamaica	New York	11430	(917) 280-4451
1224	Smoothie 1224, LLC	30 Rockefeller Plaza, Space SM02, Concourse level	New York	New York	10112	212-247-4611
1419	JJ Port LLC	625 8th Ave, Main Concourse South Wing	New York	New York	10018	(212) 273-1165
1542	Global Food Concepts, LLC	1 Penn Station, Amtrak Level	New York	New York	10001	212-695-2602
104160	UNITED GROUP RETAIL LLC	185 Greenwich St., #LL5130	New York	New York	10007	212.349.8395
613	Harbor Management Company, Inc.	5501 Josh Birmingham Pkwy., Concourse D	Charlotte	North Carolina	28219	704.359.9572
1600	Harbor Management Company, Inc.	5501 Josh Birmingham Pkwy A North	Charlotte	North Carolina	28208	704-359-9572
104190	Sheena's Smoothies 1, LLC	5110 Park Road	Charlotte	North Carolina	28209	980.299.0094
103231	SE Co-Brand Ventures, LLC	8111 Concord Mills Blvd.	Concord	North Carolina	28027	704.979.7912
1495	EPEC Juice LLC	810 Ninth St	Durham	North Carolina	27705	919-907-0806
1399	ARAMARK Food and Support Services Group, Inc.	833 Montlieu Avenue	High Point	North Carolina	27262	(336) 841-4666
103229	SE Co-Brand Ventures, LLC	11025 Carolina Pl Pkwy	Pineville	North Carolina	28134	980-335-0353

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1205	Compass Group USA, Inc.	Bowen Thompson Student Union	Bowling Green	Ohio	43402	4193729000
104840	Epoch Five Enterprises LLC	5300 Riverside Drive Main Terminal	Cleveland	Ohio	44135	216.331.3211
104567	NOOR ENTERPRISES INC.	1500 Polaris Pkwy, Space #2192	Columbus	Ohio	43240	614.468.1083
1329	SuSu LLC	5001 Monroe St, Space 9055	Toledo	Ohio	43623	419-725-2750
1373	SuSu LLC	3305 West Central Ave, Unit A2-35	Toledo	Ohio	43606	419.724.0721
1355	Compass Group USA, Inc.	1 University Plaza, Kilcawley Center	Youngstown	Ohio	44555	3309413391
312	Dream, LLC	8 East 33rd Street, #A	Edmond	Oklahoma	73013	405-696-5222
1601	Juice Outfitters, LLC	7122 S. Memorial Dr.	Tulsa	Oklahoma	74133	(918) 872-9696
226	The Cinnamon Bums, Inc.	18021 NW Evergreen Pkwy., #D	Beaverton	Oregon	97006	503.533.2050
271	The Cinnamon Bums, Inc.	2919 SW Cedar Hills Blvd.	Beaverton	Oregon	97005	503.626.2629
1340	The Cinnamon Bums, Inc.	14700 S.W. Murray Scholls Dr, Suite #103	Beaverton	Oregon	97007	503.372.5494
1476	The Cinnamon Bums, Inc.	13543 NW Cornell Rd	Beaverton	Oregon	97229	(503) 747-4276
277	The Cinnamon Bums, Inc.	2680 NE Highway 20, Ste. 360	Bend	Oregon	97701	541.388.1916
1069	The Cinnamon Bums, Inc.	1580 NW 9th St., Ste. 105	Corvallis	Oregon	97330	541.752.0096
951	The Cinnamon Bums, Inc.	1005 Green Acres Rd.	Eugene	Oregon	97408	541.687.5860
1432	The Cinnamon Bums, Inc.	293 Valley River Drive	Eugene	Oregon	97401	541.683.3570
1618	The Cinnamon Bums, Inc.	Erb Memorial Union, 1395 University St, Space #049A	Eugene	Oregon	97403	(458) 201-8597
1477	The Cinnamon Bums, Inc.	11965 SE Sunnyside Rd	Happy Valley	Oregon	97015	503-855-3334
887	The Cinnamon Bums, Inc.	7204 N.E. Cornell Rd., Bldg No. cos357	Hillsboro	Oregon	97124	503.648.3925
950	C42B Inc.	2555 Jorie Lane	Keizer	Oregon	97301	503.485.0472
103213	Rogue Smoothies, Inc.	20 Rossanley Drive	Medford	Oregon	97501	541.499.0507
890	The Cinnamon Bums, Inc.	12000 SE 82nd Ave., #2081	Portland	Oregon	97086	503.659.1996
1064	The Cinnamon Bums, Inc.	1307 N.E. 102nd Ave., Ste. I	Portland	Oregon	97220	503.252.3233
103299	ALL ABOUT FOODS GROUP INC.	7000 NE Airport Way	Portland	Oregon	97218	971.940.7378
290	C42B Inc.	3096 NE Lancaster Dr.	Salem	Oregon	97305	503.566.7045
341	C42B Inc.	2910 Commercial St. S.E.	Salem	Oregon	97302	503.391.6251
1149	C42B Inc.	515 Taggart Dr. NW, Ste. 110	Salem	Oregon	97304	503.585.5544
292	The Cinnamon Bums, Inc.	9473 SW Washington Square Rd.	Tigard	Oregon	97223	503.670.9643
910	The Cinnamon Bums, Inc.	7136 SW Hazel Fern Rd.	Tigard	Oregon	97224	503.639.4505
942	The Cinnamon Bums, Inc.	7137 SW Nyberg St.	Tualatin	Oregon	97062	503.692.4328
276	C42B Inc.	8261-B SW Wilsonville Rd.	Wilsonville	Oregon	97070	503.570.9119
1065	The Cinnamon Bums, Inc.	22401 NE Glisan Street, Ste. A	Wood Village	Oregon	97060	503.492.9467
1256	Be The Boss, LLC	1001 Arney Rd, Space 224	Woodburn	Oregon	97071	5039820000
1429	Kiranben Patel, Dinesh Patel, Yogesh Patel	4604 Broadway	Allentown	Pennsylvania	18104	610.351.5101
1319	New York Ice Cream, Inc.	Philadelphia Int'l Airport, Space C-9A	Philadelphia	Pennsylvania	19153	215.805.6862

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1557	ARAMARK Food and Support Services Group, Inc.	1816 N. 15th St - Campus Rec Center	Philadelphia	Pennsylvania	19121	610-762-7624
1574	New York Ice Cream, Inc.	Terminal D, adjacent to Gate D-6	Philadelphia	Pennsylvania	19153	215-365-6547
1483	Bruegger's Enterprises, Inc.	531 Grant Street	Pittsburgh	Pennsylvania	15219	412.471.9249
1200	THE PENNSYLVANIA STATE UNIVERSITY	HUB - Student Union Center, Space 1020	University Park	Pennsylvania	16802	814.865.7623
1410	Juice Squad Willow Grove, LLC	4021 Welsh Road	Willow Grove	Pennsylvania	19090	215.659.0609
103228	SE Co-Brand Ventures, LLC	100 Columbiana Circle	Columbia	South Carolina	29212	(843) 995-4472
103226	SE Co-Brand Ventures, LLC	4635 Factory Stores Blvd	Myrtle Beach	South Carolina	29579	(843) 903-3399
1371	Fruitful Living LLC	1844 W. McEwen Dr., Ste. 100	Franklin	Tennessee	37067	615.905.5617
103225	SE Co-Brand Ventures, LLC	7600 Kingston Pike	Knoxville	Tennessee	37919	865-690-8956
1510	Fruitful Living LLC	3053 Medical Center Pkwy, Ste A	Murfreesboro	Tennessee	37129	615-396-8702
1365	Anderson Capital Group, LLC	2314 Elliston Place	Nashville	Tennessee	37203	615.873.1687
1584	Anderson Capital Group, LLC	433 Opry Mills Road	Nashville	Tennessee	37214	629.333.1584
103230	SE Co-Brand Ventures, LLC	2126 Abbott Martin Rd	Nashville	Tennessee	37215	615-878-1126
103159	John Anderson	434 Sam Ridley Pkwy W.	Smyrna	Tennessee	37167	615-462-5697
103269	Sankalp Group LLC	829 W. Stacy Rd.	Allen	Texas	75013	214.785.7599
1164	Fresh Dining Concepts LLC	1201 Barbara Jordan Blvd., Ste.. 1295	Austin	Texas	78722	512.482.9722
1606	Bedi LLC	971 S. W. Wilshire Blvd	Burleson	Texas	76028	682-224-6231
103995	ABJJJG LLC	401 W. Whitestone Blvd.	Cedar Park	Texas	78613	512.456.7623
714	Fresh Dining Concepts LLC	980 University Dr. E, #300	College Station	Texas	77840	979.846.6200
588	Fresh Dining Concepts LLC	5425 S. Padre Island Dr., #112A	Corpus Christi	Texas	78411	361.906.2474
557	Fresh Dining Concepts LLC	5923 Greenville Ave.	Dallas	Texas	75206	214.363.6461
1180	Fresh Dining Concepts LLC	13350 North Dallas Pkwy	Dallas	Texas	75240	(972) 661-8060
1387	University of North Texas	1155 Union Circle	Denton	Texas	76203	940.369.8494
1292	Sodexo America, LLC	Union Services Building, 500 W. University	El Paso	Texas	79968	915.747.5628
1706	BRS & Associates LLC	985 N. Resler Road	El Paso	Texas	79912	915.500.1200
104154	SMOOTHIE LIFE LLC	13371 Eastlake Blvd.	El Paso	Texas	79928	915.234.2889
818	Fresh Dining Concepts LLC	4811 Overton Ridge	Fort Worth	Texas	76132	817.370.6478
1716	Cowtown Smoothies, LLC	5305 Golden Triangle Blvd.	Fort Worth	Texas	76244	817.741.5262
104433	North Texas Elite Ventures LLC	6828 Stonebrook Parkway	Frisco	Texas	75034	214.308.9201
1709	Ansh Brothers LLC	2805 Heritage Trace Pkwy.	Ft. Worth	Texas	76177	(817) 928-4828
1135	Fresh Dining Concepts LLC	3040 W Camp Wisdom Rd., Ste. 100	Grand Prairie	Texas	75052	972.606.8655
104661	BLENDII LLC	502 Idlewild Road	Grand Prairie	Texas	75051	903.204.4014
345	Fresh Dining Concepts LLC	2515 Post Oak Blvd., Ste. A	Houston	Texas	77056	713.850.1089

