Smoothies With A Purpose®

Smoothie King Franchises, Inc.
Franchise Disclosure Document

2023–2024

2023–2024
FRANCHISE DISCLOSURE DOCUMENT
FOR PROSPECTIVE FRANCHISEES

Smoothie King Franchises, Inc.
A Texas Corporation
9797 Rombauer Road
Coppell, Texas 75019
(214) 935-8900
Website: www.smoothieking.com
Email: franchise@smoothieking.com

The franchisee is for the establishment and operation of a Smoothie King® unit offering guests a variety of custom smoothies and smoothie bowls blended to support healthy and active lifestyles. Each proprietary blend is made with select whole fruits and organic vegetables without any artificial preservatives, flavors and colors. Smoothie King offers other nutritional drinks and general nutritional products under the name **Smoothie King®**. The Smoothie King mission is to inspire people to live a healthy and active lifestyle and to be an integral part of every health and fitness journey.

The total investment necessary to begin operation of a traditional Smoothie King® Business ranges from (i) for an end-cap or in-line location, $311,600 to $638,465, and (ii) for a free-standing drive-thru location, $762,400 to $1,379,150. This includes $27,500 to $32,500 that must be paid to us. Smoothie King also offers Area Development rights to develop multiple Smoothie King Businesses. If you sign an Area Development Agreement, you also must pay us a development fee of $12,500 for each Smoothie King® franchise you commit to develop after the first franchise. You must develop a minimum of 3 Smoothie King® Businesses under the Area Development Agreement.

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 the Smoothie King franchise sales office at 9797 Rombauer Road, Coppell, TX 75019, or (214) 935-8900.

The terms of your contract will govern your franchise relationship. Do not rely on the disclosure document alone to understand your contract. Read the entirety 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 (the "FTC"). You can contact the FTC at 1-877-FTC-HELP (1-877-382-4357) 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 14, 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 Exhibits A and B.
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 C includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Smoothie King 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 Smoothie King franchisee?	Item 20 or Exhibits A and B lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchise *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 delegates. These items may be more expensive than similar items you could buy or 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 the 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 K.

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 risks be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration, and/or litigation only in Texas. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to mediate, arbitrate, or litigate with the franchisor in Texas than in your own state.

2. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

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.

NOTICE REQUIRED
BY
STATE OF MICHIGAN

THE MICHIGAN NOTICE APPLIES ONLY TO FRANCHISEES WHO ARE RESIDENTS OF MICHIGAN OR LOCATE THEIR FRANCHISES IN MICHIGAN.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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 the Michigan Department of Attorney General, G. Mennen Williams Building, 525 W. Ottawa Street, P.O. Box 30212, Lansing, MI 48909; telephone (517) 335-7622.

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Exhibit C	Audited Financial Statements of Smoothie King Franchises, Inc.
Exhibit D	Franchise Agreement
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Exhibit E	Franchise Agreement Addendum – Non-Traditional Location
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FRANCHISE DISCLOSURE DOCUMENT
SMOOTHIE KING FRANCHISES, INC.

Item 1

THE FRANCHISOR AND ANY PARENTS, PREDECESSORS AND AFFILIATES

The Franchisor:

To simplify the language in this disclosure document "Smoothie King" or "we" or "us" or "our" means Smoothie King Franchises, Inc., the franchisor. "You" or "your" means the person(s) or entity who signs the Franchise Agreement, including all equity owners of a corporation, general partnership, limited partnership, limited liability company or other type of entity ("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, certain provisions of Smoothie King's Franchise Agreement and Area Development Agreement will also apply to some of your owners. This disclosure document will indicate when your owners are also covered by a particular provision.

The Smoothie King® concept and primary product were originated in 1973 by Stephen C. Kuhnau, Sr. Smoothie King is a Texas corporation that was originally incorporated in Louisiana on May 7, 1987, and redomesticated as a Texas corporation in 2018.

Smoothie King operates under its corporate name and under the service marks "SMOOTHIE KING®" and associated marks and logos. Smoothie King's agent in this state for service of process, if applicable, is disclosed in Exhibit K. Except as described in this Item, Smoothie King has no predecessors, parents or affiliates.

Smoothie King offers you a franchise whose primary business is the sale of products under the name and service mark "SMOOTHIE KING®." The type of business that you will operate is referred to in this disclosure document as a "Unit" or "Smoothie King Business."

Smoothie King has been offering franchises since May 1988. Smoothie King does not currently operate any Smoothie King Businesses. Smoothie King has not offered franchises in any other lines of business. Smoothie King does not have any other business activities.

Parents:

Smoothie King is subsidiary of Smoothie King Systems, Inc. ("SKSI"). SKSI's parent company is SK USA Inc. ("SK USA"). SK USA's parent company is Smoothie King Holdings, Inc. ("Smoothie King Holdings"). As a result, Smoothie King Holdings, SK USA and SKSI are our parent companies. SK USA and SKSI's principal business address is 9797 Rombauer Road, Suite 150, Coppell, Texas 75019. Smoothie King Holdings' principal business address is 11 Dosan-daero 11-gil, Seoul, Korea 135-888.

Affiliates:

Smoothie King's affiliate, S K Nutritional Formulas, L.L.C. ("SKN"), may own, develop, license and/or distribute SMOOTHIE KING® private label and other retail products which all Smoothie King units are required to sell. Smoothie King units must purchase these items from our designated third-party suppliers. SKN's principal business address is 9797 Rombauer Road, Suite 150, Coppell, Texas 75019

Smoothie King's affiliate, Smoothie King Co., Inc. ("SKCI"), currently owns and operates 56 Smoothie King Businesses under non-exclusive royalty-free licenses from Smoothie King. SKCI may own and operate more Smoothie King Businesses in the future.

Neither SKN nor SKCI has offered franchises for this or any other business.

The Franchise Opportunity:

We grant Smoothie King® franchises to qualified candidates for the right to develop and operate a Smoothie King® Unit (each a "**Smoothie King Unit**" and collectively "**Smoothie King Units**"), which is a customer-driven business that sells a variety of premium, handcrafted smoothies and smoothie bowls made with select real fruit and organic vegetables, and nutritional supplements blended fresh using proprietary recipes. We refer to this business as the "**Franchised Business**" in this disclosure document. You must sign our standard Franchise Agreement (the "**Franchise Agreement**") in the form attached as Exhibit "D" to this disclosure document for each Unit purchased. Units also offer consumers the benefit of nutritional retail merchandise, which includes vitamins, herbs, minerals, a myriad of supplements, and nutritious snack items, among many others. We may require you to offer additional new food and beverage items in the future.

Smoothie King developed and owns a proprietary system ("System"). If you enter into a Franchise Agreement with us, you will operate your Unit according to the System, including our methods, standards and specifications. This System includes specialized hands-on training, marketing and advertising support, volume buying power, business synergy and on-going support. We have developed a design package and have mandatory interior décor specifications (collectively the "Trade Dress") for Smoothie King units. The Trade Dress is brand specific and is designed to ensure uniformity in the presentation of the System to guests.

Smoothie King also provides you with certain confidential information and methods for managing a Smoothie King Business. As our franchisee, you will use Smoothie King's trademarks, logos, brand and overall developed intellectual property including "SMOOTHIE KING®," the "CROWN" design and other product and service names and marks that Smoothie King may designate to identify the System. These names and marks are referred to in this disclosure document as "Proprietary Marks."

Smoothie King offers franchises for "Traditional" and "Non-Traditional" locations. Traditional locations are Units that typically operate in strip centers, drive-thru locations or other commercial shopping centers with general public access from the street and are not typically located in an enclosed environment or Captive Facility. You receive a Protected Territory if you operate your Unit in a Traditional location.

Non-Traditional Units are typically located within another business or dependent upon one main business or organization as its primary trade generator, normally have limited access to the general public and a limited trade area, usually in relation to its primary trade generator (a "Captive Facility"). Examples of Non-Traditional locations include enclosed shopping malls, food courts, arenas, convention centers, airports, movie theaters, health clubs, hospitals and other health care facilities, university and college campuses, military bases, grocery stores and similar environments. Because of the factors described above, you will not receive a Protected Territory for a Non-Traditional location. The determination of what constitutes a Non-Traditional location and the decision to grant a Protected Territory is within Smoothie King's sole discretion.

Smoothie King considers each site a Traditional location unless Smoothie King approves the location, in writing, as a Non-Traditional location. All references to Units include both Traditional and Non-Traditional locations, unless otherwise specified. You must sign our Franchise Agreement, attached

as Exhibit D. If you will operate from a Non-Traditional location, you also must sign the Non-Traditional Location Addendum, attached as Exhibit E.

If you wish to have the right to open multiple Units in an area, you must enter into an area development agreement (the "Area Development Agreement") with Smoothie King. Under the Area Development Agreement, you will receive the right to open a certain number of Units at Traditional locations over a defined period of time in a defined area, as Smoothie King determines in its sole discretion, on the basis of the market potential and the size of the designated area. The term of your Area Development Agreement generally will not be longer than 5 years and will require you to lease or purchase the approved location of the first Unit within 6 months from the effective date of your Area Development Agreement and open your first Unit within 12 months from the effective date of your Area Development Agreement and open each subsequent Unit within 6 to 12-month time periods after the first Unit. You must sign our then-current Franchise Agreement for each Unit to be developed under the Area Development Agreement, which may contain different terms and conditions than the Franchise Agreement attached to this disclosure document.

Market and Competition:

The market for the products sold in a Smoothie King Business is the general public. Although the market for the nutritional products carried in the Unit is more developed, the market for smoothies and other blended products continues to develop and build on its growing recognition. The market may be affected by general economic conditions and is seasonal in most areas. The market is highly competitive, and you will be competing with other smoothie businesses, snack and juice bars, general food service establishments carrying smoothies, vitamin and supplement retailers and other similar blended products as an offering on their menus, national and local general nutrition businesses and health food businesses. National and local restaurants also develop smoothie drinks as additional menu items and national and local supermarkets and other retailers may carry some of the same or similar product lines. If the Unit is located in a strip center or local or regional shopping mall, you typically will compete with businesses offering competitive goods or services within the same center or mall. Additionally, you may find that there is competition for suitable locations. You may also encounter competition from other Smoothie King Units operated by us or other franchisees.

Government Regulation:

You must comply with all local, state and federal laws and regulations applicable to the business operations of a Smoothie King Unit, including 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 guests 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 (PCI) standards. You also must comply with all standards, laws, rules, regulations, and policies relating to personal information, data privacy, and data protection, including all applicable state laws, and 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 ("FDA"), U.S. Department of Agriculture, and Federal Trade Commission ("FTC") have certain laws and regulations that

apply directly to how you market, sell and label your vitamins, supplements, smoothies and smoothie bowls, and how you present nutritional information for your products. Food service, health and sanitation laws and regulations will also directly apply to the preparation of your smoothies, smoothie bowls and handling of other food products. In addition, certain general laws will apply to a Smoothie King Business. For example, you must comply with laws and local ordinances concerning permits, occupational licensing and the construction and operation of a Unit. There may be other general laws that apply to a Smoothie King Business, and you should make inquiries to find out about these regulations.

Item 2

BUSINESS EXPERIENCE

Chairman of the Board and Chief Executive Officer: Sung-Wan Kim

Sung-Wan Kim has been Smoothie King's Chairman of the Board since July 2012 and Chief Executive Officer since January 2013. In addition, Mr. Kim has been the President and Chief Executive Officer of Smoothie King Holdings, Inc. (formerly known as Smoothie King Korea, Inc.), in Seoul, Korea, since 2003.

Interim Chief Operating Officer, Vice-President of Operations, West Region: Matt Kafka

Matt has been Smoothie King's Interim Chief Operating Officer since February 2023, and our Vice-President of Operations, West Region since June 2018. Matt was a Senior Director of Operations for Jamba Juice, Inc. from August 1998 to June 2018 in Frisco, Texas.

Chief Financial Officer and Treasurer: Thomas Kim

Thomas (Tom) Kim has been Smoothie King's Chief Financial Officer (CFO) and Treasurer since February 2019. Mr. Kim also oversees Smoothie King's information system ("IT") operations. Mr. Kim previously served as CFO at YourCause, LLC, a software technology company in Plano, Texas, from March 2018 until February 2019, and before that at Working Solutions LLC, a business process outsourcing company in Plano, Texas, from June 2013 until March 2018.

Chief Development Officer: Chris Bremer

Mr. Bremer has been Smoothie King's Chief Development Officer since July 2022. From December 2017 through June 2022, Chris served as Chief Development Officer for Nothing Bundt Cakes in Dallas, Texas. From May 2006 through December 2017, Chris served as Vice President Global/Domestic Franchise Development for Brinker International in Dallas, Texas.

Vice President, Franchise Sales: Shawn Caric

Shawn Caric has been Smoothie King's Vice President of Franchise Sales since November 2021. From May 2021 through November 2021, Shawn was the Vice President of Franchise Development for Qdoba Restaurant Corp in San Diego, California. Between March 2010 through April 2021, Shawn held various roles at Dunkin' Brands, Inc. out of Canton, Massachusetts, most recently serving as Director, Retail Development.

Chief Marketing Officer: Marianne Radley

Marianne has been Smoothie King's Chief Marketing Officer since late September 2022. From June 2020 until September 2022, Ms. Radley served as the CEO for Boys & Girls Clubs of Collin County

based in Frisco, Texas. Between February 2018 and January 2020, Ms. Radley was employed by YUM! Restaurants Corp. and served as the Chief Brand Officer for Pizza Hut US, based in Plano, Texas. From April 2016 until February 2018, Ms. Radley was the Senior Vice President of Global Marketing for Monster Beverage Company, based in Corona, California.

Chief Legal Officer and Corporate Secretary: Joshua Nicosia

Joshua has been Smoothie King's Chief Legal Officer and Corporate Secretary since March 2021. From February 2019 to March 2021, Mr. Nicosia was the North American General Counsel for IWG, PLC in Dallas, Texas. Between April 2014 and December 2018, Mr. Nicosia held various positions at Jamba Juice, Inc. in Emeryville, California and Frisco, Texas, most recently serving as General Counsel and Vice President of Development.

Vice President, Operation Services, Training, and Education: Katherine Meariman

Katherine Meariman has been Smoothie King's Vice President, Operation Services, Training and Education, since January 2018. Ms. Meariman also served Smoothie King as Vice President, Human Resources, Training and Education, from August 2016 to January 2018, and as Director, Training, from January 2015 to August 2016.

Chief Information Officer: Juan Salas

Juan has been Smoothie King's Chief Information Officer since November 2022. From February 2021 to October 2022, Juan was Chief Technology Officer for Gordon Ramsay North America in Irving, Texas. From June 2017 to October 2019, Juan was Chief Technology Officer for Del Frisco's Restaurant Group in Irving, Texas.

Director, Franchise Development: Steve Osler

Steve Osler has been Smoothie King's Director, Franchise Development since June 2018. Prior to joining Smoothie King, Mr. Osler served as Franchise Sales Manager for Wingstop Restaurants Inc. in Dallas, Texas from May 2015 to October 2017

Director, Franchise Development: Chad Tramuta

Chad Tramuta has been Smoothie King's Director, Franchise Development since February 2014 serving the East and Southeast markets.

Director, Franchise Development: Cindy Savich

Cindy Savich has been Smoothie King's Director, Franchise Development since April 2022. Prior to joining Smoothie King, Cindy served as Development Manager for Little Caesars Enterprise in Detroit, Michigan, from November 2020 to April 2022. Between August 2018 and November 2020, Cindy served as Business Development with Sysco Detroit. From April 2017 through August 2018, Ms. Savich took a sabbatical after owning a franchised business for over 17 years.

Director of Real Estate: Chris de Wolff

Chris de Wolff has been Smoothie King's Director of Real Estate supporting the eastern US since July 2018. Prior to joining Smoothie King, Chris had a similar real estate role at Papa Murphy's International from October 2013 until June 2018.

Director of Real Estate: Andrea Witt

Andrea Witt has been Smoothie King's Director of Real Estate since April 2017. Prior to joining Smoothie King, Ms. Witt served as Real Estate Manager for Papa Murphy's International LLC in Vancouver, Washington from February 2016 until April 2017.

Item 3

LITIGATION

Smoothie King Franchises, Inc. v. Best Smoothie Inc. and Jean Victome, et al., Civil Action No. 1:21-CV-04402-WMR, U.S. District Court (Dist. Ct. N.D. Ga, filed October 22, 2021). We brought an action for violation of a consent judgment and unfair competition against the purchaser of a former franchisee's assets. We allege that the purchaser was a continuation of the former franchisee's business and allege that the purchaser is using our proprietary materials and trade secrets (including recipes), Smoothie King® marks and trade dress. We are seeking damages and injunctive relief.

Other than the above, no litigation is required to be disclosed in this Item.

Item 4

BANKRUPTCY

No bankruptcies are required to be disclosed in this Item.

Item 5

INITIAL FEES

INITIAL FRANCHISE FEES—TRADITIONAL AND NON-TRADITIONAL LOCATIONS

When you sign a Franchise Agreement, you must pay an initial franchise fee (the **"Initial Franchise Fee**"). For each Traditional Store, you must pay us an Initial Franchise Fee of $30,000. For each Non-Traditional Store, you must pay us an Initial Franchise Fee of $15,000.

The Initial Franchise Fee is due and payable immediately upon execution of the Franchise Agreement and is non-refundable under any circumstances.

If you are an existing franchisee in good standing and meet our qualifications, we may approve you to develop additional Units at a reduced Initial Franchise Fee equal to $25,000.

Smoothie King is a member of the International Franchise Association's Vet Fran program. If you are an active member of the United States Armed Forces or if you have been honorably discharged from the United States Armed Forces, you will be eligible for a discount of 20% off the Initial Franchise Fee. This discount does not apply to a renewal fee.

Smoothie King also offers a first responders discount for law enforcement officers, firefighters, and emergency medical technicians who have at least 10 years of experience. Qualified first responders will be eligible for a discount of 20% off the Initial Franchise Fee. This discount does not apply to a renewal fee.

AREA DEVELOPMENT FEE

You will pay a lump sum development fee when you sign an Area Development Agreement. The development fee is calculated at the rate of $12,500 for each Unit that you are authorized to develop after the first franchise. For example, if you enter into an Area Development Agreement to establish your first Unit and an additional four Units, your development fee will be $50,000. Development fees will be applied to the franchise fees for each Unit opened under your Area Development Agreement. The development fee is not refundable under any circumstances.

In addition to the development fee, you must sign a Franchise Agreement and pay the Initial Franchise Fee for your first Unit at the same time you sign the Area Development Agreement unless you are a current Smoothie King franchisee. If you are a current Smoothie King franchisee, you must sign a Franchise Agreement and pay the Initial Franchise Fee at least 6 months before your Unit is scheduled to open or before you sign the lease for the Unit, whichever occurs first. Under the Area Development Agreement, the Initial Franchise Fee for the first Unit is $30,000 for new franchisees and $25,000 for existing franchisees in good standing. The Initial Franchise Fee for the second Unit and each subsequent Unit is $25,000 and is reduced by the pro-rated development fee as long as the Units are developed and opened according to your development schedule attached to your Area Development Agreement. Each Initial Franchise Fee under the Area Development Agreement is for a Traditional location; the right to develop Units under an Area Development Agreement does not include Non-Traditional locations unless specifically agreed upon in writing by Smoothie King. The Area Development Agreement automatically terminates on the date that the last Unit is scheduled to open.

Below is a summary of the fees due to us for 3 to 5 Units under an Area Development Agreement:

	Three Unit Program	**Four Unit Program**	**Five Unit Program**
Development Fee			
Development Fee	$25,000	$37,500	$50,000
Initial Franchise Fees			
Initial Franchise Fee – Store 1*	$30,000	$30,000	$30,000
Initial Franchise Fee – Store 2	$25,000	$25,000	$25,000
Initial Franchise Fee – Store 3	$25,000	$25,000	$25,000
Initial Franchise Fee – Store 4	NA	$25,000	$25,000
Initial Franchise Fee – Store 5	NA	NA	$25,000
Amount Due When Development Agreement and First Franchise Agreement are Signed			
Total Development Fee	$25,000	$37,500	$50,000

	Three Unit Program	Four Unit Program	Five Unit Program
Development Fee			
Development Fee	$25,000	$37,500	$50,000
Initial Franchise Fees			
Initial Franchise Fee – Store 1	$30,000	$30,000	$30,000
Total Due at Signing	**$55,000**	**$67,500**	**$80,000**
Amount Due for Each Additional Unit			
Balance Due per Unit	$12,500 for each additional Unit	$12,500 for each additional Unit	$12,500 for each additional Unit

*If you are existing franchisee in good standing, the Initial Franchise Fee for the first Unit is $25,000

OTHER INITIAL FEES BEFORE THE SMOOTHIE KING BUSINESS OPENS

In addition to the Initial Franchise Fee and, if applicable, the deposit described above, you must pay Smoothie King up to $2,500 for design fees for your Unit premises. These fees are not refundable under any circumstances.

Up to two people may attend the initial training program at no charge. If you want more than two people to attend the initial training program, you must pay us up to $1,500 per person. This fee is not refundable.

If you fail to open your Unit for business within 12 months from the date you sign the Franchise Agreement, Franchisor reserves the right to charge the minimum Operating Fee of $500 per month. If you fail to open your Unit for business within 24 months after you sign the Franchise Agreement, your Franchise Agreement will terminate automatically.

Item 6

OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Operating Fee	6% of Gross Sales[1,2] *Subject to a monthly minimum fee of $500	Accounting paperwork due within 2 business days after the end of each month; payment due by the 16th of each month for the prior month's fees.	You must pay the Operating Fee by electronic funds transfer (Franchise Agreement, Section 3.5). Under prior franchise agreements, Smoothie King offered a discounted schedule for Operating Fees, which schedule may remain in effect for corresponding franchisees in the future, at our discretion. No minimum Operating Fee due during any period when you are paying Smoothie King an extension fee.
National Marketing Fee[3]	Currently 3% of Gross Sales; we have the right to increase the Fee to 5% of Gross Sales upon 60 days' notice.	The 16th day of each month.	You must pay the National Marketing Fee by electronic funds transfer (Franchise Agreement, Section 3.5).
Regional Marketing Fee	If established in a region where the Unit is located, we will determine the amount of the Fee, not to exceed 2% of Gross Sales.	The last day of each month.	You must pay the Regional Marketing Fee by electronic funds transfer (Franchise Agreement, Section 3.5). Any contribution to the Regional Marketing Fund will be credited to your local marketing requirement.
Local Marketing Requirement[4]	Minimum of 2% of Gross Sales.	As incurred.	Any contribution to a Regional Marketing Fund will be credited towards your local marketing requirement.
Grand Opening Advertising	Non-Traditional Unit: (i) $7,500 for new Units, (ii) $5,000 for relocated Units, and (iii) $2,500 for transferred Units Traditional Unit: (i) $15,000 for new Units, (ii) $10,000 for relocated Units, and (iii) $5,000 for transferred Units	Paid to approved suppliers when expenses are incurred during the 4-week period before and within 3 months after the opening of your Unit.	Paid to approved suppliers. You must submit to us a single report of all expenditures within 90 days of opening. If you fail to spend these amounts, we will collect the shortfall and deposit it into the National or applicable Regional Marketing Fund.

Type of Fee	Amount	Due Date	Remarks
Interest on Late Payments	18% per annum or maximum rate allowed by law, if less than 18%. Plus $50.00 late fee payment.	After the date payments are overdue.	
Training Fees[5] Franchise and Area Development Agreements	No charge for initial training programs for the first 2 trainees. Reasonable fee may be charged for additional trainees to attend, currently up to $1,500 per additional person.	As incurred. Currently not charged.	You must pay us a reasonable fee for additional personnel to attend the initial training program, or other, training programs.
Remodel Costs	5 Years: Up to $25,000 for materials	During the 5th year after the open date of the Franchised Business.	These amounts are for materials only and are payable to third-party suppliers. Labor costs will vary based on where your Units are located.
Audit Fees	Audit discrepancies and reasonable actual costs of conducting audit.	After audit and audit costs if gross sales are understated by 2% or more.	
Transfer Fees[6] Franchise Agreement Area Development Agreement	 $7,500–$12,500 plus $5,000 for Grand Opening Advertising If required to permit a transfer under applicable law, for each undeveloped Unit under the Development Schedule, 10% to 20% of then-current Initial Franchise Fee	At transfer closing.	Transfer fees may be reduced under certain circumstances (e.g., we will consider a reduced fee for transfers to immediate family members).
Securities Offering Fee Franchise Agreement and Area Development Agreement	Not to exceed $25,000	Upon your review of Securities Offering.	
Non-Compliance Fee	Currently, $25 to $500 per violation, plus third party expenses	As incurred	If you default under your Franchise Agreement, you must pay us a fee in consideration of expenses we incur in addressing the default.
Supplier Approval Fee	Actual costs of inspection and testing.	Upon inspection and testing of products.	Incurred if you desire to purchase any items from an unapproved supplier.
Legal Fees and Costs Franchise Agreement and Area Development Agreement	Reasonable expenses associated with enforcement of agreements.	Upon conclusion of legal proceedings.	
Design Documents for New and Relocated Units	Up to $2,500 (non-refundable)	As incurred.	

Type of Fee	Amount	Due Date	Remarks
NSF Checks or Draft	$50 for first occurrence; $75 for each occurrence thereafter.	As incurred.	We may change this fee on notice to reflect our additional costs.
Product and Service Purchases	Varies	As incurred.	
Extra Operational and Marketing Support: Franchise Agreement and Area Development Agreement	Reimbursement of reasonable actual expenses.	As incurred.	Includes visits to cure operational issues.
Technology Fee[7]	Reasonable monthly fee; currently $200 per month.	The 23rd day of each month.	We may change this fee on notice, in order to reflect our additional costs.
Software and Security Fee	Currently, $225 to $265 per month.	The 23rd day of each month.	This fee includes a license for our Proprietary Software and participation in our data security program. We may change this fee on notice, in order to reflect our additional costs.
Relocation Fee	Up to $2,500 (site package and plans may be an additional charge)	As incurred	
Renewal Fee	Currently, 1/2 of the current initial Franchise Fee; and $775 renewal upgrade design fee (non-refundable)	Before we sign the renewal franchise agreement.	
Failure to Submit Monthly Profit and Loss Statements	$500 per month	As incurred	If you fail to submit the required profit and loss statement in any month, you must pay us $500 for each month that such monthly profit and loss statement is past due
Failure to Operate Minimum Hours and Days	$200 per day	As incurred	

General Comments: All fees are payable to Smoothie King and apply to the Franchise Agreement. The fees are non-refundable. Occasionally, Smoothie King waives or reduces certain one-time fees. Otherwise, the fees are uniformly imposed unless otherwise noted. During the term of the Franchise Agreement, Smoothie King may offer optional services not currently contemplated for which Smoothie King may charge a fee. All fees apply to both Traditional and Non-Traditional locations unless otherwise noted.

(1) Gross Sales: Gross Sales is defined as all products and services sold in or from the Unit. This includes sales from concessions off premises, catering, and delivery. Gross Sales do not include any excise or sales tax. In the past, we have reduced or waived the royalty fee for certain locations. In addition, Smoothie King reserves the right to include in Gross Sales all ancillary charges or fees, including delivery service fees, that a guest pays to you or any third-party in connection with the purchase of any products or services sold in connection with the Unit.

(2) Operating Fee: Upon opening of your Unit, and no later than 12 months from the effective date of the franchise agreement, you must pay us an Operating Fee equal to the greater of $500 each calendar month or 6% of monthly Gross Sales. If you fail to open the Unit by the end of the 12th month, Smoothie King may charge the minimum Operating Fee of $500 per month. If you fail to open your Unit for business within 24 months after you sign the Franchise Agreement, your Franchise Agreement will terminate automatically.

(3) National Marketing Fee: You must pay us the National Marketing Fee, beginning on the date you open your Unit for business. The National Marketing Fee is currently 3% of monthly Gross Sales. We may increase the National Marketing Fee up to 5% of monthly Gross Sales with 60 days' notice.

(4) Local Marketing Requirement: You must spend, on an annual basis, a minimum of 2% of annual Gross Sales on local advertising and marketing. Except for Non-Traditional locations, Smoothie King may require you to pay all or any part of the local advertising and marketing fee to a Regional Marketing Fund if one is established in your area.

(5) Training Fees: You must pay all personal expenses you and/or your employees incur to attend training programs, including costs and expenses of transportation, lodging, meals, wages and employee benefits. Smoothie King reserves the right to charge reasonable fees for materials and participation in any training courses or seminars, but Smoothie King will not charge for the attendance of up to two (2) persons representing you at the initial franchise management training program.

(6) Transfer Fee: The amount of the transfer fee depends upon whether you are transferring your interest to a current Smoothie King Business manager, franchisee or developer and whether the transfer will require a new location for the Smoothie King Business. Transfer fees may be reduced under certain circumstances (e.g., we will consider a reduced fee for transfers to immediate family members).

(7) Technology Fee: For computer software support and other technical services provided by Smoothie King or its designee.

Item 7

ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

END-CAP OR IN-LINE LOCATION

Type of Expenditures	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee[1]	$25,000–$30,000 ($15,000 for a Non-Traditional location)	Lump sum	When the Franchise Agreement is signed.	Smoothie King
Three Months' Rental & Deposit[2]	$5,000–$25,000	As arranged.	As arranged.	Lessor
Technology Systems[3]	$9,100 - $12,215	As arranged.	As arranged.	Smoothie King and Approved Suppliers
Grand Opening Marketing[4]	New Unit: Minimum of $15,000 for Traditional Units and $7,500 for Non-Traditional Units	As arranged.	As arranged.	Paid to approved suppliers.
Travel and Training Expenses[5]	$1,000–$6,000	As arranged.	As arranged.	Suppliers of lodging and transportation.
Insurance[6] (First Year's Premium)	$2,500–$7,500	Lump sum in advance or installments.	Monthly, quarterly or yearly.	Insurance Company
Other Prepaid Expenses[7]	$1,000–$2,500	As arranged.	Lump sum.	Smoothie King, Suppliers, Government.
Start-Up Supplies, Inventory[8]	$23,000-$24,000	As arranged.	As arranged.	Approved Suppliers.
Furniture, Fixtures & Equipment, Millwork and Graphics[9]	$80,000–$140,000	As arranged.	As arranged.	Approved Suppliers
Architectural & Engineering Professional Services[10]	$3,500–$14,500	As arranged.	As arranged.	Approved Architects & Engineers
Signage[11]	$5,000–$14,000	As arranged.	As arranged.	Approved Suppliers
Leasehold Improvements[12]	$135,000–$280,000	As arranged.	As arranged.	Suppliers
Legal, Accounting & Organizational Costs[13]	$500–$4,000	As arranged.	As arranged.	Government, Attorneys, Accountants.
Miscellaneous Costs[14]	$1,000–$5,000	As arranged.	As arranged.	Various Suppliers
Drive-Thru[15]	$0–$33,750	As arranged.	As arranged.	Various Suppliers.
Additional Funds—3 Months[16]	$5,000–$25,000	As arranged.	As arranged.	Suppliers/Line of Credit.
TOTAL[17, 18, 19]	**$311,601–$638,465**			

FREE-STANDING DRIVE-THRU LOCATION

Type of Expenditures	Amount	Method of Payment	When Due	To Whom Payment Is To Be Made
Initial Franchise Fee[1]	$25,000–$30,000 ($15,000 for a Non-Traditional location)	Lump sum.	When the Franchise Agreement is signed.	Smoothie King.
Three Months' Rental & Deposit[2]	$5,000–$30,000	As arranged.	As arranged.	Lessor.
Technology Systems[3]	$12,000 - $14,500	As arranged.	As arranged.	Smoothie King and Approved Suppliers.
Grand Opening Marketing[4]	New Unit: Minimum of $15,000 for Traditional Units and Minimum $7,500 for Non-Traditional Units	As arranged.	As arranged.	Paid to approved suppliers.
Travel and Training Expenses[5]	$2,700–$6,000	As arranged.	As arranged.	Suppliers of Lodging and Transportation.
Insurance[6] (First Year's Premium)	$3,500–$7,500	Lump sum in advance or installments.	Monthly, quarterly or yearly.	Insurance Company.
Other Prepaid Expenses[7]	$14,700–$29,400	As arranged.	Lump sum.	Smoothie King, Suppliers, Government.
Start-Up Supplies, Inventory[8]	$23,000–$24,000	As arranged.	As arranged.	Approved Suppliers.
Furniture, Fixtures & Equipment, Millwork and Graphics[9]	$100,000–$130,000	As arranged.	As arranged.	Approved Suppliers.
Architectural & Engineering Professional Services[10]	$42,000–$52,000	As arranged.	As arranged.	Approved Architects & Engineers.
Signage[11]	$28,000–$38,000	As arranged.	As arranged.	Approved Suppliers.
Leasehold Improvements[12]	$450,000–$875,000	As arranged.	As arranged.	Suppliers.
Legal, Accounting & Organizational Costs[13]	$500–$4,000	As arranged.	As arranged.	Government, Attorneys, Accountants.
Miscellaneous Costs[14]	$1,000–$5,000	As arranged.	As arranged.	Various Suppliers.
Drive-Thru[15]	$25,000–$33,750	As arranged.	As arranged.	Various Suppliers.
Additional Funds—3 Months[16]	$15,000–$25,000	As arranged.	As arranged.	Suppliers/Line of Credit.
TOTAL[17, 18, 19]	**$762,400–$1,379,150**			

NOTES:

General Comments: The above figures are estimates of the complete investment in establishing a Smoothie King Business, and it is possible to significantly exceed these costs in many of the areas listed above. Your actual investment will depend upon many different factors like labor, location, amount of space leased, existing leasehold conditions, amount of leasehold improvements, and your ability to efficiently manage and coordinate the construction and opening of the Unit. The amounts paid to Smoothie King are non-refundable unless otherwise stated. The refundability of amounts paid to third-parties depends upon your negotiations with these parties. The following notes are integral to the understanding of the financial commitment required to successfully establish and operate the Smoothie King Business. You should review the notes thoroughly. If you are interested in investing in a free-standing kiosk location, please see Note 19 below. If you are interested in investing in a free-standing drive-thru-only location, please see Note 20 below.

