FRANCHISE DISCLOSURE DOCUMENT

Bloomin Blinds Franchise Corp.
A Texas corporation
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214-995-1062
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www.bloominblinds.com

The franchised business sells, installs and repairs window blinds, shades and shutters, under the trade name "Bloomin' Blinds".

The total investment necessary to begin operation of a Bloomin' Blinds franchise with a base territory is $105,700 to $182,100. This includes $79,500 that must be paid to the franchisor or affiliate. The total investment necessary to begin operations with a base territory that has been supplemented with 1 to 9 additional territories is $155,700 to $697,100, which includes $119,500 to $359,500 that must be paid to the franchisor or its 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, please contact Kelsey Stuart at 5360 Legacy Dr., Suite 155, Plano, TX 75024 and 214-995-1062.

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

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

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

Issuance date: April 26, 2024~~.~~, as amended September 23, 2024.

Multi-Territory Discounts

Subject to market type, availability, and our discretion, at the time of signing your franchise agreement, you may request the right to purchase additional territories. Each territory of 40,000 Qualified Households added to your Base Territory is referred to as an "Additional Territory." Your Base Territory and Additional Territories are collectively referred to collectively as your "Territories" and, individually, as a "Territory." If you purchase multiple Territories, your initial franchise fee will be as follows:

Territories Purchased	Initial Franchise Fee	Total Initial Franchise Fees
1	$49,500	$49,500
2	$40,000	$89,500
3	$30,000	$119,500
4	$29,500	$149,000
5	$29,000	$178,000
6	$28,000	$206,000
7	$27,000	$233,000
8	$25,000	$258,000
9	$23,000	$281,000
10	$18,500	$299,500

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	5.5% of your total sales; after month 6, minimum of $500 per month for each territory	Monthly, on the last business day of the following month	See Notes 1, 2, 3, and ~~3~~4.
Brand Development Fund Contribution	You must contribute at least 2% of total sales or $300 per month (whichever is greater), for each territory.	Monthly, on the last business day of the following month	See Notes 1, 2, 3, and ~~3~~4.

Type of Fee	Amount	Due Date	Remarks
Market Cooperative Contribution	As determined by the cooperative. Currently, none.	Monthly, on the last business day of the following month	See Note 45. We have the right to establish local or regional advertising cooperatives. The maximum contribution that a co-op may require is 5% of total sales.
Software and Technology Fee	Currently, ~~$250~~485 per month per Territory (however, for purposes of the Software and Technology Fee only, any of your contiguous Territories are considered to be one Territory).	Monthly, on the last business day of the following month	See Note 4. We charge this fee for certain software and other technology products and services we provide. ~~The technology~~This fee will not necessarily be a pass-through of our exact costs. We may add, remove, or alter the software or technology products or services that we provide, and we may alter the amount of this fee on 30-days' notice.
Local Advertising Requirement	For each of your territories, you must spend at least the greater of: (i) 2% of total sales ~~or~~; (ii) $1,500 per month ~~(whichever is greater)~~; or (iii) $0.0375 per Qualified Household on marketing your business.	Per vendor	If you do not spend the required minimum, then we can require you to pay this shortfall to us. ~~The maximum contribution that a co-op may require is 5% of total sales.~~ We reserve the right to increase the minimum ~~to an amount greater than $1,500~~ upon notice to you.
Website Management and Maintenance	Currently, ~~$400~~150 per month, per website	Per vendor	This amount does not count towards your local advertising requirement.
Replacement / Additional Training Fee	Currently, $0 per person	Prior to attending training	If you send a manager or other employee to our training program after you open, we reserve the right to charge our then-current training fee; however, you are still responsible for any other costs associated with the person attending the training (for example, travel and transportation costs and salary for your personnel).

Type of Fee	Amount	Due Date	Remarks
Vendors	Pass-through of costs, plus reasonable administrative charge. Currently, none.	Varies	We have the right to require franchisees to use third-party vendors and suppliers that we designate. Examples can include computer support vendors, mystery shopping, and customer feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together with a reasonable markup or charge for administering the payment program.
~~Software subscription~~	~~Currently, $435 per month for the first user plus an additional $20-$50 per month for each additional user~~	~~Monthly~~	~~We require you to use certain software.~~
Customer Service Support Fee	Currently, the greater of (i) $400 per month, and (ii) 2% of total sales	Monthly, on the last business day of the following month	See Note 4. This fee pays for our Customer Service Center, which provides services for handling communications with potential and existing customers.
Non-compliance fee	$500 per instance	On demand	We may charge you $500 for any aspect of your business which is not in compliance with our system specifications or the franchise agreement and you fail to correct the non-compliance after 30 days' notice. Thereafter, we may charge you $250 per week until you correct such non-compliance.
Reimbursement	Amount that we spend on your behalf, plus 10%	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us.

Type of Fee	Amount	Due Date	Remarks
Special support fee	Our then-current fee, plus our expenses. Currently, $500 per day.	On demand	If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).
Customer complaint resolution	$100 plus our expenses	On demand	We may take any action we deem appropriate to resolve a customer complaint about your business. If we respond to a customer complaint, we may require you to reimburse us for our expenses and to pay this fee.
Audit costs	Our actual cost	On demand	Payable only if (1) we audit you because you have failed to submit required reports or other non-compliance, or (2) the audit concludes that you under-reported total sales by more than 3% for any month.
Inspection Fee	Currently $600, plus our out-of-pocket costs	On demand	Payable only if we conduct an inspect of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification.
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee.
Transfer fee	$10,000 per Territory, plus any broker fees and other out-of-pocket costs we incur.	$1,500 when you notify us of your intent to transfer or sell your business; the balance due at the closing of the transaction	Payable if you desire to transfer or sell your business. <u>If the transfer is a permitted transfer to a corporation or limited liability company formed for the convenience of ownership, the transfer fee is only $500.</u>

Notes

1. "Total Sales" is defined in our franchise agreement as the total dollar amount of all sales generated through your business for a given period, including, but not limited to, payment for any services or products sold by you, whether for cash or credit. Total Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected, (iii) sale of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Total Sales).