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580	Fresh Dining Concepts LLC	7017 Highway 6 North	Houston	Texas	77084	281.463.9956
1490	Five Star Pretzel, LLC	2000 Willowbrook Dr	Houston	Texas	77070	281.469.1399
1630	Amirah Ventures LLC	6710 Spring Stuebner Rd	Houston	Texas	77389	832.953.2613
103082	HOUSTON JUICE LLC	211 Heights Blvd.	Houston	Texas	77007	713.393.7833
615	Fresh Dining Concepts LLC	6440 N. MacArthur Blvd.	Irving	Texas	75039	972.401.3800
896	Fresh Dining Concepts LLC	23501 Cinco Ranch Blvd.	Katy	Texas	77494	281.574.1646
103654	South Plains Jamba LLC	6002 Slide Rd	Lubbock	Texas	79414	(806) 905-6813
1598	ALOHA JUICE, LLC	1658 W. University Dr	McKinney	Texas	75069	(469) 631-0305
104649	BLENDII LLC	5200 Stacy Road, Suite 600	McKinney	Texas	75070	469.631.0010
1485	Makagamo Energy, LLC	3415 North Loop 250 West	Midland	Texas	79707	432-689-0805
1710	Tillman's Whirl'd Inc.	9303 Hwy 6, Ste 100	Missouri City	Texas	77459	(281) 778-0019
1162	Fresh Dining Concepts LLC	2810 Business Center Dr., Ste. 138	Pearland	Texas	77584	713.340.2278
820	Fresh Dining Concepts LLC	1201 E. Spring Creek Pkwy, Ste. 180	Plano	Texas	75074	972.424.5015
1702	Harmony Tree, LLC	6100 W. Park Blvd.	Plano	Texas	75093	214-501-2119
103523	Amirah Ventures LLC	10169 Grand Parkway	Richmond	Texas	77407	(832) 944-6994
1113	Fresh Dining Concepts LLC	290 E. Basse Rd., #101	San Antonio	Texas	78209	210.824.0050
1178	Fresh Dining Concepts LLC	5535 W. Loop 1604 N., Ste. 101	San Antonio	Texas	78251	210.509.4441
1179	Fresh Dining Concepts LLC	8603 State Hwy 151, Ste. 101	San Antonio	Texas	78245	210.521.2477
1556	Five Star Pretzel, LLC	7400 San Pedro	San Antonio	Texas	78216	210-306-2335
103156	Imtiaz Karowalia	15900 La Cantera Parkway	San Antonio	Texas	78256	726.800.5003
1525	Five Star Pretzel, LLC	16535 Southwest Fwy	Sugar Land	Texas	77479	281-325-0353
1543	Platinum Juice and Pretzel Inc.	1201 Lake Woodlands Dr	The Woodlands	Texas	77380	281 419 4774
822	Fresh Dining Concepts LLC	4300 W. Waco Dr.	Waco	Texas	76710	254.751.1689
614	Fresh Dining Concepts LLC	528 W. Bay Area Blvd., Ste. 300	Webster	Texas	77598	281.316.9965
104214	BLENDII LLC	809 Woodbridge Pkwy.	Wylie	Texas	75098	469.626.0121
103057	Blended Star, LLC	646 South Main Street	Cedar City	Utah	84720	(435) 263-0497
873	Blended Star, LLC	1776 North 2000 West, Ste. 2	Clinton	Utah	84015	801.779.9616
296	Brack & Field, LLC	148 E. 12300 S., Ste. #D	Draper	Utah	84020	801.523.9741
237	Blended Star, LLC	1944 N. Woodland Park Dr.	Layton	Utah	84040	801.779.1200
1493	Blended Star, LLC	3601 North Digital Dr, Ste 206	Lehi	Utah	84043	385-455-4104
216	Anderson Juice, Inc.	130 E. 400 N., #200	Logan	Utah	84321	435.755.9922
204	Blended Star, LLC	7194 S. Union Park Ave., #200	Midvale	Utah	84047	801.561.9361
270	Blended Star, LLC	1155 West Riverdale Rd., Unit B	Ogden	Utah	84405	801.399.4333
103506	Blended Star, LLC	4396 South Harrison Blvd	Ogden	Utah	84403	801-605-3149
1204	Brack & Field, LLC	800 W. University Pkwy	Orem	Utah	84058	(801) 863-6041
201	Brack & Field, LLC	1774 N. University Pkwy, #60	Provo	Utah	84604	801.377.0404
225	Brigham Young University	2047 Ernest L. Wilkinson, Student Ctn. #C	Provo	Utah	84602	801.422.3245

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1021	Brigham Young University	102 SAB Student Athletic Bldg, Brigham Young University	Provo	Utah	84602	801.422.1915
203	JC 4th South LLC	613 East 400 South, Unit C	Salt Lake City	Utah	84102	801.575.6756
206	Blended Star, LLC	3294 S. 1300 E., Unit B	Salt Lake City	Utah	84106	801.463.9200
104808	Host International, Inc.	3920 W. Terminal Dr.	Salt Lake City	Utah	84122	801.638.1808
1343	Blended Star, LLC	77 W. 10600 South St.	Sandy	Utah	84070	801.553.7040
1013	Blended Star, LLC	11507 S. Pkwy Plaza Dr., Ste. 200	South Jordan	Utah	84095	801.495.5320
1559	Blended Star, LLC	473 South River Rd, Ste A	St. George	Utah	84790	435-359-1305
211	Blended Star, LLC	5578 S. Redwood Blvd., Unit C	Taylorsville	Utah	84123	801.968.9767
535	Brack & Field, LLC	7689 S. Jordan Landing Blvd.	West Jordan	Utah	84084	(801) 282-8393
1143	Blended Star, LLC	3567 Constitution Blvd., Space 250	West Valley City	Utah	84119	801-966-3200
1262	Virginia Polytechnic Institute and State University	Academic & Student Affairs Bldg	Blacksburg	Virginia	24060	5402318203
1564	Fraiche Virginia, Inc.	1600 Premium Outlets Blvd, Space 606	Norfolk	Virginia	23502	757-966-1451
1568	HFV, LLC	1961 Chains Bridge Rd, Kiosk #KSK12U	Tysons	Virginia	22102	(571) 424-7553
585	Vitaligent-Washington, LLC	3930 Factoria Mall SE, Ste. B3	Bellevue	Washington	98006	425-531-8279
810	Vitaligent-Washington, LLC	131 Bellevue Square	Bellevue	Washington	98004	425-531-8282
691	Vitaligent-Washington, LLC	1839 S. Burlington Blvd, Ste. 131	Burlington	Washington	98233	360-853-3017
671	Vitaligent-Washington, LLC	17125 SE 270th Place, Ste. 101	Covington	Washington	98042	253-329-6652
690	Vitaligent-Washington, LLC	305 SE Everett Mall Way, Ste. 30	Everett	Washington	98208	425-531-8280
670	Vitaligent-Washington, LLC	1413 South 348th St., Ste. L-101	Federal Way	Washington	98003	253.329.6454
523	Vitaligent-Washington, LLC	6160 E. Lake Sammamish Pkwy SE	Issaquah	Washington	98029	425-531-8278
913	Vitaligent-Washington, LLC	1350 Marvin Rd N.E., Ste. F	Lacey	Washington	98516	360-853-3105
1619	Vitaligent-Washington, LLC	10321 Gravelly Lake Dr. SW	Lakewood	Washington	98499	253-329-6703
520	Vitaligent-Washington, LLC	3000-184th Street SW, Ste. 880	Lynnwood	Washington	98037	425-531-8002
935	Vitaligent-Washington, LLC	17101 27th Ave. NE, Ste. B107	Marysville	Washington	98271	360-853-3221
103466	Anderson Juice - Sandifur, LLC	7425 Sandifur Parkway	Pasco	Washington	99301	509-380-5052
584	Vitaligent-Washington, LLC	3803 Meridian South	Puyallup	Washington	98373	253-329-6351
266	Vitaligent-Washington, LLC	16002 Redmond Way NE	Redmond	Washington	98052	425-531-8000
1473	Anderson Juice, Inc.	2727 Queensgate Dr	Richland	Washington	99352	509.579.0151
521	Vitaligent-Washington, LLC	2690 NE 49th Street	Seattle	Washington	98105	206-947-0095
1573	LoKo Blending Valley, LLC	14700 E Indiana Ave, Space 2126	Spokane	Washington	99216	509.241.3956
583	Vitaligent-Washington, LLC	4502 S. Steele St., Ste. #381	Tacoma	Washington	98409	253-329-4408
561	Vitaligent-Washington, LLC	680 Southcenter Mall, Unit #1110	Tukwila	Washington	98188	206-947-0168
273	The Cinnamon Bums, Inc.	8101 NE Pkwy Dr., Ste. #D-6	Vancouver	Washington	98662	360.260.5061
1181	The Cinnamon Bums, Inc.	164th & Mill Plain Rd.	Vancouver	Washington	98683	360.718.2169
1552	The Cinnamon Bums, Inc.	7907 NE 6th Ave	Vancouver	Washington	98665	360-984-3316

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269	Vitaligent-Washington, LLC	13804 NE 175th Street	Woodinville	Washington	98072	425-531-8001
1620	Anderson Juice - Rainier, LLC	2412 W Nob Hill Blvd #106	Yakima	Washington	98902	509-367-6412
1342	G&G Juice Company of Wisconsin, LLC	17000 W. Bluemound Rd., Unit E	Brookfield	Wisconsin	53005	262-641-0000
103706	TWISTED PRETZEL, INC.	650 State Street	Madison	Wisconsin	53703	608.467.8070
1430	G&G Juice Company of Wisconsin, LLC	544 E. Ogden Ave, Ste 300A	Milwaukee	Wisconsin	53202	414.800.7991
103652	MC LAB Enterprises LLC	1614 Wisconsin Avenue	Milwaukee	Wisconsin	53203	414.988.4111
1358	G&G Juice Company of Wisconsin, LLC	2500 North Mayfair Rd, Lvl 2	Wauwatosa	Wisconsin	53226	414-777-0232

The names, city, state and telephone numbers of franchisees who had signed Franchise Agreements, but had not opened the related Stores as of December 31, 2022 are as follows:

#	Primary Contact	City	State	Telephone
103446	Kurt Wilson	Tuscaloosa	Alabama	(470) 709-2104
105491	Panos Joulios	Casa grande	Arizona	(707) 451-2339
105475	Panos Joulios	Chandler	Arizona	(707) 451-2339
103469	Panos Joulios	Goodyear	Arizona	(707) 451-2339
105493	Panos Joulios	Maricopa	Arizona	(707) 451-2339
105474	Panos Joulios	Mesa	Arizona	(707) 451-2339
105247	Panos Joulios	Oro Valley	Arizona	(707) 451-2339
105492	Panos Joulios	Prescott Valley	Arizona	(707) 451-2339
105490	Panos Joulios	San Tan Valley	Arizona	(707) 451-2339
105034	David Ingenito II	Tucson	Arizona	(702) 427-4422
105162	Leor Rozen	Willow Beach	Arizona	(702) 325-4976
103554	Ajay Beri		California	(714) 863-6050
104833	David Ingenito II	Agoura Hills	California	(702) 427-4422
104868	Carlos Peralta	Anaheim	California	(949) 698-8641
104218	John Anderson	Apple Valley	California	(424) 744-7311
105377	Ravinder Grewal	Bakersfield	California	(212) 788-4708
105424	Sam Jouda	Bakersfield	California	(661) 333-0000
105425	Sam Jouda	Bakersfield	California	(661) 333-0000
105426	Sam Jouda	Bakersfield	California	(661) 333-0000
104775	Ajay Beri	Beverly Hills	California	(714) 863-6050
104980	Steve Ford	Brawley	California	(858) 254-8401
105381	Ravinder Grewal	Calexico	California	(212) 788-4708
104982	Steve Ford	Calexico	California	(858) 254-8401
103342	Carl L. Karcher	Camp Pendleton South	California	(760) 341-2992 X1109