(1) Initial Franchise Fee: Your Initial Franchise Fee is $30,000 for your first Unit. If you have One (1) Unit open and operating, and you desire to purchase more Units under new Franchise Agreements, you will pay an Initial Franchise Fee of $25,000 for the second and all subsequent Units you purchase if you are in good standing and meet our qualifications. The Initial Franchise Fee for all Non-Traditional locations is $15,000. See Item 1 for additional information on Non-Traditional locations.

We are a member of the International Franchise Association ("IFA") and participate in the IFA's Vet Fran program, which provides financial incentives to qualified veterans to help them acquire franchised businesses. If you are eligible for the Vet Fran discount, you receive a 20% discount off your Initial Franchise Fee. This discount does not apply to a franchise agreement renewal fee.

If you are eligible for the first responders discount, you receive a 20% discount off your Initial Franchise Fee. This discount does not apply to a franchise agreement renewal fee.

(2) Three Months' Rental and Deposit: Typical Traditional locations for Smoothie King Businesses are shopping centers within suburban shopping areas. Typically, you would lease an existing location in a strip center or other commercial shopping center and remodel the location to conform to the current design specifications of a Smoothie King Business. You may also lease the land and an existing facility and convert the facility to a Smoothie King Business or enter into a build-to-suit lease under which lease the landlord agrees to construct a structure which will be used for your Smoothie King Business and lease the land and the building back to you. You may also purchase the land and build the facility yourself. The cost of land may vary dramatically depending upon a multitude of factors and it varies by city and region. Smoothie King has not included costs for land acquisition or the construction of a free-standing building. You must perform a thorough investigation in your local area concerning land, site, leasehold and construction costs. These costs may vary significantly from location to location and are dependent upon factors like the general cost, location and availability of commercial real estate in your market area and the amount of space desired.

For a typical Unit, you likely will lease approximately 800 to 1,800 square feet of building space. Rental rates for this type of Unit may range from $1,667 to $10,000 per month ($20,000 to $120,000 per year), excluding additional charges, such as common area maintenance (CAM), insurance and taxes. The average rental for Units opened in calendar year 2022 was $43,790 per year, excluding CAM. The low and high rent were $20,100 and $111,000 annually respectively, excluding CAM.

For a Unit at a Non-Traditional location, except for in-line mall locations, you will typically lease approximately 200 to 600 square feet (although certain locations, such as mall kiosk, food court or university settings may range from 100 to 500 square feet). Rental rates vary for a Non-Traditional location.

Rental costs vary considerably depending upon regional and local factors, market factors, and the type of lease you negotiate. The rate may be higher for regional mall sites or locations in high demand. Smoothie King estimates that the range given will cover a security deposit and three month's rent although, in certain situations, landlords may require a larger security deposit.

(3) Technology Systems: This amount includes the costs of telephone and data setup and installation, internal data lines, technology setup, installation of music system, computer equipment, and Point-of-Sale ("POS") system(s) installation and equipment.

(4) Grand Opening Marketing: You must submit to us a single report of all expenditures within 90 days of opening. For Traditional Units, if you fail to spend $15,000 for new traditional Units, $10,000 for relocated Units, or $5,000 for transferred Units during the 4-week period before and within 3 months after the opening of your Unit., we will collect the shortfall and deposit it into the National or applicable Regional Marketing Fund. For Non-Traditional Units, the grand opening marketing spend is $7,500 for new Units, $5,000 for relocated Units, or $2,500 for transferred Units.

(5) Training Expenses: Smoothie King provides instructors and instructional materials, but you must arrange for transportation, lodging, and meals for yourself and for any costs incurred by your employees for in-person training or you must provide the necessary technology for virtual training. Typically, only one person attends training and there is no charge for up to two people to attend training, but if more than two people attend training, you must pay us a fee of up to $1,500 per person. The estimate above assumes that one person attends the one-day orientation and the training program (currently up to 20 days) and includes meals and hotel rates at our recommended hotels. The low end assumes that the individual attending training will drive to the site of the training program and will not incur airfare or car rental expenses in attending the training program. The high end reflects the airfare and car rental expenses that the individual will incur in attending training. The costs will depend on the distance you must travel and the type of accommodations. The costs do not include wages paid for employees attending training. You also are responsible for your employees' and your costs associated with on-location training before your Unit opens for business. The estimates also include $200 to attend a ServSafe course locally.

(6) Insurance: You must obtain comprehensive general liability and provide coverage at a minimum for bodily injury, personal injury, advertising injury, property damage, and products liability including food borne illness injury, cyber/data breach, property insurance, including other types of insurance coverage as provided in your Franchise Agreement and lease, and as required by law. The estimate given in the chart is for the first year's premium for all polices currently required.

(7) Other Prepaid Expenses: These costs include installation charges and deposits for a business telephone line, utilities, occupational licensing, and health and other permits. The estimate for an end-cap or in-line location does not include any non-typical zoning or impact fees. Impact fees are, however, included in the estimate for a free-standing drive-thru location.

(8) Start-Up Supplies, Inventory: This is the estimated amount to cover an initial supply of smoothie ingredients, paper products, cleaning supplies and retail inventory for your Unit for at least two weeks to one month of business operations, depending upon your sales level. This amount also includes initial smallware and uniform needs. Smoothie King franchisees entering new markets will likely incur higher freight costs than franchisees in established markets, and may need additional storage space and higher levels of inventory.

(9) Furniture, Fixtures & Equipment, Millwork and Graphics: This amount includes the costs of all furniture, millwork, equipment, decorative ceiling elements, graphics/artwork, light fixtures,

interior menu boards, stainless sinks, shelving, and other miscellaneous items. The lowest total figure represents the purchase of used equipment, which may be approved by Franchisor in its sole and absolute discretion.

(10) Architectural & Engineering Professional Services: Smoothie King will provide proposed design documents for the space. Smoothie King does not warrant that the proposed design documents will comply with the Americans with Disabilities Act (ADA) or with other federal, state or local laws, rules and regulations, and you will need to engage appropriate professionals to review the proposed design documents for compliance with all applicable laws, rules and regulations. You will be required to obtain on the design documents the stamp of approval from an architect or engineer who is properly licensed in the jurisdiction of your location. The referenced amount includes estimated costs of all architectural and engineering services (including those of third parties) needed to localize the design documents into construction drawings as required by local code and governing authorities. The referenced amount for an end-cap or in-line location excludes any civil, structural, or landscaping professional services. Civil and landscaping estimates are, however, included in the referenced amount for a free-standing drive-thru location.

(11) Signage: This amount includes the costs of exterior building and monument panel signage. This amount only includes free-standing pylon signs in connection with a free-standing drive-thru location.

(12) Leasehold Improvements: For an inline or end cap location, this amount includes the costs to alter the existing interior space to the requirements of a Smoothie King Unit. We assume landlord provides the space vacant and broom clean at a minimum with utilities to space, roofing, storefront, exterior and demising walls, concrete floors, HVAC units and mains, and fire sprinklers (if required by local codes). The high end of the estimate includes costs for a space delivered in shell condition without the floor, walls, electrical or HVAC provided. This amount excludes costs for major exterior improvements, materials testing, and zoning or impact fees. For a freestanding drive-thru location, the costs include all the costs for constructing the building only. It excludes all site work which we estimate will range between $150,000 and $300,000. We have not included site work in this amount due to the wide variance in costs, and many times a significant portion is included in what the landlord provides to you as a tenant.

(13) Accounting Costs: Smoothie King requires that you have monthly income statements compiled or reviewed for each store by a licensed certified public accountant ("CPA") in order to meet the monthly reporting requirements.

(14) Miscellaneous Costs: Smoothie King recommends that you budget an additional amount of cash to cover miscellaneous costs incurred with the opening of the Unit.

(15) Drive-Thru Location: Many Units may include a drive-thru window. The low end of the estimate assumes that your Unit will not include a drive-thru window. If your location has a drive-thru window, you should plan on incurring these estimated costs. The cost of the window, exterior menu boards, drive-thru canopy, drive-thru signage, headset system and timer, additional cabinetry, tablet and an additional POS terminal are all included in this number. We have not included costs to modify the building or the site in these additional costs.

(16) Additional Funds: This amount reflects the <u>minimum</u> amount of additional funds you will need for the first 3 months you operate a Smoothie King Business. However, we cannot guarantee that this amount will be sufficient. Additional working capital may be required if sales are low or fixed costs are high. This amount includes salaries and wages, payroll taxes, advertising, product purchases, line of credit, payment of royalties, uniforms, utility bills, ongoing professional fees, freight, and other miscellaneous administrative and operating expenses.

(17) Total Investment: Smoothie King relied on our many years of experience in this business to compile these estimates. You should review these figures carefully with a business advisor before making any decision to purchase a franchise. Calculation of this total investment figure does not include the Initial Franchise Fee for a Non-Traditional location.

(18) Financing: Smoothie King does not offer, either directly or indirectly, financing to you for any items.

(19) Free-Standing Drive-Thru-Only Location / Site Work: If, instead of a typical free-standing drive-thru location, you construct a free-standing drive-thru-only building, we estimate the total of all expenditures above to differ insignificantly and only due to a reduction in the level and amount of interior finishes to be completed. For this type of location, the space will typically range from approximately 630 to 1,000 square feet. The referenced amount for free-standing locations excludes site work, materials testing, zoning, and other impact fees, which can range between $150,000 to $300,000.

YOUR ESTIMATED INITIAL INVESTMENT – AREA DEVELOPMENT AGREEMENT

We cannot estimate your initial investment under an Area Development Agreement, other than the Development Fee, which is described in Item 5. The amount of this fee will depend on the number of Units you agree to establish and operate in accordance with the Development Schedule. We do not offer separate financing for franchisees related to an Area Development Agreement.

Item 8

RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Approved or Designated Suppliers and Specifications: To maintain the reputation, goodwill, high standards, quality and uniformity of our System, there are certain products that you must purchase directly from our approved or designated suppliers, including branded products. You must purchase or lease all other goods and services under the specifications and guidelines issued by Smoothie King. Specifications may include minimum standards for building size, leasehold improvements, zoning, lease provisions, location criteria, qualifications of architects or contractors, security systems, signs, equipment, quality, quantity, delivery, performance, design, appearance, durability, style and other related restrictions. You must also use only the standard forms approved by Smoothie King and use and display sales, marketing, and promotional material provided in the manner and for the time periods designated by Smoothie King. You must ensure that all items and printed materials used in the Smoothie King Business bear the Proprietary Marks in the manner required by Smoothie King. Smoothie King considers these specifications to be of critical importance to the success of the System. These specifications are either (i) included in your design documents; (ii) listed in the Smoothie King confidential pre-opening, operations, marketing, and other manuals that Smoothie King makes available to all franchisees electronically (collectively, the "Manuals"); or (iii) otherwise provided to you in writing by Smoothie King. Any of these specifications may be revised by Smoothie King. If a supplier does not meet our specifications stated in your design documents, the Manuals, or as provided to you in other written materials, we may require you to stop using that supplier.

Purchases from Smoothie King or Smoothie King Affiliates: You must use Smoothie King's Design & Construction department to prepare your preliminary space plan and design documents for your Unit premises. We typically charge $2,000 for kiosk, in-line, and end-cap Units and $2,500 for free-standing Units. You will incur additional costs (paid to third-parties) in completing construction drawings

and specifications. You are also required to purchase from us or an approved supplier and use the Smoothie King Computer System, as further detailed in Item 11. Other than the design documents and Computer System, Smoothie King or its affiliates are currently not the only approved supplier of any products or services and you currently are not obligated to purchase any products, equipment, supplies or other items from Smoothie King or its affiliates. Smoothie King may, however, require you to purchase from us or our affiliates certain Smoothie King developed proprietary products in the future. You must purchase from designated or approved third-party suppliers certain retail items and various branded snacks, supplements and vitamins developed by or through Smoothie King.

Purchases from Designated Suppliers: You must purchase any furniture, fixtures, equipment, finishes, and materials from Smoothie King's designated suppliers or vendors as detailed in your design documents, the Manuals, or otherwise in a writing provided to you from Smoothie King, including your build-out Unit package (i.e., cabinetry and equipment). In addition, we may require that you use a designated accountant to review your monthly financial statements. We may add other items that you must purchase from designated suppliers or their authorized distributors at any time in the future. We, an affiliate or a third-party vendor or supplier periodically may be the only designated or approved supplier for certain products.

You must purchase certain branded inventory products from Performance Food Group/Roma ("PFG/Roma") or Smoothie King's designated foodservice distributors. You must purchase your frozen fruits and vegetables, and certain proprietary and confidential mixes manufactured for Smoothie King, other Smoothie King ingredients and most logo items, paper products, certain cleaning supplies and private label from PFG/Roma or other approved vendors. PFG/Roma is Smoothie King's current authorized national distribution company, which allows for the distribution of uniform product lines throughout the system and the ability to obtain discounts on volume purchasing from manufacturer sources. Due to minimum purchasing requirements and volume discounts on some items, it will likely be to your benefit to purchase other approved products from PFG/Roma even though Smoothie King does not require you to do so. Smoothie King may change its authorized national distribution company if it deems it necessary to do so.

You must accept and participate in our Smoothie King Healthy Rewards mobile application and loyalty program. For e-mail marketing purposes, you must use our approved supplier in order to ensure consistent guest interactions and communications. You must participate in all catering and delivery services designated by us through our approved suppliers.

You are required to use all approved back-office, credit-card, debit cards, gift cards, electronic funds transfer and/or PCI-compliant systems or vendors that we designate from time to time. You must also accept all payment options specified by us, including non-cash systems (i.e. Google Pay or Apple Pay).

Except as noted above, neither Smoothie King nor persons affiliated with us are designated suppliers. Smoothie King reserves the right to designate specified suppliers whom franchisees can only purchase from in the future.

Purchases from Approved Suppliers: You must purchase or lease selected inventory, supplies, and other products and materials required for the operation of your Smoothie King® Business consistent with specifications set by Smoothie King or solely from suppliers who demonstrate the ability to meet Smoothie King's reasonable standards and specifications. You must purchase your vitamin and supplement inventory, some paper goods, and other items from approved suppliers. You must also use an installation company approved by Smoothie King for the initial implementation of the Smoothie King POS System. All other items may be purchased or leased from suppliers whose products or services meet Smoothie King specifications, except for general office supplies and equipment and other general business items. Smoothie King negotiates purchase arrangements with approved suppliers for the benefit of the franchised and

Smoothie King affiliate-owned Units. Smoothie King may receive contributions from select approved vendors and, at its sole discretion, direct some of those funds to advertising funds and conventions. Smoothie King plans on continuing to request that some suppliers contribute to our advertising funds, annual conventions and management costs to offset the associated costs of these activities. Aside from possible favorable price terms, you do not receive any material benefits from Smoothie King if you use designated or approved suppliers. However, purchasing or leasing from unapproved suppliers or using products that do not meet Smoothie King specifications is a default under your Franchise Agreement, in which case Smoothie King may terminate your Franchise Agreement or pursue other remedies available under the Franchise Agreement. A default under your Franchise Agreement may also be cause for Smoothie King not to renew your Franchise Agreement or disqualify you from opening additional franchises.

You should be aware that there may be price increases in any or all of the items you must purchase from suppliers and other third-parties. Costs of goods from PFG/Roma and other suppliers may fluctuate from month to month. Prices charged to you are determined by the volume of purchases, usage, vendor minimums, inventory turns, ingredient costs, market demand, freight and other similar factors. Cost of goods will vary by geographic area due to freight charges incurred as a result of stocking of products in multiple distribution centers. Franchisees entering new markets should be aware that freight costs may be higher than the costs Smoothie King franchisees incur in other markets, and you should adjust your cost projections accordingly.

Compliance with Specifications: If you desire to purchase any items from an unapproved supplier, you or the supplier must submit to Smoothie King a written request for approval in advance. Smoothie King will advise you within a reasonable time whether the items meet our specifications. A reasonable time for written approval from Smoothie King may range from 5 business days to 6 months, depending upon the amount of research, testing, cooperation from suppliers, and other factors involved in approving the items. Smoothie King's written approval will not be unreasonably withheld although there are certain products that you must purchase from us or our designated suppliers. Smoothie King may require that our representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered to Smoothie King or our designee for testing. Smoothie King may impose a charge not to exceed the actual costs of inspection and testing, which you or the supplier must pay. Smoothie King reserves the right to re-inspect the facilities and products of any previously approved supplier and to revoke its approval upon the supplier's failure to continue to meet any of Smoothie King's standards and specifications.

If you obtain services from third-party providers, Smoothie King will have the right to review the terms and conditions of your arrangements and require additional information about the business background and qualifications of the providers, including personal interviews with individuals providing the services. If any third-party obtains access to confidential information and intellectual property, Smoothie King may require, as a condition of approval of the provider, the signing of confidentiality and non-competition agreements in a form satisfactory to Smoothie King. Smoothie King may oppose any provider, upon written notice to you, who does not demonstrate the ability to comply with the standards established for the System and to meet the needs of Smoothie King franchisees promptly and reliably. Smoothie King considers the following general criteria in determining whether a supplier will be approved: (i) ability to produce or deliver the products, services, supplies or equipment in accordance with Smoothie King's standards and specifications for quality and uniformity; production and delivery capabilities and ability to meet supply commitments; (ii) integrity of ownership (to ensure that the supplier's association with Smoothie King would not be inconsistent with Smoothie King's image or damage Smoothie King's goodwill); (iii) financial stability; (iv) satisfaction of minimum standards of licensing, (v) insurance and regulatory requirements; and (vi) the negotiation of a mutually satisfactory agreement to protect Smoothie King's intellectual property. Smoothie King's criteria for specific types of suppliers are either made available to you in the Manuals or will be made available to you upon written request.

Smoothie King maintains a written list of approved supplies (generally identified by brand name) and suppliers, which is updated and provided to you on a regular basis. Smoothie King does not provide confidential specifications to you or suppliers, except on a limited basis. If a product, equipment or other item does not meet Smoothie King's specifications, Smoothie King will provide a written explanation within a reasonable amount of time, depending upon the testing involved as described above, as to why the product or equipment does not meet Smoothie King's specifications. Smoothie King establishes and modifies specifications and standards by periodically performing tests on its products and equipment in relation to new products and equipment.

Smoothie King and its affiliates receive rebates based on franchisees' required purchases of products and services. In the calendar year ended December 26, 2022, these rebates ranged from 0% to 9% of the purchase price of specific products.

In the calendar year ended December 26, 2022, Smoothie King received approximately $8,698,908 in revenue from rebates. This amount represents approximately 18% of Smoothie King's total revenues of $48,917,118 (excluding National and Regional Marketing Fund contributions) as reflected on its audited financial statements attached to this disclosure document. In addition, Smoothie King's affiliate, SKN received $228,725 in rebates in 2022.

Additionally, Smoothie King was entitled to receive rebates of approximately $1,823,857 but chose to direct those contributions to the National Marketing Fund. Those contributions Smoothie King directed to the National Marketing Fund are not included in Smoothie King's total revenues of $48,917,118.

Our officers currently do not own a material interest in any supplier.

We estimate that the purchase or lease of equipment, signs, fixtures, inventory, supplies and promotional materials which meet our specifications will represent approximately 80% to 100% of your total purchase in establishing your Smoothie King Business and approximately 20% to 35% of the cost to operate your Smoothie King Business. There are no product purchasing or distribution cooperatives currently in existence.

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 and Area Development Agreement	Disclosure Document Item
a. Site selection and acquisition/lease	Sections 1.2, 1.3, 1.4, 10.2, and 10.4 of Franchise Agreement; Sections 1.1 and 4.2, of Area Development Agreement	Items 6, 7, 11, and 12; Exhibit G

Obligation	Section in Franchise Agreement and Area Development Agreement	Disclosure Document Item
b. Pre-opening purchases/ leases	Sections 1.6, 9.4, 10.2, 10.3, 10.4, and 12.6 and Article XIII of Franchise Agreement; Section 5.2.1 of Area Development Agreement	Items 5, 6, 7, 8, 11, and 12;
c. Site development and other pre-opening requirements	Sections 1.2, 1.3, 1.4, 1.5, 1.6, 4.1, 9.2, 9.4, 10.2, and 12.7 and Attachments A of Franchise Agreement; Lease Rider Sections 1.1, 4.2, and 5.2 of Area Development Agreement	Items 6, 7, 11, and 12
d. Initial and ongoing training	Article IX of Franchise Agreement; Section 5.2.1 of Area Development Agreement	Items 6, 7, and 11
e. Opening	Sections 3.4, 10.3, and 12.7 of Franchise Agreement	Items 6, 7, 8, and 11
f. Fees and Payments	Articles III, XI, XII, and XVIII and Sections 2.2.8, 9.5, 15.7, 15.8 and 16.1.5 of Franchise Agreement; Articles II, V, VIII and XII of Area Development Agreement	Items 5, 6, 7, 8, and 11
g. Compliance with standards and policies/Operating Manual	Articles VI, VII, VIII, X, XI, XII, XIII, XVII, and XVIII of Franchise Agreement; Sections 3.1.1, 9.4.2 and 15.3 of Area Development Agreement	Items 8, 16, and 17
h. Trademarks and proprietary information	Articles VI, VII, VIII, XVI, XVII and Sections 10.1, and 14.1.7 of Franchise Agreement; Sections 1.2 and 1.4 and Article VII and XI of Area Development Agreement	Items 13 and 14
i. Restrictions on products/services offered	Section 10.3 of Franchise Agreement	Items 8 and 16
j. Warranty and guest service requirements	Section 10.3 of Franchise Agreement	N/A
k. Territorial development and sales quotas	Article I, and Attachment A to the Franchise Agreement and Area Development Agreement; Articles I, III, and IV of Area Development Agreement	Items 12 and 20;
l. Ongoing product/ service purchases	Section 10.3 of Franchise Agreement	Items 8 and 16
m. Maintenance, appearance and remodeling requirements	Sections 2.2.5, 10.2, 10.3, and 15.6.3 of Franchise Agreement	Items 6, 7, 8, and 11
n. Insurance	Article XIII of Franchise Agreement	Item 7
o. Advertising	Article XII and Section 8.2 of Franchise Agreement; Section 5.2.2 of Area Development Agreement	Items 6, 7, and 11

Obligation	Section in Franchise Agreement and Area Development Agreement	Disclosure Document Item
p. Indemnification	Article XX and Sections 13.1.5, 15.8 , and 16.2 of Franchise Agreement; Attachment D and Lease Rider Article XIV of Area Development Agreement	Items 6 and 13
q. Franchisee's participation/management and staffing	Article IX and Section 10.3.10 of Franchise Agreement; Section 5.2.1 of Area Development Agreement	Item 15
r. Records and reports	Article XI and Sections 3.5, 5.1.4, 13.3, 14.1.5, and 14.4 of Franchise Agreement; Sections 5.2.2, 5.2.3 and 5.2.4 of Area Development Agreement	Items 6, 8, and 17
s. Inspections and audits	Sections 10.3.11, 11.4, 11.5, and 16.6 of Franchise Agreement; Sections 5.2.4 of Area Development Agreement	Items 6 and 11
t. Transfer	Article XV of Franchise Agreement; Article VIII of Area Development Agreement	Items 6 and 17
u. Renewal	Article II of Franchise Agreement	Items 6 and 17
v. Post-termination obligations	Article XVI of Franchise Agreement; Article X of Area Development Agreement	Item 17
w. Non-competition covenants	Article XVII of Franchise Agreement; Article XI of Area Development Agreement	Item 17
x. Dispute resolution	Articles XXV and XXVI of Franchise Agreement; Article XIX of Area Development Agreement	Item 17

Item 10

FINANCING

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

Item 11

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

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

PRE-OPENING OBLIGATIONS

Before you open a Smoothie King Business and as you begin development of your development area, Smoothie King will provide assistance with pre-opening obligations as stated below.

Site Location Assistance and Approval: Smoothie King will provide you with general site selection criteria and guidance in the selection of an acceptable site. You alone must locate an acceptable

site for the Unit. Smoothie King may recommend a real estate broker, if Smoothie King knows a broker in your area. You are not required to accept Smoothie King's recommendation, and you may contract with any real estate broker you choose. Smoothie King will evaluate and approve the location for the Unit if it meets Smoothie King's site criteria (Franchise Agreement—Section 4.1.2; Area Development Agreement—Section 5.1.1).

Review of Lease: Smoothie King will review the lease for the location of the Unit to ensure that provisions Smoothie King requires are included in the lease and that the terms of the lease are acceptable to Smoothie King. You alone must negotiate the business and financial terms of your lease and should have a local real estate attorney represent you in the negotiation (Franchise Agreement—Section 4.1.2). The Smoothie King Lease Rider (Attachment F to the Franchise Agreement) is required as an addendum to your lease agreement.

Plans and Specifications: Once Smoothie King receives as-built drawings (usually provided by the landlord or his architect), Smoothie King will prepare design documents which include: equipment, furnishings, decor and signs identified with Smoothie King Businesses and approved suppliers and specifications for products and supplies (Franchise Agreement—Section 4.1.1; Area Development Agreement—Section 5.1.1). You must supply to Smoothie King a site plan of the center in which the Unit will be located, a floor plan of the leased space, elevations of the building (front, side, and rear), and other drawings and information we may require.

Review of Final Site and Construction Plans: You must submit your final localized architectural plans to Smoothie King, who will review your final site plans and construction plans to ensure they comply with System construction standards and specifications (Franchise Agreement—Section 4.1.3; Area Development Agreement—Section 5.1.1).

Manuals: Smoothie King will provide electronic access to each of the Manuals (Franchise Agreement—Section 4.1.6). The table of contents of the Manuals is attached to this disclosure document as Exhibit H. The total number of electronic pages in the Manuals is estimated to be 858 pages.

Training: Smoothie King will train you and your manager to operate the Smoothie King Business (Franchise Agreement—Section 4.1.4). This training is described in detail later in this Item.

Other Resources and Assistance: Smoothie King will provide other resources and assistance as Smoothie King deems appropriate in opening the Unit, including assistance by Smoothie King's personnel or its agents (Franchise Agreement—Sections 4.1.8 and 4.1.9; Area Development Agreement—Section 5.1).

Form of Franchise Agreement: If you sign an Area Development Agreement, Smoothie King will provide you with Smoothie King's then-current franchise agreement for use by you in exercising your options under your Area Development Agreement (Area Development Agreement—Section 2.2).

OPENING/POST-OPENING OBLIGATIONS

During the operation of the Smoothie King Business, Smoothie King will provide assistance with opening/post-opening obligations as stated below.

On-Site Assistance: Smoothie King will provide you with on-site assistance upon the opening of the Smoothie King Business for Units 1-3. During the opening of the Unit, Smoothie King will provide at least one Smoothie King representative to you at the Unit location to facilitate the opening of the Unit. The number of days of this on-site visit will vary, but a Smoothie King representative will normally be on-site up to 5 days (Franchise Agreement—Section 4.1.5).

Marketing and Advertising Guidance and Approval: Smoothie King will provide you with a Marketing Manual and periodically provide you with materials and advice to support your marketing and advertising efforts (Franchise Agreement—Sections 4.1.6 and 4.1.7). Smoothie King will also approve or disapprove all advertising and promotional materials you propose to use (Franchise Agreement—Section 12.4). Advertising is explained in more detail below.

Consultation: You may contact Smoothie King representatives on a periodic or as-needed basis to receive consultation and guidance concerning the operation of your Business (Franchise Agreement—Section 4.1.8). Smoothie King will also provide information to you about changes and modifications to the System and Manuals, advertising and marketing activities, and provide you with forms for required reports you must submit to Smoothie King. Smoothie King will periodically, as it considers necessary, inspect your supplies, merchandise, methods of service and merchandising and speak with you to ensure you are complying with your agreements, Manuals and the required standards established for the System (Franchise Agreement—Section 10.3).

Advanced Training: Smoothie King periodically will, as it deems necessary, provide you with advanced training in operating the Unit (Franchise Agreement—Section 4.1.4).

New Products and Services: Smoothie King will evaluate and consider for approval the products or services you submit for approval for use in the Unit (Franchise Agreement—Sections 10.3.5 and 10.3.6).

Other Resources and Assistance: Smoothie King will provide you with other resources and assistance, which may be in the form of newsletters, bulletins, brochures, digital manuals, and reports on Smoothie King's policies, research, developments, and other resources and assistance as may be offered to all franchisees (Franchise Agreement—Section 4.1.9; Area Development Agreement—Section 5.1.1 (b)).

SITE SELECTION METHODS

The franchise is granted for a specific location. Smoothie King will approve an area for you to search for a location. You must locate a site for your Unit that Smoothie King will consent to. Smoothie King's consent will not be unreasonably withheld. Smoothie King will evaluate your proposed location(s) within 30 days after Smoothie King receives a fully completed site package, as described in the Manuals or as Smoothie King may otherwise provide in writing. Factors considered by Smoothie King in reviewing and accepting proposed sites include population density, demographics, visibility, size of the space, rent, available parking, traffic count and patterns, ease of access, economic and population growth trends, the market penetration of Smoothie King Businesses and proximity to other businesses, including other Smoothie King Businesses. Smoothie King also considers whether the lessor will agree to the Smoothie King permitted use language and other required lease provisions. If Smoothie King determines that the location is not acceptable at that time or is too close to another Smoothie King Business, Smoothie King will not consent to the proposed site and you must locate a new site for the Unit. If Smoothie King and you cannot agree on a site for the Unit, Smoothie King may terminate the Franchise Agreement.

Smoothie King considers all sites a Traditional location unless Smoothie King approves the location, in writing, as a Non-Traditional location. Traditional locations are not determined by size and may or may not carry a full line of Smoothie King products. Examples of these locations may include strip centers, store fronts, and other locations with street access or medium to high population density in the trade area.

In certain situations, Smoothie King may offer franchises for Non-Traditional locations. If permitted, you may establish a Unit in a Non-Traditional location. Non-Traditional Units are typically

located within a Captive Facility. Examples of Non-Traditional locations include enclosed shopping malls, arenas, convention centers, airports, movie theaters, health clubs, hospitals, military bases, grocery stores and similar environments.

Non-Traditional locations are not determined by size, potential sales volume or whether you are sharing space with another concept and may or may not carry a full line of Smoothie King® products. Smoothie King has the sole and absolute discretion to determine whether to approve a Non-Traditional location.

The typical length of time between the signing of the Franchise Agreement or the first payment of any consideration for the franchise and the opening of a Smoothie King Business at Traditional and Non-Traditional locations are 6 to 12 months. Factors affecting this length of time include identification of a satisfactory site, lease negotiations, financing, zoning, building and other permits, construction delays (weather, labor, materials), and delivery and installation of equipment and signs. Problems or delays caused by any of these factors could delay the opening of the Unit.

Failure to (i) enter into a fully executed and binding lease or acquire property for the specific purpose of constructing a building for the Franchised Business within 9 months from the effective date of your Franchise Agreement, or (ii) open for business within 12 months from the effective date of your Franchise Agreement each constitutes a default of the Franchise Agreement. (Franchise Agreement—Sections 1.4, 14.4.4 and 14.5).

Under our current policy, which we may change at any time, if you are a new franchisee and wish to open 2 total Units, you will be required to sign all such Franchise Agreements on the same date, and:

- For the second such Franchise Agreement, you will be in default if you fail to (i) enter into a fully executed and binding lease or acquire property for the specific purpose of constructing a building for the Franchised Business within 15 months from the effective date of such Franchise Agreement, or (ii) open for business within 24 months from the effective date of such Franchise Agreement.

If you enter into an Area Development Agreement, Smoothie King and you will have agreed to a Development Area and a Development Schedule which identify the number of Units you will develop, and the time frame and area in which the Units will be developed. In order to exercise your option to open an additional Unit under the Area Development Agreement, you must be in compliance with any Franchise Agreement and other agreements you have with Smoothie King and our subsidiaries and affiliates; any Units owned by you must be and have been operated in compliance with the Operations Manual; and you must execute each Franchise Agreement for an additional Unit at least 4 months before each particular Unit must be open and in operation under the Development Schedule or before the beginning of the site selection process, whichever occurs first. The Area Development Agreement automatically terminates on the date that the last Unit is scheduled to open according to the Development Schedule.

MANUALS

The table of contents of all Manuals as of the issuance date of this disclosure document, is attached to this franchise disclosure document as Exhibit H. You must promptly comply with the Manuals, which describe Smoothie King's comprehensive operating system, including a standardized design, décor, equipment system, color scheme, style of signage, uniform standards, specifications and procedures of operation, quality and uniformity of product and services offered. The provisions of the Manuals are reasonable, necessary and essential to the image and success of all Smoothie King Businesses. The Manuals contain Smoothie King's mandatory operating standards as well as suggested "best practices," specifications and procedures for the operation of a Smoothie King Business. Changes in the standards,

specifications and procedures may become necessary and you must comply with these modifications, revisions and additions to the Manuals.