2. You must accurately and immediately record all transactions in your point-of-sale system software. If you fail to timely and accurately record or report your Total Sales, we will withdraw estimated royalty fees and brand development fund contributions based on 125% of the most recent Total Sales you reported. We will true-up the actual fees after you report Total Sales.

3. We can require you to pay royalty fees, brand development fund contributions, and other amounts due to us by pre-authorized bank draft, and we can require an alternative payment method. If we permit you to pay by credit card or any other method which causes us to incur a processing fee, you will be responsible for the amount of the processing fee.

44. We currently require you to report Total Sales and pay Royalty Fees and certain other fees monthly. However, we retain the right to change the reporting and payment period to daily, weekly, bi-weekly, or other reasonable period that we determine.

5. There is currently one franchisor-owned outlet. We reserve the right to operate additional franchise units at our discretion. Regarding the voting power of cooperatives, a franchisor-owned outlet will have the same voting power of all other franchisees in the cooperative.

Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Base Territory Only:

Type of expenditure (Note 1)	Amount	Method of payment	When due	To whom payment is to be made
Initial franchise fee (note 1)	$49,500 - $49,500	Cashier's check or electronic payment	Upon signing the franchise agreement	Us
Start-Up Fee	$30,000 - $30,000	Cashier's check or electronic payment	Upon singing the franchise agreement	Us

Notes

1. If you lease a location, then your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider. None of the other expenditures in this table will be refundable. Neither we nor any affiliate finances any part of your initial investment.

2. We expect you to open as a home-based business, so our low-end estimate is $0. The high-end estimate assumes that you elect to get empty commercial space and outfitting a warehouse with small office.

3. The low-end estimated cost of insurance assumes a minimum monthly payment of $300, and only one month's payment required before you open for business. The high-end estimate assumes you pay an entire year of insurance costs before opening. You will typically have the choice to make payments monthly, quarterly, or annually.

4. You must use a white van for your business. Unless you obtain our prior approval, we require that you use one of the following models: any Sprinter model, Ford Transit, or Dodge Ram Pro Master. Your vehicle must be in excellent (or better) condition, clean, dent-free, and otherwise presenting a professional appearance. You must use the Bloomin Blinds van only for business purposes. The low-end estimate assumes you finance a suitable vehicle with signage, that you do not have to make a down payment, and do not have to make your first monthly payment for 60 days after acquiring the vehicle. The high-end estimate assumes you purchase a suitable use vehicle. If you purchase a new van, the cost could be up to $~~50~~55,000.

5. We will provide you with your initial inventory package used in selling and installing the blinds and materials in customers' buildings and homes as part of the Start Up Fee. After you open, you will purchase inventory directly from the vendors. The initial package is designed to give you a broad working inventory and will be sufficient in most territories for some period of time to cover one operational van. Depending on the region and the variations of products installed in your area, there may be more inventory that needs to be ordered above and beyond what is provided by us. We do not anticipate that you will need additional vans during your introductory period; however, if you do elect to utilize additional vans, you will likely need to purchase additional supplies.

6. We will pay for your hotel stay during the initial training program as part of the Start Up Fee, as well as transportation between your hotel and our offices. Other travel expenses are your responsibility.

7. You must purchase a subscription which offers consumer finance programs to customers.

8. This includes any other required expenses you will incur before operations begin and during the initial period of operations, such as payroll, additional inventory, and other operating expenses in excess of income generated by the business. It does not include any salary or compensation for you. In formulating the amount required for additional funds, we relied on the

of at least $25,000. Your insurance policies (other than Workers' Compensation coverage) must list us and our affiliates as an additional insured, must include a waiver of subrogation in favor of us and our affiliates, must be primary and non-contributing with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days' prior written notice of cancellation.

D. Computer software and hardware. You must purchase and use the computer software and hardware that we specify. See Item 11 for more details.

E. Clothing, print, and promotional materials. You must purchase your business cards, print marketing, uniforms, and clothing items from our required vendor.

F. Customer Service Center. Through our Customer Service Center, we will handle certain communications with potential new customers and with existing customers, such as receiving inbound phone or website inquiries, providing cost estimates, assisting customers in signing up for service, following up on new customer inquiries, and receiving complaints.

G. Bookkeeping Services, Merchant Services, Quickbooks Software. You must utilize bookkeeping services through our required ~~vendor, which is currently Out of the Box Technologies; their current fees are $370 per month for the bookkeeping services, which includes a subscription~~vendors and to utilize Quickbooks~~. Quickbooks~~ bookkeeping software. You must also use our required vendors for merchant services~~ is also our only currently approved vendor for merchant services (credit card processing).~~.

H. Consumer Finance Subscription. ~~You must~~We may require you to purchase a subscription with our required vendor for consumer finance programs. The current initial fee for that subscription is $1,600, and the annual renewal costs are $1,000.

Us or our Affiliates as Supplier

Except for the items included in the start-up fee, neither we nor any affiliate is currently a supplier of any good or service that you must purchase, although we reserve to the right to be a supplier (or the sole supplier) of a good or service in the future.

Ownership of Suppliers

None of our officers owns an interest in any supplier to our franchisees.