#	Primary Contact	City	State	Telephone
105126	Nathan Garn	Carmichael	California	(801) 268-3400
104140	Amir Siddiqi	Cathedral City	California	(805) 672-2889
104106	Arshad Jamil	Corona	California	(951) 301-1300
104776	Ajay Beri	Culver City	California	(714) 863-6050
105122	Nathan Garn	Davis	California	(801) 268-3400
104981	Steve Ford	El Centro	California	(858) 254-8401
105129	Nathan Garn	El Dorado Hills	California	(801) 268-3400
105123	Nathan Garn	Elk Grove	California	(801) 268-3400
103346	Carl L. Karcher	Escondido	California	(760) 341-2992 X1109
105120	Nathan Garn	Fairfield	California	(801) 268-3400
104947	Carl J. Karcher	Fallbrook	California	(760) 774-0300
105130	Nathan Garn	Folsom	California	(801) 268-3400
104869	Carlos Peralta	Garden Grove	California	(949) 698-8641
103310	Pouya Moalej	Glendale	California	(310) 497-4960
105131	Nathan Garn	Granite Bay	California	(801) 268-3400
104610	Peter Singh	Greenfield	California	(559) 256-9800
105246	Caleb Wiegand	Hollister	California	(831) 484-3214
105379	Ravinder Grewal	Kramer Junction	California	(212) 788-4708
103311	Pouya Moalej	La Canada Flintridge	California	(310) 497-4960
104110	Arshad Jamil	Lake Elsinore	California	(951) 301-1300
104857	Pouya Moalej	Lancaster	California	(310) 497-4960
104858	Pouya Moalej	Lancaster	California	(310) 497-4960
103306	Pouya Moalej	Los Angeles	California	(310) 497-4960
103307	Pouya Moalej	Los Angeles	California	(310) 497-4960
103308	Pouya Moalej	Los Angeles	California	(310) 497-4960
103309	Pouya Moalej	Los Angeles	California	(310) 497-4960
104777	Ajay Beri	Los Angeles	California	(714) 863-6050
104778	Ajay Beri	Los Angeles	California	(714) 863-6050
104779	Ajay Beri	Los Angeles	California	(714) 863-6050
104780	Ajay Beri	Los Angeles	California	(714) 863-6050
104781	Ajay Beri	Los Angeles	California	(714) 863-6050
105378	Ravinder Grewal	Madera	California	(212) 788-4708
105135	Nathan Garn	Manteca	California	(801) 268-3400
105137	Nathan Garn	Modesto	California	(801) 268-3400
105138	Nathan Garn	Modesto	California	(801) 268-3400
105463	Devan Dalla	Modesto	California	(646) 427-6519
104108	Arshad Jamil	Moreno Valley	California	(951) 301-1300

#	Primary Contact	City	State	Telephone
104109	Arshad Jamil	Moreno Valley	California	(951) 301-1300
105127	Nathan Garn	North Highlands	California	(801) 268-3400
105003	Sandeep Hans	Oakdale	California	(209) 505-6000
103343	Carl L. Karcher	Oceanside	California	(760) 341-2992 X1109
103312	Pouya Moalej	Pasadena	California	(310) 497-4960
105139	Nathan Garn	Patterson	California	(801) 268-3400
104670	Hoss Tabrizi	Placentia	California	(949) 230-6533
105009	Devan Dalla	Plumas Lake	California	(646) 427-6519
104141	Amir Siddiqi	Rancho Mirage	California	(805) 672-2889
104541	David Karsenti	Redding	California	(786) 279-1834
104107	Arshad Jamil	Riverside	California	(951) 301-1300
105125	Nathan Garn	Rosemont	California	(801) 268-3400
105132	Nathan Garn	Roseville	California	(801) 268-3400
105124	Nathan Garn	Sacramento	California	(801) 268-3400
105128	Nathan Garn	Sacramento	California	(801) 268-3400
103347	Carl L. Karcher	San Diego	California	(760) 341-2992 X1109
103348	Carl L. Karcher	San Diego	California	(760) 341-2992 X1109
103350	Carl L. Karcher	San Diego	California	(760) 341-2992 X1109
103352	Carl L. Karcher	San Diego	California	(760) 341-2992 X1109
104689	Bianca Wilczoch	San Jose	California	(650) 642-8967
105478	Ray Gantus	San Jose	California	(801) 268-3400
105380	Ravinder Grewal	San Juan Bautista	California	(212) 788-4708
104369	Dwayne Redmon	San Leandro	California	(925) 201-5946
104870	Carlos Peralta	Santa Ana	California	(949) 698-8641
104871	Carlos Peralta	Santa Ana	California	(949) 698-8641
105216	Harmanpreet Kaur Sanhu	Selma	California	(559) 349-5200
103351	Carl L. Karcher	Spring Valley	California	(760) 341-2992 X1109
105133	Nathan Garn	Stockton	California	(801) 268-3400
105134	Nathan Garn	Stockton	California	(801) 268-3400
105119	Nathan Garn	Suisun City	California	(801) 268-3400
105136	Nathan Garn	Tracy	California	(801) 268-3400
105464	Devan Dalla	Turlock	California	(646) 427-6519
105118	Nathan Garn	Turlock	California	(801) 268-3400
105469	Holly Runyan	Ukiah	California	(971) 288-6391
104215	John Anderson	Victorville	California	(424) 744-7311
104216	John Anderson	Victorville	California	(424) 744-7311
104217	John Anderson	Victorville	California	(424) 744-7311

#	Primary Contact	City	State	Telephone
105141	Peter Singh	Visalia	California	(559) 256-9800
103344	Carl L. Karcher	Vista	California	(760) 341-2992 X1109
103345	Carl L. Karcher	Vista	California	(760) 341-2992 X1109
104180	Mark Keenan	Watsonville	California	(831) 645-9155
105121	Nathan Garn	Woodland	California	(801) 268-3400
104671	Hoss Tabrizi	Yorba Linda	California	(949) 230-6533
1712	Robert Thomas	Denver	Colorado	(678) 255-3713
1713	Robert Thomas	Denver	Colorado	(678) 255-3713
1714	Robert Thomas	Denver	Colorado	(678) 255-3713
103714	Cyrus Amroliwalla	TBD	Connecticut	(860) 521-3637
103713	Cyrus Amroliwalla	West Hartford	Connecticut	(860) 521-3637
104597	Riyad Omar	Newark	Delaware	(410) 289-5005
1715	Ryan Gabel	TBD	District of Columbia	(212) 847-2350
104104	Jody Anglin	Carrollwood	Florida	(919) 538-0491
105364	Cindy Martin	Fort Myers	Florida	(303) 929-2313
105199	Timothy Dorr	Kissimmee	Florida	(727) 644-6277
105211	Ranjit Khaira	Lake Mary	Florida	(209) 395-4839
105325	Luis San Miguel	Loxahatchee Groves	Florida	(786) 369-0471
104698	Bilal Badaoui	Miami	Florida	(916) 420-4011
104814	Brian Hahn	Miami	Florida	(561) 603-4638
104102	Jody Anglin	Tampa	Florida	(919) 538-0491
104103	Jody Anglin	Tampa	Florida	(919) 538-0491
104105	Jody Anglin	Tampa	Florida	(919) 538-0491
104101	Jody Anglin	Wesley Chapel	Florida	(919) 538-0491
105081	Ender Inciarte	Winter Garden	Florida	(786) 778-4777
103447	Kurt Wilson	Athens	Georgia	(470) 709-2104
103314	Anthony King	Atlanta	Georgia	(843) 236-2014
103223	Anthony King	Augusta	Georgia	(843) 236-2014
103448	Kurt Wilson	Kennesaw	Georgia	(470) 709-2104
105078	Jenifer Duggan	Kennesaw	Georgia	(470) 578-2902
103449	Kurt Wilson	Marietta	Georgia	(470) 709-2104
104596	Raed Naser	Alsip	Illinois	(708) 979-9095
104523	Sunil Bedi	Chicago	Illinois	(925) 415-9150
104524	Sunil Bedi	Deerfield	Illinois	(925) 415-9150
104526	Sunil Bedi	Evanston	Illinois	(925) 415-9150
105320	Patrick Chase Williams	Glenview	Illinois	(708) 288-5140
104527	Sunil Bedi	Hyde Park	Illinois	(925) 415-9150

#	Primary Contact	City	State	Telephone
105298	Vedavathi Paruchuri	Joliet	Illinois	(757) 746-3618
105111	Usman Siddiqui	Norridge	Illinois	(630) 290-2800
104525	Sunil Bedi	Skokie	Illinois	(925) 415-9150
104594	Raed Naser	Dyer	Indiana	(708) 979-9095
104595	Raed Naser	Highland	Indiana	(708) 979-9095
103985	Raed Naser	Merrillville	Indiana	(708) 979-9095
104593	Raed Naser	Valparaiso	Indiana	(708) 979-9095
105361	Derrick O'Keefe	Derby	Kansas	(619) 882-0282
104879	Jeremy McDowell	Olathe	Kansas	(913) 980-4111
104880	Jeremy McDowell	Overland Park	Kansas	(913) 980-4111
104881	Jeremy McDowell	Shawnee	Kansas	(913) 980-4111
105359	Derrick O'Keefe	Wichita	Kansas	(619) 882-0282
105360	Derrick O'Keefe	Wichita	Kansas	(619) 882-0282
104336	Haider Ali Memon	Baltimore	Maryland	(347) 605-3390
104337	Haider Ali Memon	Baltimore	Maryland	(347) 605-3390
105086	Abisola Elabanjo	Gambrills	Maryland	(410) 279-5974
105436	Abhik Patel	Glen Burnie	Maryland	(410) 917-7735
105435	Abhik Patel	Laurel	Maryland	(410) 917-7735
103821	Riyad Omar	Ocean City	Maryland	(410) 289-5005
105103	Charone Cole	Owings Mills	Maryland	(443) 902-4700
105489	Dharmesh Shah	Oxon Hill	Maryland	(770) 652-9909
105437	Abhik Patel	Severna Park	Maryland	(410) 917-7735
104338	Haider Ali Memon	Towson	Maryland	(347) 605-3390
105240	Luis San Miguel	Burlington	Massachusetts	(786) 369-0471
104961	Abbas Khalil	Dearborn	Michigan	(313) 522-4333
104816	Abbas Khalil	East Lansing	Michigan	(313) 522-4333
104435	Michael Brann Jr.	Grand Rapids	Michigan	(616) 717-1667
104436	Michael Brann Jr.	Grand Rapids	Michigan	(616) 717-1667
104900	Abbas Khalil	Taylor	Michigan	(313) 522-4333
104100	Kevin Bryant	St. Louis	Missouri	(314) 361-3984
105351	Randy Garcia	Las Vegas	Nevada	702-581-5733
104914	Victoria Pedersen	Sparks	Nevada	(415) 302-2537
105349	Randy Garcia	Summerlin	Nevada	702-581-5733
105350	Randy Garcia	Summerlin	Nevada	702-581-5733
105161	Justice Volz	Hamilton	New Jersey	
105159	Justice Volz	Jackson Township	New Jersey	
105160	Justice Volz	Marlton	New Jersey	