TRAINING PROGRAMS

The content of our training programs is described below.

Subject	Hours of Classroom Training	Hours of On The Job Training	Location
Orientation/Pre-Opening[1]	6	None	Smoothie King corporate office in Coppell, Texas, or another location we designate or virtual
Management Training[2]	60–80	80–120	Smoothie King corporate office in Coppell, Texas and Unit in Dallas, Texas, or another location we designate or virtual
Field Training[3]	8-16	20-120	Your Smoothie King Unit

(1) Orientation and Pre-Opening: You must attend Smoothie King's orientation and pre-opening training program as soon as reasonably possible after signing your Franchise Agreement and before beginning site selection. This program is mandatory and held at Smoothie King's corporate office in Coppell, Texas or another location we designate, or virtually, and is scheduled as needed. It is designed to introduce you to the System, provide you with instructions to access its online digital pre-opening Manual and educate you to efficiently manage your site selection, marketing and pre-opening activities (see Exhibit H). You may or may not be required to attend orientation and pre-opening training for Non-Traditional locations if you are an existing franchisee.

(2) Initial Management Training: You must attend and complete, to Smoothie King's satisfaction, the initial management training program before you open a Unit or acquire an existing Unit. Smoothie King's initial management training program is mandatory for all franchisees and managers and conducted approximately every 4-6 weeks, depending upon the number of attendees, at our corporate office in Coppell, Texas and a Unit in the Coppell, Texas area, virtually, or another location we designate. You must attend the program after you complete site selection and within a reasonable time before your scheduled opening date. All permits must be in place before attending training. The initial management training course is up to 20 days, averaging 8 hours per day plus additional homework assignments. Instructional materials will include online training modules, the Manuals and actual products, books, and equipment. You must attend and complete a ServSafe Food Protection Manager Certification Examination course or ServSafe Food Handler Certification course. You must attend and complete a ServSafe course provided by a reputable third-party supplier in your local area.

(3) Field Training: Smoothie King will send one Smoothie King representative to the Unit location, at no cost to you, for on-site training and assistance when you open the Unit, provided the Unit is your first, second or third Unit. The length

of time the representative is on-site may vary, but it is expected to be up to 5 days. On-site training and assistance will include additional blending training, training of personnel, purchasing and inventory management, product promotion and merchandising, bookkeeping and reporting management, analysis of sales and product mix and other matters necessary to the opening and operation of the Unit.

Smoothie King may require any of your principals or employees who become actively involved in managing the Unit to attend and satisfactorily complete the required training programs.

If you are a Developer, Smoothie King may require you or any of your principals or employees who are actively involved in developing the area for your Smoothie King Businesses to attend and satisfactorily complete the training programs Smoothie King designates as mandatory.

You must pay all costs and expenses you and your employees incur in attending training programs. This applies for both mandatory and optional training programs. Smoothie King currently provides most of the materials. Up to two people may attend the initial training program at no charge. If you want more than two people to attend the initial training program, you must pay us up to $1,500 per person. There is currently no fee for any other mandatory or optional training program. Smoothie King may; however, charge a reasonable fee in the future for training courses offered after the Unit opens.

Katherine Meariman is Smoothie King's Vice President of Operation Services, Training, and Education. Ms. Meariman has been employed with Smoothie King since 1998 and has over 15 years of leadership experience and expertise in Operations, Marketing, Training & Administration. Other individuals in our Operations, Marketing and Purchasing/Distribution Departments may participate in training. We seek to ensure that all instructors will (i) have at least 1 year of experience in the subject that they teach and have been employed by Smoothie King for at least 6 months, or (ii) have at least 5 years' experience in the subject they teach.

Any training provided by Smoothie King to any of your employees will be limited to training or guiding the employees regarding the delivery of approved services to guests in a manner that reflects the guest and client service standards of the System. You are, and will remain, the sole employer of your employees during all training programs, and you are solely responsible for all employment decisions and actions related to your employees. You must ensure that your employees receive adequate training.

ADVERTISING

National Marketing Fund: Smoothie King operates a national marketing and promotional fund ("National Marketing Fund") to advertise and promote Smoothie King Businesses. The National Marketing Fund was formerly known as the "System Fund." You will pay Smoothie King a "National Marketing Fee" based on a percentage of your monthly Gross Sales. The National Marketing Fee currently is 3% of monthly Gross Sales. Smoothie King may increase the National Marketing Fee to an amount not to exceed 5% of monthly Gross Sales upon 60 days' prior written notice to you. Smoothie King will deposit the National Marketing Fee in the National Marketing Fund. All franchisees must pay the National Marketing Fee. Company affiliate-owned Units, in lieu of contributing to the National Marketing Fund, are contributing 3% of monthly Gross Sales towards advertising for the Smoothie King Center located in New Orleans, Louisiana, with Smoothie King currently paying all other costs associated with naming rights to the Smoothie King Center. Certain franchisees or licensees under past versions of signed franchise or license agreements may pay a National Marketing Fee based on a different percentage of Gross Sales or may pay no amount. In addition, due to market conditions and location, certain franchisees or licensees with major food service organizations or atypical locations may be required to contribute a lesser or no amount to the National Marketing Fund. Smoothie King will at its sole discretion determine whether a location will be

exempted from the National Marketing Fund. Outside vendors and suppliers may contribute to the National Marketing Fund in exchange for promoting their products or using their services. These agreements are negotiated on an individual basis as the opportunity arises by Smoothie King or a representative of the National Marketing Fund (Franchise Agreement—Article XII).

Smoothie King currently maintains and administers the National Marketing Fund. Smoothie King will direct all advertising, promotional and marketing programs with sole discretion over the concepts, materials, and media used in the related programs and their placement allocation media purchases. Smoothie King has a National Franchise Advisory Council ("FAC") made up of franchisees elected by the franchisee community. The FAC serves in advisory capacity only and may provide input on advertising programs and policies. Smoothie King has the power to form, dissolve or change the FAC at any time. Smoothie King has no other advertising council composed of franchisees. The National Marketing Fees collected are intended to maximize general public recognition and acceptance of the Proprietary Marks and the overall brand awareness of the Smoothie King name for the benefit of the System. In administering the National Marketing Fund, Smoothie King is not obligated to ensure that you or any particular franchisee benefits directly or on a prorated basis from expenditures by the National Marketing Fund. Smoothie King does not have to spend any amount on advertising in your area. Smoothie King will not use any of the National Marketing Fund primarily to advertise the sales of new franchises.

The National Marketing Fund will be used exclusively to meet costs of administering and preparing advertising, promotional and marketing activities. These costs may include creating, producing, placing, and conducting television, radio, internet, and print advertising campaigns; creating, producing, and distributing promotional materials for use in Smoothie King Businesses, such as signs and posters, direct mail, promotional brochures, and outdoor billboard advertising; marketing surveys and research; public relations activities; and employing advertising agencies and consultants. Smoothie King currently engages outside marketing, advertising and graphic design companies to perform and coordinate most of the marketing and advertising activities listed above for Smoothie King. In the year ended December 26, 2022, the National Marketing Fund was used as follows: media (38%); production (4%); point of purchase materials, including menu boards (8%); agency fees (11%); and other (39%).

All amounts you pay into the National Marketing Fund will be accounted for separately. Smoothie King will be reimbursed for reasonable administrative costs and overhead incurred in administering the National Marketing Fund. At your request, Smoothie King will provide you with an annual unaudited statement of the receipts and disbursements of the National Marketing Fund for the most recently completed calendar year. Smoothie King anticipates that all contributions to and earnings of the National Marketing Fund will be spent during the taxable year in which the contributions and earnings are received. If any amounts in any National Marketing Fund are not spent during the current year, they will remain in the National Marketing Fund for use in the following year.

Regional Fund: Smoothie King operates a regional promotional and marketing fund (the "Regional Marketing Fund") in the region in which the Unit is located. You will pay to Smoothie King, for deposit in the Regional Marketing Fund, a "Regional Marketing Fee." The Regional Marketing Fee is currently 2% of monthly Gross Sales. Smoothie King will determine the amount of the Regional Marketing Fee and reserves the right to increase such fee upon 60 days' prior written notice, to an amount not exceeding 2% of your monthly Gross Sales. Any contribution to the Regional Marketing Fund will be credited towards your local marketing requirement described below. As a result, we will not require you to spend more than 2% of Gross Sales on local or regional marketing, including the Regional Marketing Fund or approved local marketing efforts. Except as described below, all franchisees in each region generally will contribute the same percentage to the Regional Marketing Fund. Certain franchisees or licensees under past versions of signed franchise or license agreements may pay a different percentage of Gross Sales or no amount. In addition, due to conditions and location, certain franchisees or licensees with

major food service organizations or atypical locations may be required to contribute a lesser or no amount to the Regional Marketing Fund. Smoothie King reserves the right to determine, in its sole discretion, whether a Unit will be exempted from the Regional Marketing Fund.

Smoothie King maintains and administers each Regional Marketing Fund, and will direct all advertising, promotional and marketing programs with sole discretion over the concepts, materials, and media used in the related programs and their placement allocation media purchases. In administering each Regional Marketing Fund, Smoothie King is not obligated to ensure that you or any particular franchisee benefits directly or on a prorated basis from expenditures by the Regional Marketing Fund. Smoothie King will not use any portion of the Regional Marketing Funds primarily to advertise the sales of new franchises. Below is a list of all current Regional Marketing Funds and how the Regional Marketing Fund contributions were spent in the year ended December 26, 2022:

Regional Marketing Fund	Percentage Spent on Media	Percentage Spent on Print, Influencers, sponsorships and Other Miscellaneous Expenses
Atlanta	75%	25%
Albany	0%	100%
Austin	93%	7%
Baltimore	100%	0%
Baton Rouge	30%	70%
Biloxi	39%	61%
Birmingham	56%	44%
Charlotte	98%	2%
Cincinnati	88%	12%
Columbus	54%	46%
Chicago	57%	43%
DC	100%	0%
Florida	97%	3%
DFW	66%	34%
Houston	89%	11%
Indianapolis	88%	12%
Kansas City	66%	34%
Jackson	70%	30%
Jacksonville	94%	6%

Regional Marketing Fund	Percentage Spent on Media	Percentage Spent on Print, Influencers, sponsorships and Other Miscellaneous Expenses
Memphis	81%	19%
Miami Ft. Laud	100%	0%
Michigan	45%	55%
Mid-Atlantic	100%	0%
Midwest	78%	22%
Mobile-Pensacola	86%	14%
Nashville	88%	12%
New Orleans	86%	14%
Northeast	100%	0%
Philadelphia	99%	1%
Prairie States	62%	38%
Raleigh	100%	0%
San Antonio	50%	50%
South	77%	23%
South Central	85%	15%
St. Louis	88%	12%
Tampa	100%	0%
West	84%	16%

The Regional Marketing Fund will be used exclusively to cover costs of administering and preparing advertising, promotional and marketing activities for use in each designated region. These costs may include creating, producing, placing, and conducting television, radio, internet, and print advertising campaigns; creating, producing, and distributing promotional materials for use in Smoothie King Businesses, such as signs and posters, direct mail, promotional brochures, and outdoor billboard advertising; marketing surveys and research; public relations activities; and employing advertising agencies and consultants. Smoothie King engages outside marketing, advertising and graphic design companies to perform and coordinate most of the marketing and advertising activities listed above for Smoothie King.

All amounts you pay into a Regional Marketing Fund will be accounted for separately. Smoothie King will be reimbursed for reasonable administrative costs and overhead incurred in administering the Regional Marketing Fund. At your request, Smoothie King will provide you with an annual unaudited statement of the receipts and disbursements of the Regional Marketing Fund for the most recently completed calendar year. Smoothie King anticipates that all contributions to and earnings of the Regional

Marketing Fund will be spent during the taxable year in which the contributions and earnings are received. If any amounts in the Regional Marketing Fund are not spent during the current year, they will remain in the Regional Marketing Fund for use in the following year.

Local Marketing Cooperatives: Smoothie King does not require you to participate in a local marketing cooperative.

Local Advertising: If you operate a Non-Traditional Unit, you must spend the grand opening expenditure of (i) $7,500 for new Units, (ii) $5,000 for relocated Units, and (iii) $2,500 for transferred Units on grand opening advertising between the four-week period before opening and within 3 months after opening the Unit. If you operate a Traditional Unit, you must spend the grand opening expenditure of (i) $15,000 for new Units, (ii) $10,000 for relocated Units, and (iii) $5,000 for transferred Units on grand opening advertising between the four-week period before opening and within 3 months after opening the Unit. You must pay the grand opening expenditure to approved suppliers. Within 90 days after your Unit opens, you must submit a single report with receipts showing the total grand opening expenditures incurred. If you fail to provide the required reports, you must pay to Smoothie King the difference between the required grand opening expenditure and the amount that you reported to Smoothie King. Smoothie King will deposit such amount into the Regional Marketing Fund for the area where the Unit is located, or to the National Marketing Fund if the Unit is not in an area covered by a Regional Marketing Fund. The grand opening expenditure will not be credited towards your local advertising and promotional activities described below.

In addition, you must spend a minimum of 2% of annual Gross Sales on local marketing activities. Any amounts you contribute to a Regional Marketing Fund will be credited towards this local marketing requirement.

All advertising, promotional and marketing activities that you conduct in your local market area will be subject to the prior approval by Smoothie King. You must submit to Smoothie King all local advertising, promotional and marketing plans and samples of all local advertising materials not prepared or previously approved by Smoothie King. If you do not receive written disapproval within 15 business days after the date of receipt by Smoothie King, your plans and materials will be deemed approved. If any plans or materials previously approved by Smoothie King are later disapproved, you must discontinue their use promptly upon notice from Smoothie King.

COMPUTER SYSTEMS

Computer and POS System: Smoothie King requires use of the Smoothie King POS System (the "Smoothie King POS System"). You will obtain both the hardware and proprietary software through our approved supplier. You will be required to sign an agreement with our designated vendor adopting the hardware and software terms of use contained in the Smoothie King master agreement. You may also be required to pay fees to third-party vendors for hardware technical support. You must use an installation company approved by Smoothie King for the initial POS implementation.

Smoothie King requires the use of certain brands, types, makes, and/or models of communications, computer systems, and hardware be used by the Franchised Business, including: (i) back office systems and the POS System, mobile devices, data, audio, video, and voice storage, retrieval, and transmission systems for use at the Franchised Business and between Smoothie King, its designee, and you; (ii) physical, electronic, and other security systems; (iii) printers or other peripheral devices; (iv) archival back-up systems; (v) speed of service measuring systems; and (vi) internet access mode (e.g. form of telecommunication connection) and speed (collectively, the "Computer System"). Smoothie King requires that you have an in-store business computer and printer. All software must meet the technical and security

standards and specifications that we require for front of the house or back office software programs. You must conform to our technical and security standards which include software version updates, operating system updates, hardware upgrades, security broadband internet connectivity, and others. You may not install any software programs which are not approved by Smoothie King on your Unit's Computer System, including the POS System. You must have broadband/high speed internet access within your Unit with a minimum download speed of 25Mbps and upload speed of 10Mbps. You are responsible for maintaining all security standards associated with the Unit's local network. You must participate in Smoothie King's data security program which includes a managed firewall and 4G failover. Additional Network devices such as cabling, firewalls, switches and modems may be required. You will be required to use Smoothie King's official payment card processor and gateway. You will be required to maintain POS network software updates, Windows operating system updates, Anti-Virus, Malware and any network device firmware. You must meet those standards defined by the Payment Card Industry's ("PCI") Security Standards Council which can be found via the following web address: https://www.pcisecuritystandards.org/pci_security/maintaining_payment_security. You must comply with the FTC's Fair and Accurate Transactions Act.

To process credit cards, you must be certified PCI compliant. To be certified compliant, you must submit a passing PCI Vulnerability Assessment Scan report along with a copy of the most recent version of SAQ (as required by PCI Council regulations) before opening your Unit and at the frequency required in the current version of the PCI DSS standards. Scans and tools to assist with filing of the SAQ are a part of the Smoothie King data security program in which you are required to participate. Smoothie King reserves the right to terminate your franchise agreement and/or suspend credit card processing at any Unit which does not comply with the current PCI compliance requirements. We estimate that the cost to set up and maintain your PCI compliant certification will be up to a $100 monthly fee.

The Computer System will aid in collecting data, provide intelligent reporting and inventory control, aid in the communication between franchisees and us, and provide access to information. The Computer System has an up-front cost of approximately $9,100 to $19,000 for hardware and installation services. The proprietary software and data security program currently costs approximately $225 to $265 per month. In addition, we require that you pay a technology fee, which is currently $200 per month. We will have unlimited independent access to your Unit systems data (Franchise Agreement – Section 10.3.14). We will provide you with specifications and initial training on your Computer System, but Smoothie King is not obligated to assist you in obtaining the items described in this paragraph. You may be required to pay for all future updates, licensing fees, supplements and modifications to the proprietary software and the Computer System. There are no contractual limitations on the cost or frequency of your obligation to update or upgrade any system. Smoothie King currently estimates that the annual cost of any optional or required maintenance, updating, upgrading or support contracts is less than $2,000 per year but this amount may increase as software and computer hardware systems are updated, added or changed.

Intranet: You must participate in the Smoothie King® intranet system ("Intranet"). (Franchise Agreement—Section 10.3.13). Through the Intranet, you can access portions of our Manuals, training materials, corporate forms and news articles, as well as participate in discussion forums and training programs. Smoothie King doesn't charge a fee for your participation in the Intranet. We will have independent access to the information and data that is electronically generated. We also reserve the right in the future to require you to install computerized management systems meeting our standards, as modified periodically in response to business, operations and marketing conditions.

Restrictions on Franchisee's Use of Electronic Media: Smoothie King restricts your right to use all electronic media including the internet in operating your Unit. You cannot conduct business over the internet or create your own website with which to conduct business without Smoothie King's express written

consent. You must comply with Smoothie King's policies and restrictions respecting the use of social media or related social networking applications in connection with the operation of your Unit.

Smoothie King's Obligations Under the Area Development Agreement: If Smoothie King and you enter into an Area Development Agreement, Smoothie King and you will sign one Franchise Agreement at the time the Area Development Agreement is signed, unless you are an existing franchisee, in which case you will sign the first Franchise Agreement under the Area Development Agreement at least 4 months before your Unit is scheduled to open or before the beginning of the site selection process, whichever occurs first. Except as described above, Smoothie King's obligations under the Franchise Agreement apply to Units developed under an Area Development Agreement. Each time Smoothie King and you sign another Franchise Agreement, Smoothie King's obligations are activated for the new Unit to be established. Except as described above, Smoothie King does not have separate obligations under the Area Development Agreement.

Item 12

TERRITORY

Area Development Agreement: Smoothie King may award you the development rights to develop a certain number of Units in a designated geographical area ("Development Area") if you meet Smoothie King's qualifications to become an area developer. If you are awarded a Development Area, Smoothie King will not locate any company affiliate-owned Units or award a franchise to any person other than you to locate a Unit in your Development Area for the term of your Area Development Agreement. Smoothie King may establish, operate or grant a franchise or license to others to operate Units under the System and Proprietary Marks at any Non-Traditional location within the Development Area at any time. Smoothie King may also license or sell, at both wholesale and retail, product or service lines that are being sold in Units under the same or similar Proprietary Marks or any other proprietary marks at any location or distribution point within and outside the Development Area, including through ghost kitchens or cloud kitchens at any time. (Area Development Agreement—Section 1.2).

The Development Area is described by a written description or map in an attachment to your Area Development Agreement and shows the metropolitan area, zip codes, cities, counties or other political subdivisions or market areas designated by physical boundaries like streets, highways or physical landforms, and is usually determined by density of population, demographics and number of projected trade areas available in the Development Area. The number of Units you must open in the Development Area is determined by the Development Schedule to which you and Smoothie King agree and is based on the density of population, demographics and number of projected trade areas available in your Development Area. "Trade Area" is generally defined as a geographic area with a population and business base that meets the demographic Trade Area guidelines for a Unit. A typical Trade Area guideline would be a commercial development which includes retail shopping centers having a minimum population of 20,000 within a 3-mile radius and a mix of residences and businesses. However, each Trade Area is different, and whether a location will be approved in a particular Trade Area depends upon the factors discussed in Item 11 under Site Selection Methods. You must investigate your prospective development area to confirm the number of projected trade areas available before signing your Area Development Agreement.

You must enter into new franchise agreements and open your designated number of Units at Traditional locations in your Development Area by the dates agreed upon in your development schedule ("Schedule"). Opening Units at Non-Traditional locations in your Development Area do not count towards fulfillment of your Schedule unless specially agreed upon in advance and in writing by Smoothie King. The fees for developing multiple Units are discussed in Item 5. You must also meet other conditions provided in your Area Development Agreement, including complying with all material terms and

conditions of your Franchise Agreements and other agreements with Smoothie King; operating your other Units in compliance with the Smoothie King Confidential Operations Manual; notifying Smoothie King in writing of your desire to purchase an additional franchise and signing the then-current standard franchise agreement and other related documents; and paying the required franchise fee (see Item 17 and Area Development Agreement—Sections 3.1.1, 3.1.2 and 3.1.3). If you fail to have your designated Units open in the Development Area in accordance with the Schedule or fail to meet other conditions of your Area Development Agreement, Smoothie King may terminate your Area Development Agreement (see Item 17 and Area Development Agreement—Article IX). Your Area Development Agreement automatically terminates on the date that the last Unit is scheduled to open according to the Schedule.

Your Development Area is not dependent upon achievement of a certain sales volume, market penetration or other contingency or circumstances other than as described above.

You will not receive an exclusive territory under your Area Development Agreement. You may face competition from other franchisees, from Units that Smoothie King owns or from other channels of distribution or competitive brands that Smoothie King controls.

Franchise Agreement: You can operate a Unit only from a specified location we approve. Smoothie King may designate a general geographic area ("General Area") solely to limit the area within which you may seek a site location for your Unit. Until you have secured a lease and a protected territory is designated, Smoothie King may establish franchised or company affiliate-owned Units at any time in your General Area that may compete with the Unit that you operate and may limit your ability to seek a site in certain parts of your General Area. Smoothie King also may grant development rights to others that may limit you from seeking a site in all or any part of your General Area.

Once you have secured your lease for a Unit for a Traditional location, Smoothie King will designate a geographical area surrounding the Unit (the "Protected Territory"). Subject to the following, Smoothie King will not establish or operate a Unit, nor grant a franchise to any person other than to you to establish or operate a Unit in the Protected Territory.

The Protected Territory will be defined by identifiable boundaries and include a business, seasonal and/or residential population count of approximately 15,000 people, based upon our site selection data available at that time. The boundaries of the Protected Territory may be established, at our sole discretion, to match the population criteria, street or walk by traffic patterns and natural geographic features, such as bodies of water, interstate highways and other features that normally define guest trip patterns. The Protected Territory may include a business, seasonal and/or residential population count of less than 15,000 people where there is less than 15,000 people within a 2-mile natural trade area of the location, based upon the criteria above, such as in suburban, rural, or beach communities (Franchise Agreement—Sections 1.5 and 8.3.4).

Your Protected Territory is not an exclusive territory. We may operate or grant a franchise or license to others to operate Units at any Non-Traditional location. You may face competition from other franchisees, from outlets Smoothie King owns or from other channels of distribution or competitive brands that Smoothie King controls.

If you operate a Smoothie King from a Non-Traditional location, you will not receive a Protected Territory and will not have any protectable rights to an area or Protected Territory.

Smoothie King also may license or sell, at both wholesale and retail, product or service lines that are being sold in Units under the Proprietary Marks or other marks, at any location or through other channels

of distribution, within or outside the Protected Territory, including through ghost kitchens and cloud kitchens, at any time (Franchise Agreement—Sections 1.5 and 8.3.4).

Smoothie King may locate a Unit, whether company affiliate-owned, franchised, licensed or otherwise at any location we deem appropriate if you do not receive a Protected Territory (Franchise Agreement Addendum for Non-Traditional Locations—Sections 1 and 3).

Smoothie King may establish, operate or grant a franchise or license to others to operate Units at any location outside of your Protected Territory. Smoothie King may license or sell, at both wholesale and retail, product or service lines that are being sold in Units, including the Unit you operate, under the same or similar Proprietary Marks or any other proprietary marks, at any location or distribution point within and outside your Protected Territory (Franchise Agreement—Section 8.3.4).

Upon renewal of your Franchise Agreement, however, Smoothie King has the option of redefining the boundaries of your Protected Territory, based on the criteria listed above (Franchise Agreement—Section 2.2.8).

You will not have a right of first refusal to purchase an additional franchise in any area. Smoothie King is not obligated to contact you before granting area development rights or a franchise in your General Area. If you desire to obtain expansion rights to an area, you should consider applying to Smoothie King for the development rights to that area and enter into an Area Development Agreement. To the extent Smoothie King may consider granting additional franchises, you will not be considered for any franchise opportunity unless you are in good standing under each of your other Smoothie King Franchise Agreements.

Relocation of the Unit requires the prior written consent by Smoothie King. Prior to providing such consent, you must submit to us the new proposed location and obtain our written acceptance of the relocation to the proposed location. The new proposed location must be within the Protected Territory. As a condition to any approval of the relocation, you must be in compliance with the Franchise Agreement and you must have the funds available to relocate the Smoothie King© Unit, construct a new Unit according to our then-current design standards and do so within a time period acceptable to us. You will be required to remove all signs, advertising materials, displays, and all other articles that contain the Proprietary Marks at the former location to effectively distinguish the former location from any other Smoothie King® business. We will have the right to (i) charge you a relocation fee of $2,500, (ii) charge you the then-current design fee for the new location; (iii) require you to pay an agreed upon minimum royalty during the period in which the Unit is not in operation (if any), (iv) require you to sign our then-current form of franchise agreement and any other documents we may request, including a general release in favor of us; and (v) spend a minimum of $10,000 in grand opening advertising when you relocate your Unit.

You may only offer products or services for retail sale from the premises of the Unit that you operate (Franchise Agreement—Section 10.3.4). You must obtain our prior approval for all advertising, promotional and marketing activities you conduct in your local market area and you cannot offer or sell products or services through alternative channels of distribution unless you receive our prior written consent. Smoothie King may require you to offer catering and delivery services through our designated provider.

There are no other restrictions in the Area Development or Franchise Agreement limiting activities of Smoothie King, you or other franchisees from advertising, marketing, soliciting sales or accepting orders within or outside your Protected Territory or in any other specified area or region. We are not required to pay you any compensation for soliciting or accepting orders from inside your Protected Territory. You do not have the right to use other channels of distribution, such as the internet, catalog sales, telemarketing or other direct marketing, to make sales outside your Protected Territory.

Although Smoothie King has no other plans to do so, Smoothie King reserves the right to establish alternative or other channels of distribution, including the internet, within your Protected Territory using Smoothie King's trademarks or different trademarks without any compensation to you. Smoothie King also reserves the right to establish alternative or other channels of distribution; and operate or offer franchises in businesses that sell goods or services similar to or competitive with yours under different trade names or trademarks.

There is no minimum sales quota.

Item 13

TRADEMARKS

Area Development Agreement: The Area Development Agreement is not a franchise or license agreement and does not grant you any rights to use Smoothie King's Proprietary Marks.

Franchise Agreement: Smoothie King identifies the System by means of certain trade names, Trade Dress, service marks, trademarks, and logos ("Proprietary Marks"). Smoothie King grants you the right to operate the Unit under the name and mark "SMOOTHIE KING®." Smoothie King may designate other Proprietary Marks to be used in the System. The principal Proprietary Marks, which you may use, are listed below. The following Proprietary Marks are registered on the principal register of the United States Patent and Trademark Office ("USPTO"):

MARK	REG. NO.	REG. DATE
SMOOTHIE KING	1840792	June 21, 1994
DESIGN ("CROWN")	2364537	July 4, 2000
SMOOTHIE KING & SPLASH CROWN DESIGN	4642119	November 18, 2014

All required affidavits and renewal registrations have been filed for the Proprietary Marks listed. Smoothie King also claims common law rights to all of its Proprietary Marks on the basis that these marks have been used in interstate commerce.

There currently are no effective material determinations of the USPTO, Trademark Trial and Appeal Board, the trademark administrator of any state or court, any pending interference opposition or cancellation proceeding or any material litigation involving the Proprietary Marks listed in this Item which are relevant to their use in a Smoothie King Unit.

There currently are no agreements in effect which significantly limit the rights of Smoothie King to use or license the use of its Proprietary Marks in any manner material to a Smoothie King Business.

Smoothie King will defend and hold you harmless from any claims of trademark infringement for the use of the Proprietary Marks if you promptly give written notice to Smoothie King and tender the full defense of the claims against you to Smoothie King. Smoothie King shall have complete control of the legal action and may settle the claims at any time without providing notice to you. Smoothie King will bear all costs of your defense. Smoothie King has taken and will take all steps reasonably necessary to preserve and protect the ownership and validity of the Proprietary Marks. You must sign any documents deemed necessary by Smoothie King or its counsel to obtain protection for the Proprietary Marks or to maintain their continued validity and enforceability. You may not contest the validity or ownership of the Proprietary Marks. If litigation involving the Proprietary Marks is instituted or threatened against you, you must

promptly notify Smoothie King and must cooperate fully with Smoothie King in defending or settling the litigation.

You cannot make any changes or substitutions to the Proprietary Marks or Trade Dress unless Smoothie King directs in writing. Smoothie King may modify or discontinue use of any Proprietary Mark or Trade Dress or use one or more additional or substitute trademarks or service marks. In such event, you will, at your expense, comply with such modification or substitution within a reasonable time after Smoothie King notifies you.

Smoothie King does not actually know of any superior prior rights or of any infringing uses that could materially affect your use or any Smoothie King franchisee's use of the principal Proprietary Marks in any State.

Item 14

PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

There are no patents that are material to the franchise. Smoothie King claims ownership of copyrights in the following Manuals on the Intranet under the Course Catalog: Team Member Fundamentals, Efficient Shift Management, Quarterly Promotions, Data Central, and other manuals. Smoothie King intends to claim ownership of copyright in any future manuals that are developed. Copyright applications have not been filed for any of the Manuals. The information contained in the Manuals is confidential and proprietary and part of Smoothie King's intellectual property. There are no other copyrights that are material to the franchise.

The Manuals and other materials Smoothie King possess contain Smoothie King's confidential information and intellectual property. This information includes recipes, ingredients or proprietary products, formulas, guest and supplier lists, product specifications and other information, knowledge, methods, techniques, marketing and promotional techniques, know-how, and systems and knowledge of and experience in the operation and franchising of Smoothie King Units You may not use Smoothie King's confidential information and intellectual property in an unauthorized manner either during or after the term of the Franchise or Area Development Agreement and must prevent its disclosure to others. For example, you may not duplicate any part of the recipe information or any Manuals, remove them from the Unit location or fail to return them to Smoothie King when the term of your Franchise Agreement is over. Information or techniques developed by you or your employees under the System or the operation of the Unit is deemed a part of Smoothie King's confidential information and intellectual property protected under your Agreement. You must obtain and file signed confidentiality agreements from all of your employees or agents who may have access to confidential information and intellectual property in a form satisfactory to Smoothie King.

There are currently no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. There are no agreements currently in effect, which significantly limit Smoothie King's right to use or authorize others to use the copyrighted materials. There are no infringing uses known to Smoothie King that could materially affect the use of the copyrighted materials in any state. Smoothie King is not required by any agreement to protect or defend copyrights or confidential information and intellectual property, although it intends to do so when it is in Smoothie King's best interests. Smoothie King may control any litigation that it participates in. You should notify Smoothie King of any claims or infringing uses of the copyrights or unauthorized use of confidential information. Smoothie King may modify the Manuals at any time. Smoothie King may require you to discontinue use of the information contained in the Manuals at any time as long as we provide you with alternative information or techniques if this information is critical to the Unit operations.

Item 15

OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Participation in Business: As a Smoothie King franchisee, you do not have to conduct on-premises supervision or personally participate in the direct operation of the Unit. Smoothie King recommends; however, that you are actively involved in the operation of the Unit, as personal participation may enhance the likelihood of operating successfully. The Unit that you develop and operate must at all times be under the direct, full-time, on-location supervision of you or a trained and competent employee acting as a full-time manager. If you (or your affiliates) operate 4 or more Units, then you also must have a district manager that oversees the operation of your Units. If you are a business entity, Smoothie King does not require that your manager(s) have an ownership interest in the business entity

Both the Unit manager and district manager (if applicable) must have satisfactorily completed Smoothie King's initial management training program. If at any time any manager changes, you must notify Smoothie King and designate a replacement manager within 30 days and have a designated interim manager during that time. Any managers must sign a confidentiality agreement to maintain the confidentiality of all confidential information and may have to sign a non-compete agreement.

Personal Guaranty

General Policy: If you are a business entity, each individual holding, directly or indirectly through one or more entities, 10% or greater of your ownership interests must personally guarantee your obligations under your Franchise Agreement or Area Development Agreement. If you have personally signed the Franchise or Area Development Agreement and wish to transfer your agreement to a business entity, you must enter into a personal guaranty regardless of your ownership interest in the business entity. A personal guaranty is attached to the Franchise Agreement as Attachment C.