Alternative Suppliers

If you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing. We will grant or revoke approvals of suppliers based on criteria appropriate to the situation, which may include evaluations of the supplier's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and we grant approval. There is no fee for us to review or approve an alternate supplier. We will provide you with written notification of the approval or disapproval of any supplier you propose

A. *Your site.* We do not assist you in (i) selecting or locating your site and negotiating the purchase or lease of the site, (ii) conforming the premises to local ordinances and building codes and obtaining any required permits, or (iii) constructing, remodeling, or decorating the premises. We do not select your site. Your site must be located in your territory.

B. *Hiring and training employees.* All hiring decisions and conditions of employment are your sole responsibility. (Section 7.5).

C. *Necessary equipment, signs, fixtures, opening inventory, and supplies.* We will provide you a list of our specifications and approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open your business. (Section 5.4) ~~We~~Except for the items covered by the Start Up Expense, Fee, we do not provide these items directly; we only provide the names of approved suppliers. We do not deliver or install these items.

D. *Franchise Operations Manual.* We will give you access to our Franchise Operations Manual in such format as we deem appropriate (Section 5.1).

E. *Initial Training Program.* We will conduct our initial training program. (Section 5.2). The current initial training program is described below.

F. *Business plan review.* If you request, we will review your pre-opening business plan and financial projections. (Section 5.2).

G. *Market introduction plan.* We will advise you regarding the planning and execution of your market introduction plan. (Section 5.2).

H. *Start Up Expense items.* As part of the Start Up Fee, we will provide you with the items covered by the fee, including covering hotel costs during your initial training; an initial inventory of parts, valued at approximately $3,500; a laser measuring device and certain tools; a tablet with cellular capabilities, along with case and bag; vehicle wrap (up to $1,700 plus tax); business cards; certain uniform items, and some promotional materials. (Section 5.2).

Length of Time to Open

The typical length of time between signing the franchise agreement and the opening of your business is 45 to 90 days. Factors that may affect the time period include your ability to obtain financing, obtain business permits and licenses, schedule initial training, and hire employees.

Our Post-Opening Obligations

After you open your business:

A. *Developing products or services you will offer to your customers.* Although it is our intent to refine and develop products or services that you will offer to your customers, the franchise agreement does not obligate us to do so.

B. *Hiring and training employees*. All hiring decisions and conditions of employment are your sole responsibility. (Section 7.5). At your request, we will train additional employees through the entire course of instruction. We reserve the right to charge a fee for these services; however, regardless of whether we charge a fee, you are responsible for all other costs (such as travel and transportation costs, meals, and salary of such persons you send to such training). The employee will join a regularly-scheduled training cycle as allowed by class capacity.

C. *Improving and developing your business; resolving operating problems you encounter.* If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable. If we provide in-person support in response to your request, we may charge a fee (currently $500 per day) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Section 5.3).

D. *Establishing prices*. Upon your request, we will provide recommended prices for products and services. (Section 5.3).

E. *Establishing and using administrative, bookkeeping, accounting, and inventory control procedures.* To the extent we determine, we will provide you our recommended procedures for administration, bookkeeping, accounting, and inventory control. (Section 5.3). We may make any such procedures part of required (and not merely recommended) procedures for our system.

F. *Brand Development Fund.* We will administer the Brand Development Fund. (Section 5.3).

G. *Website*. We will maintain a website for the Bloomin' Blinds brand, which will include your business information and telephone number. (Section 5.3).

H. *Customer service support.* We will provide services for handling communications with potential new customers and with existing customers, such as receiving inbound phone or website inquiries, providing cost estimates, assisting customers in signing up for service, following up on new customer inquiries, and receiving complaints. (Section 5.3).

~~G.~~ I. *Software and Technology Fee items.* We will provide certain software and other technology products and services covered by the Software and Technology Fee. Currently, the ~~Technology Fee~~fee covers ~~UX development for the website, intranet software, and custom development of~~ our ~~Dispatch~~proprietary BloomScale and ~~Solatech~~Transitiv software. However, we may add, remove, or alter the software or technology products or services that are covered by ~~the Technology Fee~~this fee.

Advertising

Our obligation. We will administer the Brand Development Fund. We will use this fund only for marketing and related purposes and costs. Media coverage is primarily national. We will use outside vendors and consultants to produce advertising. We are not required to spend any amount of advertising in the area or territory where any particular franchisee is located. We will

If less than all of the funds are spent in the fiscal year in which they accrue, the money will remain in the Brand Development Fund to be spent in the next year. No money from the Brand Development Fund is spent principally to solicit new franchise sales.

We will prepare an unaudited annual financial statement of the Brand Development Fund within 120 days of the close of our fiscal year and will provide the financial statement to you upon reasonable written request. (Section 9.5).

Required spending. Each month and for each of your territories, you must spend on marketing your business at least the greater of: (i) 2% of the previous month's total sales ~~on marketing your business (and not less than~~; (ii) $1,500, or (iii) $0.0375 per ~~month).~~Qualified Household in the territory . However, we receive the right to increase the minimum ~~to an amount greater than $1,500 for each territory~~ upon notice to you. If you fail to meet the minimum spending requirements so, we can (among other remedies) require that you pay this amount to us.

Computer Systems

Our current requirements are that you will need at least one iPad Pro tablet with typical office software such as word processing, email, and anti-virus, as well as a smartphone. As part of the Start-Up Fee (see Item 5), we will provide you with one iPad Pro tablet.

You need to have an additional 12-13" tablet for each user in the field, and you may also want a laptop or desktop computer. We do not require you to have more than one user per territory during your first year of operations.

We require you to use our designated cloud-based software system which provides functions such as dispatching, scheduling, job management, Customer Relationship Management (CRM), invoicing, and reporting and analysis. ~~This system~~We also require you to utilize our proprietary BloomScale and Transavit software covered by the Software and Technology Fee. The computer systems will generate or store data about jobs, pricing, customers, and other aspects of your business. ~~The system currently costs $300 per month which covers two users for the Dispatch portion of the software, and one user for the Solatech portion of the software. There is an additional charge of $20 per month per user for the Solatech portion of the software. For the Dispatch portion of the software, there is an additional charge of $30 for the 3rd user or an additional charge of $54 if you have 4 or more users~~.