#	Primary Contact	City	State	Telephone
103631	Manish Khanna	Tinton Falls	New Jersey	(732) 735-1367
104528	Chris Esquibel	Albuquerque	New Mexico	(505) 515-6278
104529	Chris Esquibel	Albuquerque	New Mexico	(505) 515-6278
104530	Chris Esquibel	Albuquerque	New Mexico	(505) 515-6278
104924	Magdalena Hermosillo	Las Cruces	New Mexico	(915) 539-8263
105256	Jennifer Schmalz	Albany	New York	610-295-2978
104705	Brent Sheena	Boone	North Carolina	(248) 655-7072
103222	Anthony King	Charlotte	North Carolina	(843) 236-2014
103224	Anthony King	Charlotte	North Carolina	(843) 236-2014
103317	Anthony King	Charlotte	North Carolina	(843) 236-2014
103227	Anthony King	Durham	North Carolina	(843) 236-2014
104911	Leia Williams	Greensboro	North Carolina	(336) 691-2408
104828	Darsh Patel	Cleveland	Ohio	(216) 820-5810
104569	Mohammad Malik	Columbus	Ohio	(614) 207-0612
104570	Mohammad Malik	Columbus	Ohio	(614) 207-0612
104912	Amit Patel	Mason	Ohio	(904) 729-8074
104568	Mohammad Malik	New Albany	Ohio	(614) 207-0612
104822	Steve Foltz	Canby	Oregon	(503) 639-2747
103214	Dewey Yung	Grants Pass	Oregon	(541) 941-0982
104820	Steve Foltz	Gresham	Oregon	(503) 639-2747
104821	Steve Foltz	Hillsborough	Oregon	(503) 639-2747
104368	Dewey Yung	Medford	Oregon	(541) 941-0982
104823	Steve Foltz	Newburg	Oregon	(503) 639-2747
104819	Steve Foltz	Oregon City	Oregon	(503) 639-2747
104545	Manish Khanna	Bryn Mawr	Pennsylvania	(732) 735-1367
104055	Khalid Mughal	Lancaster	Pennsylvania	(410) 409-6136
103316	Anthony King	Columbia	South Carolina	(843) 236-2014
103232	Anthony King	Franklin	Tennessee	(843) 236-2014
105316	Dinesh Patel	Hendersonville	Tennessee	(401) 567-8546
105317	Dinesh Patel	Mt. Juliet	Tennessee	(401) 567-8546
103315	Anthony King	Nashville	Tennessee	(843) 236-2014
105318	Dinesh Patel	Nashville	Tennessee	(401) 567-8546
103994	Bradley Davis	Austin	Texas	(512) 351-1375
105235	Brian V. Pham	Dallas	Texas	(817) 522-2484
104576	Mengmeng Li	Dallas	Texas	(870) 275-1982
104921	Luis lbarguengoytia	Dallas Fort Worth	Texas	(469) 284-0850
104578	Mengmeng Li	Denton	Texas	(870) 275-1982

#	Primary Contact	City	State	Telephone
103320	Osvaldo Flores	El Paso	Texas	(915) 282-9043
103321	Osvaldo Flores	El Paso	Texas	(915) 282-9043
104650	Shawn Bowling	Forney	Texas	(903) 574-4849
104434	Sami Alshehabi	Frisco	Texas	(469) 449-4509
104652	Shawn Bowling	Garland	Texas	(903) 574-4849
103997	Bradley Davis	Georgetown	Texas	(512) 351-1375
105307	Maria A. Silva	Lake Jackson	Texas	(979) 848-4003
104577	Mengmeng Li	Lewisville	Texas	(870) 275-1982
104655	Shawn Bowling	Longview	Texas	(903) 574-4849
104653	Shawn Bowling	Mesquite	Texas	(903) 574-4849
103996	Bradley Davis	Pflugerville	Texas	(512) 351-1375
104683	Latricia Lozano	Saginaw	Texas	(817) 608-6123
104654	Shawn Bowling	Terrell	Texas	(903) 574-4849
104651	Shawn Bowling	Tyler	Texas	(903) 574-4849
104078	Vishi Verma	Fillmore	Utah	(702) 845-1828
105244	Daljit Hundal	St. George	Utah	(925) 455-4743
105245	Daljit Hundal	Washington	Utah	(925) 455-4743
105338	Seth Pankaj	Arlington	Virginia	(703) 892-1908
105497	Nabin Joshi	Blaine	Washington	(509) 859-2748
105116	Nathan Garn	Bonney Lake	Washington	(801) 268-3400
104800	Cassidy McLean	Moses Lake	Washington	(509) 431-2118
105114	Nathan Garn	Renton	Washington	(801) 268-3400
105117	Nathan Garn	South Hill	Washington	(801) 268-3400
105115	Nathan Garn	Tukwila	Washington	(801) 268-3400
104447	Matthew Geik	Germantown	Wisconsin	(616) 745-8036
104445	Matthew Geik	Glendale	Wisconsin	(616) 745-8036
104446	Matthew Geik	Wauwatosa	Wisconsin	(616) 745-8036

EXHIBIT E

INFORMATION ON FORMER FRANCHISEES

INFORMATION REGARDING FORMER FRANCHISEES

Transfers in Fiscal Year 2022

#	Franchisee	City	State	Telephone
416	Tucson Juice, LLC	Tucson	Arizona	(757) 450-2373
832	Tucson Juice, LLC	Tucson	Arizona	(757) 450-2373
768	Vitaligent-NorCal, LLC	Antelope	California	(510) 282-8910
528	Vitaligent-East Bay, LLC	Antioch	California	(510) 282-8910
1022	Whirl Partners, LLC	Auburn	California	(415) 254-3553
706	Vitaligent-East Bay, LLC	Brentwood	California	(510) 282-8910
1551	Vitaligent-NorCal, LLC	Cameron Park	California	(510) 282-8910
1553	Vitaligent-NorCal, LLC	Carmichael	California	(510) 282-8910
176	Whirl Partners, LLC	Chico	California	(415) 254-3553
483	Whirl Partners, LLC	Chico	California	(415) 254-3553
692	Whirl Partners, LLC	Chico	California	(415) 254-3553
428	Vitaligent-NorCal, LLC	Citrus Heights	California	(510) 282-8910
721	Wowza Concepts, Incorporated	Clovis	California	(707) 451-2339
854	Swirl Partners, LLC	Clovis	California	(415) 254-3553
1351	Wowza Concepts, Incorporated	Clovis	California	(707) 451-2339
616	Vitaligent-East Bay, LLC	Concord	California	(510) 282-8910
1011	Vitaligent-East Bay, LLC	Concord	California	(510) 282-8910
153	Vitaligent-NorCal, LLC	Davis	California	(510) 282-8910
423	Vitaligent-NorCal, LLC	Elk Grove	California	(510) 282-8910
507	Vitaligent-NorCal, LLC	Elk Grove	California	(510) 282-8910
625	Vitaligent-NorCal, LLC	Elk Grove	California	(510) 282-8910
736	Vitaligent-NorCal, LLC	Elk Grove	California	(510) 282-8910
775	Vitaligent-NorCal, LLC	Fair Oaks	California	(510) 282-8910
487	Vitaligent-East Bay, LLC	Fairfield	California	(510) 282-8910
361	Vitaligent-NorCal, LLC	Folsom	California	(510) 282-8910
426	Vitaligent-NorCal, LLC	Folsom	California	(510) 282-8910
148	Wowza Concepts, Incorporated	Fresno	California	(707) 451-2339
355	Wowza Concepts, Incorporated	Fresno	California	(707) 451-2339
492	Wowza Concepts, Incorporated	Fresno	California	(707) 451-2339
788	Wowza Concepts, Incorporated	Fresno	California	(707) 451-2339
789	Wowza Concepts, Incorporated	Fresno	California	(707) 451-2339
799	Swirl Partners, LLC	Fresno	California	(415) 254-3553
1380	Wowza Concepts, Incorporated	Fresno	California	(707) 451-2339
943	Whirl Partners, LLC	Grass Valley	California	(415) 254-3553
618	Swirl Partners, LLC	Hanford	California	(415) 254-3553
155	Vitaligent-East Bay, LLC	Lafayette	California	(510) 282-8910
633	Vitaligent-NorCal, LLC	Lincoln	California	(510) 282-8910
592	Vitaligent-NorCal, LLC	Lodi	California	(510) 282-8910
48	Vitaligent-East Bay, LLC	Los Gatos	California	(510) 282-8910
658	Vitaligent-NorCal, LLC	Manteca	California	(510) 282-8910
862	Vitaligent-NorCal, LLC	Manteca	California	(510) 282-8910
620	Vitaligent-NorCal, LLC	Merced	California	(510) 282-8910
860	Vitaligent-East Bay, LLC	Milpitas	California	(510) 282-8910
1566	Vitaligent-East Bay, LLC	Milpitas	California	(510) 282-8910
357	Vitaligent-NorCal, LLC	Modesto	California	(510) 282-8910
360	Vitaligent-NorCal, LLC	Modesto	California	(510) 282-8910
493	Vitaligent-NorCal, LLC	Modesto	California	(510) 282-8910
59	Vitaligent-East Bay, LLC	Mountain View	California	(510) 282-8910