Limited Guaranty Exception: Under our current policy, which we may change at any time, if you commit to developing 5 or more Units under the standard schedule for an Area Development Agreement, each individual required to enter into a guaranty may qualify, in lieu of the standard personal guaranty, for a limited guaranty equal to: (i) for up to 5 Units, $250,000; (ii) for 6 to 10 Units, $500,000; (iii) for 11 to 15 Units, $750,000; and (iv) for 16 or more Units, an amount at the discretion of Smoothie King's Chief Business Development Officer; provided that either:

- You are a business entity with a total net worth in excess of $5,000,000; or
- Such individual guarantor has (a) an individual net worth, or joint net worth with his/her spouse, excluding personal residence and retirement accounts, in excess of $1,000,000; and (b) joint annual income with his/her spouse in excess of $300,000 in each of the 2 most recent calendar years, provided that such individual and his/her spouse have a reasonable expectation of reaching the same joint income level in the current calendar year.

If an individual guarantor qualifies for a limited guaranty in accordance with this policy, then:

- Such individual guarantor must acquire, carry, and maintain (in addition to the standard insurance requirements) an umbrella insurance policy with minimum coverage of $5,000,000; provided that (a) such policy includes Smoothie King named as an additional insured by endorsement and requires 30 days' prior notice of cancellation or modification to Smoothie King, and (b) the limited guaranty will

automatically convert to an unlimited personal guaranty in the event that such policy is cancelled for any reason; and

- Such limited guaranty shall (a) exclude amounts due for attorneys' fees and related costs, any unauthorized use of Smoothie King's trademarks and other intellectual property, any breach of confidentiality or non-competition obligations, and any other non-monetary obligations; and (b) automatically increase in the guaranty amounts set forth in this Item 15 when you (or one of your affiliates) execute, pursuant to your Area Development Agreement, the sixth (6^{th}) franchise agreement, the 11th franchise agreement, and/or the 16th franchise agreement, as applicable.

Item 16

RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer and sell only those goods and services that Smoothie King has approved.

You must offer all goods and services at retail that Smoothie King designates as required for all franchisees, including new products or services that Smoothie King develops in the future. There are no limits on Smoothie King's right to change the types of goods and services or add new products or services. You may not offer or sell any other products or services without Smoothie King's prior written consent. You must follow all guidelines required by the laws of the state in which your Unit is located and as required by Smoothie King in the Manuals or otherwise. You must discontinue offering any products or services, whether or not previously authorized by Smoothie King, promptly upon written notice from Smoothie King. You must provide for equipment or other items reasonably necessary to support new products or services introduced to enhance the value of the System. You are not restricted as to guests to whom you may offer goods and services.

All Smoothie King Businesses must offer Smoothie King's proprietary line as designated in the Manuals or in other writings. Smoothie King designates the retail product lines and brands making up your initial inventory upon opening a Unit. In order to ensure that we have a more consistent product offering and guest experience, Smoothie King has developed a core inventory list of items. The core inventory consists of approximately 50 particular branded retail products. Beyond the core inventory, you may carry additional approved products. Units that do not have a retail area (e.g. drive thru Units and some Non-Traditional Units) are exempt from this requirement.

Smoothie King may periodically make suggestions to you regarding your pricing policies. You may decide whether or not to follow these suggestions. Smoothie King also has the right to establish minimum and maximum prices to be charged by you for the products and services you offer at the Franchised Business, but any exercise of that right will be specifically set forth in writing. You must honor all minimum and maximum prices Smoothie King establishes in accordance with this Section. Additionally, you must honor and offer all coupons, discounts, gift cards or gift certificates, or similar promotions Smoothie King designates. You may not offer coupons, discounts, gift cards or gift certificates, loyalty programs, mobile applications, online ordering capabilities or similar promotions that are not part of a system-wide promotion or program without Smoothie King's prior written approval. In addition, Smoothie King has the right to periodically establish minimum advertised prices for the products and services you offer at the Franchised Business. You must participate in Smoothie King's loyalty program, currently the Healthy Rewards program, and Smoothie King's gift card program.

Item 17

RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

These tables list important provisions of the franchise and area development agreements and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in Franchise or Other Agreement	Summary
a. Length of the franchise term.	Section 2.1	Traditional location—10 years. Non-Traditional location—10 years under addendum or less at your election if your lease term is less than 10 years.
b. Renewal or extension of the term.	Section 2.2	You may renew your agreement for 1 additional term of 10 years.
c. Requirements for you to renew or extend	Section 2.2	You must have a good record of compliance with the requirements of all Smoothie King Manuals and be in compliance with the Franchise Agreement; satisfy all monetary obligations to Smoothie King; give written notice; provide a current lease that shows evidence that franchisee has right to remain in premises; commit to upgrade your Unit pursuant to Smoothie King's plans and specifications; sign a General Release and sign a new Franchise Agreement (which may contain materially different terms and conditions than your original Franchise Agreement) and pay the renewal fee.
d. Termination by you	Not Applicable.	You may terminate the franchise agreement under any grounds permitted by state law.
e. Termination by Smoothie King without cause.	Not Applicable.	Smoothie King cannot terminate your franchise agreement without cause.
f. Termination by Smoothie King with cause.	Article XIV	Smoothie King can terminate your franchise agreement only if you default.

Provision	Section in Franchise or Other Agreement	Summary
g. "Cause" defined—curable defaults	Sections 14.2, 14.3, 14.4 and 14.5	You have 24 hours to cure: failure to allow Smoothie King to inspect your Business; violation of any law, regulation, order or system standard relating to health, sanitation or safety; or failure to maintain the required insurance; You have 10 days to cure non-payment of fees to Smoothie King or undisputed amounts owed to vendors, including taxing authorities and failing to observe mandatory standards, recipes, ingredients or procedures; You have 30 days to cure: failure to submit reports; failure to attend and complete the initial management training program to Smoothie King's satisfaction; failure to open the Unit for business within 12 months (subject to our current policy for new franchisees who wish to open 2 or 3 Units as described in Item 11); if you do not comply with the Franchise Agreement obligations or carry out its terms in good faith, and all other defaults; You have 60 days to cure failure to have a lease in place or to have acquired property within 9 months (subject to our current policy for new franchisees who wish to open 2 or 3 Units as described in Item 11).
h. "Cause" defined—non-curable defaults	Section 14.1	Non-curable defaults: insolvency, general assignment to creditors or file petition in bankruptcy; convicted of felony or liable in civil claim for practice that may have an adverse effect on the System; fail to comply with covenants not to compete; unauthorized disclosure of Manuals or confidential information; knowingly maintain false books or records or makes any material misrepresentation or omission related to the Franchise Agreement; abandonment of Unit; commit act that impairs goodwill or may become prejudicial of Proprietary Marks; failure to obtain Smoothie King's required consent and other non-curable breach; violation of immigration laws or loss of immigration status to operate Business; repeated defaults even if cured; failure to open your Unit within 24 months after you sign the Franchise Agreement; 2 or more defaults in 18 month period under any other agreement with us or our affiliates (except for operational defaults, which only applies if you fail to meet certain engagement metrics).

Provision	Section in Franchise or Other Agreement	Summary
i. Your obligations on termination/non-renewal	Article XVI	Obligations include immediately ceasing to operate the Unit; discontinue use of Proprietary Marks and Proprietary Software; cancel any assumed or fictitious name; return Manuals, other materials and confidential information and intellectual property; assign telephone numbers if requested; payment of amounts due; assign lease if requested; de-identify the Franchised Business; allow Smoothie King to purchase Unit assets at cost; maintain confidentiality of information (also see r. below). Termination of a Franchise Agreement may constitute a default under the terms of an Area Development Agreement between you and Smoothie King.
j. Assignment of contract by Smoothie King	Section 15.10	No restriction on Smoothie King's right to assign.
k. "Transfer" by you-definition	Section 15.1	Includes transfer of Franchise Agreement, assets or ownership interest.
l. Smoothie King's approval of transfer by franchisee	Section 15.5	You must obtain Smoothie King's consent to all transfers, except a transfer to an heir or beneficiary after your death or mental incapacity. Smoothie King will not unreasonably withhold approval as long as certain conditions are satisfied.
m. Conditions for Smoothie King approval of transfer	Article XV	You may transfer your interest to a corporation or other legal entity if you retain ownership of a majority of the total voting power. You may transfer to a third party if: Smoothie King does not exercise its right of first refusal; the transferee qualifies; all of your monetary and other obligations are satisfied; you are in compliance with your Franchise Agreement; the transferee enters into a personal guaranty; you sign a release; you and the proposed transferee have complied with provisions regarding confidentiality and non-competition; the transfer fee is paid; transferee enters into a new Franchise Agreement, remodels the premises and completes training. If you are a business entity, your principals may transfer part of their ownership interest if they retain over 50% of the total voting power if prior notice is given, Smoothie King approves and confidentiality and non-compete agreements are obtained.
n. Smoothie King's right of first refusal to acquire the Unit.	Section 15.4	Smoothie King can match any offer for the Unit.

Provision	Section in Franchise or Other Agreement	Summary
o. Smoothie King's option to purchase the Unit.	Sections 16.2 and 16.3	Smoothie King may exercise its option to purchase your assets at fair market value within 30 days after the Franchise Agreement expires or is terminated. Also, Smoothie King may purchase any proprietary product you may have at fair market value.
p. Your death or disability.	Section 15.3	Your estate must transfer your interest to your heirs or beneficiaries, or a third party approved by Smoothie King within 6 months.
q. Non-competition covenants during the term of the franchise.	Article XVII	No involvement in similar business anywhere; cannot divert business to a competitor.
r. Non-competition covenants after the franchise is terminated or expires.	Article XVII	No involvement in similar business for 2 years within a 5 mile radius of the Unit location or any other franchisee or Smoothie King company affiliate-owned Business; cannot compete with or solicit guests of Smoothie King® or other franchisees; cannot divert business to customer or competitor.
s. Modification of the Agreement	Article XXIII	No modifications generally but standards, specifications, Manuals, products and services, Proprietary Marks and other items specified in the Franchise Agreement are subject to change.
t. Integration/merger clause	Section 23.1	Only the terms of your Franchise Agreement are binding (subject to state law). Any representations or promises outside of the disclosure document and Franchise Agreement may not be enforceable. Notwithstanding the foregoing, nothing in any franchise agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	Not Applicable	
v. Choice of Forum	Section 25.5	All disputes, claims and controversies will be brought in the Federal District Court for the Northern District of Texas or in state court in the judicial district in which Smoothie King has its principal place of business. (Subject to state law)
w. Choice of Law	Section 25.7	Texas law applies (subject to federal and state law and to Smoothie King's rights under federal trademark law).

Provision	Section in Area Development Agreement	Summary
a. Term of the Area Development Agreement	Section 4.1	From signing of Area Development Agreement until the date the last Unit is scheduled to open, which may range from 12 months to 5 years depending upon the number of Units to be developed and the market area. An Area Development Agreement will automatically terminate 1 year after the last Unit is scheduled to open according to the Development Schedule.
b. Renewal or extension of the term	None	N/A
c. Requirements for you to renew or extend	None	N/A
d. Termination by you	None	You may terminate the Area Development Agreement under any grounds permitted by state law.
e. Termination by Smoothie King without cause	None	N/A
f. Termination by Smoothie King with cause	Article IX	Smoothie King can terminate only if you default under the Area Development Agreement or a Franchise Agreement.
g. "Cause" defined—defaults which can be cured	Sections 9.3 and 9.4	You have 60 days to cure a failure to meet development schedule. You have 30 days to cure: failure to submit reports; failure to maintain mandatory System standards and procedures; conducts any business under a mark confusingly similar to the Proprietary Marks; a default in any other franchise or development agreement; failure to obtain execution of confidentiality and non-compete agreements; failure to comply with any other obligations of the Area Development Agreement or carry out its terms in good faith; 2 or more defaults in 18 month period under any other agreement with us or our affiliates (except for operational defaults, which only applies if you fail to meet certain engagement metrics).

Provision	Section in Area Development Agreement	Summary
h. "Cause" defined—defaults which cannot be cured	Sections 9.1 and 9.2	Non-curable defaults: file petition in bankruptcy or other proceedings are begun to foreclose on assets; convicted of felony or liable in civil claim for practice that may have an adverse effect on the System; fail to comply with covenants not to compete; unauthorized disclosure of Manuals or confidential information; makes a material misrepresentation or omission related to the Area Development Agreement; repeated defaults even if cured; commit act that impairs goodwill or may become prejudicial of Proprietary Marks; failure to obtain Smoothie King's required consent and other non-curable breach.
i. Your obligations on termination/non-renewal	Article X	Obligations include: return all printed Manuals, other materials and confidential information; payment of amounts due; maintain confidentiality of information (also see r. below). Termination of the Area Development Agreement does not affect the rights under any Franchise Agreement in effect at the time of termination.
j. Assignment of contract by Smoothie King	Section 8.10	No restriction on Smoothie King's right to assign.
k. "Transfer" by you—definition	Section 8.1	Includes transfer of contract, assets or ownership interest.
l. Smoothie King's approval of transfer by developer	Section 8.5	You may not transfer, subject to state law, except a transfer to an heir or beneficiary after your death or mental incapacity.
m. Conditions for Smoothie King approval of transfer	Article VIII	You may transfer your interest to a legal entity as long as you retain ownership of a majority of the total voting power If we are required to allow a transfer under state law, we may condition the approval of such transfer on any of the following: Smoothie King does not exercise its right of first refusal; the transferee qualifies; all of your obligations are satisfied; you are in compliance with your Area Development Agreement; the transferee enters into a personal guaranty; you sign a release; the transfer fee is paid (see Item 6); transferee enters into a new area development agreement; and transferee completes training. If you are a business entity, your principals may transfer part of their ownership interest if they retain over 50% of the total voting power if prior notice is given, Smoothie King approves and confidentiality and non-compete agreements are obtained. The purchase price from a transferee must not exceed 125% of the development fees charged to Developer by Smoothie King.

Provision	Section in Area Development Agreement	Summary
n. Smoothie King's right of first refusal to acquire developer	Article 8.4	Smoothie King can match any offer for developer.
o. Smoothie King's option to purchase your Business	None	Not Applicable
p. Your death or disability	Section 8.3	Your estate must transfer your interest to your heirs or beneficiaries, or a third party approved by Smoothie King within 6 months.
q. Non-competition covenants during the term of the franchise	Article XI	No involvement in similar business anywhere; cannot divert business to a competitor.
r. Non-competition covenants after the franchise is terminated or expires	Article XI	No involvement in similar business for 2 years within development area ("Development Area") and/or a reasonable market area extending from the Development Area or the market area of any other franchisee or Smoothie King company-owned Business; no competing with or soliciting guests of Smoothie King or other franchisees; cannot divert business to customer or competitor.
s. Modification of the Agreement	Article XVII	No modifications generally but standards, specifications, assistance and other items specified in the Area Development Agreement are subject to change (see Items 8, 9, and 16).
t. Integration/ merger clause	Article XVII	Only the terms of your Franchise, Area Development and other Agreements attached to this offering circular and signed by you are binding (subject to state law). Any other promises may not be enforceable. Notwithstanding the foregoing, nothing in any franchise agreement is intended to disclaim the express representations made in this Franchise Disclosure Document.
u. Dispute resolution by arbitration or mediation	None	N/A
v. Choice of Forum	Section 19.2	Litigation must be in United States District Court for the Northern District of Texas or the state court in the judicial district where Smoothie King has its principal place of business (subject to applicable state law).
w. Choice of Law	Section 19.1	Texas law applies (subject to Smoothie King's rights under federal trademark law) (subject to applicable state law).

Item 18

PUBLIC FIGURES

Smoothie King does not use any public figure to promote its franchise.

Item 19

FINANCIAL PERFORMANCE REPRESENTATION

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and if the information is included in the disclosure document. Financial performance information that differs from that included in Item 19 may be given only if: (1) a franchisor provides the actual records of an existing outlet you are considering buying; or (2) a franchisor supplements the information provided in this Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

Under Section A below, Smoothie King has provided unaudited statements of average annual Unit Net Sales as of December 26, 2022, December 27, 2021 and December 28, 2020. Under Section B below, Smoothie King has provided information on the average annual Net Sales percentage increase for Units comparing the 2022 and 2021 fiscal years, the 2021 and 2020 fiscal years, the 2020 and 2019 fiscal years, the 2019 and 2018 fiscal years, the 2018 and 2017 fiscal years, the 2017 and 2016 fiscal years, and the 2016 and 2015 fiscal years. As defined in Item 1, a "Unit" is a Smoothie King® business.

All Units offer substantially the same products and services to the public. New franchisees will receive substantially the same services as those offered to existing franchisees. Smoothie King obtained these historical financial results from the information submitted by our franchisees. Neither Smoothie King nor an independent certified public accountant has independently audited or verified the information. Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

A. Statement of Average Net Sales for 2022, 2021 and 2020

The tables below provide information on average Net Sales of Units during the 12-month period starting December 28, 2021 and ending December 26, 2022, December 29, 2020 and ending December 27, 2021 and December 31, 2019 and ending December 28, 2020. The term "Net Sales" is defined as all products and services sold in or from the Unit, including off premises catering and delivery, but excluding excise or sales taxes, as well as returns, allowances and discounts.

The data below is a representation of average Net Sales for Units broken into nine segments: top 10%, top 25%, top 50%, top 75%, bottom 10%, bottom 25%, bottom 50%, bottom 75% and total/all. Net Sales information is provided on Units open for the consecutive 13-month period ending on December 26, 2022, December 27, 2021 and on December 28, 2020, including those units closed for a period of less than eight weeks for remodeling purposes. Units presented exclude those Units not scheduled to be open daily throughout the period (excluding holidays), such as Units within office buildings that close for the weekend and Units on college campuses that close for the summer period.

As of December 26, 2022, there were 1048 Units operated by franchisees and 55 Units operated by Smoothie King. Of the 1103 Units, 966 Units operated by franchisees and 54 Units operated by Smoothie

King had been open during the 13-month period ending December 26, 2022, meaning Units opened prior to December 1, 2021. The 1103 Units do not include 25 Units that permanently closed during the reporting period. Of those 966 franchised Units, 42 Units were excluded since (i) they were not scheduled to be open daily during the reporting period, (ii) they were temporarily closed for more than an 8-week period during the reporting period, (iii) they did not use the POS system required by Smoothie King, or (iv) they sold non-Smoothie King approved items pursuant to prior versions of the franchise agreement (2 Units). Of the 924 franchised Units referenced in the below table, all reported sufficient financial performance information to be included in this financial performance representation. The information below does not include information from Units operated by Smoothie King.

Table 19-1 Average Net Sales of USA Units

December 28, 2021 to December 26, 2022

	Top 10%	**Top 25%**	**Top 50%**	**Top 75%**	**TOTAL (ALL)**
Number of Units in Category	92	231	462	693	924
Average Net Sales	$994,932	$862,839	$743,386	$664,777	$590,935
Number and Percent that Met or Exceeded the Average Net Sales in Category	32/35%	82/35%	194/42%	277/40%	405/44%
Median Net Sales	$962,845	$820,733	$706,588	$617,222	$561,251
Range of Net Sales (high)	$1,471,207	$1,471,207	$1,471,207	$1,471,207	$1,471,207
Range of Net Sales (low)	$850,841	$706,588	$561,351	$451,786	$169,008
	Bottom 10%	**Bottom 25%**	**Bottom 50%**	**Bottom 75%**	**TOTAL (ALL)**
Number of Units in Category	92	231	462	693	924
Average Net Sales	$308,499	$369,408	$438,484	$500,300	$590,935
Number and Percent that Met or Exceeded the Average Net Sales in Category	54/59%	130/56%	253/55%	363/52%	405/44%
Median Net Sales	$319,962	$381,704	$451,646	$511,202	$561,251
Range of Net Sales (high)	$362,831	$451,506	$561,152	$706,588	$1,471,207
Range of Net Sales (low)	$169,008	$169,008	$169,008	$169,008	$169,008

Notes:

1. Each of the columns identified as “Top 10%,” “Top 25%,” “Top 50%,” “Top 75%,” “Bottom 10%,” “Bottom 25%,” “Bottom 50%” and “Bottom 75%” refer to the respective percentage of the number of total Units ranked by the Net Sales in a descending order. The column identified as “TOTAL (ALL)” refers to all Units open during the entire 13-month period beginning on December 1, 2021 and ending December 26, 2022.

2. The “Number of Units in Category” refers to the number of Units within the respective category.

3. The "Average Net Sales of Category" refers to the average Net Sales of all Units within the category. The average is computed by the sum of all the Net Sales divided by the number of Units in the category.

As of December 27, 2021, there were 995 Units operated by franchisees and 56 Units operated by Smoothie King. Of the 1051 Units, 921 Units operated by franchisees and 52 Units operated by Smoothie King had been open during the 13-month period ending December 27, 2021, meaning Units opened prior to December 1, 2020. The 1051 Units do not include 28 Units that permanently closed during the reporting period. Of those 921 franchised Units, 41 Units were excluded since (i) they were not scheduled to be open daily during the reporting period, (ii) they were temporarily closed for more than an 8-week period during the reporting period, (iii) they did not use the POS system required by Smoothie King, or (iv) they sold non-Smoothie King approved items pursuant to prior versions of the franchise agreement (2 Units). Of the 880 franchised Units referenced in the below table, all reported sufficient financial performance information to be included in this financial performance representation. The information below does not include information from Units operated by Smoothie King.

Table 19-2 Average Net Sales of USA Units

December 29, 2020 to December 27, 2021

	Top 10%	**Top 25%**	**Top 50%**	**Top 75%**	**TOTAL (ALL)**
Number of Units in Category	88	220	440	660	880
Average Net Sales	$1,062,545	$907,346	$775,979	$689,233	$609,753
Number and Percent that Met or Exceeded the Average Net Sales in Category	36/41%	84/38%	176/40%	266/40%	377/43%
Median Net Sales	$1,014,225	$855,618	$730,050	$643,696	$573,269
Range of Net Sales (high)	$1,605,120	$1,605,120	$1,605,120	$1,605,120	$1,605,120
Range of Net Sales (low)	$896,948	$730,074	$573,792	$461,013	$156,243
	Bottom 10%	**Bottom 25%**	**Bottom 50%**	**Bottom 75%**	**TOTAL (ALL)**
Number of Units in Category	88	220	440	660	880
Average Net Sales	$304,367	$371,310	$443,526	$510,555	$609,753
Number and Percent that Met or Exceeded the Average Net Sales in Category	50/57%	124/56%	247/56%	339/51%	377/43%
Median Net Sales	$313,983	$385,209	$460,896	$514,148	$573,269
Range of Net Sales (high)	$363,472	$460,778	$572,747	$730,026	$1,605,120
Range of Net Sales (low)	$156,243	$156,243	$156,243	$156,243	$156,243

Notes:

1. Each of the columns identified as "Top 10%," "Top 25%," "Top 50%," "Top 75%," "Bottom 10%," "Bottom 25%," "Bottom 50%" and "Bottom 75%" refer to the respective percentage of the number of total Units ranked by the Net Sales in a descending order. The column identified as "TOTAL (ALL)" refers to all Units open during the entire 13-month period beginning on December 1, 2020 and ending December 27, 2021.

2. The "Number of Units in Category" refers to the number of Units within the respective category.

3. The "Average Net Sales of Category" refers to the average Net Sales of all Units within the category. The average is computed by the sum of all the Net Sales divided by the number of Units in the category.

As of December 28, 2020, there were 968 Units operated by franchisees and 40 Units operated by Smoothie King. Of the 1008 Units, 893 Units operated by franchisees and 39 Units operated by Smoothie King had been open during the 13-month period ending December 28, 2020, meaning Units opened prior to December 3, 2019. The 893 Units do not include 32 Units that permanently closed during the 2020 fiscal year or 1 Unit that Smoothie King purchased from a franchisee. Of those 893 franchised Units, 66 Units were excluded since (i) they were not scheduled to be open daily during the reporting period, (ii) they were temporarily closed for more than an 8-week period during the fiscal year 2020, (iii) they did not use the POS system required by Smoothie King, or (iv) they sold non-Smoothie King approved items pursuant to prior versions of the franchise agreement (2 Units). Of the 827 franchised Units referenced in the below table, all reported sufficient financial performance information to be included in this financial performance representation. The information below does not include information from Units operated by Smoothie King.

Table 19-3 Average Net Sales of USA Units

December 31, 2019 to December 28, 2020

	Top 10%	**Top 25%**	**Top 50%**	**Top 75%**	**TOTAL (ALL)**
Number of Units in Category	82	206	413	620	827
Average Net Sales	$935,280	$793,456	$672,270	$593,329	$521,461
Number and Percent that Met or Exceeded the Average Net Sales in Category	32/39%	84/41%	162/39%	244/39%	352/43%
Median Net Sales	$898,175	$751,827	$623,662	$549,148	$490,938
Range of Net Sales (high)	$1,636,073	$1,636,073	$1,636,073	$1,636,073	$1,636,073
Range of Net Sales (low)	$794,559	$623,954	$492,127	$386,544	$131,024
	Bottom 10%	**Bottom 25%**	**Bottom 50%**	**Bottom 75%**	**TOTAL (ALL)**
Number of Units in Category	82	206	413	620	827
Average Net Sales	$247,246	$305,821	$370,726	$430,924	$521,461
Number and Percent that Met or Exceeded the Average Net Sales in Category	48/59%	117/57%	228/55%	315/51%	352/43%
Median Net Sales	$258,452	$316,099	$384,973	$433,199	$490,938
Range of Net Sales (high)	$299,626	$383,008	$490,825	$623,252	$1,636,073
Range of Net Sales (low)	$131,024	$131,024	$131,024	$131,024	$131,024

Notes:

1. Each of the columns identified as “Top 10%,” “Top 25%,” “Top 50%,” “Top 75%,” “Bottom 10%,” “Bottom 25%,” “Bottom 50%” and “Bottom 75%” refer to the respective percentage of the number of total Units ranked by the Net Sales in a descending order. The column identified as “TOTAL (ALL)” refers to all Units open during the entire 13-month period beginning on December 1, 2019 and ending December 28, 2020.

2. The “Number of Units in Category” refers to the number of Units within the respective category.

3. The “Average Net Sales of Category” refers to the average Net Sales of all Units within the category. The average is computed by the sum of all the Net Sales divided by the number of Units in the category.

B. Statement of Average and Median Annual Net Sales Percentage Increase for Units

Table 19-4 below includes the average and median Net Sales percentage increase for franchised Units based on a comparison of Net Sales for franchised Units open for a comparable period in both years. Partial years are included in the calculation; for example, if a Unit was opened on October 1, 2018, there would be three months of sales from both years included in the 2019-versus-2018 comparison. The information disclosed includes only franchised Units scheduled to be open daily during the reporting period or were closed for less than an 8-week period during each reporting period. Of the total number of Units listed for each comparison year in the below table, all reported sufficient financial performance information to be included in this financial performance representation. The information below does not include information from Units operated by Smoothie King.

Table 19-4 Average Unit Net Sales Percentage Increase

Comparison Period	Number of Units	Average Percentage (Same-Store Sales) Increase	Number/Percentage of Units that Met or Exceeded Average Percentage Increase	Median Percentage Increase
Fiscal Years 2022 v 2021	924	-3.23%	496/54%	-2.25%
Fiscal Years 2021 v 2020	880	16.34%	441/50%	16.36%
Fiscal Years 2020 v 2019	827	2.46%	415/50%	2.61%
Fiscal Years 2019 v 2018	806	1.43%	408/51%	1.56%
Fiscal Years 2018 v 2017	738	0.36%	342/46%	0.45%
Fiscal Years 2017 v 2016	660	1.23%	331/50%	1.29%
Fiscal Years 2016 v 2015	585	9.38%	275/47%	8.73%
Fiscal Years 2015 v 2014	520	9.79%	260/50%	9.64%

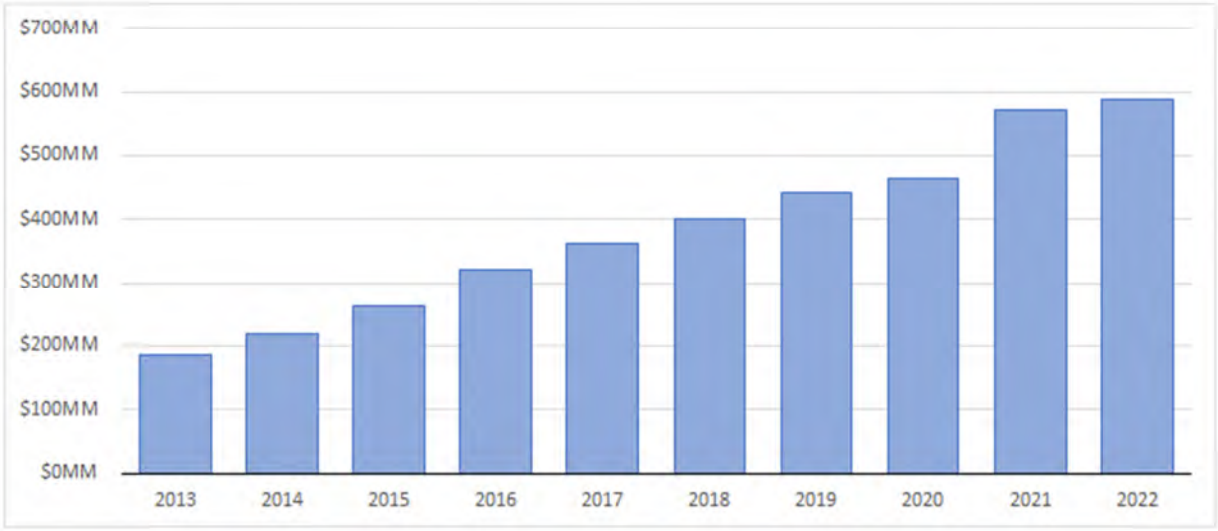
Notes:

1. “Fiscal Years” refer to the fiscal years for each applicable comparison. From 2014 through 2018, fiscal years refer to calendar years. In 2019, Smoothie King changed its method of fiscal reporting from a calendar year to a 5-4-4 fiscal reporting.

C. Smoothie King Franchise System Sales for Fiscal Years 2013 to 2022

The information provided in the table below is based on the aggregate Net Sales ("System-wide Sales") reported to us from all Smoothie King franchised Units that were operational for any part of the fiscal year, even as little as one week, of each fiscal year from 2013 through 2022.

	System-wide Sales (Franchised stores only)	Change Year-over-year	# of Franchised stores at year end
2022	$586,896,419	2.9%	1,048
2021	$570,269,903	23.0%	995
2020	$463,543,920	4.8%	968
2019	$442,411,697	10.2%	931
2018	$401,380,546	10.7%	871
2017	$362,671,232	13.5%	787
2016	$319,640,336	21.6%	717
2015	$262,764,946	19.7%	633
2014	$219,574,944	18.4%	590
2013	$185,414,535	6.0%	543



Some outlets have achieved these results. Your individual results may differ. There is no assurance that you'll sell as much.