We also require you to use our designated accounting and storage software (currently Quickbooks and Google Drive, respectively).

~~We~~Not including the Software and Technology Fee, we estimate that your computer and software systems will cost between $355-$414 per month (the cost of our business management software plus Google Drive) to acquire via subscription.

We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates~~.~~; however, we intend to provide ongoing maintenance, repairs, upgrades, or updates in relation to our BloomScale and Transavit software. We do not require you enter into any such contract with a third party (other than monthly subscriptions for business management software, Quickbooks

(which may come through Out of the Box), and Google Drive). You must upgrade or update any system when we determine. There is no contractual limit on the frequency or cost of this obligation. We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be ~~$4,0206~~,000 to ~~$5~~7,000.

You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, and reports. There is no contractual limitation on our right to access the information.

Franchise Operations Manual

See Exhibit F for the table of contents of our Franchise Operations Manual (the "Manual") as of the date of this Disclosure Document. The total number of pages in the Manual is 286.

Training Program

Our initial training program consists of the two parts: a two-week Pre-Opening program and a three-day Post-Opening program which consist of the following:

TRAINING PROGRAM—PRE-OPENING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
WEEK 1			
Day 1 – Exposure	9		~~Plano~~Lewisville, Texas
Day 2 – Horizontals 1	9		~~Plano~~Lewisville, Texas
Day 3 – Horizontals 2	9		~~Plano~~Lewisville, Texas
Day 4 – Exterior/Romans	9		~~Plano~~Lewisville, Texas
Day 5 – Software, Verticals	9		~~Plano~~Lewisville, Texas
WEEK 2			
Day 1 – Cellular Shields	9		~~Plano~~Lewisville, Texas

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Day 2 – Shutters	9		~~Plano~~Lewisville, Texas
Day 3 – Roller Shades	9		~~Plano~~Lewisville, Texas
Day 4 – Measuring/Practical	9		~~Plano~~Lewisville, Texas
Day 5 – Motorization Training	9		~~Plano~~Lewisville, Texas
TOTAL	90		

TRAINING PROGRAM—POST-OPENING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
Part A: Core Brand Standards -Introduction and Welcome -Advertising, Sales, and Marketing -Finance, Accounting, and Reporting -Legal, Insurance, and Risk -Certification, Licensing, and Regulatory -Technology and Systems -Vendors and Suppliers -Assessment and Compliance	8		Lewisville, Texas
Part B: Operations -System Standards -Services, Products, and Sales -Customer Service -Equipment and Vehicles -Installation, Repair, and Maintenance -Health and Safety -Office Operations -Management	8		Lewisville, Texas
Part C: Staffing	6		Lewisville, Texas

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
TOTAL	90		

Currently, we anticipate holding training classes once per month~~.~~ for the Pre-Opening Program and once per quarter for the Post-Opening Program. The Pre-Opening Program must be completed prior to the opening of your business, and the Post-Opening Program must be completed no later than three months following the opening of your business.

Training will be held at our offices and business location in ~~Plano~~Lewisville, Texas. We reserve the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the initial training program.

The instructional materials consist of the Manual and other materials, lectures, discussions, and on-the-job demonstration and practice.

Training classes will be led or supervised by Martha Geddie. Her experience is described in Item 2. She has approximately 1 year of experience in our industry and 1 year of experience with us or our affiliates.

There is no fee for up to two people to attend the initial training. You must pay the travel and living expenses of people attending training. We will provide training only to people who will be engaged full time with your business.

You must attend training (however, as set forth in Item 15, we may permit you to not attend this initial training if you have a general manager). You may send any additional people to training that you want (up to the maximum described above). You must complete training to our satisfaction before opening your business.

Your business must at all times be under your on-site supervision or under the on-site supervision of a general manager who we approve and who has completed our training program. See Item 15 for more details. If you need to send a new general manager or other person to our training program, we reserve the right to charge a fee, and you are responsible for all other costs (including travel and transportation costs, and meals and salary for your personnel).

We do not currently require additional training programs or refresher courses, but we have the right to do so.

Item 12
TERRITORY

Your Location

We anticipate that you will manage your business from your home or from a small office setting. Your primary office must be located in your territory, unless we approve otherwise.

Item 17
RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section in franchise or other agreement	Summary
a. Length of the franchise term	§ 3.1	7 years from date of franchise agreement.
b. Renewal or extension of the term	§ 3.2	You may obtain a successor franchise agreement for ~~an unlimited number of~~three 5-year terms.

and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

"Data Security Event" means any act, both actual or suspected, that initiates either internally or from outside the Business' computers, point-of-sale terminals, and other technology or networked environment and violates any laws or explicit or implied security policies, including attempts (either failed or successful) to gain unauthorized access (or to exceed authorized access) to the System, other Bloomin Blinds businesses, or their data or to view, copy, or use Privacy Information or Confidential Information without authorization or in excess of authorization; unwanted disruption or denial or service; unauthorized use of a system for processing or storage of data; and changes to system hardware, firmware, or software characteristics without BBF's knowledge, instruction, or consent.

"Digital Marketing" means 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, search engine optimization campaigns, or other means of digital advertising on the Internet or any other means of digital or electronic communications that are intended to promote Bloomin Blinds and/or the Business.

"**Input**" means any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Business.

"**Location**" means the location stated on the Summary Page.