#	Franchisee	City	State	Telephone
589	Vitaligent-East Bay, LLC	Pittsburg	California	(510) 282-8910
1502	Vitaligent-East Bay, LLC	Pittsburgh	California	(510) 282-8910
590	Vitaligent-NorCal, LLC	Placerville	California	(510) 282-8910
156	Vitaligent-East Bay, LLC	Pleasant Hill	California	(510) 282-8910
879	Swirl Partners, LLC	Porterville	California	(415) 254-3553
627	Vitaligent-NorCal, LLC	Rancho Cordova	California	(510) 282-8910
417	Whirl Partners, LLC	Redding	California	(415) 254-3553
1096	Whirl Partners, LLC	Redding	California	(415) 254-3553
104541	Whirl Partners, LLC	Redding	California	(415) 254-3553
899	Swirl Partners, LLC	Reedley	California	(415) 254-3553
1578	Vitaligent-NorCal, LLC	Riverbank	California	(510) 282-8910
673	Vitaligent-NorCal, LLC	Rocklin	California	(510) 282-8910
329	Vitaligent-NorCal, LLC	Roseville	California	(510) 282-8910
363	Vitaligent-NorCal, LLC	Roseville	California	(510) 282-8910
631	Vitaligent-NorCal, LLC	Roseville	California	(510) 282-8910
632	Vitaligent-NorCal, LLC	Roseville	California	(510) 282-8910
103741	Vitaligent-NorCal, LLC	Roseville	California	(510) 282-8910
40	Vitaligent-NorCal, LLC	Sacramento	California	(510) 282-8910
62	Vitaligent-NorCal, LLC	Sacramento	California	(510) 282-8910
419	Vitaligent-NorCal, LLC	Sacramento	California	(510) 282-8910
440	Vitaligent-NorCal, LLC	Sacramento	California	(510) 282-8910
474	Vitaligent-NorCal, LLC	Sacramento	California	(510) 282-8910
508	Vitaligent-NorCal, LLC	Sacramento	California	(510) 282-8910
538	Vitaligent-NorCal, LLC	Sacramento	California	(510) 282-8910
812	Vitaligent-NorCal, LLC	Sacramento	California	(510) 282-8910
880	Vitaligent-NorCal, LLC	Sacramento	California	(510) 282-8910
1541	Vitaligent-NorCal, LLC	Sacramento	California	(510) 282-8910
103737	Vitaligent-NorCal, LLC	Sacramento	California	(510) 282-8910
103738	Vitaligent-NorCal, LLC	Sacramento	California	(510) 282-8910
31	Vitaligent-East Bay, LLC	San Jose	California	(510) 282-8910
35	Vitaligent-East Bay, LLC	San Jose	California	(510) 282-8910
63	Vitaligent-East Bay, LLC	San Jose	California	(510) 282-8910
173	Vitaligent-East Bay, LLC	San Jose	California	(510) 282-8910
409	Vitaligent-East Bay, LLC	San Jose	California	(510) 282-8910
436	Vitaligent-East Bay, LLC	San Jose	California	(510) 282-8910
499	Vitaligent-East Bay, LLC	San Jose	California	(510) 282-8910
556	Vitaligent-East Bay, LLC	San Jose	California	(510) 282-8910
728	Vitaligent-East Bay, LLC	San Jose	California	(510) 282-8910
739	Vitaligent-East Bay, LLC	San Jose	California	(510) 282-8910
1009	Vitaligent-East Bay, LLC	San Jose	California	(510) 282-8910
1129	Vitaligent-East Bay, LLC	San Jose	California	(510) 282-8910
104689	WSE Group, Inc.	San Jose	California	(650) 642-8967
1116	Swirl Partners, LLC	Sanger	California	(415) 254-3553
453	Vitaligent-East Bay, LLC	Santa Clara	California	(510) 282-8910
406	Vitaligent-NorCal, LLC	Stockton	California	(510) 282-8910
621	Vitaligent-NorCal, LLC	Stockton	California	(510) 282-8910
956	Vitaligent-NorCal, LLC	Stockton	California	(510) 282-8910
554	Vitaligent-NorCal, LLC	Tracy	California	(510) 282-8910
715	Swirl Partners, LLC	Tulare	California	(415) 254-3553
494	Vitaligent-NorCal, LLC	Turlock	California	(510) 282-8910
623	Vitaligent-NorCal, LLC	Vacaville	California	(510) 282-8910
813	Vitaligent-NorCal, LLC	Vacaville	California	(510) 282-8910

#	Franchisee	City	State	Telephone
555	Swirl Partners, LLC	Visalia	California	(415) 254-3553
93	Vitaligent-East Bay, LLC	Walnut Creek	California	(510) 282-8910
624	Vitaligent-NorCal, LLC	West Sacramento	California	(510) 282-8910
622	Vitaligent-NorCal, LLC	Woodland	California	(510) 282-8910
601	Whirl Partners, LLC	Yuba City	California	(415) 254-3553
105211	Saurabh Gaur, Ranjit Khaira	Lake Mary	Florida	(209) 395-6856
747	JJC Hawaii, LLC	Aiea (Oahu)	Hawaii	(808) 628-7697
1516	JJC Hawaii, LLC	Aiea (Oahu)	Hawaii	(808) 628-7697
485	JJC Hawaii, LLC	Ewa Beach (Oahu)	Hawaii	(808) 628-7697
542	JJC Hawaii, LLC	Hilo (Big Island)	Hawaii	(808) 628-7697
183	JJC Hawaii, LLC	Honolulu (Oahu)	Hawaii	(808) 628-7697
443	JJC Hawaii, LLC	Honolulu (Oahu)	Hawaii	(808) 628-7697
458	JJC Hawaii, LLC	Honolulu (Oahu)	Hawaii	(808) 628-7697
536	JJC Hawaii, LLC	Honolulu (Oahu)	Hawaii	(808) 628-7697
546	JJC Hawaii, LLC	Honolulu (Oahu)	Hawaii	(808) 628-7697
729	JJC Hawaii, LLC	Honolulu (Oahu)	Hawaii	(808) 628-7697
751	JJC Hawaii, LLC	Honolulu (Oahu)	Hawaii	(808) 628-7697
1097	JJC Hawaii, LLC	Honolulu (Oahu)	Hawaii	(808) 628-7697
1368	JJC Hawaii, LLC	Honolulu (Oahu)	Hawaii	(808) 628-7697
1421	JJC Hawaii, LLC	Honolulu (Oahu)	Hawaii	(808) 628-7697
547	JJC Hawaii, LLC	Kahului (Maui)	Hawaii	(808) 628-7697
182	JJC Hawaii, LLC	Kailua (Oahu)	Hawaii	(808) 628-7697
519	JJC Hawaii, LLC	Kailua-Kona (Big Island)	Hawaii	(808) 628-7697
596	JJC Hawaii, LLC	Kaneohe (Oahu)	Hawaii	(808) 628-7697
711	JJC Hawaii, LLC	Kapolei (Oahu)	Hawaii	(808) 628-7697
351	JJC Hawaii, LLC	Kihei (Maui)	Hawaii	(808) 628-7697
544	JJC Hawaii, LLC	Lihue (Kauai)	Hawaii	(808) 628-7697
541	JJC Hawaii, LLC	Mililani (Oahu)	Hawaii	(808) 628-7697
731	JJC Hawaii, LLC	Mililani (Oahu)	Hawaii	(808) 628-7697
797	JJC Hawaii, LLC	Waianae (Oahu)	Hawaii	(808) 628-7697
1452	JJC Hawaii, LLC	Wailuku	Hawaii	(808) 628-7697
545	JJC Hawaii, LLC	Waipahu (Oahu)	Hawaii	(808) 628-7697
674	JJC Hawaii, LLC	Waipahu (Oahu)	Hawaii	(808) 628-7697
1305	First Generation, LLC	Bloomington	Minnesota	(952) 270-3754
413	First Generation, LLC	Edina	Minnesota	(952) 270-3754
1434	First Generation, LLC	Maple Grove	Minnesota	(952) 270-3754
1512	First Generation, LLC	Minnetonka	Minnesota	(952) 270-3754
414	First Generation, LLC	St. Paul	Minnesota	(952) 270-3754
1016	First Generation, LLC	Woodbury	Minnesota	(952) 270-3754
1429	Shrinathji Enterprises Inc	Allentown	Pennsylvania	(401) 567-8546
1371	Fruitful Living Cool Springs LLC	Franklin	Tennessee	(615) 457-4761
1510	Fruitful Living Murfreesboro LLC	Murfreesboro	Tennessee	(615) 457-4761
1164	Alameda Juice, L.L.C.	Austin	Texas	(316) 263-3201
1606	Sankalp Group LLC	Burleson	Texas	210-412-4622
714	Alameda Juice, L.L.C.	College Station	Texas	(316) 263-3201
588	Alameda Juice, L.L.C.	Corpus Christi	Texas	(316) 263-3201
557	Alameda Juice, L.L.C.	Dallas	Texas	(316) 263-3201
1180	Alameda Juice, L.L.C.	Dallas	Texas	(316) 263-3201
818	Alameda Juice, L.L.C.	Fort Worth	Texas	(316) 263-3201
1135	Alameda Juice, L.L.C.	Grand Prairie	Texas	(316) 263-3201
345	Alameda Juice, L.L.C.	Houston	Texas	(316) 263-3201
580	Alameda Juice, L.L.C.	Houston	Texas	(316) 263-3201

#	Franchisee	City	State	Telephone
615	Alameda Juice, L.L.C.	Irving	Texas	(316) 263-3201
896	Alameda Juice, L.L.C.	Katy	Texas	(316) 263-3201
1598	Sankalp Group LLC	McKinney	Texas	210-412-4622
1162	Alameda Juice, L.L.C.	Pearland	Texas	(316) 263-3201
820	Alameda Juice, L.L.C.	Plano	Texas	(316) 263-3201
1113	Alameda Juice, L.L.C.	San Antonio	Texas	(316) 263-3201
1178	Alameda Juice, L.L.C.	San Antonio	Texas	(316) 263-3201
1179	Alameda Juice, L.L.C.	San Antonio	Texas	(316) 263-3201
822	Alameda Juice, L.L.C.	Waco	Texas	(316) 263-3201
614	Alameda Juice, L.L.C.	Webster	Texas	(316) 263-3201
585	Vitaligent-Washington, LLC	Bellevue	Washington	(510) 282-8910
810	Vitaligent-Washington, LLC	Bellevue	Washington	(510) 282-8910
691	Vitaligent-Washington, LLC	Burlington	Washington	(510) 282-8910
671	Vitaligent-Washington, LLC	Covington	Washington	(510) 282-8910
690	Vitaligent-Washington, LLC	Everett	Washington	(510) 282-8910
670	Vitaligent-Washington, LLC	Federal Way	Washington	(510) 282-8910
523	Vitaligent-Washington, LLC	Issaquah	Washington	(510) 282-8910
913	Vitaligent-Washington, LLC	Lacey	Washington	(510) 282-8910
1619	Vitaligent-Washington, LLC	Lakewood	Washington	(510) 282-8910
520	Vitaligent-Washington, LLC	Lynnwood	Washington	(510) 282-8910
935	Vitaligent-Washington, LLC	Marysville	Washington	(510) 282-8910
584	Vitaligent-Washington, LLC	Puyallup	Washington	(510) 282-8910
266	Vitaligent-Washington, LLC	Redmond	Washington	(510) 282-8910
521	Vitaligent-Washington, LLC	Seattle	Washington	(510) 282-8910
583	Vitaligent-Washington, LLC	Tacoma	Washington	(510) 282-8910
561	Vitaligent-Washington, LLC	Tukwila	Washington	(510) 282-8910
269	Vitaligent-Washington, LLC	Woodinville	Washington	(510) 282-8910