Other than what is included in this Item 19, we do not make any financial performance representations about a franchisee's future financial performance or the past financial performance of company affiliate-owned or franchised Units. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing Unit; however, we may provide you with the actual records of that Unit. If you receive any other financial performance information or projections of your future revenue and/or income, you should report it to the franchisor's management by contacting Smoothie King's Chief Development Officer, Chris Bremer, at 9797 Rombauer Road, Suite 150, Coppell, TX 75019, (214) 935-8900, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20

OUTLETS AND FRANCHISEE INFORMATION

TABLE NUMBER 1
Systemwide Unit Summary
For Years 2020 to 2022

Unit Type	Year	Units at the Start of the Year	Units at the End of the Year	Net Change
Franchised	2020	931	968	+37
	2021	968	995	+27
	2022	995	1048	+53
Company Affiliate Owned	2020	38	40	+2
	2021	40	56	+16
	2022	56	55	-1
Total Units	2020	969	1008	+39
	2021	1008	1051	+43
	2022	1051	1103	+52

TABLE NUMBER 2
Transfers of Units From Franchisee to New Owners (Other than the Franchisor)
For Years 2020 to 2022

State	Year	Number of Transfers
Alabama	2020	0
	2021	1
	2022	0
Colorado	2020	0
	2021	0
	2022	2
Florida	2020	2
	2021	7
	2022	12
Georgia	2020	4
	2021	6
	2022	8
Illinois	2020	3
	2021	1
	2022	1
Indiana	2020	0
	2021	2
	2022	1

State	Year	Number of Transfers
Kansas	2020	3
	2021	0
	2022	0
Louisiana	2020	1
	2021	6
	2022	3
Maryland	2020	0
	2021	4
	2022	4
Mississippi	2020	4
	2021	1
	2022	1
Missouri	2020	5
	2021	3
	2022	3
New Jersey	2020	0
	2021	0
	2022	1
North Carolina	2020	3
	2021	3
	2022	3
Ohio	2020	0
	2021	0
	2022	1
Pennsylvania	2020	0
	2021	1
	2022	1
South Carolina	2020	3
	2021	3
	2022	1
Tennessee	2020	1
	2021	1
	2022	3
	2020	2
	2021	4
	2022	27
Wisconsin	2020	1
	2021	0
	2022	0
TOTAL	2020	32
	2021	43
	2022	72

TABLE NUMBER 3
Status of Franchised Units
For Years 2020 to 2022[(1)(2)]

State	Year	Units at the Start of the Year	Units Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Units at the End of the Year
Alabama	2020	25	2	0	0	0	0	27
	2021	27	1	0	0	0	1	27
	2022	27	3	0	0	0	0	30
Arizona	2020	7	1	0	0	0	0	8
	2021	8	1	0	0	0	0	9
	2022	9	1	0	0	0	0	10
Arkansas	2020	6	1	0	0	0	0	7
	2021	7	0	0	0	0	0	7
	2022	7	0	0	0	0	0	7
Colorado	2020	5	2	0	0	0	0	7
	2021	7	1	0	0	0	0	8
	2022	8	0	0	0	0	0	8
Connecticut	2020	4	0	0	0	0	0	4
	2021	4	1	0	0	0	0	5
	2022	5	0	0	0	0	0	5
District of Columbia	2020	4	0	0	0	0	0	4
	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
Florida	2020	104	7	0	0	0	8	103
	2021	103	9	2	0	0	1	109
	2022	109	6	1	0	0	0	114
Georgia	2020	91	5	4	0	0	5	87
	2021	87	6	0	0	0	2	91
	2022	91	4	0	0	0	1	94
Illinois	2020	24	7	0	0	0	0	31
	2021	31	11	0	0	0	0	42
	2022	42	6	0	0	0	1	47
Indiana	2020	14	4	0	0	0	0	18
	2021	18	0	0	0	0	0	18
	2022	18	4	0	0	0	0	22
Iowa	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	2	0	0	0	0	5
Kansas	2020	13	1	0	0	0	1	13
	2021	13	1	0	0	4	0	10
	2022	10	0	0	0	0	0	10
Kentucky	2020	8	1	0	0	0	0	9
	2021	9	0	0	0	0	1	8
	2022	8	1	0	0	0	0	9
Louisiana	2020	108	2	3	0	0	0	107
	2021	107	2	1	0	0	3	105
	2022	105	3	0	0	0	4	104
Maryland	2020	33	0	0	0	0	0	33
	2021	33	2	0	0	0	4	31
	2022	31	3	1	0	0	2	31

State	Year	Units at the Start of the Year	Units Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Units at the End of the Year
Michigan	2020	9	3	0	0	0	0	12
	2021	12	2	0	0	0	0	14
	2022	14	0	0	0	0	1	13
Mississippi	2020	24	1	0	0	0	0	25
	2021	25	1	0	0	0	0	26
	2022	26	0	0	0	0	0	26
Missouri	2020	42	4	0	0	0	2	44
	2021	44	2	0	0	0	1	45
	2022	45	2	0	0	0	2	45
Nebraska	2020	5	0	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Nevada	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
New Jersey	2020	17	3	0	0	0	1	19
	2021	19	1	0	0	0	0	20
	2022	20	2	1	0	0	0	21
New Mexico	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
New York	2020	5	1	0	0	0	0	6
	2021	6	2	0	0	0	0	8
	2022	8	4	0	0	0	0	12
North Carolina	2020	50	2	0	0	0	2	50
	2021	50	0	0	0	0	1	49
	2022	49	1	0	0	0	1	49
Ohio	2020	24	2	0	0	0	0	26
	2021	26	3	0	0	0	0	29
	2022	29	3	0	0	0	1	31
Oklahoma	2020	4	0	0	0	0	0	4
	2021	4	1	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Pennsylvania	2020	9	0	0	0	0	1	8
	2021	8	3	0	0	0	0	11
	2022	11	4	0	0	0	0	15
South Carolina	2020	18	1	0	0	0	0	19
	2021	19	1	0	0	0	0	20
	2022	20	2	0	0	0	0	22
Tennessee	2020	49	3	0	0	0	3	49
	2021	49	1	0	0	13	1	36
	2022	36	2	0	0	0	0	38
Texas	2020	207	15	0	0	1	0	221
	2021	221	15	1	0	1	1	233
	2022	233	18	0	0	0	5	246
Virginia	2020	13	1	1	0	0	1	12
	2021	12	1	1	0	0	1	11
	2022	11	2	0	0	0	1	12

State	Year	Units at the Start of the Year	Units Opened	Termina-tions	Non-Renewals	Reacquired by Franchisor	Ceased Operations / Other Reasons	Units at the End of the Year
West Virginia	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	1	0	0	0	0	2
Wisconsin	2020	2	1	0	0	0	1	2
	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	1	2
TOTAL	2020	931	70	8	0	1	24	968
	2021	968	67	5	0	18	17	995
	2022	995	76	3	0	0	20	1048

(1) 2020 numbers are as of December 28th, 2021 numbers are as of December 27th, and 2022 numbers are as of December 26th.

(2) The total number of Businesses operating at year end includes Non-Traditional locations ("NT's"). There were 51 NT locations operating in 2020, 46 NT locations operating in 2021 and 48 NT locations operating in 2022.

TABLE NUMBER 4
Status of Company Affiliate-Owned Units
For Years 2020 to 2022

State	Year	Units at the Start of the Year	Units Opened	Units Reacquired From Franchisees	Units Closed	Units Sold to Franchisees	Units at the End of the Year
District of Columbia	2020	2	1	0	0	0	3
	2021	3	0	0	0	0	3
	2022	3	0	0	0	0	3
Florida	2020	13	0	0	0	0	13
	2021	13	0	0	0	0	13
	2022	13	0	0	0	0	13
Kansas	2020	0	0	0	0	0	0
	2021	0	0	4	0	0	4
	2022	4	1	0	0	0	5
Louisiana	2020	4	0	0	0	0	4
	2021	4	0	0	0	0	4
	2022	4	0	0	0	0	4
Tennessee	2020	0	0	0	0	0	0
	2021	0	0	13	2	0	11
	2022	11	0	0	2	0	9
Texas	2020	18	0	1	0	0	19
	2021	19	0	1	0	0	20
	2022	20	0	0	0	0	20
Virginia	2020	1	0	0	0	0	1
	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1

State	Year	Units at the Start of the Year	Units Opened	Units Reacquired From Franchisees	Units Closed	Units Sold to Franchisees	Units at the End of the Year
TOTAL	2020	38	1	1	0	0	40
	2021	40	0	18	2	0	56
	2022	56	1	0	2	0	55

TABLE NUMBER 5
Projected Openings
As of December 26, 2022

State	Franchise Agreements Signed But Unit Not Opened	Projected New Franchised Units in the Next Fiscal Year	Projected New Company Affiliate-Owned Units in the Current Fiscal Year
Alabama	5	1	0
Arizona	4	0	0
Arkansas	2	0	0
California	0	0	0
Colorado	7	5	0
Connecticut	1	0	0
Delaware	1	0	0
District of Columbia	0	0	2
Florida	25	6	0
Georgia	30	9	0
Illinois	15	11	0
Indiana	4	3	0
Iowa	2	0	0
Kansas	2	1	0
Kentucky	3	0	0
Louisiana	7	4	0
Maryland	6	4	0
Massachusetts	0	0	0
Michigan	5	2	0
Mississippi	3	1	0
Missouri	9	5	0
Nebraska	1	0	0
Nevada	0	0	0
New Jersey	4	3	0
New Mexico	0	0	0
New York	3	5	0
North Carolina	12	1	0
Ohio	7	3	0
Oklahoma	0	0	0
Pennsylvania	2	1	0

State	Franchise Agreements Signed But Unit Not Opened	Projected New Franchised Units in the Next Fiscal Year	Projected New Company Affiliate-Owned Units in the Current Fiscal Year
South Carolina	2	3	0
South Dakota	1	0	0
Tennessee	12	3	0
Texas	53	25	2
Virginia	5	2	0
West Virginia	0	0	0
Wisconsin	3	1	0
TOTAL	236	99	4

The names, addresses and telephone numbers of all Smoothie King® franchisees as of December 26, 2022, are attached to this disclosure document as Exhibit A. In addition, you will find in Exhibit B the names, city, state and business telephone numbers (or, if unknown, home telephone number) of each Smoothie King® franchisee or developer whose franchise or development agreement has, between December 28, 2021, and December 26, 2022, been terminated, cancelled, not renewed, or who has, during the same time period, otherwise voluntarily or involuntarily ceased to do business, 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.

During the last three fiscal years, some franchisees have signed confidentiality agreements with Smoothie King. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the Smoothie King System. You may wish to speak with current and former franchisees but be aware that not all franchisees will be able to communicate with you.

As described in Item 11, we have a Franchise Advisory Council.

Item 21

FINANCIAL STATEMENTS

Smoothie King's audited financial statements for the period ending December 26, 2022, December 27, 2021, and December 28, 2020 are attached to this disclosure document as Exhibit C, together with the related auditors' report.

Item 22

CONTRACTS

The following agreements are attached as exhibits to this disclosure document.

Exhibit D Form of Franchise Agreement
Attachment A: Protected Territory
Attachment B: Commencement Date
Attachment C: Automatic Bank Draft
Attachment D: Guaranty Agreement
Attachment E: Gift Card Participation Agreement
Attachment F: Lease Rider

Exhibit E	Franchise Agreement Addendum—Non-Traditional Location
Exhibit F	Area Development Agreement
Exhibit G	Smoothie King Franchise Purchase Affidavit
Exhibit I	Form Release of Claims
Exhibit J	State Specific Addenda

Item 23

RECEIPTS

Two copies of an acknowledgment of your receipt of this disclosure document are included at the end of this disclosure document (Exhibit L). You should keep one copy as your file copy and return the second to us.

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EXHIBIT A

LIST OF
SMOOTHIE KING FRANCHISEES

Smoothie King Franchisees
As of December 26, 2022

Franchisee	Address	City	State	Zip Code	Phone
Greg Thomas	1260 US Hwy 72 E. Suite I	Athens	Alabama	35611	256-206-8226
Layton Huskey	1499 S. College St. Suite A	Auburn	Alabama	36830	334-887-1882
Layton Huskey	2311 Bent Creek Road, Suite 100	Auburn	Alabama	36830	334-209-6540
Brett Lawson	1926 28th Ave. South	Birmingham	Alabama	35209	205-703-8876
Brett Lawson	707 Richard Arrington Jr. Blvd. S, Suite 105	Birmingham	Alabama	35233	205-502-2639
Shannah Stamm	28841 US Highway 98	Daphne	Alabama	36526	251-626-5464
Brandi Ackerman	9475 Hwy 90 Suite A	Daphne	Alabama	36526	251-802-5060
Jerry Clark	1368 Westgate Parkway	Dothan	Alabama	36303	334-479-0737
Jerry Clark	103 Apple Avenue, Suite 3	Dothan	Alabama	36305	334-446-5684
Shannah Stamm	199 Baldwin Square Ste 101	Fairhope	Alabama	36532	251-929-3804
Starr Nicosia	1754 S McKenzie Street	Foley	Alabama	36535	(251) 970-1233
Brett Lawson	420 Greensprings Hwy	Homewood	Alabama	35209	205-945-7775
Brett Lawson	2000 RiverChase Galleria	Hoover	Alabama	35244	205-444-4798
Brett Lawson	1539 Montgomery Hwy - Suite 113	Hoover	Alabama	35216	205-761-1001
Craig Fiddler	6290 University Drive	Huntsville	Alabama	35806	256-217-1933
Craig Fiddler	8000 Madison Blvd. Suite 108D	Madison	Alabama	35758	256-325-3422
Ed Fusaiotti	310-B S. University Blvd.	Mobile	Alabama	36609	251-341-0605
Ed Fusaiotti	2033-A Airport Blvd.	Mobile	Alabama	36606	251-479-5464
Pollyanna Crawford	720 Schillinger Road S	Mobile	Alabama	36695	251-633-9033
Alex Bowen	3057 Dauphin St.	Mobile	Alabama	36606	(251) 287-2023
Clay Koenig	2370 Hillcrest Road, Suite A	Mobile	Alabama	36695	251-378-8529
Essence Phenix	7026 East Chase Pkwy.	Montgomery	Alabama	36117	334-356-5621
Starr Nicosia	24824 Canal Road	Orange Beach	Alabama	36561	251-223-4892

Franchisee	Address	City	State	Zip Code	Phone
Josh Dennis	108 Spring Branch Dr	Oxford	Alabama	36203	(256) 403-6707
Christopher McFarland	1097 Industrial Pkwy	Saraland	Alabama	36571	251-675-9003
Blair Fowler	1403 University Blvd.	Tuscaloosa	Alabama	35401	205-462-3664
Braden Fowler	6513 AL Hwv 69	Tuscaloosa	Alabama	35405	205-710-4157
Braden Fowler	912 Veterans Memorial Pkwy	Tuscaloosa	Alabama	35404	205-764-9977
Brett Lawson	3056 Healthy Way Suite 144	Vestavia	Alabama	35243	205-502-7752
John Morgan Hughes	621 Montgomery Hwy	Vestavia Hills	Alabama	35216	205-502-7352
Karen Lowe	5482 S. Power Rd, Suite 102	Gilbert	Arizona	85295	480-716-0100
Robert Byron Cooper	1940 S Val Vista Drive Suite 102	Mesa	Arizona	85204	480-307-8004
Charles Haskins	1815 S. Crismon Road	Mesa	Arizona	85209	480-361-0696
Nikhil Chokshi	21001 N. Tatum Ste. 78-1600	Phoenix	Arizona	85050	480-502-7962
Robert Byron Cooper	5549 E. Indian School Rd. Suite 101	Phoenix	Arizona	85018	480-859-6000
Robert Byron Cooper	2833 North Central Ave.	Phoenix	Arizona	85004	602-218-6655
William Colaianni	1070 E. Tucson Marketplace Blvd. Suite 100	Tucson	Arizona	85713	520-623-3576
William Colaianni	3820 W. River Road	Tucson	Arizona	85741	520-797-6547
William Colaianni	5720 E Broadway	Tucson	Arizona	85711	520-372-2677
William Colaianni	9170 N. SILVERBELL RD.	Tucson	Arizona	85743	520-579-4376
Thuc Tran	3410 SE J St. Suite #4	Bentonville	Arkansas	72712	479-268-6300
Kay Stobaugh	985 Carson Cove, Suite D	Conway	Arkansas	72034	501-336-9555
Thuc Tran	637 E. Joyce Blvd. Suite 116	Fayetteville	Arkansas	72703	479-287-4040
Anand Patel	2215A East Highland Drive	Jonesboro	Arkansas	72401	870-333-1498
Anand Patel	13924 Cantrell Rd	Little Rock	Arkansas	72223	501-420-1096
Thuc Tran	2090 W. Pleasant Grove Rd.	Rogers	Arkansas	72758	479-633-8992
Thuc Tran	7237 W Sunset Ave	Springdale	Arkansas	72762	479-231-3763
Chelsea Graham	1341 New Beale St. Unit 130	Castle Rock	Colorado	80108	720-592-1970
Consenida Anderson	1801 E. Cheyenne Mountain Blvd.	Colorado Springs	Colorado	80906	719-576-1706
Consenida Anderson	5607 Barnes road, Suite 150	Colorado Springs	Colorado	80917	719-203-6650

Franchisee	Address	City	State	Zip Code	Phone
Emily Jones	1358 Interquest Parkway Suite 170	Colorado Springs	Colorado	80921	719-505-7025 - option 3
Robert Holubar	2860 E. Harmony Rd., Suite 120	Fort Collins	Colorado	80528	970-797-2107
Robert Holubar	1729 South College Avenue	Fort Collins	Colorado	80525	970-682-2383
Chelsea Graham	1100 Sergeant Jon Stiles Drive, Suite 101	Highlands Ranch	Colorado	80129	720-379-3073
Stephen Wyatt	14452 ORCHARD PARKWAY, SUITE 100	Westminster	Colorado	80023	720-872-3089
Kevin Glazier	847 West Main St	Branford	Connecticut	06405	203-208-4098
Neel Patel	3117 Suite A Berlin Turnpike	Newington	Connecticut	06111	860-785-8260
Kevin Glazier	350 Boston Post Rd.	Orange	Connecticut	06477	203-553-9559
Kevin Glazier	894 North Colony Road	Wallingford	Connecticut	6492	203-265-2586
Kevin Glazier	106 Boston Post Rd.	Waterford	Connecticut	6385	860-574-9382
Taesoo Lee	1300 Pennsylvania Ave.	Washington	District of Columbia	20004	202-216-0699
Thomas Hughes	703 7th Street NW	Washington	District of Columbia	20001	202-525-5721
Nina Kalkidan Girma Michael	2350 Washington Place NE, Suite 109N	Washington	District of Columbia	20018	202-847-0776
Nina Kalkidan Girma Michael	77 H Street	Washington	District of Columbia	20001	202-450-1775
Justin Young	21200 St. Andrews Blvd.	Boca Raton	Florida	33433	561-419-7909
Justin Young	20437 State Road 7, Suite B4	Boca Raton	Florida	33498	(561) 482-4849
Iryna Panyukova	1313 W. Boynton Beach Blvd. Unit R7	Boynton Beach	Florida	33426	(561)-810-5748
Todd Pater	3543 53rd Ave. W.	Bradenton	Florida	34210	941-758-1000
Lorraine Pater	3816 Manatee Ave. W.	Bradenton	Florida	34209	941-747-5464
Todd Pater	5426 Lockwood Ridge Road	Bradenton	Florida	34203	941-896-4491
Omar Mansour	2020 W. Brandon Blvd.	Brandon	Florida	33511	813-654-5222
Jinky Parsons	1806 Del Prado Blvd	Cape Coral	Florida	33990	239-673-8164
Karishma Murjani	2532 State Road 580	Clearwater	Florida	33761	727-799-5464
Justin Young	2612 S US Hwy 27	Clermont	Florida	34711	352-989-5501

Franchisee	Address	City	State	Zip Code	Phone
Smoothie King Co., Inc.	8783 Stirling Road	Cooper City	Florida	33328	954-908-5756
John Marks	1280 Stanford Dr.	Coral Gables	Florida	33146	0
Naveed Dossani	2562 N. University Dr.	Coral Springs	Florida	33065	954-906-8559
Naveed Dossani	6225 West Sample Road	Coral Springs	Florida	33067	754-225-2181
Christine D Brenan	2221 S. Ferdon Blvd	Crestview	Florida	32536	850-605-4500
Gisele Dennis	6555 Nova Drive, #314	Davie	Florida	33317	954-236-8020
Naveed Dossani	4424 Weston Road Bay 424	Davie	Florida	33331	754-336-6500
Naveed Dossani	3501 SW Davie Rd	Davie	Florida	33314	954-440-4860
Kris Risch	1808 W Int'l Speedway Blvd, Ste 701	Daytona Beach	Florida	32114	386-253-1004
Fausto Faraldo	3632 W. Hillsboro Blvd.	Deerfield Beach	Florida	33442	954-531-0453
Iryna Panyukova	792 S. Federal Hwy	Deerfield Beach	Florida	33441	954-637-4864
Mark Chaet	2441 S. Woodland Blvd., Suite 107	Deland	Florida	32720	386-873-4013
Richard Hart	1255 Airport Rd.	Destin	Florida	32541	850-654-7114
Antonio De La Maza	9690 NW 41st St. Suite 5A	Doral	Florida	33178	305-406-3710
Jason Luther	1581 county road 220 ste 130	Fleming Island	Florida	32003	904-375-0898
Nasser Naura	4464 Fowler Street	Fort Myers	Florida	33907	239-275-6749
Nasser Naura	8595 College Pkwy, #370	Fort Myers	Florida	33919	239-466-1368
Rafael Garcia	19810 Village Center Drive, Suite A-107	Fort Myers	Florida	33913	239-800-4903
Nasser Naura	7949 Dani Drive, Unit #120	Fort Myers	Florida	33966	239-931-3311
Sean Dana	401 E. Las Olas Blvd., Suite 185	Ft. Lauderdale	Florida	33301	954-289-4666
Maanas Bhatt	3321 SW Archer Rd., Suite 20	Gainesville	Florida	32608	352-505-5454
Maanas Bhatt	2231 NW 13th Street Ste 30	Gainesville	Florida	32609	352-505-6765
Kris Risch & Jason Luther	1661 Riverside Avenue	Jacksonville	Florida	32204	904-354-5145
Kris Risch	13770 Beach Blvd.	Jacksonville	Florida	32224	904-821-1771
Kris Risch	4624 Town Crossing Dr., Suite 119	Jacksonville	Florida	32246	904-996-2889
Kris Risch	9901 San Jose Blvd	Jacksonville	Florida	32202	904-292-4469
Kris Risch	13457 Atlantic Blvd. Suite 1	Jacksonville	Florida	32225	904-221-1299
Sean Biggs	790 Skymarks Drive	Jacksonville	Florida	32218	904-527-8329

Franchisee	Address	City	State	Zip Code	Phone
Kris Risch	6025 Butler Point Road, Suite 105	Jacksonville	Florida	32256	904-374-5482
Jason Luther	1020 S. Third St.	Jacksonville Beach	Florida	32250	904-246-6336
Justin Young	3639 N.W. Federal Hwy.	Jensen Beach	Florida	34957	772-692-9045
Arden Davies	4652 W US Hwy 90	Lake City	Florida	32024	(386) 243-8078
Josh Dennis	14009 Narcoossee Rd	Lake Nona	Florida	32832	407-930-1766
John Hutto	3423 S. Florida Ave.	Lakeland	Florida	33803	863-647-9602
Christopher Thomas	11161 E State Road 70, Ste 101	Lakewood Ranch	Florida	34202	941-727-9242
James Shafer	10801 Starkey Rd. #23	Largo	Florida	33777	727-954-6857
Yonas Hagos	13100 Seminole Blvd	Largo	Florida	33778	727-286-7879
Naveed Dossani	7936 West Commercial Blvd	Lauderhill	Florida	33351	954-314-7530
Tammy Peavy	1408 N. Dale Mabry Hwy Ste. 114	Lutz	Florida	33548	813-949-9627
Richard Hart	330 Mary Esther Blvd., Suite C	Mary Esther	Florida	32569	850-374-8487
Robert Brindley	2447 N. Wickham Rd. Suite 142	Melbourne	Florida	32935	321-242-7555
Keshav Patel	6637 S. Dixie Hwy.	Miami	Florida	33143	305-640-8425
Andrew Cambridge	14473 S. Dixie Hwy	Miami	Florida	33176	305-378-4843
Antonio De La Maza	12520 SW 88th ST	Miami	Florida	33186	305-598-7004
Errol Arzola	14200 S.W. 8th Street Unit 102	Miami	Florida	33184	305-223-2632
Alzur (Joel) Valdes	13730 SW 56th Street	Miami	Florida	33175	305-388-1111
Keshav Patel	10701 SW 72nd Street	Miami	Florida	33176	305-456-6980
Fausto Faraldo	1557 SW 107th Ave	Miami	Florida	33174	305-221-5152
Carlo Perez	16327 SW 88th Street	Miami	Florida	33196	305-386-1017
Justin Young	18355 NW 57TH AVE	Miami	Florida	33055	305-621-2000
Antonio De La Maza	11399 South Dixie Hwy	Miami	Florida	33156	305-234-3447
Fausto Faraldo	9231 West Flagler Street	Miami	Florida	33174	305-221-5154
Fausto Faraldo	15366 N. W. 79 Ct.	Miami Lakes	Florida	33016	9549802376
Anthony Tome	12503 Miramar Parkway	Miramar	Florida	33027	954-251-2699
Troy Gleason	130 Scenic Gulf Drive, Suite 1	Miramar Beach	Florida	32550	850-837-1456

Franchisee	Address	City	State	Zip Code	Phone
Rafael Garcia	1514 Immokalee Rd., Suite 108	Naples	Florida	34110-1454	239-631-8040
Troy Gleason	1098 John Sims Parkway	Niceville	Florida	32578	850-279-6655
Daniel Iannettone	974 North Miami Beach Blvd	North Miami Beach	Florida	33162	305-705-3360
William (Justin) Specht	2708 SW College Road	Ocala	Florida	34474	352-624-4001
Justin Young	10945 West Colonial Dr	Ocoee	Florida	34761	(407) 573-2460
Karishma Murjani	16224 State Road 54	Odessa	Florida	33556	(813) 926-5464
Brad Lepp	12140 Collegiate Way, #100	Orlando	Florida	32817	407-381-2900
Adam Lichter	UCF, Student Union 12715 Pegasus Dr., Bldg. 52	Orlando	Florida	32816	407-882-0201
Adam Lichter	UCF Recreation & Wellness Center 12800 Gemini Blvd. Bldg. 88	Orlando	Florida	32816	407-882-0202
Robin Ballero	4952 Highway 90	Pace	Florida	32571	850-781-1100
Justin Young	5615 State Hwy 100 E., Unit 200	Palm Coast	Florida	32164	386-313-6513
David O'Brien	4956 Ridgemoor Blvd.	Palm Harbor	Florida	34685	727-232-1299
Vimal Talati	801 Pier Park Drive Suite 120	Panama City Beach	Florida	32413	850-234-3124
Anthony Tome	15819 Pines Blvd.	Pembroke Pines	Florida	33027	954-342-9143
Danny Johnson	1630 Airport Blvd., #220	Pensacola	Florida	32504	850-473-8888
Danny Johnson	1791 E. Nine Mile Rd.	Pensacola	Florida	32514	850-465-3866
James Shafer	5031 Park Blvd.	Pinellas Park	Florida	33781	727-289-6213
Smoothie King Co., Inc.	815 N. Nob Hill Rd.	Plantation	Florida	33324	954-577-0944
Gisele Dennis	3 North State Road 7	Plantation	Florida	33317	954-584-5161
Smoothie King Co., Inc.	8361 W. Sunrise Blvd	Plantation	Florida	33322	954-530-1733
Jason Luther	550 DURBIN PAVILION DRIVE, SUITE G107	Saint Johns	Florida	32259	904-342-5346
Mark Chaet	1629 Rinehart Road	Sanford	Florida	32771	(321) 363-1053
Sandra Pridemore	3800 S. Tamiami Trail	Sarasota	Florida	34239	941-955-9100
Christopher Thomas	8442 Lockwood Ridge Road	Sarasota	Florida	34243	941-351-9242

Franchisee	Address	City	State	Zip Code	Phone
Timothy Lea	5816 Bee Ridge Road	Sarasota	Florida	34233	941-210-3361
Lorraine Pater	5331 Fruitville Road	Sarasota	Florida	34232	941-341-9154
Kathleen Thompson	11290 Park Blvd.	Seminole	Florida	33772	727-202-8116
Kris Risch	1835 U.S.-1 South, Suite 113	St. Augustine	Florida	32086	904-825-6770
Kevin Butler	7474 US Highway 1 North, Ste 102 D	St. Augustine	Florida	32095	904-560-2600
Kathleen Thompson	1474 66th. St. North	St. Petersburg	Florida	33710	727-345-3500
John Shafer	1335 4th Street North	St. Petersburg	Florida	33701	727-803-6841
John Shafer	10334 Roosevelt Blvd. North	St. Petersburg	Florida	33716	727-217-9222
Ryan Jonathan	12558 W. Sunrise Blvd	Sunrise	Florida	33323	754-219-1100
Clay Koenig	2530 N. Monroe Street	Tallahasse	Florida	32303	850-354-8292
Clay Koenig	1603 West Tennessee Street	Tallahassee	Florida	32304	850-597-9780
Naveed Dossani	4265 W. Commercial Blvd.	Tamarac	Florida	33319	954-835-5807
Tammy Peavy	15788 N. Dale Mabry Hwy.	Tampa	Florida	33618	813-963-5581
Justin Clark	2205 W. Swann Avenue	Tampa	Florida	33606	813-250-3888
Brad Matherne	4424 W. Kennedy Ave.	Tampa	Florida	33609	813-341-6659
Jennifer Eckel	7873 Gunn Highway	Tampa	Florida	33626	813-926-0700
James Shafer	3694 Gandy Blvd.	Tampa	Florida	33611	813-831-0103
Austin Craven	17501 Preserve Walk Lane	Tampa	Florida	33647	813-979-1000
Karishma Murjani	40545 US Hwy 19 North Suite F	Tarpon Springs	Florida	34689	727-938-5464
Austin Craven	5207 E. Fowler Ave.	Temple Terrace	Florida	33617	813-985-3888
Brandon Baldwin	10720 SR54	Trinity	Florida	34655	727-372-1432
Shane Burden	3429 Lithia Pinecrest Road	Valrico	Florida	33596	813-438-5069
Terry Pridemore	1554 US 41 Bypass S	Venice	Florida	34293	941-492-3225
Raahul Patel	1029 Bruce B Downs Boulevard	Wesley Chapel	Florida	33544-9257	813-994-9606
Andre Williamson	463725 State Road 200, Suite 2	Yulee	Florida	32097	904-605-4500
Viet Le	12280 Houze Road	Alpharetta	Georgia	30004	678-694-8166
Viet Le	5530 Windward Parkway, Suite 320	Alpharetta	Georgia	30004	770-663-8900
Pulkit Patel	3460 Old Milton Parkway, Suite #101	Alpharetta	Georgia	30005	678-297-7555

Franchisee	Address	City	State	Zip Code	Phone
Arden Davies	113 PRINCE STREET	Americus	Georgia	31709	229-701-7700
Nathan Sonke	1591 South Lumpkin St.	Athens	Georgia	30605	706-613-2600
Furkan Karabekmez	1270 West Paces Ferry Road NW	Atlanta	Georgia	30324	404-495-3600
Furkan Karabekmez	3330 Piedmont Road	Atlanta	Georgia	30305	404-261-0094
Christopher Lund	1572 Piedmont Ave. NE	Atlanta	Georgia	30324	404-685-3520
Furkan Karabekmez	8725 Roswell Road, Dunwoody Pl.	Atlanta	Georgia	30350	770-587-9444
Christopher Lund	2068 Henderson Mill Road	Atlanta	Georgia	30345	404-343-4639
Christopher Lund	60 Luckie, Suite 136	Atlanta	Georgia	30303	404-223-0770
Ugur Gurbuz	2022 Powers Ferry Road, Ste 120	Atlanta	Georgia	30339	678-503-8812
Carla Desormot-Saintil	1000 Northside Dr.NW	Atlanta	Georgia	30318	404-228-7230
Shelton Cook	1221 Caroline Street, Suite 120	Atlanta	Georgia	30307	404-581-9181
Ron Anglin	2484 Briarcliff Rd Suite 40	Atlanta	Georgia	30329	404-228-0624
Christopher Lund	1001 Piedmont Rd., Suite 101	Atlanta	Georgia	30309	678-732-9314
Christopher Lund	3912 Buford Highway	Atlanta	Georgia	30329	404-636-9317
Philip Jones	6175 Old National Hwy.	Atlanta	Georgia	30349	678-489-5643
Greg Thomas	3680 Cascade Rd. SW Suite A1	Atlanta	Georgia	30331	678-705-2213
Michelle Booker	4400 Ashford Dunwoody Road	Atlanta	Georgia	30346	770-280-0187
Santonio Gleaton	3489 Chamblee Tucker Road - Suite D	Atlanta	Georgia	30341	470-359-6242
Ankit Patel	566 Ponce de Leon Ave Suite 400	Atlanta	Georgia	30308	0
Kilsoo (Kevin) Suh	1145 Agerton Lane	Augusta	Georgia	30909	706-736-3687
Randall Popham	2480 East-West Connector	Austell	Georgia	30106	770-439-5464
Joseph Brumbelow	770 Hwy 96	Bonaire	Georgia	31005	478-287-6263
Justin D Henshaw	10 Altama Village Drive	Brunswick	Georgia	31525	912-342-7275
Viet Le	3276 Buford Hwy., Suite 102	Buford	Georgia	30519	770-271-8006
Viet Le	2590 Hamilton Mill Road	Buford	Georgia	30519	(470)-238-3326
Philip Jones	6124 Hickory Flat Hwy.	Canton	Georgia	30115	770-213-4053
Nikhil Patel	1670 South US Hwy. 27, Suite 100	Carrollton	Georgia	30117	678-664-1274
Mihir Patel	409 E Main Street	Cartersville	Georgia	30121	470-315-4265

Franchisee	Address	City	State	Zip Code	Phone
Philip Jones	5513 Peachtree Blvd	Chamblee	Georgia	30341	770-559-9648
Dean King	5555 Whittlesey Blvd., Suite 1180	Columbus	Georgia	31909	706-494-8770
Greg Thomas	3025 Macon Road	Columbus	Georgia	31906	4042999978
Greg Thomas	1625 Manchester Expressway	Columbus	Georgia	31904	706-221-3021
Michelle Booker	2239 GA. Highway 20	Conyers	Georgia	30013	770-761-5855
Shelton Cook	4131 Hwy 278	Covington	Georgia	30014	770-728-1464
Viet Le	405 Peachtree Pkwy	Cumming	Georgia	30041	770-205-0991
Viet Le	1175 Buford Hwy Ste. 200	Cumming	Georgia	30041	470-239-8542
Ron Anglin	4920 Flat Shoals Parkway	Decatur	Georgia	30034	770-322-8771
Nikhil Patel	9488 Highway 5	Douglasville	Georgia	30135	678-426-7066
Justin Young	1630 Pleasant Hill	Duluth	Georgia	30096	(770) 935-8500
Margaret Adams	6575 Sugarloaf Parkway, Suite 405	Duluth	Georgia	30097	678-373-1663
Greg Thomas	5561 Chamblee Dunwoody Road	Dunwoody	Georgia	30338	770-698-0999
Phalon Clowers	3515 Camp Creek Parkway, Suite 30	East Point	Georgia	30344	404-349-1000
Kilsoo (Kevin) Suh	3002 Allen Drive	Evans	Georgia	30809	706-288-2133
Felicia Elibert	315 Hwy. 314	Fayetteville	Georgia	30214	770-460-0866
Himanshu Patel	898 Battlefield Pkwy	Fort Oglethorpe	Georgia	30742	706-419-8586
Justin Young	890 Dawsonville Hwy	Gainesville	Georgia	30501	770-532-9100
Rodney Myers	4986 Steiner Way, Suite 3	Grovetown	Georgia	30813	706-869-5858
Philip Jones	876 Virginia Ave.	Hapeville	Georgia	30354	404-763-0690
Kwabena Akoto	8465 Holcomb Bridge Road, Suite 690	Johns Creek	Georgia	30022	770-733-1950
Pulkit Patel	2615 George Busbee Pkwy.	Kennesaw	Georgia	30144	770-528-6050
Pulkit Patel	1550 Crater Lake Dr. Suite 120	Kennesaw	Georgia	30152	678-529-6819
Pulkit Patel	3103 Cobb Parkway NW, Suite 119	Kennesaw	Georgia	30152	770-966-2466
Greg Thomas	3375 Sugarloaf Parkway Suite 106	Lawrenceville	Georgia	30044	770-885-8069
Ron Anglin	4747 Stone Mountain Hwy	Lilburn	Georgia	30047	770-736-9334
Ron Anglin	3054 Panola Road	Lithonia	Georgia	30038	678-518-8400
Tawana McGhee	8200 Mall Parkway - Suite 225	Lithonia	Georgia	30038	678-526-8100