"**Losses**" includes (but is not limited to) all losses; damages; fines; charges; expenses; lost profits; reasonable attorneys' fees; travel expenses, expert witness fees; court costs; settlement amounts; judgments; loss of BBF's reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

"**Manual**" means BBF's confidential Franchise Operations Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

"**Marks**" means the trade name and logo contained on the Summary Page, and all other trade names, trademarks, service marks and logos specified by BBF from time to time for use in a Bloomin' Blinds business.

"**Owner**" means each person or entity which directly or indirectly owns or controls any equity of Franchisee. If Franchisee is an individual person, then "Owner" means Franchisee.

"**Payment Period**" means the period of days based on which Franchisee reports Total Sales and pays Royalty Fees and Brand Fund Contributions. As of the date of this Agreement, the Payment

Period is the calendar month. BBF retains the right to alter the Payment Period pursuant to Section 4.10(i).

"**Privacy Information**" means all information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Privacy Information includes but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household: identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license or state identification card number, passport number, signature, physical characteristics or description, telephone number, insurance policy number, bank account number, credit card number, debit card number or any other financial information, medical information or health insurance information; characteristics of protected classifications under state or federal law; commercial information, including records of personal property, products or services purchased, obtained or considered, or other purchasing or consuming histories or tendencies; biometric information; Internet or other electronic network activity information including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an internet website, application, or advertisement; geolocation data; audio or electronic information; professional or employment-related information; education information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99); and inferences drawn from any of the information identified in this subsection to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities and aptitudes. Privacy Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"**Required Vendor**" means a supplier, vendor, or distributor of Inputs which BBF requires franchisees to use.

"**System Standards**" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by BBF, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, data protection and privacy, design, environmental protection and sustainability, equipment, inventory, maintenance, marketing and public relations, search engine optimization, minimum numbers and types of personnel, operating days, operating hours, presentation of Marks, product and service offerings, quality of products and services (including any guaranty and warranty programs), refund and replacement policies, reporting, safety procedures, security systems, Technology, temporary operational changes due to special circumstances (such as a pandemic), uniforms, and vehicles.

"**Technology**" means point-of-sale systems, back-office systems, information management systems, customer-facing software, and other software; computers, computer peripheral equipment, cash registers, smartphones, tablets, and similar equipment; communications systems (including email, audio, and video systems); backup and archiving systems; payment acceptance systems (including credit and debit card systems, check verification services, and other payment

Agreement, unilaterally reduce or otherwise alter the Territory and/or eliminate the exclusivity of Franchisee's rights in the Territory.

2.3 Franchisee Control. Franchisee represents that Attachment 1 (i) identifies each owner, officer and director of Franchisee, and (ii) describes the nature and extent of each owner's interest in Franchisee. If any information on Attachment 1 changes (which is not a Transfer), Franchisee shall notify BBF within 10 days.

2.4 Principal Executive. Franchisee agrees that the person designated as the "Principal Executive" on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of Franchisee. BBF is entitled to rely on any communication, decision, or act by the Principal Executive as being the communication, decision, or act of Franchisee. The Principal Executive must have at least 30% ownership interest in Franchisee. The Principal Executive must participate in the direct operation of the Business and must devote full time and attention to the Business. If the Principal Executive dies, becomes incapacitated, transfers his/her interest in Franchisee, or otherwise ceases to be the executive primarily responsible for the Business, Franchisee shall promptly designate a new Principal Executive, subject to BBF's reasonable approval.

2.5 Guaranty. If Franchisee is an entity, then Franchisee shall have each Owner sign a personal guaranty of Franchisee's obligations to BBF, in the form of Attachment 2.

2.6 No Conflict. Franchisee represents to BBF that Franchisee and each of its Owners (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement, (ii) are not a direct or indirect owner of any Competitor, and (iii) are not listed or "blocked" in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order.

ARTICLE 3. TERM

3.1 Term. This Agreement commences on the Effective Date and continues for 7 years.

3.2 Successor Agreement. When the term of this Agreement expires, Franchisee may enter into a successor agreement for up ~~an unlimited number of~~to three additional periods of five years each, subject to the following conditions prior to each renewal:

(i) Franchisee notifies BBF of the election to renew between 120 and 180 days prior to the end of the term;

(ii) BBF is still in the business of selling (or renewing) Blooming Blinds franchises in the United States (and if Franchisee cannot renew on this basis, then Franchisee will automatically be released from all covenants against competition at the expiration of the term);

(iii) Franchisee (and its affiliates) have been in substantial compliance with this Agreement and all other agreements with BBF (or any of its affiliates) throughout the term of this Agreement and any other such agreement(s);

(b) Market Cooperative Contribution. If the Business participates in a Market Cooperative, then Franchisee shall contribute to the Market Cooperative a percentage of Total Sales (or other amount) determined by the Market Cooperative.

4.5 Replacement / Additional Training Fee. If Franchisee sends an employee to BBF's training program after opening, BBF may charge its then-current training fee. Currently, BBF's fee is $0; however, Franchisee is responsible for all other costs (including travel and transportation costs, meals, and salaries) of such persons Franchisee sends to training.

4.6 Non-Compliance Fee. BBF may charge Franchisee $500 for each instance of non-compliance with the System Standards or this Agreement (other than Franchisee's non-payment of a fee owed to BBF) which Franchisee fails to cure after 30 days' notice. Thereafter, BBF may charge Franchisee $250 per week until Franchisee ceases such non-compliance. This fee is a reasonable estimate of BBF's internal cost of personnel time attributable to addressing the non-compliance, and it is not a penalty or estimate of all damages arising from Franchisee's breach. The non-compliance fee is in addition to all of BBF's other rights and remedies (including default and termination under Section 14.2).

4.7 Reimbursement. BBF may (but is never obligated to) pay on Franchisee's behalf any amount that Franchisee owes to a supplier or other third party. If BBF does so or intends to do so, Franchisee shall pay such amount plus a 10% administrative charge to BBF within 15 days after invoice by BBF accompanied by reasonable documentation.