Terminated, Not Renewed or Left The System-Other (Store Previously Opened) in Fiscal Year 2022

#	Former Franchisee	City	State	Telephone	Category
835	Whirld Concepts, Inc.	Mesa	Arizona	(707) 451-2339	Termination
1517	Whirld Concepts, Inc.	Scottsdale	Arizona	(707) 451-2339	Termination
16	CLK 3 Juice, LP	La Jolla	California	(760) 341-2992	Termination
176	13P Juice, LLC	Chico	California	(786) 279-1834	Termination
474	Vitaligent-NorCal, LLC	Sacramento	California	(801) 268-3400	Termination
475	FC Juice Partners California, LLC	Oxnard	California	(702) 553-5699	Termination
489	CMCS 3 Juice, LP	Seal Beach	California	(310) 678-5172	Termination
503	Juice the Two of Us, Inc.	Vallejo	California	(310) 678-5173	Termination
505	FC Juice Partners California, LLC	Ventura	California	(702) 553-5699	Termination
506	FC Juice Partners California, LLC	Port Hueneme	California	(702) 553-5699	Termination
643	Whirl San Diego, LLC	Oceanside	California	(415) 505-4820	Termination
648	J's Juice Masters, Inc.	Rancho Cucamonga	California	(951) 232-6521	Termination
875	SMS Retail Management, LLC	Dana Point	California	(949) 230-6533	Termination
1198	Sodexo America, LLC	Malibu	California	(301) 987-4924	Termination
1489	CMCS 2 Juice LP	Buena Park	California	(310) 678-5172	Termination
1515	Puda, Inc.	Ontario	California	(951) 232-6521	Termination
531	Whirl Colorado LLC	Greenwood Village	Colorado	(415) 505-4820	Termination
927	Whirl Colorado LLC	Boulder	Colorado	(415) 505-4820	Termination

#	Former Franchisee	City	State	Telephone	Category
1189	ARAMARK Food and Support Services Group, Inc.	Gainesville	Florida	(215) 238-4013	Termination
1221	Compass Group USA, Inc.	Ft. Myers	Florida	(303) 929-2313	Termination
1246	ARAMARK Food and Support Services Group, Inc.	Tampa	Florida	(215) 238-4013	Termination
1393	Areas USA MIA, LLC	Miami	Florida	(407) 401-3759	Termination
1522	Great Service Restaurants, LLC	Delray Beach	Florida	(561) 714-9872	Termination
350	JJC Hawaii, LLC	Kahului (Maui)	Hawaii	(808) 628-7697	Termination
352	JJC Hawaii, LLC	Honolulu (Oahu)	Hawaii	(808) 628-7697	Termination
765	JJC Hawaii, LLC	Honolulu (Oahu)	Hawaii	(808) 628-7697	Termination
1312	Savor/SMG	Chicago	Illinois	(312) 366-0184	Termination
103986	Brothers Retail Group, Inc.	Cedar Lake	Indiana	(708) 979-9095	Termination
713	ARAMARK Food and Support Services Group, Inc.	Minneapolis	Minnesota	(215) 238-4013	Termination
1294	FC Juice Partners, LLC	Las Vegas	Nevada	(702) 553-5699	Termination
1140	Healthy Food Concepts, L.L.C.	Newark	New Jersey	(212) 244-4467	Termination
1370	Paramus Park Juice, LLC	Paramus	New Jersey	(908) 420-7177	Termination
1581	Makarios Enterprise Inc.	Stony Brook	New York	(631) 862-6850	Termination
1167	The Cinnamon Bums, Inc.	Bend	Oregon	(503) 639-2747	Termination
103390	The Juice Squad LLC	Philadelphia	Pennsylvania	(610) 613-7520	Termination
376	Alameda Juice, L.L.C.	Fort Worth	Texas	(316) 263-3201	Termination
484	Alameda Juice, L.L.C.	Dallas	Texas	(316) 263-3201	Termination
529	Alameda Juice, L.L.C.	Plano	Texas	(316) 263-3201	Termination
1052	Alameda Juice, L.L.C.	Highland Village	Texas	(316) 263-3201	Termination
103415	Imtiaz Karowalia	Friendswood	Texas	(713) 894-0439	Termination
1248	JCU, LLC	Salt Lake City	Utah	(801) 541-3868	Termination

Terminated (Store Never Opened) In Fiscal Year 2022

#	Former Franchisee	City	State	Telephone
104128	JamKash, LLC	Azusa	California	(805) 672-2889
104125	JamKash, LLC	Baldwin Park	California	(805) 672-2889
104132	JamKash, LLC	Chino	California	(805) 672-2889
104126	JamKash, LLC	City of Industry	California	(805) 672-2889
104131	JamKash, LLC	Diamond Bar	California	(805) 672-2889
104136	JamKash, LLC	Fontana	California	(805) 672-2889
104133	JamKash, LLC	Ontario	California	(805) 672-2889
104134	JamKash, LLC	Rancho Cucamonga	California	(805) 672-2889
104130	JamKash, LLC	Rowland Heights	California	(805) 672-2889
104137	JamKash, LLC	San Bernadino	California	(805) 672-2889
104129	JamKash, LLC	San Dimas	California	(805) 672-2889
104135	JamKash, LLC	Upland	California	(805) 672-2889
104127	JamKash, LLC	West Covina	California	(805) 672-2889
104432	Parul Darji, Nilesh Darji	Denver	Colorado	(720) 382-9288
104425	Parul Darji, Nilesh Darji	Ft. Collins	Colorado	(720) 382-9288
104426	Parul Darji, Nilesh Darji	Ft. Collins	Colorado	(720) 382-9288
104427	Parul Darji, Nilesh Darji	Greeley	Colorado	(720) 382-9288
104431	Parul Darji, Nilesh Darji	Lone Tree	Colorado	(720) 382-9288
104428	Parul Darji, Nilesh Darji	Superior	Colorado	(720) 382-9288
104429	Parul Darji, Nilesh Darji	Westminster	Colorado	(720) 382-9288
104430	Parul Darji, Nilesh Darji	Westminster	Colorado	(720) 382-9288

#	Former Franchisee	City	State	Telephone
104232	Synethia Curry	Chicago	Illinois	(773) 759-1529
103945	Gerald D'Apolito, Kendall Denise Morrison	Asbury Park	New Jersey	(609) 954-4687
103946	Gerald D'Apolito, Kendall Denise Morrison	Asbury Park	New Jersey	(609) 954-4687
104188	Sheena's Smoothies 1, LLC	Charlotte	North Carolina	(248) 655-7072
104189	Sheena's Smoothies 1, LLC	Charlotte	North Carolina	(248) 655-7072
103745	J-Jireh Nissi LLC	Missouri City	Texas	(713) 371-8874
103744	J-Jireh Nissi LLC	Sugar Land	Texas	(713) 371-8874
104371	ADDIBELL COMPANY LLC	King George	Virginia	(540) 272-5344

EXHIBIT F

STATE ADMINISTRATORS

CALIFORNIA

Office of the Commissioner
California Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013
(866) 275-2677

CONNECTICUT

Securities and Business Investment Division
Connecticut Department of Banking
260 Constitution Plaza
Hartford, Connecticut 06103
(860) 240-8233

FLORIDA

Department of Agriculture and Consumer Services
Division of Consumer Services
Mayo Building, Second Floor
Tallahassee, Florida 32399-0800
(850) 922-2770

HAWAII

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

ILLINOIS

Franchise Bureau
Office of Attorney General
State of Illinois
500 South Second Street
Springfield, Illinois 62706
(217) 782-4465

INDIANA

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

MARYLAND

Office of the Attorney General
Securities Division
200 St. Paul Place
Baltimore, Maryland 21202-2020
(410) 576-7042

MICHIGAN

Michigan Department of Attorney General
Consumer Protection Division
Antitrust and Franchise Unit
670 Law Building
Lansing, Michigan 48913
(517) 335-7567

MINNESOTA

Minnesota Department of Commerce
Securities-Franchise Registration
85 7th Place, Suite 280
St. Paul, Minnesota 55101-2198
(651) 539-1500

NEBRASKA

Department of Banking and Finance
Commerce Court
1230 “O” Street, Suite 400
PO Box 95006
Lincoln, NE 68509-5006
(402) 471-3445

NEW YORK

NYS Department of Law
Investor Protection Bureau
Franchise Section
28 Liberty Street, 21st Floor
New York, NY 10005-1495
(212) 416-8236

NORTH DAKOTA

North Dakota Securities Department
600 East Boulevard Avenue
State Capitol - 5th Floor
Bismarck, North Dakota 58505-0510
(701) 328-4712

OREGON

Department of Consumer and Business Services
Division of Finance
Labor and Industries Building
Salem, Oregon 97310
(503) 378-4140

RHODE ISLAND

Director of Business Regulations
State of Rhode Island
John O. Pastore Complex
1511 Pontiac Avenue, Building 69-1
Cranston, RI 02910
(401) 277-3048

SOUTH DAKOTA

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

TEXAS

Secretary of State
Statutory Document Section
P.O. Box 12887
Austin, Texas 78711
(512) 475-1769

UTAH

Director, Division of Consumer Protection
Utah Department of Commerce
160 East 300 South
P.O. Box 146704
Salt Lake City, Utah 84114-6704
(801) 530-6601

VIRGINIA

State Corporation Commission
1300 East Main Street, Ninth Floor
Richmond, Virginia 23219
(804) 371-9051

WASHINGTON

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

WISCONSIN

Wisconsin Division of Securities
Department of Financial Institutions
P.O. Box 1768
Madison, Wisconsin 53701
(608) 266-8559

EXHIBIT G

AGENTS FOR SERVICE OF PROCESS

Agents for Service of Process

CALIFORNIA

Commissioner of Financial Protection and Innovation
California Department of Financial Protection and Innovation
320 West 4th Street, Suite 750
Los Angeles, California 90013

HAWAII

Hawaii Securities Commissioner
Department of Commerce and Consumer Affairs
Business Registration Division
335 Merchant Street, Room 203
Honolulu, Hawaii 96813

ILLINOIS

Attorney General of the State of Illinois
500 South Second Street
Springfield, Illinois 62706

INDIANA

Indiana Secretary of State
302 West Washington Street
Room E-111
Indianapolis, Indiana 46204

MARYLAND

Maryland Securities Commissioner
200 St. Paul Place
Baltimore, Maryland 21202-2020