Franchisee	Address	City	State	Zip Code	Phone
Ron Anglin	2735 Loganville Hwy	Loganville	Georgia	30052	678-226-2569
Roman Rodriguez	4799 Atlanta Hwy, Suite 540	Loganville	Georgia	30052	770-466-6217
Seigfried Jones	1025 Veterans Memorial Hwy., Building 710	Mableton	Georgia	30126	678-742-8816
Alvin Terrell	4875 Floyd Rd, Suite #303	Mableton	Georgia	30126	678-653-8647
Pulkit Patel	The Shoppes at River Crossing 5080 Riverside Dr., Suite 332	Macon	Georgia	31210	478-474-0408
Joseph Brumbelow	600 New Street, Suite B	Macon	Georgia	31201	478-812-8898
Matt Davidson	2525 Shallowford Rd. #600	Marietta	Georgia	30066	678-445-1287
Matt Davidson	1271 Johnson Ferry Rd.	Marietta	Georgia	30068	770-973-0001
Pulkit Patel	280 Cobb Parkway S., Suite C	Marietta	Georgia	30060	(678) 310-0895
Eric Jones	1415 Hwy 20 West	McDonough	Georgia	30253	678-782-5300
Joseph Brumbelow	119 N. Wayne Street, Suite D	Milledgeville	Georgia	31061	478-295-1234
Antonio Ray	6681 Jonesboro Rd.	Morrow	Georgia	30260	770-961-7944
Sylvester Smith	85 Marketplace Drive, Suite A	Newnan	Georgia	30265	(470) 869-0504
Michael Hamilton	1740 Indian Trail Road Suite 100	Norcross	Georgia	30093	770-806-0266
Bobby Moore	2707 GA-54, Suite 10	Peachtree City	Georgia	30269	770-487-7650
Michael Hamilton	3219 Holcomb Bridge Rd.	Peachtree Corners	Georgia	30092	770-696-4420
Bryant Thorpe	155 Traders Way, Suite 200	Pooler	Georgia	31322	912-348-2950
Jarrod Johnson	832 Turner McCall Blvd.	Rome	Georgia	30161	706-314-9471
Justin Young	1530 Old Alabama Road, Suite 180	Roswell	Georgia	30076	470-719-9907
Justin D Henshaw	1612 Frederica Road, Suite 100	Saint Simons Island	Georgia	31522	912-434-6444
Michelle Booker	6309 Roswell Road, Suite IG	Sandy Springs	Georgia	30328	404-843-8191
Bryant Thorpe	8108 Abercorn St., Suite 130	Savannah	Georgia	31406	912-961-0634
Bryant Thorpe	4827 B. Waters Ave.	Savannah	Georgia	31405	912-354-3755
Rashad Luckett	4317 Ogeechee Road Suite 104	Savannah	Georgia	31405	(912) 999-6526
Christopher Lund	2930 South Cobb Dr.	Smyrna	Georgia	30080	678-239-2150

Franchisee	Address	City	State	Zip Code	Phone
Greg Thomas	2007 Scenic Highway, ste 101	Snellville	Georgia	30078	470-395-6246
Emmett Lee Barnes	357 Brampton Ave.	Statesboro	Georgia	30458	912-623-2399
Eric Jones	600 Eagles Landing Pkwy, Suite 634	Stockbridge	Georgia	30281	678-272-2820
Eric Jones	3525 HWY. 138 SE	Stockbridge	Georgia	30281	770-703-6147
Justin Young	3429 Lawrenceville Suwanee Road Ste. D	Suwanee	Georgia	30024	470-326-5567
Greg Thomas	14949 US Highway 19 South, Suite A	Thomasville	Georgia	31792	229-236-2577
Joseph Brumbelow	4088 Watson Boulevard, Suite 100	Warner Robbins	Georgia	31093	478-333-1318
Jalaj Mehta	372 Exchange Blvd., Suite 1A	Winder	Georgia	30620	770-307-0040
Pulkit Patel	2045 Towne Lake Pkwy., #100	Woodstock	Georgia	30189	678-445-0092
Pulkit Patel	9040 Hwy 92, Ste 150	Woodstock	Georgia	30189	(678) 503-8391
Nathan Davis	317 Homer M Adams Parkway, Suite L	Alton	Illinois	62002	618-433-8322
Christopher Luebbers	3030 Frank Scott Parkway West	Belleville	Illinois	62223	618-234-2658
Kevin Wiggs	660 Carlyle Ave.	Belleville	Illinois	62221	618-641-9028
Feras Alausud	7170 Cermak Rd	Berwyn (North Riverside)	Illinois	60402	(708) 637-4576
Brent Fletcher	2205 East Oakland Ave.	Bloomington	Illinois	61701	309-662-0865
Brent Fletcher	2109 N. Veterans Pkwy	Bloomington	Illinois	61704	309-585-2568
Amin Yassin	217 N Weber Rd	Bolingbrook	Illinois	60490	(630) 754-7474
Brian Ziegler	1279 E. Main Street	Carbondale	Illinois	62901	618-549-0719
Yonas Hagos	1912a Round Barn Rd.	Champaign	Illinois	61821	217-351-0800
Yonas Hagos	1904 S. Neil Street, Suite 101	Champaign	Illinois	61820	217-607-2627
Brian Anderson	United Terminal 1 Gate B-6	Chicago	Illinois	60666	0
Amin Yassin	22 E. Chicago Ave., Suite 118	Chicago	Illinois	60540	630-946-6804
Nathan Palmer	159 N. Wabash Avenue	Chicago	Illinois	60601	773-905-6030
Parth Patel	9940 S Ridgeland Ave	Chicago Ridge	Illinois	60415	(708) 581-4191
Nathan Davis	1104 Collinsville Crossing Blvd	Collinsville	Illinois	62234	(618) 855-8248
Parth Patel	13136 S Cicero Ave	Crestwood	Illinois	60418	708-925-0574
Amin Yassin	1014 Ogden Ave	Downers Grove	Illinois	60515	630-395-9380

Franchisee	Address	City	State	Zip Code	Phone
Clint Gilbert	426 Riverside Drive	East Peoria	Illinois	61611	309-694-6100
Nathan Davis	1501 Troy Road	Edwardsville	Illinois	62025	618-692-5552
Yonas Hagos	1603 Ford Avenue	Effingham	Illinois	62401	217-342-3401
Iyas Abuhasna	2847 W 95th St.	Evergreen Park	Illinois	60805	708-907-3966
Christopher Luebbers	6208 N. Illinois St.	Fairview Heights	Illinois	62208	618-726-7795
Umair Nazir	339 E. Army Trail Road	Glendale Heights	Illinois	60139	224-353-6576
Kevin Wiggs	3401 Nameoki Rd	Granite City	Illinois	62040	618-501-1438
Yonas Hagos	7460 N. Barrington Rd.	Hanover Park	Illinois	60103	630-823-8067
Iyas Abuhasna	17715 Halsted St	Homewood	Illinois	60430	(708) 991-2652
Theodore Jermaine Yancy	16447 West 159th St	Lockport	Illinois	60441	(815) 524-4006
Yonas Hagos	150 E Roosevelt Road	Lombard	Illinois	60148	630-317-7146
Brian Ziegler	1001 W. Main Street	Marion	Illinois	62959	618-944-4550
Brian Griffith	19200 S. LaGrange Road, Suite B	Mokena	Illinois	60448	708-478-6724
Sonal Patel	106 W Rand Rd	Mt Prospect	Illinois	60056	224-735-2525
Amin Yassin	2728 W 75th St, Unit 120	Naperville	Illinois	60564	630-470-9249
Amin Yassin	643 E. Lincoln Highway	New Lenox	Illinois	60451	815-320-3662
Christopher Luebbers	1128 Merchants Way, Suite 300	O'Fallon	Illinois	62269	618-589-9112
Iyas Abuhasna	15619 S La Grange Rd	Orland Park	Illinois	60462	(708) 966-2862
Yonas Hagos	1660 Rand	Palatine	Illinois	60074	847-907-9050
Clint Gilbert	5117 W. Holiday Drive	Peoria	Illinois	61615	13096431787
Parth Patel	13511 S Route 59 Suite 105	Plainfield	Illinois	60544	815-556-8804
Yonas Hagos	7060 Burroughs Ave - Suite A	Plano	Illinois	60545	331-808-4756
William Duke	4435 Broadway	Quincy	Illinois	62305	217-214-5464
Christopher Luebbers	207 W. Winters St. BLDG. 1981	Scott Airforce Base	Illinois	62225	6184165150
Parth Patel	910 Brook Forest Ave	Shorewood	Illinois	60404	815-267-6979
Amit Patel	3612 Touhy Ave	Skokie	Illinois	60076	224-251-8523
Timothy Everett	4319 Yucan Dr.	Springfield	Illinois	62711	217-679-4590

Franchisee	Address	City	State	Zip Code	Phone
Timothy Everett	605 WEST JEFFERSON	Springfield	Illinois	62702	217-670-1962
Amin Yassin	6160 S Cass Ave, Unit D	Westmont	Illinois	60559	331-777-5273
Yonas Hagos	846 Edward Lane	Yorkville	Illinois	60560	630-385-2004
Josh Dennis	9769 E US Hwy 36	Avon	Indiana	46123	317-426-2690
Jim Brooks	1366 S. Rangeline Rd.	Carmel	Indiana	46032	317-688-7997
Josh Dennis	2760 146th Street	Carmel	Indiana	46033	317-343-4915
Parth Patel	301 Indian Boundary Rd	Chesterton	Indiana	46304	219-250-2256
Parth Patel	850 N Superior Dr	Crown Point	Indiana	46307	219-333-2951
Jim Brooks	8270 E. 96th Street	Fishers	Indiana	46037	317-849-5464
Jim Brooks	8890 E. 116th St. Suite 110	Fishers	Indiana	46038	317-572-5410
Tony Ruble	603 Coliseum Blvd.E	Fort Wayne	Indiana	46805-1215	260-444-3048
Tony Ruble	1824 West Dupont Road, Suite G	Fort Wayne	Indiana	46818	260-755-2943
Tony Ruble	5625 West Jefferson Blvd	Fort Wayne	Indiana	46804	260-387-6922
Tony Ruble	10074 Diebold Rd.	Fort Wayne	Indiana	46825	260-387-7617
Lauren Jester	7410 Gumwood Rd Ste. J-1	Granger	Indiana	46530	574-318-4790
Josh Dennis	625 S SR 135 Suite A	Greenwood	Indiana	46142	(317) 680-9303
Ralph Wallmeier	9940 Pendleton Pike, Suite A	Indianapolis	Indiana	46236	317-932-0411
Parth Patel	151 NewPorte Blvd	LaPorte	Indiana	46350	219-575-7067
Parth Patel	8170 Mississippi St	Merrillville	Indiana	46410	219-648-2080
Debbie McIlvoy	4214 Charlestown Rd #1	New Albany	Indiana	47150	812-945-5464
Parth Patel	5894 US-6	Portage	Indiana	46368	(219) 841-9297
Parth Patel	25-B Indianapolis Blvd.	Schererville	Indiana	46375	219-440-7467
Roger Florkiewicz	8235 Wicker Ave.	St. John	Indiana	46373	219-558-2233
Ralph Wallmeier	3300 E. SR 32, Unit A	Westfield	Indiana	46074	317-934-0043
Josh Dennis	6704 Whitestown Pkwy	Zionsville	Indiana	46077	(317) 769-0384
Geoff Jensen	1875 N. Ankeny Blvd, Suite 100	Ankeny	Iowa	50023	515-964-3926
Eric Strackbein	2439 53rd Avenue	Bettendorf	Iowa	52722	563-232-1005
Eric Strackbein	3500 Dodge St	Dubuque	Iowa	52003	563-237-8800

Franchisee	Address	City	State	Zip Code	Phone
Geoff Jensen	1145 Alice's Road	Waukee	Iowa	50263	515-987-0262
Geoff Jensen	5545 Mills Civic Pkwy, Suite 105	West Des Moines	Iowa	50266	515-223-1710
Beth Diane Wittenberg	127 N. Oil Hill Rd	El Dorado	Kansas	67042	316-323-1670
Brandon Nichols	565 Wakarusa Dr.	Lawrence	Kansas	66049	785-424-7755
Brandon Nichols	11707 South Roe Ave., Suite B	Leawood	Kansas	66221	913-491-6218
Terry Langton	12214 W 95th Street	Lenexa	Kansas	66215	913-261-9334
Terry Langton	1228 Westloop Place	Manhattan	Kansas	66502	785-712-2111
Danny Spini	6600 Johnson Dr.	Mission	Kansas	66202	913-384-8948
Brandon Nichols	18575 W. 151st Street	Olathe	Kansas	66062	913-747-9700
Brandon Nichols	12050 W. 135th St.	Overland Park	Kansas	66221	913-897-2525
Brandon Nichols	13440 Metcalf Ave.	Overland Park	Kansas	66213	913-851-8444
Terry Langton	12106-B Shawnee Mission Parkway	Shawnee	Kansas	66216	913-268-5464
Andy Smith	2435 Nashville Road, Suite 110	Bowling Green	Kentucky	42104	2708424257
Andy Smith	2730 Scottsville Rd. Suite C	Bowling Green	Kentucky	42104	270-467-0250
Alexandra Kavi	94D Michigan Ave	Ft. Campbell	Kentucky	42223	270-640-8383
Nick Patel	100 Ikebana Path Suite C	Georgetown	Kentucky	40324	502-370-4228
Alexandra Kavi	2303 Ft. Campbell Blvd	Hopkinsville	Kentucky	42240	270-887-8767
Hunter Tigert	1504 Bardstown Rd.	Louisville	Kentucky	40205	502-454-5494
Hunter Tigert	3925 Shelbyville Road	Louisville	Kentucky	40207	502-893-4228
Justin Young	5210 S Dixie Hwy	Louisville	Kentucky	40216	(502) 365-3217
Justin Young	96 CAROTHERS ROAD	Newport	Kentucky	41071	859-261-3200
Wendy Marcantel	4611 Jackson Street Suite C	Alexandria	Louisiana	71303	318-448-1520
Matthew Montgomery	906 W Oak Street	Amite	Louisiana	70422	985-247-7100
Michael Badeaux	3851 S. Sherwood Forest Blvd.	Baton Rouge	Louisiana	70816	225-291-5464
Michael Badeaux	9634 Airline Hwy., Suite F-1C	Baton Rouge	Louisiana	70815	225-926-9104
Michael Badeaux	10050 Burbank Drive	Baton Rouge	Louisiana	70810	225-364-2768
Michael Badeaux	14455 Wax Rd. Ste. 552	Baton Rouge	Louisiana	70818	225-262-4422
Rod Nunez	301 Main St.	Baton Rouge	Louisiana	70801	225-341-3101

Franchisee	Address	City	State	Zip Code	Phone
Sean Cangelosi	4965 Government Street	Baton Rouge	Louisiana	70806	225-927-5080
Sean Cangelosi	100 Student Recreation Complex	Baton Rouge	Louisiana	70803	225-578-7199
Michael Badeaux	10825 Florida Blvd. Suite A	Baton Rouge	Louisiana	70815	225-275-6202
Michael Badeaux	14110 Coursey Blvd.	Baton Rouge	Louisiana	70817	225-751-4040
John Tyler Davidson	6556 Siegan Lane, Suite A	Baton Rouge	Louisiana	70809	225-615-7793
Sean Cangelosi	3676 Harding Blvd.	Baton Rouge	Louisiana	70807	225-355-5464
Michael Badeaux	18107 Highland Market Drive Suite 106	Baton Rouge	Louisiana	70810	225-478-1287
Sean Cangelosi	630 Arlington Creek Center Boulevard	Baton Rouge	Louisiana	70820	225-227-2850
Mark Patrick Fritscher II	Our Lady of the Lake Hospital	Baton Rouge	Louisiana	70806	225-388-5468
Sean Cangelosi	LSU Student Union	Baton Rouge	Louisiana	70803	225-578-5772 (Call - 504-444-7672)
Sean Cangelosi	3627 Perkins Road, Suite B	Baton Rouge	Louisiana	70808	225-256-4463
Phi Linh Ellis	8160 Hwy. 23	Belle Chasse	Louisiana	70037	504-393-1604
Bradley Walker	4970 Barksdale Blvd.	Bossier City	Louisiana	71112	318-747-7795
Eric Gibbs	2650 Beene Blvd.	Bossier City	Louisiana	71111	318-213-6016
Eric Gibbs	2949 E. Texas St., Suite 100	Bossier City	Louisiana	71111	318-584-7023
Heather Knight Billeaud	113 St. Nazaire Rd.	Broussard	Louisiana	70518	337-839-9373
David Magri	3344 Paris Rd.	Chalmette	Louisiana	70043	504-277-6195
Frank Nuccio	1412 N Hwy 190	Covington	Louisiana	70433	985-809-9722
Christine Nuccio	70456 Hwy. 21, Suite 2	Covington	Louisiana	70433	985-875-7793
Robbie Bankston	71331 Hwy 1077	Covington	Louisiana	70433	985-327-7886
Michael Badeaux	1121 South Range Ave., Suite B	Denham Springs	Louisiana	70726	225-667-5322
Michael Badeaux	27342 Juban Road., Suite 101	Denham Springs	Louisiana	70726	225-998-1324
Adolph Grimes	12519 Airline Highway, Ste I	Destrehan	Louisiana	70047	985-725-0008
Alexandra Kavi	2275 Louisiana Ave	Fort Polk	Louisiana	71459	337-537-1500
Sean Cangelosi	13011 HWY 73 Suite B	Geismar	Louisiana	70734	225-673-9143
Michael Badeaux	320 W. Highway 30	Gonzales	Louisiana	70737	225-644-0155

Franchisee	Address	City	State	Zip Code	Phone
Michael Badeaux	1618 N. Airline Hwy.	Gonzales	Louisiana	70737	225-644-8539
Brett Lawson	91 Westbank Expressway	Gretna	Louisiana	70053	504-365-5464
Patrick Calhoun	1910 SW Railroad Ave.	Hammond	Louisiana	70403	985-542-1699
Matthew Montgomery	2705 W. Thomas Street	Hammond	Louisiana	70403	985-956-7274
Robert Israel	913 S Clearview Pkwy, Suite B	Harahan	Louisiana	70123	504-734-1442
Anthony Sequeira	8444 Jefferson Highway	Harahan	Louisiana	70123	504-738-9239
Karen Nichols	1650 Manhattan Blvd.	Harvey	Louisiana	70058	504-227-9205
Sean Cangelosi	1052 W Tunnel Blvd	Houma	Louisiana	70364	985-851-3313
Sean Cangelosi	1246 Grand Caillou Rd.	Houma	Louisiana	70363	985-873-5414
Sean Cangelosi	1925 Martin Luther King Blvd.	Houma	Louisiana	70360	985-360-3189
Sean Cangelosi	4041 Williams Blvd., Ste. 4-A	Kenner	Louisiana	70065	504-305-3980
Steve Shields	327 West Esplanade	Kenner	Louisiana	70065	504-468-5952
Paul Kelly	MSY Airport	Kenner	Louisiana	70062	0
Heather Knight Billeaud	4307 Ambassador Caffery	Lafayette	Louisiana	70508	337-993-9963
Sodexo UL Lafayette	ULL Student Union, 620 McKinley St	Lafayette	Louisiana	70503	Renee's (504-214-6816)
Sodexo UL Lafayette	225 Cajundome Blvd	Lafayette	Louisiana	70506	3374826179
Donald Lacoste	4300 Ryan St.	Lake Charles	Louisiana	70605	337-478-4080
Tyronne Astugue	1506 West Airline Hwy	LaPlace	Louisiana	70068	985-651-2947
Sean Cangelosi	12531 Hwy. 90, Unit C	Luling	Louisiana	70070	985-331-5135
Patrick Calhoun	1830 North Causeway Approach	Mandeville	Louisiana	70471	985-626-9159
Robbie Bankston	2100 Florida St.	Mandeville	Louisiana	70448	985-624-5556
Christine Nuccio	68244 Hwy. 59	Mandeville	Louisiana	70471	985-892-7432
Karen Nichols	1991-B Barataria Blvd.	Marrero	Louisiana	70072	504-349-0900
Steve Shields	7215 Veterans Memorial Blvd., Suite C	Metairie	Louisiana	70003	504-457-4456
Steve Shields	4539 Veterans Blvd.	Metairie	Louisiana	70006	504-457-3233
Eric Solsky	1431 Veterans Memorial Blvd.	Metairie	Louisiana	70005	504-834-1818
Adolph Grimes	5803 Airline Drive	Metairie	Louisiana	70003	504-734-3994

Franchisee	Address	City	State	Zip Code	Phone
David Grush	3301 Veterans Blvd., Suite 78-G	Metairie	Louisiana	70002	504-838-8344
Joe Gallo	2701 Airline Drive, ste. N	Metairie	Louisiana	70001	504-837-4020
Rose Kuhnau	3515 Veterans Memorial Blvd.	Metairie	Louisiana	70002	504-885-8444
Bradley Walker	1404 N. 18th St.	Monroe	Louisiana	71201	318-387-0037
Nick Tamporello	1141 Victor II Blvd.	Morgan City	Louisiana	70380	985-380-3157
Lee Waskom	810 University Pkwy.	Natchitoches	Louisiana	71457	318-238-5464
Nick Tamporello	718 Lewis St. South	New Iberia	Louisiana	70560	337-321-9588
Alex Bowen	6600 Franklin Ave., #A-11	New Orleans	Louisiana	70122	504-288-5863
Andrea Selby Evans	5300 Tchoupitoulas St., #D-4	New Orleans	Louisiana	70115	504-895-4340
Eric Solsky	6221 S. Claiborne Ave.	New Orleans	Louisiana	70125	504-866-3555
Chandra Gettys	3865 General DeGaulle Dr. Ste. B	New Orleans	Louisiana	70114	504-362-9995
Wardell Bourgeois	8050 Crowder Blvd.	New Orleans	Louisiana	70127	504-245-1133
Rose Kuhnau	1905 St. Charles Avenue	New Orleans	Louisiana	70130	504-523-2030
Rob Heidingsfelder	Loyola University 6363 St. Charles Avenue Campus Box 243	New Orleans	Louisiana	70118	504-865-2127
Khalil Jatala	1515 Poydras Street STE 160	New Orleans	Louisiana	70112	504-309-8311
Khalil Jatala	114 Royal St.	New Orleans	Louisiana	70132	504-218-8994
Robert Israel	224 N. Carrollton Ave	New Orleans	Louisiana	70119	504-486-0330
Rose Kuhnau	111 Allen Toussaint Blvd, Ste A	New Orleans	Louisiana	70124	504-286-1471
Joe Gallo	1201 Jefferson Hwy.	New Orleans	Louisiana	70121	504-218-7853
Matthew Montgomery	2000 Tulane Avenue	New Orleans	Louisiana	70112	504-841-9083
Matthew Montgomery	1501 Elysian Fields Avenue	New Orleans	Louisiana	70117	504-252-4625
Jason Hewlett	1514 Jefferson Highway	New Orleans	Louisiana	70121	504-842-3350
Wendy Marcantel	3766 Monroe Hwy	Pineville	Louisiana	71360	318-640-0587
Christy Knight	401 West Pine St.	Ponchatoula	Louisiana	70454	985-370-0501
Sean Cangelosi	3225 LA Highway 1 S	Port Allen	Louisiana	70767	225-448-3257
Sean Cangelosi	37459 Ultima Plaza Blvd., Ste. A	Prairieville	Louisiana	70769	225-744-4888
Alex Bowen	4841 Hwy 1	Raceland	Louisiana	70394	985-532-6050

Franchisee	Address	City	State	Zip Code	Phone
Bradley Walker	1100 Cooktown Rd.	Ruston	Louisiana	71270	318-251-8181
Heather Knight Billeaud	110 Apollo Rd, Suite A.	Scott	Louisiana	70583	337-703-4428
Bradley Walker	1641 E 70th, Suite 100	Shreveport	Louisiana	71105	318-797-1799
Eric Gibbs	9070 Mansfield Road	Shreveport	Louisiana	71118	318-550-4674
Doug Nash	533 Gause Blvd	Slidell	Louisiana	70458	985-643-1015
Doug Nash	2349 East Gause Blvd	Slidell	Louisiana	70461	985-649-6144
Larry Welch	4038 Pontchartrain Drive	Slidell	Louisiana	70458	985-606-1177
Patrick Calhoun	430 Town Center Parkway	Slidell	Louisiana	70458	985-707-1707
Donald Lacoste	1024 Beglis Parkway	Sulphur	Louisiana	70663	337-888-3058
Robert Israel	900-A Terry Parkway	Terrytown	Louisiana	70056	504-393-7600
Sean Cangelosi	210 N CANAL BLVD	Thibodaux	Louisiana	70301	985-492-1147
Michael Badeaux	28977 Hwy 447, Suite A	Walker	Louisiana	70785	225-271-8019
Michael Badeaux	33939 Highway 16	Watson	Louisiana	70706	225-271-8181
Bradley Walker	3212 Cypress Street	West Monroe	Louisiana	71291	318-651-9345
Phi Linh Ellis	1030 Avenue D	Westwego	Louisiana	70094	504-702-8130
Heather Knight Billeaud	3012 E. Milton Ave.	Youngsville	Louisiana	70592	337-451-4003
Michael Badeaux	4357 High Street.	Zachary	Louisiana	70791	225-658-5464
Juan "John" Avalos	1010-H BEARDS HILL RD.	Aberdeen	Maryland	21001	410-297-8491
Glen Peck	2331 Forest Drive, Suite C	Annapolis	Maryland	21401	443-214-5940
Afnan Ahmad	851 East Fort Ave.	Baltimore	Maryland	21230	(240) 799-7440
Cindy Rohde	400 W. Cold Spring Lane	Baltimore	Maryland	21210	443-835-1670
Tisha Skinner	BWI Thurgood Marshall Airport, Terminal D14	Baltimore	Maryland	21240	410-859-1895
Cindy Rohde	1209 N. Charles Street, Suite B2	Baltimore	Maryland	21201	443-438-7083
Kunta Little	7175 Security Blvd., Suite 103	Baltimore	Maryland	21244	(443) 348-5132
Afnan Ahmad	225 Brierhill Drive Ste. J	Bel Air	Maryland	21015	410-836-5563
Ofer Dagan	4710 Bethesda Ave	Bethesda	Maryland	20814	301-656-0690
Tonya Brigham	15407 Excelsior Dr.	Bowie	Maryland	20716	202-302-0981

Franchisee	Address	City	State	Zip Code	Phone
Wanda Honeyblue	8874 McGaw Road	Columbia	Maryland	21045	410-290-3455
Juan "John" Avalos	5425 Lynx Lane, Suite 110	Columbia	Maryland	21044	410-964-0100
Rolanda Burnett	1345 Liberty Road	Eldersburg	Maryland	21784	443-398-8970
John Meissner	1528 Rock Spring Rd., Suite 300	Forest Hill	Maryland	21050	410-838-7586
Krishna Jetti	5219-A Presidents Court	Frederick	Maryland	21703	301-663-5464
Juan "John" Avalos	1316 Main Chapel Way	Gambrills	Maryland	21054	410-451-4519
Tonya Brigham	7529 Greenbelt Road	Greenbelt	Maryland	20770	(301) 614-2100
Afnan Ahmad	9100 McHugh Dr. Suite 550	Landover	Maryland	20706	(301) 341-4044
Tisha Skinner	14720 Baltimore Ave. Suite 105	Laurel	Maryland	20707	301-490-6900
Afnan Ahmad	8533 Veterans Highway, Suite 101A	Millersville	Maryland	21108	443-685-3369
Kunta Little	9167 Reisterstown Rd	Owings Mills	Maryland	21117	443-660-7340
ShawnDell Pullam	428 Solomons Island Road	Prince Frederick	Maryland	20678	443-295-7167
Gilly Arie	14941-F Shady Grove Rd.	Rockville	Maryland	20850	301-279-2660
Nathan Hanson	1611 Rockville Pike, Space 26	Rockville	Maryland	20852	240-669-3715
Glen Peck	556 Ritchie Highway	Severna Park	Maryland	21146	443-906-2512
Rolanda Burnett	1830 York Road	Timonium	Maryland	21093	410-616-9571
Cindy Rohde	824 Dulaney Valley Road	Towson	Maryland	21204	443-841-7306
ShawnDell Pullam	48 Watkins Park Drive	Upper Marlboro	Maryland	20774	301-850-4844
ShawnDell Pullam	2875 Crain Hwy Suite 5B	Waldorf	Maryland	20601	240-585-5154
John Meissner	5 Bel Air South Parkway, Suite A115	West Bel Air	Maryland	21015	443-402-1611
Rolanda Burnett	29 Englar Rd.	Westminster	Maryland	21157	667-314-3111
Christopher Klebba	3169 Fairlane Blvd	Allen Park	Michigan	48101	313-723-1100
Christopher Klebba	2525 Jackson Rd	Ann Arbor	Michigan	48105	734-822-5020
Christopher Klebba	50918 23 Mile Rd	Chesterfield	Michigan	48051	586-221-8120
Christopher Klebba	5009 Miller Road	Flint Township	Michigan	48507	810-777-8020
Christopher Klebba	29605 W. Seven Mile Rd	Livonia	Michigan	48152	734-838-5500
Christopher Klebba	11003 MIDDLEBELT RD.	Livonia	Michigan	48150	734-245-2366
Paul Schoonveld	1422 Presque Isle Ave.	Marquette	Michigan	49855-2808	906.227.6633

Franchisee	Address	City	State	Zip Code	Phone
Christopher Klebba	6121 S. Westnedge Ave.	Portage	Michigan	49002	269-888-8010
Christopher Klebba	3135 W 13 Mile Rd	Royal Oak	Michigan	48073	248-609-1100
Christopher Klebba	29111 Telegraph Rd	Southfield	Michigan	48034	(248) 609-1200
Christopher Klebba	16106 Fort Street	Southgate	Michigan	48195	734-423-7700
Christopher Klebba	27735 Harper Avenue	St. Clair Shores	Michigan	48080	586-519-0963
Christopher Klebba	20410 West Rd	Woodhaven	Michigan	48183	734-391-1300
Deanna Nash	1007 Highway 90	Bay St. Louis	Mississippi	39520	228-231-1755
Michael Badeaux	310 Popps Ferry Rd.	Biloxi	Mississippi	39531	228-273-4683
Ron Womack	201 Woodgate Drive S	Brandon	Mississippi	39402	601-591-7159
Ron Womack	105 Hwy 80 E	Clinton	Mississippi	39056	601-924-2833
Michael Badeaux	3826 Promenade Pkwy	D'Iberville	Mississippi	39540	228-396-2777
Bert Wilkinson	114 Market St. Suite 100	Flowood	Mississippi	39232	601-932-0077
Michael Badeaux	632 Courthouse Rd.	Gulfport	Mississippi	39507	228-896-4989
Michael Badeaux	10573 US Highway 49	Gulfport	Mississippi	39503	(228) 346-2015
Travis Bolster	3705 Hardy Street	Hattiesburg	Mississippi	39402	601-271-2050
Travis Bolster	6101 Highway 98	Hattiesburg	Mississippi	39402	601-264-2936
John Morgan Hughes	6392 E Ridgewood Ct, Ste. A-1	Jackson	Mississippi	39211	601-952-0400
Anteneh Lemma	2601 N. State Street	Jackson	Mississippi	39216	769-243-7338
John Morgan Hughes	1220 E. Northside Dr.	Jackson	Mississippi	39211	769-524-4479
Clay Koenig	920 N. 16th Ave.	Laurel	Mississippi	39440	601-342-2003
Ron Womack	1022 US 51	Madison	Mississippi	39110	601-605-6001
Ron Womack	1091 Gluckstadt Rd., Suite G	Madison	Mississippi	39110	769-300-0947
Stephen Foley	1611 Delaware Ave.	McComb	Mississippi	39648	601-680-0202
John O'Neil Johnson III	2535 N. Hills Street	Meridian	Mississippi	39305	601-286-5746
Doug Nash	2708 Bienville Blvd	Ocean Springs	Mississippi	39564	228-875-0858
Andy Mouhot	7409 Goodman Road	Olive Branch	Mississippi	38654	662-420-7725
Jason Roberts	2311 West Jackson Ave	Oxford	Mississippi	38655	662-259-2651
Mark Summers	549 Highway 11 South	Picayune	Mississippi	39466	601-749-5389