4.8 Customer Service Support Fee. BBF requires Franchisee to enter into a Customer Service Center Agreement with BBF. Franchisee shall timely pay all fees required by such Customer Service Center Agreement (the "Customer Service Support Fees").

4.9 Software and Technology Fee. For each of Franchisee's Territories, Franchisee shall pay BBF its then-current technology fee (the "Software and Technology Fee"). The Software and Technology Fee covers certain software and other technology-related services and products BBF provides. Our current Software and Technology Fee is ~~$250~~485 per Territory per month; however, for purposes of the Software and Technology Fee only, any of Franchisee's contiguous Territories are considered to be one Territory. We reserve the right to increase the Software and Technology Fee on 30 days' advance notice. The Software and Technology Fee shall be paid at the same time as the Royalty Fee.

4.10 Payment Terms.

(a) Method of Payment. Franchisee shall pay the Royalty Fee, Brand Development Fund Contribution, Customer Service Support Fees, Software and Technology Fee, and any other amounts owed to BBF by pre-authorized bank draft or in such other manner as BBF may require. Franchisee shall comply with BFF's payment instructions, including executing all documents reasonably required by BBF. If BBF permits Franchisee to pay by credit card or other method which causes BBF to incur a processing fee, Franchisee shall be responsible for the amount of the processing fee.

(b) Calculation of Fees. Franchisee shall accurately and immediately record all transactions in the point-of-sale system software that BBF requires. If Franchisee fails to timely

and accurately record or report its Total Sales to BBF by the 5th day of the following month, then BBF may withdraw estimated Royalty Fees and Brand Development Fund Contributions equal to 125% of the last Total Sales recorded in the point of sale system, and the parties will true-up the actual fees after Franchisee records Total Sales. Franchisee acknowledges that BBF has the right to remotely access Franchisee's point-of-sale system to calculate Total Sales.

(c) Late Fees and Interest. If Franchisee does not make a payment on time, Franchisee shall pay a $200 "late fee" plus interest on the unpaid amount at a rate equal to 1.5% per month (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law), compounding each monthly billing cycle.

(d) Insufficient Funds. BBF may charge $200 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law).

(e) Costs of Collection and Enforcement. Franchisee shall repay any costs incurred by BBF in attempting to collect payments owed by Franchisee or to enforce any other provision of this Agreement (including, without limitation, reasonable attorney fees).

(f) Application. BBF may apply any payment received from Franchisee to any obligation and in any order as BBF may determine, regardless of any designation by Franchisee.

(g) Obligations Independent; No Set-Off. The obligations of Franchisee to pay to BBF any fees or amounts described in this Agreement are not dependent on BBF's performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

(h) Taxes. Franchisee will be responsible for (and shall immediately remit to BBF upon demand) all sales taxes, use taxes, and other taxes imposed on the fees payable by Franchisee to BBF or its affiliates and on services or goods furnished to Franchisee by BBF or its affiliates, unless the tax is an income tax assessed on BBF or its affiliate for doing business in the state where the Business is located.

(i) Change of Payment Period. After at least 30 days prior notice to Franchisee, BBF may change the Payment Period to daily, weekly, bi-weekly, or other reasonable time period that BBF determines. The due date for sales reports and the due date for payments of the Royalty Fee and Brand Fund Contribution for each Payment Period will be a reasonable date or dates that BBF determines.

ARTICLE 5. ASSISTANCE

5.1 Manual. BBF shall make its Manual available to Franchisee in such format as BBF deems appropriate.

5.2 Pre-Opening Assistance.

(a) Pre-Opening Specifications and Vendors. To the extent not included in the Manual, BBF shall provide Franchisee with (i) applicable System Standards and other specifications as

(f) Customer Service Support. During the term of any Customer Service Center Agreement between BBF and Franchisee, BBF shall provide services for handling communications with potential new customers and with existing customers, such as receiving inbound phone or website inquiries, providing cost estimates, assisting customers in signing up for service, following up on new customer inquiries, and receiving complaints.

(e) Software and Technology Fee Items. BBF shall provide certain software and other technology products and services covered by the Software and Technology Fee. BBF may add, remove, or alter the software or technology products or services that are covered by the Software and Technology Fee.

ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

6.1 Location. Franchisee is solely responsible for selecting the Location. If the Location is not stated on the Summary Page, then Franchisee shall find a suitable Location that meets BBF's System Standards (if any) within the Territory (unless BBF, in its sole discretion, permits Franchisee to have its Location outside of the Territory).

6.2 Lease. In connection with any lease between Franchisee and the landlord of the Location: (i) if requested by BBF, Franchisee must submit the proposed lease to BBF for written approval, and (ii) the term of the lease (including renewal terms) must be for a period of not less than the term of this Agreement.

6.3 Development. If the Location will be open to the public or used for meeting customers or potential customers, then Franchisee shall construct (or remodel) and finish the Location in conformity with BBF's System Standards.

6.4 New Franchisee Training. Franchisee's Principal Executive must complete BBF's pre-opening initial training program for new franchisees prior to opening the Business. Franchisee's Principal Executive must complete BBF's post-opening initial training program no later than three months following the opening of the Business.

6.5 Conditions to Opening. Franchisee shall notify BBF at least 30 days before Franchisee intends to open the Business. Before opening, Franchisee must satisfy all of the following conditions: (1) Franchisee is in compliance with this Agreement, (2) Franchisee has obtained all applicable governmental permits and authorizations, (3) the Business conforms to all applicable System Standards, (4) Franchisee has hired sufficient employees, (5) Franchisee's officers and employees have completed all of BBF's required pre-opening training; and (6) BBF has given its written approval to open, which will not be unreasonably withheld.