MICHIGAN

Michigan Department of Commerce
Corporations and Securities Bureau
6546 Mercantile Way
Lansing, Michigan 48910

MINNESOTA

Minnesota Commissioner of Commerce
Department of Commerce
85 7th Place, Suite 280
St. Paul, Minnesota 55101

NEW YORK

Secretary of State of New York
New York Department of State
One Commerce Plaza,
99 Washington Avenue, 6th Floor
Albany, NY 12231-0001

NORTH DAKOTA

North Dakota Securities Commissioner
600 East Boulevard Avenue
State Capitol - 5th Floor
Bismarck, North Dakota 58505-0510

OREGON

Director
Department of Insurance and Finance
700 Summer Street, N.E.
Suite 120
Salem, Oregon 97310

RHODE ISLAND

Director of Department of Business Regulation
Department of Business Regulation
Securities Division
John O. Pastore Complex
1511 Pontiac Avenue, Building 69-1
Cranston, RI 02910

SOUTH DAKOTA

Director of the Division of Insurance
Department of Labor and Regulation
Division of Insurance
124 S Euclid, Suite 104
Pierre, South Dakota 57501

VIRGINIA

Clerk of the State Corporation Commission
1300 East Main Street
Richmond, Virginia 23219

WASHINGTON

Director of the Securities Division
Department of Financial Institutions
State of Washington
150 Israel Road
Tumwater, Washington 98501

WISCONSIN

Wisconsin Commissioner of Securities
201 W. Washington Avenue, Suite 300
Madison, Wisconsin 53703

EXHIBIT H

STATE ADDENDA TO DISCLOSURE DOCUMENT

ADDENDUM TO DISCLOSURE DOCUMENT
FOR
CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, AND WISCONSIN

The following provision applies only to franchisees and franchised Stores that are subject to the state franchise disclosure laws in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and/or Wisconsin:

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

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the California Franchise Investment Law, California Corporations Code §§ 31000 through 31516, and the California Franchise Relations Act, California Business and Professions Code §§ 20000 through 20043, the Disclosure Document for Jamba Juice Franchisor SPV LLC in connection with the offer and sale of franchises for use in the State of California is amended to including the following:

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. California Business and Professions Code §§ 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

2. The Franchise Agreement contains provisions requiring application of the laws of Georgia. These provisions may not be enforceable under California law.

3. The Franchise Agreement requires binding arbitration. The arbitration will occur at the offices of our principal place of business (currently Atlanta, Georgia) or another suitable location chosen by us in the city where our headquarters is located, with the prevailing party's costs and expenses to be borne by the other party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

4. The Franchise Agreement contains a covenant not to compete that extends beyond the termination of the franchise. This provision many not be enforceable under California law.

5. The Franchise Agreement contains a liquidated damage clause. Under California Civil Code Section 1671, certain liquidated damage clauses are unenforceable.

6. Neither we nor any person in Item 2 of the Disclosure Document is subject to any currently-effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a *et seq*., suspending or expelling us or that person from membership in these associations or exchanges.

7. Section 31125 of the California Corporations Code requires us to give you a Disclosure Document in a form and containing all information as the Commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

8. You must sign a general release when you sign your franchise agreement or if you renew or transfer your franchise or sign a superseding agreement. California Corporations Code § 31512 voids a waiver of your rights under the Franchise Investment Law (*see* California Corporations Code §§ 31000 through 31516). California Business and Professions Code § 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code §§ 2000 through 20043).

9. The California franchise investment law requires that we deliver a copy of all proposed agreements related to the sale of the franchise, together with the Disclosure Document.

10. Regarding our website, www.jamba.com, please note the following:

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

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

12. **ITEM 19 FINANCIAL PERFORMANCE REPRESENTATIONS**

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

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

1. THESE FRANCHISES WILL BE, OR HAVE BEEN, FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION, OR ENDORSEMENT BY THE HAWAII SECURITIES COMMISSIONER, OR A FINDING BY THE HAWAII SECURITIES COMMISSIONER, THAT THE INFORMATION PROVIDED IN THIS DISCLOSURE DOCUMENT IS TRUE, COMPLETE, AND NOT MISLEADING.

2. THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN HAWAII WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST 7 DAYS BEFORE THE SIGNING BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS BEFORE THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATED TO THE SALE OF THE FRANCHISE.

3. THIS DISCLOSURE DOCUMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. YOU SHOULD REFER TO THE FRANCHISE AGREEMENT ITSELF FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS, AND OBLIGATIONS OF BOTH YOU AND THE FRANCHISOR.

4. In recognition of the requirements of the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§ 428E *et seq*., the Franchise Disclosure Document for Jamba Juice Franchisor SPV LLC for use in the State of Hawaii is amended by adding the following language to Item 20:

> As of the dates listed on the State Effective Dates page, this registration/exemption is or will be effective in California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin, and exempt from registration in Florida, Kentucky, Nebraska, Texas, and Utah. No states have refused, by order or otherwise, to register these franchises. No states have revoked or suspended the right to offer these franchises. The proposed registration of these franchises has not been involuntarily withdrawn in any state.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, Ill. Comp. Stat. §§ 705/1 through 705/44, the Disclosure Document for Jamba Juice Franchisor SPV LLC for use in the State of Illinois is amended to include the following:

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

1. Notice Required By Law:

   THE TERMS AND CONDITIONS UNDER WHICH WE MAY TERMINATE YOUR FRANCHISE AND YOUR RIGHTS ON NON-RENEWAL MAY BE AFFECTED BY ILLINOIS LAW, 815 ILCS §§ 705/19 AND 705/20.

2. The provisions of the Franchise Agreement, and all other agreements concerning governing law, jurisdiction, and choice-of-law, will not constitute a waiver of any right conferred on you by the Illinois Franchise Disclosure Act. Illinois law will govern the Franchise Agreement with respect to franchisees under the jurisdiction of the Illinois Franchise Disclosure Act. Consistent with the foregoing, any provision in the Franchise Agreement that designates jurisdiction and venue in a forum outside of Illinois is void with respect to any cause of action that is otherwise enforceable in Illinois.

3. 815 ILCS § 705/41 (Illinois Franchise Disclosure Act) states that “any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of this Act or any other law of this State is void.”

4. Section 21.1 (Your Acknowledgements) is deleted from all Illinois Franchise Agreements.

INDIANA ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Indiana Franchise Disclosure Law, Indiana Code §§ 23-2-2.5-1 through 23-2-2.5-51, and the Indiana Deceptive Franchise Practices Act, Indiana Code §§ 23-2-2.7-1 through 23-2-2.7-10, the Disclosure Document for Jamba Juice Franchisor SPV LLC for use in the State of Indiana is amended as follows:

1. The laws of the State of Indiana supersede any provisions of the Franchise Agreement and any the other agreements, or Georgia law, if these provisions are in conflict with Indiana law.

2. No release language stated in the Franchise Agreement relieves us or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Indiana.

3. Notwithstanding the terms of Item 12 of the Disclosure Document and Section 4 (Reserved Rights) of the Franchise Agreement (as applicable), we will not compete unfairly with you within a reasonable area.

4. Notwithstanding the terms of Section 13.1 (Indemnification) of the Franchise Agreement, you will not be required to indemnify the Affiliated Parties for any liability caused by your proper reliance on or use of procedures or materials provided by us or caused by our negligence.

5. Section 15.4.B. (Restrictive Covenants: Post Term) of the Franchise Agreement is revised to limit the geographical extent of the post-term covenant not to compete to an area of reasonable size, for all franchises sold in the State of Indiana.

6. The prohibition by Indiana Code § 23-2-2.7-1(7) against unilateral termination of the franchise without good cause or in bad faith, good cause being defined therein as ". . . a material breach of the franchise agreement . . . ," supersede any contrary provisions contained in Section 17 (Default and Termination) of the Franchise Agreement in the State of Indiana.

7. The provisions of the Franchise Agreement relieving both parties from liability for punitive damages will not apply to franchises offered and sold in the State of Indiana.

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Maryland Franchise Registration and Disclosure Law, the Disclosure Document for Jamba Juice Franchisor SPV LLC for use in the State of Maryland is amended as follows:

ITEM 17 RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION:

1. No release language required on renewal, transfer, or signing the Franchise Agreement will relieve us or any other person, directly or indirectly, from liability imposed by the Maryland Franchise Registration and Disclosure Law.

2. No provision of the Disclosure Document or Franchise Agreement will be construed as a release, estoppel, or waiver by you of any liability we incur under the Maryland Franchise Registration and Disclosure Law.

3. Item 17.v. of this Disclosure Document is modified as follows:

> You can enter into litigation with us in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law, as long as the nature of the litigation is not the type of dispute, controversy, claim, action or proceeding which would be subject to arbitration under the Franchise Agreement.

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

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Minnesota Franchises Law, Minn. Stat. §§ 80C.01 through 80C.22, and of the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce, Minn. Rules §§ 2860.0100 through 2860.9930, the Disclosure Document for Jamba Juice Franchisor SPV LLC for the offer of franchises for use in the State of Minnesota is amended to include the following:

1. Item 6, "Other Fees," shall be amended as follows:

> We may be limited in the amount of the Insufficient Funds Fee we may charge you as described in Item 6 of this Disclosure Document. The Minnesota Department of Commerce requires us to disclose to you that, currently, the highest such fee permitted under Minnesota Statute 604.113 is $30.

2. Item 13, "Trademarks," is amended by the addition of the following paragraph immediately:

> The Minnesota Department of Commerce requires us to indemnify Minnesota franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of our trademark infringes on trademark rights of the third party. We do not indemnify against the consequences of a franchisee's use of our trademark except in accordance with the requirements of the Franchise Agreement; and, as a condition to indemnification, you must: (i) provide prompt notice to us of any such claim; (ii) tender the defense of the claim to us; and (iii) cooperate with us in the defense against the claim. If we accept the tender of defense, we have 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.

3. Item 17, "Renewal, Termination, Transfer and Dispute Resolution," is amended by the addition of the following paragraph at the end of the Item:

> Pursuant to Minn. Rule 2860.4400D, any general release of claims a transferor may have against us or our directors, officers, shareholders, and employees, including without limitation claims arising under federal, state, and local laws, rules, and ordinances, excludes claims the transferor may have under the Minnesota Franchises Law or the Rules and Regulations promulgated thereunder by the Minnesota Commissioner of Commerce.

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

5. Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring that litigation be conducted outside Minnesota. In addition, nothing in the Disclosure Document or Franchise Agreement abrogate or reduce any of your rights provided for in Minnesota

statutes Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

6. The Franchise Agreement contains provisions that may be interpreted as liquidated damages clauses under Minnesota law. Certain liquidated damages clauses are unenforceable.