Franchisee	Address	City	State	Zip Code	Phone
Ron Womack	918 Hwy 49 South	Richland	Mississippi	39218	769-257-7483
Bert Wilkinson	1000 Highland Colony Pkwy	Ridgeland	Mississippi	39157	601-856-4303
Anthony Pitts	6582 Getwell Road, Suite C	Southaven	Mississippi	38672	662-253-8539
Jason Roberts	308 Hwy 12 West	Starkville	Mississippi	39759	662-268-8261
Yonas Hagos	9301 Gravois Rd.	Affton	Missouri	63123	(314) 390-2877
David Long	1272 Jeffco Blvd.	Arnold	Missouri	63010	636-333-2581
Jim Parr III	200 NW State Route 7	Blue Springs	Missouri	64014	816-800-1915
Christopher Luebbers	1413 S Hanley Road	Brentwood	Missouri	63144	314-833-3742
Yonas Hagos	12294 St. Charles Rock Road, Suite A	Bridgeton	Missouri	63044	(314) 455-3184
Chris Wheeler	97 N. Kingshighway St.	Cape Girardeau	Missouri	63701	573-335-6400
Eric Kaemmerer	703 Long Road Crossing Drive, suite 8	Chesterfield	Missouri	63005	636-519-7775
Chase Mathis	29 N. Central Ave.	Clayton	Missouri	63105	314-240-5516
Derek Kent	805 E. Nifong Blvd.	Columbia	Missouri	65201	573-228-6333
Derek Kent	1203 E. Broadway	Columbia	Missouri	65201	573-607-9204
Ceasar Villegas	4765 Hwy. N	Cottleville	Missouri	63304	636-939-5464
Yonas Hagos	12599 A- Olive Blvd.	Creve Coeur	Missouri	63141	314-576-4770
Nathan Davis	15819 Fountain Plaza Drive	Ellisville	Missouri	63017	636-527-7328
Rebecca "Becky" Moe	750 Gravois Bluff Blvd., Unit A	Fenton	Missouri	63026	636-678-7518
Gregory Klos	955 Veterans Blvd	Festus	Missouri	63028	636-638-1999
Yonas Hagos	8471 N. Lindbergh Blvd.	Florissant	Missouri	63031	314-733-5123
Jim Parr III	3901 S. Bolger Road, Suite D	Independence	Missouri	64055	816-812-7059
Jim Parr III	4140 S. Noland Rd - Suite B	Independence	Missouri	64055	816-814-4315
Derek Kent	2208 Missouri Blvd. Suite 104	Jefferson City	Missouri	65109	573-616-2007
Steven Taggart	2202 South Rangeline Road	Joplin	Missouri	64804	417-317-5087
Danny Spini	8825 State Line Road	Kansas City	Missouri	64114	816-333-0404
Danny Spini	9269 NE 83rd Terrace	Kansas City	Missouri	64158	816-792-2422
Danny Spini	6368 N. Cosby Ave.	Kansas City	Missouri	64151	816-746-5464
Danny Spini	7121 NW Barry Rd.	Kansas City	Missouri	64153	816-587-5464

Franchisee	Address	City	State	Zip Code	Phone
Yonas Hagos	465A South Kirkwood Road	Kirkwood	Missouri	63122	314-821-4770
David Long	105 Pond Fort Trail	Lake St. Louis	Missouri	63367	636-625-2667
Danny Spini	1171 W. Kansas	Liberty	Missouri	64068	816-439-5555
Dave Maple	14505 Manchester Road	Manchester	Missouri	63011	636-527-9553
Yonas Hagos	12683 Dorsett Rd	Maryland Heights	Missouri	63043	314-485-8825
Ceasar Villegas	1314 Highway K	O'Fallon	Missouri	63366	636-294-7849
Yonas Hagos	2800 South McKnight Road	Rock Hill	Missouri	63119	314-736-5707
Edith Bell-Brown	1903 N. Bishop Ave.	Rolla	Missouri	65401	573-600-6860
Yonas Hagos	308 Mid Rivers Mall Drive	Saint Peters	Missouri	63376	636-387-0163
Robert (Rob) Edwards	4406 South Campbell Ave, Unit 104	Springfield	Missouri	65810	417-368-0735
Robert Dodd	920 5th Street	St. Charles	Missouri	63301	636-724-5464
Robert Dodd	2101 Zumbehl Road	St. Charles	Missouri	63303	636-757-5555
Robert Dodd	3784 Elm Street	St. Charles	Missouri	63301	636-925-3500
Brandon Nichols	3508 N. Belt Hwy., Suite B	St. Joseph	Missouri	64506	816-273-5511
Yonas Hagos	4475 Forest Park Ave.	St. Louis	Missouri	63108	314-534-9231
Nafees Rehmatullah	7421 S. Lindbergh Blvd.	St. Louis	Missouri	63125	314-448-1946
Nathan Davis	6424 Chippewa Street	St. Louis	Missouri	63109	314-833-4455
David Moe	3720 S. Lindbergh Blvd.	St. Louis	Missouri	63127	314-394-0939
Andrew Abraham	4867 Mexico Rd.	St. Peters	Missouri	63376	636-244-5507
David Long	1810 Bedford Lane	Washington	Missouri	63090	636-283-5032
David Long	1861 Wentzville Pkwy	Wentzville	Missouri	63385	636-856-1660
Kimberly Codr-Stockman	5141 O Street, Suite F	Lincoln	Nebraska	68510	402-464-5464
Dennis Dugan	8900 West Center Road, Suite 101	Omaha	Nebraska	68124	402-614-2888
Dennis Dugan	17810 Pierce Plaza, Suite 120	Omaha	Nebraska	68118	402-991-8084
Mike Erftmier	4004 North 132nd Street, Suite 103	Omaha	Nebraska	68164	402-884-2600
Quang Le	9820 S. 71st Plz, Suite 107	Papillion	Nebraska	68133	402-506-4945
Brandon Jamparueang	6530 N. Buffalo Dr. Suite 150	Las Vegas	Nevada	89131	702-857-7584
Victoria Powell	8000 W. Sahara Ave	Las Vegas	Nevada	89117	702-384-5464

Franchisee	Address	City	State	Zip Code	Phone
Brandon Jamparueang	5025 Blue Diamond Rd, Ste #110	Las Vegas	Nevada	89139	702-201-1552
David Diamant	1121 HWY 34 Suite C	Aberdeen	New Jersey	07747	732-970-5588
Brandon Shamy	908 Route 1 North	Avenel	New Jersey	07001	732-874-5609
Brandon Shamy	726 Route 202 South	Bridgewater	New Jersey	8807	908-722-4920
Nick Gilanelli	195 Route 130 South	Cinnaminson	New Jersey	8077	856-786-0044
Brandon Shamy	301 CENTRAL AVENUE, UNIT 7	Clark	New Jersey	07066	732-215-4534
Humza Tanvir	1330 Fairview Blvd. Ste F	Delran	New Jersey	08075	856-544-3401
Brandon Shamy	691 US Hwy 1 South - Unit 1	Edison	New Jersey	08817	(848) 202- 9662
Brandon Shamy	322 Rt. 31	Flemington	New Jersey	8822	908-237-0307
Frank Gilanelli	Joint Base McGuire-Dix-Lakehurst, Building 3452, 3452 Brody Ave.	Fort Dix	New Jersey	08640	609-521-5005
Dharmik Desai	3100 Quakerbridge Rd.	Hamilton Township	New Jersey	08619	609-838-7292
Brandon Shamy	706 Route 206	Hillsborough	New Jersey	8844	9083596665
Humza Tanvir	1031 Route 73 North, Suite A	Marlton	New Jersey	08053	856-983-2800
David Diamant	1159 Hwy. 35	Middletown	New Jersey	07748	732-671-3430
Michael Frantino	12 US Route 9, UNIT 103B	Morganville	New Jersey	07751	732-970-6368
David Diamant	65 Broad St.	Red Bank	New Jersey	07701	732-747-2130
Thomas Leitner	458 Elizabeth Ave., Suite 4	Somerset	New Jersey	8873	732-412-7416
Brandon Shamy	25 Route 22 E Unit F	Springfield	New Jersey	07081	973-218-6045
George Matthews	462 Springfield Ave.	Summit	New Jersey	07901	908-918-1464
Tanvir Ahmed	1192 White Horse Road Unit 4	Voorhees Township	New Jersey	08043	856-229-7891
Thomas Leitner	9 Mount Bethel Road	Warren	New Jersey	07059	908-222-3590
Humza Tanvir	301 NJ-73 Ste 2	West Berlin	New Jersey	08091	856-335-4881
Jason Simpson	3554 E. Main St. #G	Farmington	New Mexico	87402	505-258-4335
Yolanda Ziegler	394 Myrtle Avenue	Brooklyn	New York	11205	929-992-3400
Justin Young	225A Glen Cove Rd.	Carle Place	New York	11514	516-280-6585

Franchisee	Address	City	State	Zip Code	Phone
Justin Young	9 Clifton Country Road	Clifton Park	New York	12065	(518) 280-0490
Juliet Fattel	5743 WIDEWATERS PKWY STE 200	Dewitt	New York	13214	315-299-5205
Joseph MacDonald	50 Stanley Ave. (Exit 16 on the Saw Mill Parkway-lower level behind Verizon Wireless)	Dobbs Ferry	New York	10533	914-478-8373
Justin Young	747 US Route 9	Fishkill	New York	12524	845-440-8732
Justin Young	1615 Ulster Ave.	Kingston/Lake Katrine	New York	12449	845-443-4823
Andrew Weinstein	610 Broadhollow Road - Suite 10	Melville	New York	11747	631-390-8606
Justin Young	335 Route 211 E.	Middletown	New York	10940	845-381-1146
Justin Young	1221 Route 300 Suite 101	Newburgh	New York	12550	845-567-0200
Justin Young	2627 South Rd - Suite 10	Poughkeepsie	New York	12601	845-471-4616
Justin Young	1571 Route 9	Wappingers Falls	New York	12590	845-297-4327
Yonas Hagos	1578 Hendersonville Rd.	Asheville	North Carolina	28803	828-424-7747
Frank Horrocks	1118 Parkside Main Street	Cary	North Carolina	27519	919-985-7495
Brian Augustine	301 S. College Street	Charlotte	North Carolina	28202	704-374-0200
Alexander Ellis	8022 Providence Rd, Suite 400	Charlotte	North Carolina	28277	704-540-2303
Christian Contreras	9605 N. Tryon St., Suite V	Charlotte	North Carolina	28262	704-503-5122
Brian Augustine	8710 Krefeld Dr.	Charlotte	North Carolina	28227	704-846-1665
Alexander Ellis	1600 E. Woodlawn, #220	Charlotte	North Carolina	28209	704-525-0999
Bradley Antonoff	14825 John J. Delaney Dr., #185	Charlotte	North Carolina	28277	704-544-4374
Bradley Antonoff	9405 Bryant Farms Rd	Charlotte	North Carolina	28277	704-752-5031
Bradley Antonoff	14130 Rivergate Parkway	Charlotte	North Carolina	28273	704-587-6001
Brian Augustine	9831 Rea Rd.	Charlotte	North Carolina	28277	704-845-6811
Alexander Ellis	1235-H East Blvd.	Charlotte	North Carolina	28203	704-335-2200
Alexander Ellis	3020 Prosperity Church Rd. Suite E	Charlotte	North Carolina	28269	704-548-8683
Alexander Ellis	8439 Davis Lake Parkway A-2	Charlotte	North Carolina	28269	(980) 999-5648
Alexander Ellis	4736 Sharon Road, Suite W	Charlotte	North Carolina	28210	704-900-5550

Franchisee	Address	City	State	Zip Code	Phone
Gary Davies	8150 Mt. Holly Huntersville Rd. Unit C	Charlotte	North Carolina	28216	980-207-3617
Alexander Ellis	8156 S. Tryon St. Suite A	Charlotte	North Carolina	28273	704-588-8077
LaVondria Bullard	5220 New Fashion Way, Suite 300	Charlotte	North Carolina	28278	704-583-5999
Charles Deffenbaugh	9425 South Blvd Suite B	Charlotte	North Carolina	28273	980-920-0060
Brian Augustine	360 Exchange St. NW	Concord	North Carolina	28027	704-262-7541
Gary Davies	3661 Concord Parkway South	Concord	North Carolina	28027	980-439-8377
Brian Augustine	3050 Derita Rd, Suite 60	Concord	North Carolina	28027	(980)-225-7036
Mike Jones	1125 W. NC Hwy. 54	Durham	North Carolina	27707	919-489-7300
Mike Jones	4215 University Drive, Suite 100	Durham	North Carolina	27707	919-294-9508
Mike Jones	1929 Skibo Road Suite 112	Fayetteville	North Carolina	28314	910-867-7755
Mike Jones	4401 Ramsey Street, Suite 108	Fayetteville	North Carolina	28311	910-568-5219
Brian Augustine	2230 E. Franklin Blvd. Ste 130	Gastonia	North Carolina	28054	(980)320-1708
Gary Davies	3670 New Hope Road, Suite 4	Gastonia	North Carolina	28056	704-879-6150
Jennifer Clausen	2403 Battleground Ave	Greensboro	North Carolina	27408	336-285-9372
Jennifer Clausen	340 Tate Street	Greensboro	North Carolina	27403	336-617-3725
Mike Jones	709 Greenville Blvd., Suite 102	Greenville	North Carolina	27858	252-751-0020
David La Franque	4029 Harris Square Dr.	Harrisburg	North Carolina	28075	704-456-7086
Adam Cozzolino	225 12th Ave. NE	Hickory	North Carolina	28601	828-855-3833
Mike Jones	4208 Lassiter Drive, Suite J	Holly Springs	North Carolina	27540	919-285-2187
Christian Contreras	16933 Kaufinger St.	Huntersville	North Carolina	28078	704-987-1431
LaVondria Bullard	14210 Market Square Drive Suite F1	Huntersville	North Carolina	28078	704-274-5498
Bradley Antonoff	208 Postage Way	Indian Trail	North Carolina	28079	704-821-5705
Mike Jones	460 Western Blvd.	Jacksonville	North Carolina	28546	910-939-5884
Alexander Ellis	3118 Fincher Farm Rd	Matthews	North Carolina	28104	704-321-9015
Brian Augustine	591-T River Hwy.	Mooresville	North Carolina	28117	704-663-1001
Brandon Serbus	5000 Hwy 70 Suite 106	Morehead City	North Carolina	28557	252-773-0172
Gary Davies	179 Independence Blvd.	Morganton	North Carolina	28655	(828) 475-6940
Frank Horrocks	1117 Market Center Dr	Morrisville	North Carolina	27560	919-800-0118

Franchisee	Address	City	State	Zip Code	Phone
Mike Jones	4120 Main at North Hills St. Suite 110	Raleigh	North Carolina	27609	984-232-8215
Arden Davies	2045 S. Horner Blvd, Suite B	Sanford	North Carolina	27330	919-292-0377
Arden Davies	15080-H IDLEWILD ROAD	Stallings	North Carolina	28104	704-893-5208
Mike Jones	415-2 South College Road	Wilmington	North Carolina	28403	910-796-0025
Mike Jones	2316 S. 17th St., Unit 160	Wilmington	North Carolina	28401	910-793-5522
Mike Jones	7150 Market Street, Suite 150	Wilmington	North Carolina	28411	910-319-7641
Eric Pierce-French	3510 Pentagon Blvd	Beavercreek	Ohio	45431	937-429-0779
Christopher Klebba	706 W. Waterloo St Ste C	Canal Winchester	Ohio	43110	380-228-5500
Adam Gerig	4944 Everhard Road	Canton	Ohio	44718	330-498-5464
Stephen Lund	440-C Ohio Pike	Cincinnati	Ohio	45255	513-528-4539
Stephen Lund	11414 Montgomery Road	Cincinnati	Ohio	45242	513-489-2567
Stephen Lund	215 Calhoun St.	Cincinnati	Ohio	45219	513-281-1110
Justin Young	3251 Vandercar Way	Cincinnati	Ohio	45209	513-351-1632
Justin Young	155 E 2nd St W	Cincinnati	Ohio	45202	513-421-1800
Matthew Graham	1924 Polaris Pkwy	Columbus	Ohio	43240	614-505-7072
Shane Chauvin	5470 Westpointe Plaza Dr	Columbus	Ohio	43228	614-921-1100
Shane Chauvin	8211 North High St.	Columbus	Ohio	43235	614-985-9999
Shane Chauvin	1246 W. 5th Ave, Space #16	Columbus	Ohio	43212	614-706-4881
Christopher Klebba	6539 E. Broad Street	Columbus	Ohio	43213	614-892-8800
Marwan Touma	1930 Portage Trail	Cuyahoga Falls	Ohio	44223	330-400-4977
Lynne Pierce-French	2321 Miamisburg Centerville Rd.	Dayton	Ohio	45459	937-434-4100
Shane Chauvin	6355 Perimeter Drive	Dublin	Ohio	43016	614-336-8400
Justin Young	8744 Michael Lane	Fairfield	Ohio	45014	513-829-4700
Shane Chauvin	1350 N. Hamilton Rd.	Gahanna	Ohio	43230	614-478-4901
Christopher Klebba	6007 Hoover Rd.	Grove City	Ohio	43123	614-875-0242
Honghua Zhong	6752 Cincinnati Dayton Rd	Liberty Township	Ohio	45044	513-779-5464
Christopher Klebba	1948 Marion-Mt. Gilead	Marion	Ohio	43302	740-914-2900
Justin Young	8237 Arbor Square Dr.	Mason	Ohio	45040	513-492-8619

Franchisee	Address	City	State	Zip Code	Phone
Joe Megyesi	6228 Mayfield Rd.	Mayfield Heights	Ohio	44124	440 565-7878
Anna Dey	7322 Mentor Ave	Mentor	Ohio	44060	440-510-8055
Christopher Klebba	5190 New Albany Rd	New Albany	Ohio	43054	(614) 892-8900
Anilkumar Patel	34250 Center Ridge Road	North Ridgeville	Ohio	44039	440-657-5054
Matthew Graham	10501 Blacklick Eastern Rd.	Pickerington	Ohio	43147	614-363-6649
Anna Dey	1188 Mentor Ave	Plainsville	Ohio	44077	440-853-8536
Anilkumar Patel	20649 Center Ridge Road - Suite 59	Rocky River	Ohio	44116	216-712-4521
Joseph Megyesi	9708 State Route 14	Streetsboro	Ohio	44241	330-851-6890
Honghua Zhong	9320 Union Centre Blvd.	West Chester	Ohio	45069	513-847-4929
George Kruger	1585 S. Broadway	Edmond	Oklahoma	73013	405-216-5570
Omar Janjua	5914 SE 15th Street	Midwest City	Oklahoma	73110	405-931-3464
Omar Janjua	5921 SW 3rd Street	Oklahoma City	Oklahoma	73128	405-603-6992
George Kruger	1001 West Memorial Road	Oklahoma City	Oklahoma	73114	(405) 753-1900
Omar Janjua	4715 E 41st St.	Tulsa	Oklahoma	74135	918-622-2224
Elizabeth Szabo	1025 Washington Pike	Bridgeville	Pennsylvania	15017	412-221-4148
Humza Tanvir	180A West Street Road	Feasterville	Pennsylvania	19053	267-778-9243
David Rivell	936 Baltimore Pike	Glen Mills	Pennsylvania	19342	484-841-6896
David Rivell	1235 West Chester Pike	Havertown	Pennsylvania	19083	610-449-4203
Humza Tanvir	2424 Lincoln Highway, 700A	Langhorne	Pennsylvania	19047	(267) 201-8924
Martin Szebesta	2112 South Eagle Road	Newtown	Pennsylvania	18940	267.685.0942
Chris Whitaker	1625 Chestnut Street Suite 207	Philadelphia	Pennsylvania	19103	215-557-9557
Humza Tanvir	2201 Cottman Ave, Suite 114	Philadelphia	Pennsylvania	19149	215-613-8069
Humza Tanvir	7630 City Line Avenue	Philadelphia	Pennsylvania	19151	(215)-921-8608
Humza Tanvir	8922 Frankford Avenue	Philadelphia	Pennsylvania	19136	215-941-7091
David Rivell	1011 West Chester Pike	West Chester	Pennsylvania	19382	610-430-2000
Elizabeth Szabo	11199 Perry Hwy	Wexford	Pennsylvania	15090	724-933-6111
Humza Tanvir	2701 Macarthur Commons Rd.	Whitehall	Pennsylvania	18052	484-820-1225
Humza Tanvir	2609 E. Market St.	York	Pennsylvania	17402	717-650-2546

Franchisee	Address	City	State	Zip Code	Phone
Humza Tanvir	810 Loucks Road	York	Pennsylvania	17404	717-893-5573
Jeff Conway	1654 Sam Rittenberg Blvd.	Charleston	South Carolina	29407	843-576-4018
Michael McNulty	1060 Tiger Blvd.	Clemson	South Carolina	29631	864-722-9088
Ankitkumar Patel	4601 Forest Dr. Suite B	Columbia	South Carolina	29206	803-401-5340
Ankitkumar Patel	1205 Lincoln Street	Columbia	South Carolina	29201	803-834-6983
Ankitkumar Patel	718 Fashion Drive, Suite B	Columbia	South Carolina	29229	803-708-1804
Arden Davies	1400 Summit Parkway, Suite A	Columbia	South Carolina	29229	803-510-5500
Viet Le	5154 Calhoun Memorial Hwy	Easley	South Carolina	29640	864-442-5336
Christopher Shelvin	960 Pamplico Hwy, Suite N	Florence	South Carolina	29505	843-567-1700
Christian Contreras	2000 Hwy 160 West, Suite 111	Fort Mill	South Carolina	29708	803-802-0808
Viet Le	27 South Pleasantburg, Suite 170	Greenville	South Carolina	29607	864-271-1921
Yonas Hagos	1941-A Woodruff Rd.	Greenville	South Carolina	29607	864-631-2344
Andre Gregory	479 Bypass 72NW, Ste 123	Greenwood	South Carolina	29649	864-377-8555
Yonas Hagos	755 Hammett Bridge Rd. Suite 100	Greer	South Carolina	29650	864-479-9181
Ankitkumar Patel	945-G Lake Murray Blvd.	Irmo	South Carolina	29063	803-407-2555
Kevin Butler	11107 Broad River Road Suite Q	Irmo	South Carolina	29063	803-497-3822
Dharmik Desai	5336-C Sunset Blvd	Lexington	South Carolina	29072	803-520-2289
Paula Conway	976 Houston Northcutt Blvd., Ste. K	Mt. Pleasant	South Carolina	29464	843-779-0449
Brian Leachman	10225 Ocean Highway, Suite 601	Pawley's Island	South Carolina	29585	843-314-3199
Brian Augustine	335 Herlong Avenue, Suite 202	Rock Hill	South Carolina	29732	803-328-8228
Yonas Hagos	327 Harrison Bridge Rd.	Simpsonville	South Carolina	29680	864-399-6187
Yonas Hagos	8147 Warren H Abernathy Hwy.	Spartanburg	South Carolina	29301	864-707-5737
Jeff Conway	1718 State Road, Suite 10	Summerville	South Carolina	29486	843-899-5050
Tareq Younis	5224 Airline Rd Ste 101	Arlington	Tennessee	38002	(901) 687-3122
Himanshu Patel	1913 Gunbarrel Rd., Suite 105	Chattanooga	Tennessee	37421	423-499-6059
Shikha Patel & Paresh Patel	2100 Hamilton Place Blvd.	Chattanooga	Tennessee	37421	423-899-9910
Siddharth Patel	1700 Broad Street, Suite 106	Chattanooga	Tennessee	37408	423-498-5488
Alexandra Kavi	108 Morris Road	Clarksville	Tennessee	37040	931-919-4771

Franchisee	Address	City	State	Zip Code	Phone
Alexandra Kavi	2197 Madison Street, Suite 109	Clarksville	Tennessee	37043	931-919-2435
Robert Cooke	2520 Keith St. NW Suite 4	Cleveland	Tennessee	37311	423-339-6726
Andy Mouhot	3680 Houston Levee Rd., Ste.101	Collierville	Tennessee	38017	901-861-0222
Rod Slagle	1095-D South Walnut Avenue	Cookeville	Tennessee	38501	931-526-2999
TRACY Oakley	8060 Dexter Road	Cordova	Tennessee	38016	901-372-7033
Ryan Coomer	600-A Frazier Dr., Suite 105	Franklin	Tennessee	37067	615-771-3988
Ryan Coomer	9040 Carothers Pkwy, B101	Franklin	Tennessee	37067	615-472-1963
Ryan Coomer	1311 Murfreesboro Road	Franklin	Tennessee	37067	615-465-6366
Andy Mouhot	7820 Poplar Avenue	Germantown	Tennessee	38138	901-309-8039
Toby Rennie	125 Indian Lake Blvd Suite D	Hendersonville	Tennessee	37075	615-824-7500
Priyank Patel	5200 Hwy 153	Hixson	Tennessee	37343	423-875-8488
Matt Ingram	241 Stonebridge Blvd. #A	Jackson	Tennessee	38305	731-664-8486
Sean Cangelosi	2003 North Eastman Road, Suite 8	Kingsport	Tennessee	37660	423-530-7373
Tom Marine	8515 A Kingston Pike	Knoxville	Tennessee	37919	865-470-2888
Tom Marine	305 Forest Park Blvd.	Knoxville	Tennessee	37919	865-583-0699
Sean Cangelosi	10802 Kingston Pike	Knoxville	Tennessee	37934	865-777-0007
Sean Cangelosi	2428 Callahan Drive	Knoxville	Tennessee	37912	865-362-5903
Tareq Younis	8950 Hwy. 64, Suite 114	Lakeland	Tennessee	38002	901-305-6883
Malcolm Jackson	3586 Riverdale Rd.	Memphis	Tennessee	38115	901-308-1351
Fred Jacob	1995 Union Avenue	Memphis	Tennessee	38104	901-726-1300
TRACY Oakley	3288 Austin Peay Hwy.	Memphis	Tennessee	38128	901-480-8047
Anthony Pitts	5955 Poplar Ave. Suite 106	Memphis	Tennessee	38119	901-623-7174
Fred Jacob	431 S. Highland Street, Suite 116	Memphis	Tennessee	38111	901-779-2909
Kennard Speed	4562 Poplar Ave., Suite 117	Memphis	Tennessee	38117	(901) 443-5499
Tareq Younis	4287 Summer Avenue Suite 103	Memphis	Tennessee	38122	901-249-7967
Rod Slagle	2818 Middle Tennessee Blvd.	Murfreesboro	Tennessee	37130	615-890-1336
Brett Lawson	1970 Medical Center Pkwy	Murfreesboro	Tennessee	37129	615-396-8187
Brett Lawson	2943 S Church St. Suite B	Murfreesboro	Tennessee	37127	615-956-6897

Franchisee	Address	City	State	Zip Code	Phone
Brett Lawson	1636 New Salem Hwy Suite A	Murfreesboro	Tennessee	37128	629-335-5775
Ed McClarty	4546 Harding Road	Nashville	Tennessee	37205	615-383-7757
Sean Cangelosi	212 S. Illinois Avenue	Oak Ridge	Tennessee	37830	865-294-5286
Henny Lam	5975 Elementary Way Suite 107	Ooltewah	Tennessee	37363	423-498-3430
Brett Lawson	599 Sam Ridley Pkwy	Smyrna	Tennessee	37167	615-625-3982
Jan Ford	3115 S. 14th Street	Abilene	Texas	79605	325-704-5555
Quintin Peguese	190 East Stacy Rd.	Allen	Texas	75002-8761	214-383-0045
Quintin Peguese	1255 W. Exchange Parkway, Ste 100	Allen	Texas	75013	972-332-8803
James Martin	3130 South Soncy Road. Suite 400	Amarillo	Texas	79124	806-642-0833
Sid Weigand	3751 Matlock Rd.	Arlington	Texas	76015	817-375-0200
Sid Weigand	1503 S. Cooper Street	Arlington	Texas	76010	817-617-2160
Sid Weigand	1705 N. Collins St.	Arlington	Texas	76011	817-422-9068
Anthony Pitts	26745 US Hwy 380 E., Suite 100	Aubrey	Texas	76227	214-305-5134
Alim Mambetov	4301 West William Cannon Dr.	Austin	Texas	78749	512-892-5464
Andres Barcenas	3201 Bee Caves Road, Suite 167	Austin	Texas	78746	512-291-7345
Alim Mambetov	9500 South I-35 #L650	Austin	Texas	78748	512-330-4798
Alim Mambetov	12314 N. Interstate 35, Unit 100	Austin	Texas	78753	512-904-0924
Andres Barcenas	9705 Research Blvd. Suite B	Austin	Texas	78759	512- 401-3277
Andres Barcenas	13096 Research Blvd	Austin	Texas	78750	512-527-3118
Abdellah Shanti	6503 Garth Rd. Suite 150	Baytown	Texas	77521	281-838-8729
Dale Baird	4012 Dowlen Rd.	Beaumont	Texas	77706	409-899-1660
Dale Baird	6465 Phelan Blvd.	Beaumont	Texas	77706	409-347-7461
David Gellner	Setzer Student Center, 4405 Jimmy Simmons Blvd	Beaumont	Texas	77705	0
Phillip and Karen Folkertsma	2200 Airport Freeway, Ste 460	Bedford	Texas	76022	817-494-3057
Dave McMahon	5210 Bissonnet Street	Bellaire	Texas	77401	832-962-4894
Cameron Cummings	8907 Benbrook Blvd., Suite C	Benbrook	Texas	76126	(682) 707-5660
Paul Flores	228 W. Bandera Road Suite 200	Boerne	Texas	78006	830-331-2400

Franchisee	Address	City	State	Zip Code	Phone
Jose "Joey" Mercado	3260 Galeno Crossing, Suite 9	Brownsville	Texas	78526	956-545-0011
Sid Weigand	333 SW Wilshire Blvd.	Burleson	Texas	76028	817-295-9292
Lawrence Wesley	1517 W Hebron Pkwy Suite 100	Carrollton	Texas	75010	972-300-0127
Brea Mathis	2521 N. Josey Lane, Suite A,	Carrollton	Texas	75006	469-381-7188
Sergio Carrasco	3200 E. Hebron Parkway #106	Carrollton	Texas	75010	469-892-5980
Sid Weigand	379 E FM 1382	Cedar Hill	Texas	75104	469-454-4890
Dave McMahon	1908 Texas Avenue	College Station	Texas	77840	979-696-5464
Paul Alfonso	Texas A&M University	College Station	Texas	77843	713-348-3950
Holly Alfonso	TAMU Rec Center	College Station	Texas	77840	(979) 862-1374
Paul Alfonso	Texas A&M Memorial Student Center	College Station	Texas	77843	979-260-0025
Dave McMahon	4001 State Highway 6 S. Suite 100	College Station	Texas	77845	979-690-1396
Ricardo Anderson	2105 West Davis Street	Conroe	Texas	77304	936-539-6555
Trenton Thomas	381 South Loop 336 West, Suite 1600	Conroe	Texas	77304	936-235-4198
Sid Weigand	205 N Denton Tap Rd	Coppell	Texas	75019	214-513-9734
Jose Perez	5017 Saratoga Blvd., Suite 101	Corpus Christi	Texas	78413	(361) 756-0773
Jose Perez	5366 McArdle Rd. Suite 100	Corpus Christi	Texas	78411	361-756-0774
Jose Perez	5858 S. Padre Island Dr. Unit 109	Corpus Christi	Texas	78412	361-756-0776
Jose Perez	Freedom Fitness - 5513 Saratoga Blvd.	Corpus Christi	Texas	78413	361-756-0771
Candra Calvin	105 Kennings Road, Suite 105-2A	Crosby	Texas	77532	281-666-1266
Dave McMahon	17255 Spring Cypress Road	Cypress	Texas	77429	281-758-3022
George Walker	10920 Fry Rd, Suite 900	Cypress	Texas	77433	281-256-8601
Dave McMahon	8828 Barker Cypress Rd - Suite 100	Cypress	Texas	77433	0
Benjamin Thibodeaux	14119 Grant Rd - Suite 230	Cypress	Texas	77429	281-612-3638
Zohreh Abadi	6061 Forest Lane	Dallas	Texas	75230	972-404-1852
Femi Ayeni	Plaza of Americas, 650 N. Pearl Street, Suite H105	Dallas	Texas	75205	214-754-9975
Chris McClaney	6057 Skillman Street	Dallas	Texas	75231	469-917-8140
Lawrence Wesley	1700 Pacific Ave. Ste C-113	Dallas	Texas	75201	469-828-1082