6.6 Opening Date. Franchisee shall open the Business on or before the date stated on the Summary Page.

ARTICLE 7. OPERATIONS

7.1 Compliance with Manual and System Standards. Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and with all other System Standards., as they are now or hereafter established. Franchisee acknowledges and agrees

to vote if it is in default under its franchise agreement. If the members of a Market Cooperative are unable or fail to determine the manner in which Market Cooperative monies will be spent, BBF may assume this decision-making authority after 10 days' notice to the members of the Market Cooperative.

(b) Purpose. Each Market Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing (subject to BBF's approval), standardized promotional materials for use by the members in local advertising and promotion.

(c) Approval. No advertising or promotional plans or materials may be used by a Market Cooperative or furnished to its members without the prior approval of BBF pursuant to Section 9.1. BBF may designate the national or regional advertising agencies used by the Market Cooperative.

(d) Funding. The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including Franchisee, but not less than 1% and not more than 5% of Total Sales.

(e) Enforcement. Only BBF will have the right to enforce the obligations of franchisees who are members of a Market Cooperative to contribute to the Market Cooperative.

(f) Termination. BBF may terminate any Market Cooperative. Any funds left in a Market Cooperative upon termination will be transferred to the Brand Development Fund.

9.7 Required Spending. Each month and for each Territory, Franchisee shall spend an amount on marketing the Business equal to the greater of: (i) 2% of the prior month's Total Sales ~~or;~~ (ii) $1,500~~.~~; and (iii) $0.0375 per Qualified Household in your Territory. However, BBF reserves the right to increase the minimum ~~to an amount above $1,500~~ upon notice to Franchisee. Within 10 days after request by BBF, Franchisee shall furnish proof of its compliance with this Section. If Franchisee fails to meet the minimum required spending levels, then BBF (without limiting other remedies available to it) may require Franchisee pay the shortfall amount to BBF. BBF has the discretion to determine in good faith what activities constitute "marketing" under this Section. Unless BBF determines otherwise, amounts spent by Franchisee to maintain a website and conduct search engine optimization through BBF's Required Vendor for such services do count as local marketing~~.~~; however, any fees paid to BBF (including Software and Technology Fees, Brand Development Fund Fees, and any Customer Service Call Center Fees) and any management fee charged by BBF's Required Vendor do not count towards local marketing. BBF may, in its discretion, determine that if Franchisee contributes to a Market Cooperative, the amount of the contribution will be counted towards Franchisee's required spending under this Section. For purposes of this Section 9.7, a "Qualified Household" is a household that is owner-occupied and has over $60,000/year in household income; the number of Qualified Households in your Territory will be calculated as of the Effective Date and will not change during the Term of this Agreement, even if the actual number of Qualified Households in your Territory changes.

9.8 Market Introduction Plan. Franchisee must follow and implement a market introduction plan as proposed to Franchisee by BBF.

request any third-party vendors to not sell or provide products or services to Franchisee. No such action by BBF shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action. Such rights of BBF are in addition to any other right or remedy available to BBF.

11.5 Business Data. All customer data collected by ~~our~~or generated by the Business and all data collected or generated by the primary software operating system of the Business is Confidential Information (other than data related to employees of the Business) and is exclusively owned by BBF. BBF hereby licenses such data back to Franchisee without charge solely for Franchisee's use in connection with the Business for the term of this Agreement. Franchisee hereby agrees that BBF shall be permitted to freely access the customer data generated by the Business and by the Technology, including data collected or generated by the Technology or by the primary software operating system of the Business.

11.6 Innovations. Franchisee shall disclose to BBF all ideas, plans, improvements, concepts, methods and techniques relating to the Business (collectively, "Innovations") conceived or developed by Franchisee or its employees, agents, or contractors. BBF will automatically own all Innovations and will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee. Franchisee shall execute any documents reasonably requested by BBF to document BBF's ownership of Innovations.

11.7 Communication Systems. If BBF provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems, and Franchisee authorizes BBF to access such communications.

11.8 Communication with Employees. Franchisee irrevocably authorizes BBF to communicate with Franchisee's employees and contractors on any matter related to the System or the Business. Franchisee will not prohibit any employee or contractor from communicating with BBF on any matter related to the System or the Business.

11.9 Communications with Landlord and Lenders. Franchisee irrevocably authorizes BBF. to communicate with Franchisee's landlord and lender(s), or prospective landlord and lender(s), about matters relating to the Business, and to provide information about the Business to them.

11.10 Delegation. BBF may delegate any duty or obligation of BBF under this Agreement to an affiliate or to a third party.

11.11 System Variations. BBF may vary or waive any System Standard for any one or more Bloomin' Blinds franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, applicable laws or regulations, or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

11.12 Temporary Public Safety Closure. If BBF discovers or becomes aware of any aspect of the Business which, in BBF's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon BBF's order, Franchisee must temporarily cease operations of

(i) BBF receives a transfer fee equal to $10,000 (for each Territory subject to the Transfer), plus any broker fees and other out-of-pocket expenses incurred by BBF (of which a non-refundable $1,500 is due when Franchisee notifies BBF or asks BBF to consider a Transfer, and the balance is due when the Transfer is effective);

(ii) the proposed Transferee and its owners have completed BBF's franchise application processes, meet BBF's then-applicable standards for new franchisees, and have been approved by BBF as franchisees;

(iii) the proposed Transferee is not a Competitor;

(iv) the proposed Transferee executes BBF's then-current form of franchise agreement and related documents, which form may contain materially different provisions than this Agreement (provided, however, that the form will be amended to provide that the proposed Transferee will not be required to pay an initial franchise fee);

(v) all owners of the proposed Transferee provide a guaranty in accordance with Section 2.5;

(vi) Franchisee has paid all monetary obligations to BBF and its affiliates (including any amounts which you have financed with BFF and its affiliates) and to any lessor, vendor, supplier, or lender to the Business in full, and Franchisee is not otherwise in default or breach of this Agreement or of any other obligation owed to BBF or its affiliates;

(vii) the proposed Transferee and its owners and employees undergo such training as BBF may require;

(viii) Franchisee, its Owners, and the Transferee and its owners execute a general release of BBF in a form satisfactory to BBF; and

(ix) the Business fully complies with all of BBF's most recent System Standards.