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the General Business Law of the State of New York, Article 33, §§ 680 through 695, the Disclosure Document for Jamba Juice Franchisor SPV LLC for use in the State of New York is amended as follows:

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

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 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 the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer"**:

> However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

4. The following language replaces the "Summary" section of Item 17(d), titled **"Termination by franchisee"**:

> You may terminate the Franchise Agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum"**, and Item 17(w), titled "**Choice of law"**:

> The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business Law of State of New York.

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the North Dakota Franchise Investment Law, N.D. Cent. Code §§ 51-19-01 through 51-19-17, and the policies of the Office of State of North Dakota Securities Commission, the Disclosure Document for Jamba Juice Franchisor SPV LLC for use in the State of North Dakota is amended as follows:

1. A contractual requirement that you sign a general release will not apply to claims you may have under the North Dakota Franchise Investment Law.

2. Covenants not to compete such as those contained in the Franchise Agreement are generally considered unenforceable in the State of North Dakota.

3. The Franchise Agreement contains provisions that may be interpreted as liquidated damages clauses. Under the North Dakota Franchise Investment Law, certain liquidated damages clauses are unenforceable.

4. The Franchise Agreement requires you to waive your right to collect exemplary or punitive damages. This provision may not be enforceable under North Dakota law.

5. The Franchise Agreement requires that you consent to the jurisdiction of a court in Georgia. This provision may not be enforceable under North Dakota Law because North Dakota Law precludes you from consenting to jurisdiction of any court outside of North Dakota.

6. The provisions of the Franchise Agreement on governing law, jurisdiction, and choice of law will not be a waiver of any right conferred on you by the North Dakota Franchise Investment Law.

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Rhode Island Franchise Investment Act, §§ 19-28.1-1 through 19-28.1-34, the Disclosure Document for Jamba Juice Franchisor SPV LLC for use in the State of Rhode Island is amended as follows by adding the following language at the end of Item 17:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act, the Franchise Disclosure Document for Jamba Juice Franchisor SPV LLC for use in the Commonwealth of Virginia is amended as follows:

Additional Disclosure. The following statements are added to Item 17.h.

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

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Washington Franchise Investment Protection Act, Wash. Rev. Code §§ 19.100.010 through 19.100.940, the Disclosure Document for Jamba Juice Franchisor SPV LLC for use in the State of Washington is amended as follows:

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

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

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

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

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

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

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

8. On August 20, 2018, to resolve objections raised by the Washington Attorney General and without admitting any liability, our affiliate, JJ, voluntarily entered into an Assurance of Discontinuance ("**AOD**") with the State of Washington (No. 18-2-20764-9SEA), where JJ agreed to remove from future franchise agreements a provision which restricts a franchisee from soliciting and/or hiring JJ's or its affiliates' employees or the employees of JJ's other franchisees, which the Attorney General alleged violated Washington state and federal antitrust and unfair practices laws. Similar provisions have historically been found in franchise agreements across all industries. While JJ never enforced this provision against any franchisee, JJ agreed, as part of the AOD, not to enforce this provision in any existing franchise agreement and to notify its franchisees accordingly. The State of Washington did not assess any fines or other monetary penalties against JJ or its affiliates. We do not include such restrictive provisions in our agreements and are bound by the AOD to not enforce these clauses in any existing franchise agreements that were assigned to us.

9. Franchisees who receive financial incentives to refer franchise prospects to franchisors may be required to register as franchise brokers under the laws of Washington State.

10. **Use of Franchise Brokers.** The franchisor may use the services of franchise brokers to assist it in selling franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. Do not rely only on the information provided by a franchise broker about a franchise. Do your own investigation by contacting the franchisor's current and former franchisees to ask them about their experience with the franchisor.

EXHIBIT I

FRANCHISEE DISCLOSURE ACKNOWLEDGEMENT

FRANCHISEE DISCLOSURE ACKNOWLEDGEMENT

THIS ACKNOWLEDGEMENT SHALL NOT BE COMPLETED BY YOU, AND WILL NOT APPLY, IF THE OFFER OR SALE OF THE FRANCHISE IS SUBJECT TO THE STATE FRANCHISE DISCLOSURE LAWS IN THE STATES OF CALIFORNIA, HAWAII, ILLINOIS, INDIANA, MARYLAND, MICHIGAN, MINNESOTA, NEW YORK, NORTH DAKOTA, RHODE ISLAND, SOUTH DAKOTA, VIRGINIA, WASHINGTON, OR WISCONSIN.

IF THE FRANCHISE IS TO BE OPERATED IN, OR YOU ARE A RESIDENT OF, MARYLAND, DO NOT SIGN THE ACKNOWLEDGEMENT.

As you know, Jamba Juice Franchisor SPV LLC ("**we**") and the franchisee identified below ("**you**") are preparing to enter into a Jamba® Franchise Agreement (the "**Franchise Agreement**") for the operation of a Jamba® franchise. The purpose of this Acknowledgement is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **You cannot sign or date this Acknowledgement the same day as the Receipt for the Franchise Disclosure Document, but you must sign and date it the same day you sign the Franchise Agreement and pay your franchise fee.**

Please review each of the following statements carefully and initial by each providing your acknowledgement that the statement is accurate and true. **If you find that a statement is not accurate and true, please cease signing this Acknowledgement and related documents and immediately e-mail Tim Goodman, Senior Vice President of Franchise Administration, at tgoodman@focusbrands.com and provide an explanation of why you believe such statement is not accurate and true.**

_____ Initial 1. You have received and personally reviewed the Franchise Disclosure Document ("**Disclosure Document**") and the Franchise Agreement and each exhibit and schedule attached to them.

_____ Initial 2. You understand all the information contained in the Disclosure Document and the Franchise Agreement.

_____ Initial 3. You understand the success or failure of your franchise will depend in large part on your skills, abilities and efforts and those of the persons you employ, as well as many factors beyond your control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace.

_____ Initial 4. No employee or other person speaking on our behalf has made any statement or promise regarding the costs involved in operating a Jamba® franchise that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document.

_____ Initial 5. No employee or other person speaking on our behalf has made any statement or promise or agreement, other than those matters addressed in the Franchise Agreement, concerning advertising, marketing, media

support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Disclosure Document.

_____ Initial 6. No employee or other person speaking on our behalf has made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Jamba® franchise will generate, that is not contained in the Disclosure Document or that is contrary to, or different from, the information contained in the Disclosure Document.

_____ Initial 7. You understand that the Franchise Agreement contains the entire agreement between us and you concerning the franchise for the Jamba® franchise, meaning any prior oral or written statements not set out in the Franchise Agreement will not be binding.

YOU UNDERSTAND THAT YOUR ACKNOWLEDGEMENT OF THE STATEMENTS ABOVE ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS ACKNOWLEDGEMENT, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH STATEMENT CAREFULLY AND THAT EACH STATEMENT IS ACCURATE AND TRUTHFUL.

«Z1_First_Name» «Z1_Last_Name»
a «Z1_State_of_Formation» «Z1_Entity_Type»
By:_____
Name: «Signee_1_name»
Title: «Signee_1_title»
Date:_____

By: _____
Name: «Signee_2_name»
Title: «Signee_2_title»
Date: _____
By: _____
Name: «Signee_3_name»
Title: «Signee_3_title»
Date: _____
By: _____
Name: «Signee_4_name»
Title: «Signee_4_title»
Date: _____

By: _____
Name: «Signee_5_name»

Title: «Signee_5_title»
Date: _____
«Z5_First_Name» «Z5_Last_Name»
a «Z5_State_of_Formation» «Z5_Entity_Type»
By: _____
Name: _____
Title: _____
Date: _____

EXPLANATION OF ANY NEGATIVE RESPONSES [REFER TO QUESTION NUMBER AND USE ADDITIONAL PAPER IF NECESSARY]:

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Hawaii	
Illinois	
Indiana	
Maryland	
Michigan	March 23, 2023
Minnesota	
New York	
North Dakota	
Rhode Island	
South Dakota	
Virginia	
Washington	
Wisconsin	

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.

Your Copy – Retain for Your Records

ITEM 23 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 Jamba Juice Franchisor SPV LLC offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Iowa requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. New York requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. Michigan requires that we provide you with this Disclosure Document ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale.

If Jamba Juice Franchisor SPV LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state agency listed in Exhibit F.

The name, principal business address, and telephone number of each franchise seller offering the franchise is as follows: _____ 5620 Glenridge Drive NE, Atlanta, Georgia 30342 and its telephone number is (404) 255-3250.

Jamba Juice Franchisor SPV LLC, the seller of these franchises, authorizes the agencies shown on Exhibit G to receive service of process for it in certain states.

The issuance date of this Disclosure Document is March 23, 2023.

I, personally, and as a duly authorized officer of the prospective franchisee (if the franchisee is an Entity), hereby acknowledge receipt from Jamba Juice Franchisor SPV LLC of the Franchise Disclosure Document (to which this Receipt is attached) dated March 23, 2023.

This Disclosure Document included the following exhibits: A – Financial Statements; B – Franchise Agreement and Related Agreements; C – Other Agreements; D – Information on Franchisees; E- Information on Former Franchisees; F – State Administrators; G- Agents for Service of Process; H – State Addenda to Disclosure Document; and I – Franchisee Disclosure Acknowledgement.

Dated: _____

PROSPECTIVE FRANCHISEE:

If a corporation or LLC:

_____
(Name of corporation or LLC)

By: _____

Its: _____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Address of corporation, LLC, or individual(s): _____

_____

Jamba Copy – Return to Us

ITEM 23 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 Jamba Juice Franchisor SPV LLC offers you a franchise, we must provide this Disclosure Document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. Iowa requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or 14 calendar days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. New York requires that we provide you with this Disclosure Document at the earlier of the first personal meeting or ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale. Michigan requires that we provide you with this Disclosure Document ten business days before you sign a binding agreement with, or make payment to, us or one of our affiliates in connection with the proposed sale.

If Jamba Juice Franchisor SPV LLC does not deliver this Disclosure Document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and the applicable state agency listed in Exhibit F.

The name, principal business address, and telephone number of each franchise seller offering the franchise is as follows: _____ 5620 Glenridge Drive NE, Atlanta, Georgia 30342 and its telephone number is (404) 255-3250.

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The issuance date of this Disclosure Document is March 23, 2023.

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This Disclosure Document included the following exhibits: A – Financial Statements; B – Franchise Agreement and Related Agreements; C – Other Agreements; D – Information on Franchisees; E-Information on Former Franchisees; F – State Administrators; G - Agents for Service of Process; H – State Addenda to Disclosure Document; and I – Franchisee Disclosure Acknowledgement.

Dated: _____

PROSPECTIVE FRANCHISEE:

If a corporation or LLC:

_____
(Name of corporation or LLC)

By: _____

Its: _____
(Title)

_____
(Print Name)

If an individual:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

Address of corporation, LLC, or individual(s): _____

_____