15.3 Transfer for Convenience of Ownership. If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to BBF, if, prior to the Transfer: (1) the transferee provides the information required by Section 2.3; (2) Franchisee provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by BBF, (3) Franchisee owns all voting securities of the corporation or limited liability company, ~~and~~ (4) Franchisee provides a guaranty in accordance with Section 2.5, and (5) Franchisee pays Franchisor a non-refundable transfer fee of $500 (which is due when Franchisee notifies BBF or asks BBF to consider such a Transfer.

15.4 Transfer upon Death or Incapacity. Upon the death or incapacity of Franchisee (or, if Franchisee is an entity, the Owner with the largest ownership interest in Franchisee), the executor, administrator, or personal representative of that person must Transfer the Business to a third party approved by BBF (or to another person who was an Owner at the time of death or incapacity of

Exhibit J

EFT AUTHORIZATION FORM

Bank Name: _____
ABA#: _____
Acct. #: _____
Acct. Name: _____

Effective as of the date of the signature below, _____ ("Franchisee") hereby authorizes Bloomin Blinds Franchise Corp ("Franchisor") or its designee to withdraw funds from the above-referenced bank account, electronically or otherwise, to make the following payments to Franchisor under the franchise agreement (the "Franchise Agreement") between Franchisor and Franchisee: (1) all Royalty Fees; (2) all Brand Development Fund Contributions; (3) all other fees authorized under the Franchise Agreement; and (4) any amounts charged by Franchisor or its affiliates in connection with equipment, inventory, supplies, and/or services that Franchisee purchases from Franchisor or its affiliates, as and when such amounts become due and owing to Franchisor and/or its affiliates. Franchisee acknowledges that Royalty Fees, Brand Development Fund Contributions, and all other fees may be collected by Franchisor in the manner provided for in the Franchise Agreement. The parties further agree that all capitalized terms not specifically defined herein will be given the same definition as set forth in the Franchise Agreement.

Such withdrawals shall occur on a monthly basis, or on such other schedule as Franchisor shall specify in writing. (which may be daily, weekly, biweekly, or otherwise). This authorization shall remain in force and effect until terminated in writing by Franchisor. Franchisee shall provide Franchisor, in conjunction with this authorization, a voided check from the above-referenced account.

Agreed to by:

FRANCHISEE:

_____

By: _____
Name: _____
Title: _____
Date: _____

PLEASE ATTACH A VOIDED BLANK CHECK FOR PURPOSES OF SETTING UP BANK AND TRANSIT NUMBERS

3. **New Franchisee Training.** Section 6.4 of the Franchise Agreement is amended to add the following: "Notwithstanding the foregoing, the Principal Executive is not required to attend either the pre-opening initial training program or post-opening initial training if Franchisee's General Manager has completed these programs within the times set forth in this section."

4. **Conditions to Opening.** Section 6.5 of the Franchise Agreement is amended to change "(5) Franchisee's officers and employees have completed all of BBF's required pre-opening training " to "(5) Franchisee's officers and employees have completed all of BBF's required pre-opening training (provided however, that the Principal Executive shall not be required to attend this pre-opening training if Franchisee's General Manager has completed all of BBF's required pre-opening training".

5. **Post-Opening Training.** Section 7.6 of the Franchise Agreement is amended to change "BBF may at any time require that the Principal Executive and/or any other employees complete training programs" to "BBF may at any time require that the Principal Executive and/or any other employees (including any General Manager) to complete training programs".

5. **Meetings.** Section 7.14 of the Franchise Agreement are deleted is amended to add the following:

> Notwithstanding anything in this Section 7.14 to the contrary, during such times that Franchisee has a General Manager in place that was approved in accordance with Section 2.4, Franchisee may permit the General Manager to attend any such meetings, including conventions or conferences, in place of the Principal Executive.

6. **Entire Agreement.** The first sentence of Section 18.3 of the Franchise Agreement is deleted and replaced with "This Agreement and its attachments constitute the entire agreement of the parties and supersede all prior negotiations and representations."

7. **Confidentiality**. Franchisee agrees that it shall not disclose the terms or content of this Addendum to any person or entity, other than its legal or financial advisors. Notwithstanding the foregoing, in the event that Franchisee receives a subpoena or other validly issued administrative or judicial process requesting any of the documents or other materials or other disclosure of any of the terms of this Addendum, Franchisee shall promptly notify Franchisor and tender to Franchisor the defense of such demand. Unless the demand shall be timely limited, quashed, or extended, Franchisee shall thereafter be entitled to comply with that demand to the extent required by law. If requested by Franchisor, Franchisee shall cooperate, at Franchisor's expense, in the defense of such demand.

8. **Miscellaneous.**

(a) Amendments. This Addendum may not be amended except by a written agreement signed by the duly authorized officers of the parties.

(b) Counterparts. This Addendum may be executed in one or more counterparts, all of which when taken together shall constitute once original document.

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	~~June 5~~October 9, 2024
Illinois	~~April 29, 2024~~pending
Indiana	~~April 30, 2024~~pending
Maryland	pending
Michigan	April 24, 2024
Minnesota	~~June 21, 2024~~pending
New York	~~July 17, 2024~~pending
Virginia	~~April 30, 2024~~pending
Wisconsin	~~April 30~~October 4, 2024

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.