Franchisee	Address	City	State	Zip Code	Phone
Matt Kowaleski	8015 Spencer Highway, Suite B	Deer Park	Texas	77536	281-930-7894
Nitin Patel	1601 Brinker Road Ste. 105	Denton	Texas	76208	940-484-5464
Nitin Patel	1900 W. Chestnut St.	Denton	Texas	76201	940-369-7015
Nitin Patel	5050 Teasley Lane	Denton	Texas	76210	940-381-5064
Corey Masters	104 West Pleasant Run Rd	DeSoto	Texas	75115	469-529-1900
Alfonso Arguindegui	1709 W University Dr.	Edinburg	Texas	78539	(956) 552-9755
Charles Haskins	7456 Cimarron Market Avenue Suite E1	El Paso	Texas	79911	915-300-0570
Charles Haskins	2720 John Hayes St, Suite B	El Paso	Texas	79938	915-249-6654
William Colaianni	1793 N Zaragoza Rd Suite A	El Paso	Texas	79936	915-706-4077
William Colaianni	501 North Zaragoza Road	El Paso	Texas	79907	915-626-5728
Zohreh Abadi	13901 Midway Rd. #104	Farmers Branch	Texas	75244	972-661-9666
Jennifer Hew	2450 Cross Timbers Road, Suite #150	Flower Mound	Texas	75028	972-906-9101
Lawrence Wesley	801 International Parkway Suite 500	Flower Mound	Texas	75022	214-504-1680
Lawrence Wesley	3701 Justin Rd, Ste #110	Flower Mound	Texas	75028	214-513-9491
Jose and Kristina Saldana	132 Kroger Drive, Unit 100	Forney	Texas	75126	469-355-3073
Alexandra Kavi	1613 Pleasanton Road, Suite B-131	Fort Bliss	Texas	79906	915-206-2112
Alexandra Kavi	13471 Sergeant Major Blvd	Fort Bliss	Texas	79916	915-298-1010
Alexandra Kavi	Exchange Food Court, Building 4250, Clear Creek Road	Fort Hood	Texas	76544	254-532-0060
Sid Weigand	3054 S University Drive	Fort Worth	Texas	76109	817-923-4663
Lawrence Wesley	3326 Hulen St	Fort Worth	Texas	76107	682-250-3167
Thomas Breslin	4805 Bryant Irvin Road	Fort Worth	Texas	76132	817-423-3566
Skyler Blacknall	9583 Sage Meadow Trail	Fort Worth	Texas	76177	817-741-8080
Jeremy Bankes	14113 Trinity Blvd., Suite 209	Fort Worth	Texas	76155	817-283-3703
Thomas Breslin	5733 Camp Bowie Blvd.	Fort Worth	Texas	76107	682-707-7570
Tommy Breslin	3020 W. 7th Street, Suite 240	Fort Worth	Texas	76107	682-250-2978
Skyler Blacknall	5309 McPherson Blvd. Suite 240	Fort Worth	Texas	76123	(817) 862-7648
Chris McClaney	3524 Highway 114, Suite 308	Forth Worth	Texas	76177	817-567-3060

Franchisee	Address	City	State	Zip Code	Phone
Trenton Thomas	140 W Parkwood Ave	Friendswood	Texas	77546	832-569-5028
Michael (Britt) Sweat	2809 Preston Road, Suite 1220	Frisco	Texas	75034	972-712-7030
Mohammed Azaz	8755 Preston Rd	Frisco	Texas	75034	214-872-1660
Mohammed Azaz	4984 Main St. Suite 100	Frisco	Texas	75034	469-362-8222
Mohammed Azaz	16120 Eldorado Parkway Suite 100	Frisco	Texas	75035	214-592-0050
Hardeep Dhaliwal	5129 N. Garland Ave., Suite 400	Garland	Texas	75040	972-675-2747
Jake Posey	1003 WEST UNIVERSITY, SUITE 110	Georgetown	Texas	78628	512-948-7002
Corey Masters	1205 Arkansas Lane, Suite 200	Grand Prairie	Texas	75052	972-641-5464
Allison Delgado	2360 CAMP WISDOM ROAD, SUITE 180	Grand Prairie	Texas	75052	9726393990
Jaynesh Patel	1231 William D. Tate Avenue, Suite 300	Grapevine	Texas	76051	682-223-1975
Robert Thieman	3118 I-30 Frontage Rd. Suite B	Greenville	Texas	75401	903-454-2634
Alexandra Kavi	560 E. Cen-TX Expressway, #101	Harker Heights	Texas	76548	254-393-1833
Mohammed Jangda	SEQ Avondale Haslet Rd & Hwy 287	Haslet	Texas	76052	817-900-3077
Dave McMahon	4509 FM 1960 West	Houston	Texas	77069	281-893-1504
Dave McMahon	5410 Kirby	Houston	Texas	77005	713-667-1843
Dave McMahon	5300 Richmond Ave.	Houston	Texas	77056	713-626-5464
Dave McMahon	12513-B Westheimer	Houston	Texas	77077	281-293-9563
Matt Kowaleski	19736 S.H. 249	Houston	Texas	77070	281-469-7742
Tim Tran	14555 Memorial Drive, Suite 300	Houston	Texas	77079	281-493-3711
Dave McMahon	913 Westheimer	Houston	Texas	77006	713-520-5090
Dave McMahon	6810 Hwy 6 N	Houston	Texas	77084	281-815-7710
Dave McMahon	10560 Westheimer Road	Houston	Texas	77042	346-320-3921
TJ Patel	5161 San Felipe, Suite 160	Houston	Texas	77056	713-626-4062
Salman Ratany	2617- D W. Holcombe Blvd.	Houston	Texas	77025	713-661-1663
Dave McMahon	3651 Weslayan	Houston	Texas	77027	713-627-3866
Dave McMahon	5770 Hollister Street	Houston	Texas	77040	713-462-7086
Dave McMahon	6020 Westheimer	Houston	Texas	77057	713-785-5464
Dave McMahon	562 Meyerland Plaza	Houston	Texas	77096	713-349-8300

Franchisee	Address	City	State	Zip Code	Phone
Abdellah Shanti	12132 Greenspoint Dr.	Houston	Texas	77060	281-874-0384
Paul Alfonso	Univ. of Houston Recreation Center, 4500 University Dr.	Houston	Texas	77004	832-842-9109
Daniel Chen	815 Walker St., Suite T 06	Houston	Texas	77002	281-701-8293
MD Anderson Cancer Center	Dining Services - 1515 Holcombe Blvd.	Houston	Texas	77030	713-792-7162
Siupo Ernest Mo	5535 Memorial Drive, Suite E	Houston	Texas	77007	832-673-0101
Chimezie Iloanya	9220-A Hwy 6 South	Houston	Texas	77083	281-498-1308
Siupo Ernest Mo	5015 Westheimer Blvd.	Houston	Texas	77056	713-840-0077
Dave McMahon	1340 North Fry Road	Houston	Texas	77084	281-578-8300
George Walker	1923 Taylor St.	Houston	Texas	77007	713-869-5056
Lyndell Cogshell	12710 W Lake Houston Pkwy	Houston	Texas	77044	281-459-9942
Dave McMahon	850 FM 1960 W	Houston	Texas	77090	281-880-8686
Syed Ali	9102 West Sam Houston Pkwy N	Houston	Texas	77064	281-955-5615
George J. Walker	1901 N. Shepherd Dr. #6	Houston	Texas	77008	713-864-2616
George Walker	1114 Silber Road Ste. E	Houston	Texas	77055	713-812-1181
Phi Nguyen	2403 BAY AREA BLVD - Suite A	Houston	Texas	77058	281-919-2022
Syed Ali	8303 Highway 6 North, Suite C	Houston	Texas	77095	281-815-5608
Syed Ali	10959 FM 1960 W, Suite A	Houston	Texas	77070	281-653-2805
Dave McMahon	7918 Kirby Dr.	Houston	Texas	77054	(713) 665-0816
George Walker	102 Heights Blvd., Suite C	Houston	Texas	77007	713-485-0117
Abdellah Shanti	4226 Ella Blvd.	Houston	Texas	77018	832-409-6949
Tony Ugoh	10800 Spring Cypress Rd. Suite 400	Houston	Texas	77375	832-843-6954
Matt Kowaleski	15119 Wallisville Rd., Suite 1000	Houston	Texas	77049	832-203-7250
Joe Moon	14550 WESTHEIMER ROAD, SUITE 100	Houston	Texas	77077	832-781-8611
Dave McMahon	11853 1/2 Wilcrest Dr.	Houston	Texas	77031	281-760-1976
Dave McMahon	19717 Eastex Freeway	Humble	Texas	77338	281-446-4416
Abdellah Shanti	7203 Atascocita Rd. Suite E	Humble	Texas	77346	281-570-2689
Lyndell Cogshell	9360 North Sam Houston Pkwy East	Humble	Texas	77396	281-272-6510

Franchisee	Address	City	State	Zip Code	Phone
Joe Moon	1328 Sam Houston Ave.	Huntsville	Texas	77340	936-291-2400
Jeremy Bankes	1316 West Pipeline Road	Hurst	Texas	76053	817-595-7690
Yonas Hagos	775 Grapevine Highway	Hurst	Texas	76054	817-393-3264
Jamie Joyal	2098 Muirfield Bend Drive	Hutto	Texas	78634	(512) 520-5251
Jeremy Bankes	5485 N. MacArthur	Irving	Texas	75038	972-887-3849
Jeremy Bankes	3351 Regent Blvd., Suite 110	Irving	Texas	75063	469-420-9109
Sid Weigand	7300 N. MacArthur Blvd.	Irving	Texas	75063	469-687-6688
Walter Puzyk	890 South Mason Rd. #E	Katy	Texas	77450	281-395-6890
Ted LaTouche	5000 Katy Mills Circle	Katy	Texas	77494	281-574-7001
Dave McMahon	24711 Katy Freeway, Suite 100	Katy	Texas	77494	832-437-7036
Roger W. Chappell	6155 N. Fry Road, Suite 800	Katy	Texas	77449	832-674-8514
Dave McMahon	22903 Morton Ranch Rd, #150	Katy	Texas	77449	832-437-4633
Jeremy Bankes	535 Keller Pkwy	Keller	Texas	76248	817-337-6074
Alexandra Kavi	2200 E. Central Texas Expressway	Killeen	Texas	76543	254-833-5276
Bill Roberton & Dave McMahon	2710 W. Lake Houston Pkwy	Kingwood	Texas	77339	832-644-1930
Joseph Anderson	5940 Kyle Pkwy., Ste 115	Kyle	Texas	78640	512-504-3520
Charles (Drew) Coxie	1309 W FAIRMONT PKWY, SUITE O (as in Oregon, not a zero)	La Porte	Texas	77571	281-941-4874
Sade Moore	200 W. Hwy 332, Suite A	Lake Jackson	Texas	77566	979-292-8370
Karen Ramirez	6560 Lake Worth Blvd Suite 100	Lake Worth	Texas	76135	682-385-9399
Andres Barcenas	1800 Ranch Road 620 South, Suite 300	Lakeway	Texas	78734	512-373-3676
Miguel Rodriguez	1408 E. Delmar Blvd.	Laredo	Texas	78041	956-726-5550
Miguel Rodriguez	10710 International Blvd	Laredo	Texas	78045	956-568-4558
Robin Daniels	2660 Marina Bay Drive	League City	Texas	77573	281-334-7888
Paul Alfonso	1620 W FM 646 Rd.	League City	Texas	77573	832-340-7334
Hetal Patel	500 E. Round Grove Rd., Suite 305	Lewisville	Texas	75067	972-315-9755
Jaynesh Patel	1100 W Main St	Lewisville	Texas	75067	469-771-3004

Franchisee	Address	City	State	Zip Code	Phone
Mohammed Azaz	2731 Little Elm Parkway Suite 320	Little Elm	Texas	75068	469-362-6796
David Briscoe	7939 Pat Booker Rd. Suite 105	Live Oak	Texas	78233	210-776-7666
Matt McKinney	530 E. Loop 281	Longview	Texas	75605	903-753-4300
Tim Meade	3723 19th Street	Lubbock	Texas	79410	806-785-5464
Kathy Brown	4505 S. Medford Dr., Ste. 209	Lufkin	Texas	75901	936-632-5464
Dale Baird	104A S. LHS Drive	Lumberton	Texas	77657	409-755-1660
Dave McMahon	6627 F.M. 1488	Magnolia	Texas	77354	281-259-3828
Chris McClaney	1520 E. Debbie Ln.	Mansfield	Texas	76063	817-539-9978
Alfonso Arguindegui	1501 S. 10th St	McAllen	Texas	78503	956-515-2685
Michael (Britt) Sweat	1920 Eldorado Pkwy, Ste. 700	McKinney	Texas	75069	972-548-7111
Lawrence Wesley	3520 W. University Dr., Suite 300	McKinney	Texas	75071	214-856-5455
Michael (Britt) Sweat	2619 Sentinel Way - Suite 100	Melissa	Texas	75454	972-369-7773
Hue Nguyen	1300 N. Town East Blvd, Suite 103	Mesquite	Texas	75150	972-279-1920
Katherine Wurster	2200 Wadley Dr.	Midland	Texas	79705	432-686-2665
Ali Shah	5402 Highway 6	Missouri City	Texas	77459	281-565-1896
Dave McMahon	6261 Hwy. 6 Ste. 100	Missouri City	Texas	77459-4755	832-987-1452
Jeff Joubert	9101 Sienna Crossing Drive	Missouri City	Texas	77459	281-778-7130
Abdellah Shanti	13520 Lakes of Champions Blvd B, Ste 100	Mont Belvieu	Texas	77523	832-501-2330
Matt McKinney	2417 North Street	Nacogdoches	Texas	75965	936-559-5464
David Gellner	1033 Nederland Ave	Nederland	Texas	77627	409-237-5283
Paul Flores	1659 State Highway 46 W, Suite 175	New Braunfels	Texas	78132	830-312-5434
Bill Roberton & Dave McMahon	12029 N Grand Parkway E, Suite 120	New Caney	Texas	77357	281-354-2435
Noshad Meghani	5600 Rufe Snow Dr	North Richland Hills	Texas	76180	817-479-3364
Bryan Wurster	4201 N. Dixie Blvd Suite 120	Odessa	Texas	79765	(432) 653-1755
David Gellner	3111 Edgar Brown Dr.	Orange	Texas	77630	409-330-4832
Abdellah Shanti	5861 Fairmont Pkwy.	Pasadena	Texas	77505	281-991-7899

Franchisee	Address	City	State	Zip Code	Phone
Matt Kowaleski	3530-A Spencer Hwy.	Pasadena	Texas	77504	(346) 319-5331
Paul Alfonso	11037 Shadow Creek Pkwy	Pearland	Texas	77584	713-340-2691
Dave McMahon	9501 W. Broadway	Pearland	Texas	77584	281-617-7423
Jamie Joyal	18701 Limestone Commercial Dr. Ste. 200	Pflugerville	Texas	78660	(512)243-5459
Jayesh Desai	6009 W. Parker Rd., #141	Plano	Texas	75093	972-378-9950
Zohreh Abadi	4701 West Park Blvd. Suite 106	Plano	Texas	75093	972-398-1107
Zohreh Abadi	340 Coit Rd., Suite 200	Plano	Texas	75075	972-398-0999
Mohammed Azaz	580 W. Princeton Dr, Suite 100	Princeton	Texas	75407	972-736-0072
Mohammed Azaz	841 S. Preston Rd.	Prosper	Texas	75078	214-305-5999
Zohreh Abadi	342 W. Campbell Road.	Richardson	Texas	75080	972-699-1039
Nick Norris	2601 North Floyd Road	Richardson	Texas	75080	469-883-4316
Tim Tran	7810 West Grand Parkway South, Suite 100	Richmond	Texas	77406	832-759-6556
Tim Tran	Shops at Parkway Lakes, 22377 Bellaire Blvd. #600	Richmond	Texas	77407	832-847-4047
Kim Combs	718 East Interstate Hwy 30	Rockwall	Texas	75087	972-722-5840
Dave McMahon	24720 Commercial Dr., #150	Rosenberg	Texas	77471	281-762-1470
Luis Quijano	150 Sundance Pkwy. #200	Round Rock	Texas	78664	512-600-5464
Jamie Joyal	455 University Blvd. Suite 300	Round Rock	Texas	78665	512-215-8249
Jake Posey	2250 East Palm Valley Blvd., Suite 210	Round Rock	Texas	78665	512-520-9363
Chris McClaney	3316 Lakeview Pkwy, Suite 103	Rowlett	Texas	75088	(469) 395-0911
Jan Ford	1819 Knickerbocker Rd	San Angelo	Texas	76904	325-237-7025
Eric Gibbs	1141 N Loop 1604 East #106	San Antonio	Texas	78258	210-999-5007
Eric Gibbs	11411 Bandera Rd.	San Antonio	Texas	78250	210-684-8800
Joanne Hilliard	One University Blvd.	San Antonio	Texas	78249	210-960-7292
Eric Gibbs	17910 Bulverde Rd., Suite 107	San Antonio	Texas	78259	(210) 617-7963
Joanne Hilliard	7431 NW Loop 410, Suite 113	San Antonio	Texas	78245	210-647-7331
Joanne Hilliard	7338 Louis Pasteur Dr., Ste 203	San Antonio	Texas	78229	210-593-0888
Joanne Hilliard	18427 Rim Drive, Suite 108	San Antonio	Texas	78257	210-699-0100

Franchisee	Address	City	State	Zip Code	Phone
Matthew Coriell	1247 NE Loop 410	San Antonio	Texas	78209	210-973-7094
Joanne Hilliard	2426 SE Military, Building 700	San Antonio	Texas	78223	210-346-1577
Joanne Hilliard	1251 Austin Hwy, Suite 101	San Antonio	Texas	78209	210-998-2096
Mindy Nguyen	10222 Huebner Rd, Suite 116	San Antonio	Texas	78240	210-462-1322
Raul Fernandez	11334 Potranco Rd Ste 106	San Antonio	Texas	78253	(210) 530-1054
Thomas Nguyen	24531 IH-10 WEST, SUITE 110	San Antonio	Texas	78257	(210) 701-8276
Joseph Anderson	301 N. Guadalupe, Suite 174	San Marcos	Texas	78666	512-214-8372
Joseph Anderson	200 North IH 35 Feeder Road - Suite 130	San Marcos	Texas	78666	512-210-8198
Yonas Hagos	2707 E. Southlake Blvd., Suite 150	Southlake	Texas	76092	817-488-7733
Dave McMahon	314 Sawdust Road Suite 103	Spring	Texas	77380	281-465-8807
Shabbir Tayyeb	7312 Louetta Road	Spring	Texas	77379	281-251-0799
Tony Ugoh	225 Cypresswood Dr	Spring	Texas	77388	832-813-5585
Matt Kowaleski	21630 Kuykendahl Rd. Suite 405	Spring	Texas	77388	281-719-0019
Matt Kowaleski	20222 Champion Forest Drive Suite 100	Spring	Texas	77379	832-953-2920
Dave McMahon	3535 Rayford Road, Suite 100	Spring	Texas	77386	832-764-0100
Golda Fondal	2015 Spring Stuebner Road	Spring	Texas	77388	346-372-8702
Golda Fondal	18602 Kuykendahl Rd., Suite #400	Spring	Texas	77379	832-764-0029
Dave McMahon	3303 South Hwy 6 Ste. A	Sugar Land	Texas	77478	281-265-7600
Tanweer Ahmad	5022 HWY 90 A East Ste R	Sugar Land	Texas	77478	281-240-6451
Chris Webb	17414 W Grand Parkway S	Sugar Land	Texas	77479	832-451-6371
Alexandra Kavi	3921 S. General Bruce Drive	Temple	Texas	76502	254-314-2202
Abdellah Shanti	3401 Palmer Hwy - Suite 106	Texas City	Texas	77590	409-229-1903
Michael (Britt) Sweat	4770 State Hwy. 121 Suite 150	The Colony	Texas	75056	214-469-1552
Dave McMahon	1440-B Lake Woodlands Drive	The Woodlands	Texas	77381	281-419-1338
Dave McMahon	28165 Tomball Pkwy.	Tomball	Texas	77375	281-516-3835
Dave McMahon	24225 Kuykendahl Road #100	Tomball	Texas	77375	832-761-1784
Matt McKinney	4502 S. Broadway	Tyler	Texas	75703	903-939-2033
Matt McKinney	1849 Troup Hwy.	Tyler	Texas	75701	903-597-5464

Franchisee	Address	City	State	Zip Code	Phone
Matt McKinney	6445 Old Jacksonville Hwy.	Tyler	Texas	75703	903-630-5046
Dave McMahon	2811 Houston Highway	Victoria	Texas	77901	361-582-0488
Yonas Hagos	8450 Denton Hwy, Suite 300	Watauga	Texas	76137	817-576-2911
Crystal Rivet	1035 N Hwy 77	Waxahachie	Texas	75165	214-903-8008
Paul Alfonso	1041 W. Bay Area Blvd	Webster	Texas	77598	281-525-6238
Gene Gollahon	560 Alta Mere Drive	White Settlement	Texas	76114	(817) 731-5595
Matthew Coriell	4925 Walzem Road	Windcrest	Texas	78218	210-375-9283
James Mathis	3483 FM 544	Wylie	Texas	75098	972-429-7799
Thomas Hughes	1101 S. Joyce St., Suite B-9, Pentagon Row Shopping Center	Arlington	Virginia	22202	703-414-7832
Thomas Feicco	20035 Ashbrook Commons Plaza - Unit 194	Ashburn	Virginia	20147	571-442-8485
Timothy Smith	10297 Bristow Center Dr.	Bristow	Virginia	20136	571-719-3923
Dan Stendig	973-B Emmet Street	Charlottesville	Virginia	22903	434-295-8502
Donald Lacoste	10342 Main Street	Fairfax	Virginia	22030	703-218-1826
Thomas Feicco	9142 Richmond Highway	Fort Belvoir	Virginia	22060	703-852-2286
Timothy Smith	6442 Trading Square	Haymarket	Virginia	20169	571-284-6385
Donna Salvia	2400 Lakeside Dr.	Lynchburg	Virginia	24501	434-832-0777
Timothy Smith	10048 Market Circle	Manassas	Virginia	20110	703-330-3344
Edward Bucaj	21100 Dulles Town Circle Space B120	Sterling	Virginia	20166	703-858-4661
Syed Mehdi	258 Maple Avenue E	Vienna	Virginia	22180	703-272-4462
Richard Benjamin	4296 Merchant Plaza	Woodbridge	Virginia	22192	703-897-5464
Kevin Basham	2045 5th Avenue	Huntington	West Virginia	25703	681-204-5057
Jennifer Clausen	475 Oakland Street	Morgantown	West Virginia	26505	304-212-5561
Scott McCaskey	2019 Deming Way	Middleton	Wisconsin	53562	608-836-0742
Scott McCaskey	1890 Meadow Ln - Suite A	Waukesha	Wisconsin	53188	262-433-8442

Franchise Agreements Signed but Stores Not Open as of December 26, 2022

Franchisee	City	State	Phone
Layton Huskey & Leah Sherriff		Alabama	
Brett Lawson	Birmingham (Anniston and Tuscaloosa)	Alabama	
Britni Thompson	Mobile-Pensacola (Ft Walton)	Alabama	
Landon Grantland	Huntsville-Decatur (Florence)	Alabama	
Blair & Braden Fowler		Alabama	
Wayne Carlson	Phoenix (Prescott)	Arizona	
Anthony Pitts	Phoenix (Prescott)	Arizona	
Anthony Pitts	Phoenix (Prescott)	Arizona	
William Colaianni	Tucson (Sierra Vista)	Arizona	
Anand Patel	Little Rock-Pine Bluff	Arkansas	
Anand Patel	Little Rock-Pine Bluff	Arkansas	
Consenida Anderson	Colorado Springs-Pueblo	Colorado	
Thomas Holgate Jr.	Denver	Colorado	
Joshua Martin	Denver	Colorado	
Brayan Sarmiento Mejia	Denver	Colorado	
Joshua Martin		Colorado	
Manuel Aguilar	Denver	Colorado	
Teeal Turner	Denver	Colorado	
Nikunj Bhimani	Hartford & New Haven	Connecticut	
Rishen Patel	Philadelphia	Delaware	
Mark Chaet	Orlando-Daytona Beach-Melbourne	Florida	
Terry Pridemore	Tampa-St. Pete (Sarasota)	Florida	
Carl Hoover		Florida	
John Clancy		Florida	

Franchisee	City	State	Phone
Clay Koenig	Tallahassee-Thomasville	Florida	
Lissage Monbrun	Miami-Ft. Lauderdale	Florida	
Michael Derrick		Florida	
Starr Nicosia	Mobile-Pensacola (Ft Walton)	Florida	
Juan Teran		Florida	
Michael Riggle		Florida	
Michael Riggle		Florida	
yousef Rabei		Florida	
Anthony Tome	Miami-Ft. Lauderdale	Florida	
Tammy Peavy	Tampa-St. Pete (Sarasota)	Florida	
Petrina Dorsey Moore	Tampa-St. Pete (Sarasota)	Florida	
Jonathan Woods	West Palm Beach-Ft. Pierce	Florida	
Corey Sawyer	West Palm Beach-Ft. Pierce	Florida	
Rafael Garcia	Ft. Myers-Naples	Florida	
James Koerner		Florida	
Thomas Brenan IV	Mobile-Pensacola (Ft Walton)	Florida	
Peter Jean	Miami-Ft. Lauderdale	Florida	
Suraj Ramesh	Jacksonville	Florida	
Daniel Iannettone	Miami-Ft. Lauderdale	Florida	
Rafael Leyva	Miami-Ft. Lauderdale	Florida	
Karishma Murjani		Florida	
Jalaj Mehta	Atlanta	Georgia	
Anthony Yartel	Atlanta	Georgia	
Melanie Renee Render		Georgia	
Furkan Karabekmez	Atlanta	Georgia	
Umair Ali		Georgia	

Franchisee	City	State	Phone
Philip Jones		Georgia	
Melodee Rhodes	Atlanta	Georgia	
Ankit Patel		Georgia	
Bobby Moore		Georgia	
Eric Jones	Atlanta	Georgia	
Eric Jones	Atlanta	Georgia	
Philip Jones		Georgia	
Tunde Ilori		Georgia	
Ankit Patel		Georgia	
Nikhil Patel		Georgia	
Roman Rodriguez		Georgia	
Heather Hill	Atlanta	Georgia	
Antwon Wade		Georgia	
Anthony Yartel		Georgia	
Nikhil Patel	Atlanta	Georgia	
Priyank Patel	Chattanooga	Georgia	
Melanie Renee Render	Atlanta	Georgia	
Shelton Cook	Atlanta	Georgia	
Mihir Patel	Atlanta	Georgia	
Jamillah Ingram	Atlanta	Georgia	
CRISTIAN CHOE		Georgia	
Joey Brumbelow		Georgia	
Joey Brumbelow		Georgia	
Kevin Butler	Atlanta	Georgia	
Anthony Rigby		Georgia	
Nathan Davis	Paducah-Cape Girard-Harrisburg	Illinois	

Franchisee	City	State	Phone
Yasser Toumah	Chicago	Illinois	
Parth Patel	Chicago	Illinois	
Parth Patel	Chicago	Illinois	
Parth Patel	Chicago	Illinois	
Amit Patel		Illinois	
Parth Patel		Illinois	
Nathan Palmer		Illinois	
Parth Patel	Chicago	Illinois	
Derek Scott MD	Chicago	Illinois	
Christopher Luebbers	St. Louis	Illinois	
Parth Patel	Chicago	Illinois	
Yonas Hagos	Chicago	Illinois	
Brian Griffith	Chicago	Illinois	
Dan Iskandar		Illinois	
Amit Patel	Indianapolis	Indiana	
Parth Patel	Chicago	Indiana	
Ralph Wallmeier	Indianapolis	Indiana	
Tony Ruble	Ft. Wayne	Indiana	
Brian Ridge	Cedar Rapids-Waterloo-Iowa City & Dubuque	Iowa	
Geoff Jensen		Iowa	
Ryan Christopher		Kansas	
Terry Langton	Kansas City	Kansas	
Maheshkumar Patel	Lexington	Kentucky	
Maheshkumar Patel	Lexington	Kentucky	
Hunter Tigert		Kentucky	
Heather Knight Billeaud	Lafayette, LA	Louisiana	

Franchisee	City	State	Phone
Wardell Bourgeois	New Orleans	Louisiana	
Alex Bowen	New Orleans	Louisiana	
Nick Tamporello	Lake Charles	Louisiana	
Christine Nuccio	New Orleans	Louisiana	
John Tyler Davidson		Louisiana	
John Tyler Davidson		Louisiana	
Travis LeFlore	Washington, Dc (Hagerstown)	Maryland	
Syed Mehdi	Baltimore	Maryland	
Thomas Hughes		Maryland	
Gilly Arie	Washington, Dc (Hagerstown)	Maryland	
Gilly Arie	Washington, Dc (Hagerstown)	Maryland	
Chaitesh Sheth	Baltimore	Maryland	
Christopher Klebba	Flint-Saginaw-Bay City	Michigan	
Christopher Klebba	Lansing	Michigan	
Christopher Klebba	Detroit	Michigan	
Christopher Klebba	Detroit	Michigan	
Christopher Klebba	Detroit	Michigan	
Malcolm Jackson	Columbus-Tupelo-West Point-Houston	Mississippi	
John Tyler Davidson		Mississippi	
Bryan Williams	Memphis	Mississippi	
Danny Spini	Kansas City	Missouri	
James Edens	Kansas City	Missouri	
Brandon Nichols		Missouri	
Jim Parr III	Kansas City	Missouri	
Danny Spini		Missouri	
James Edens		Missouri	

Franchisee	City	State	Phone
Jim Parr III	Kansas City	Missouri	
David Long	St. Louis	Missouri	
George Hart		Missouri	
Dennis Dugan	Omaha	Nebraska	
Brandon Shamy	New York	New Jersey	
Brandon Shamy	New York	New Jersey	
Vaibhav Shah	New York	New Jersey	
Kunal Shah	New York	New Jersey	
Kelley Stack	New York	New York	
Jonathan Trager	Albany-Schenectady-Troy	New York	
Jean Morace	New York	New York	
Mike Jones	Raleigh-Durham (Fayetvlle)	North Carolina	
Mike Jones		North Carolina	
Heather Hill		North Carolina	
Mike Jones	Raleigh-Durham (Fayetvlle)	North Carolina	
Ben Broussard		North Carolina	
Ben Broussard		North Carolina	
Jalin Moore		North Carolina	
David La Franque	Charlotte	North Carolina	
Christian Contreras		North Carolina	
Terrance And Natalie Stringer	Charlotte	North Carolina	
Ben Broussard	Raleigh-Durham (Fayetvlle)	North Carolina	
Kevin Butler	Charlotte	North Carolina	
Amit Patel	Cleveland-Akron (Canton)	Ohio	
Christopher M. Klebba		Ohio	
Christopher Klebba	Columbus, OH	Ohio	

Franchisee	City	State	Phone
Sarvish Arora	Cleveland-Akron (Canton)	Ohio	
Bhavesh Patel	Cleveland-Akron (Canton)	Ohio	
Gamal Shohatee	Toledo	Ohio	
Manish Walia		Ohio	
Humza Tanvir	Philadelphia	Pennsylvania	
Humza Tanvir	Philadelphia	Pennsylvania	
Christopher Shelvin		South Carolina	
Viet Le	Greenville-Spartanburg-Asheville-Anderson	South Carolina	
Angie Nearman-Hackett		South Dakota	
Bryan Williams	Memphis	Tennessee	
Anthony Pitts	Memphis	Tennessee	
Brett Lawson		Tennessee	
Sean Cangelosi		Tennessee	
Sean Cangelosi		Tennessee	
Jay Graham		Tennessee	
Cathy Delaney	Nashville	Tennessee	
Cheryl Hild		Tennessee	
Sean Cangelosi	Knoxville	Tennessee	
Anthony Pitts	Memphis	Tennessee	
Sean Cangelosi	Knoxville	Tennessee	
Brett Lawson		Tennessee	
Fern Carty Dawkins	Houston	Texas	
Chris Villanueva	Austin	Texas	
Fern Carty Dawkins	Houston	Texas	
TJ Jayswal	Dallas-Ft. Worth	Texas	
Noshad Meghani	Dallas-Ft. Worth	Texas	

Franchisee	City	State	Phone
James Martin	Amarillo	Texas	
Mark Huffstutler		Texas	
Corey Masters	Dallas-Ft. Worth	Texas	
Matt McKinney	Tyler-Longview(Lfkn&Ncgd)	Texas	
Jose Perez	Corpus Christi	Texas	
Trenton Thomas		Texas	
Dacia M Weber	Dallas-Ft. Worth	Texas	
Mohammed Al-Qasem	Dallas-Ft. Worth	Texas	
Abdellah Shanti		Texas	
Mark Huffstutler		Texas	
Mohammed Islam	Dallas-Ft. Worth	Texas	
Joe & Kristina Saldana	Dallas-Ft. Worth	Texas	
Israel Gary Trevino	Dallas-Ft. Worth	Texas	
Alexandra Kavi	Waco-Temple-Bryan	Texas	
Abdellah Shanti	Houston	Texas	
Mark Huffstutler	San Antonio	Texas	
Trenton Thomas	Houston	Texas	
Lanetta Williams	Dallas-Ft. Worth	Texas	
Reynaldo Rodriguez III	San Antonio	Texas	
Jamie Joyal		Texas	
Syed Ali	Houston	Texas	
Paul Flores	San Antonio	Texas	
David Briscoe	San Antonio	Texas	
Joanne Hilliard		Texas	
Abdellah Shanti		Texas	
Nasser Al Faouri	Dallas-Ft. Worth	Texas	

Franchisee	City	State	Phone
James Clinkscales	Dallas-Ft. Worth	Texas	
Kyle DeGroat	Dallas-Ft. Worth	Texas	
Alim Mambetov	Austin	Texas	
Thomas Nguyen	San Antonio	Texas	
Joni rice	San Antonio	Texas	
Mohamed Werfelli	San Antonio	Texas	
Abdellah Shanti	Houston	Texas	
Abdellah Shanti	Houston	Texas	
Alexis Moore	Houston	Texas	
Alfonso Arguindegui	Harlingen-Weslaco-Brownsville-Mcallen	Texas	
Joanne Hilliard	San Antonio	Texas	
Skyler Blacknall	Dallas-Ft. Worth	Texas	
Fern Carty Dawkins	Houston	Texas	
Nash Lambert	Dallas-Ft. Worth	Texas	
Brian "Austin" Clinkscales		Texas	
Jason Stephens		Texas	
Sergio Carrasco	Dallas-Ft. Worth	Texas	
Brandon Branch		Texas	
Roger W. Chappell		Texas	
Julius Neal		Texas	
Nash Lambert		Texas	
Paul Alfonso		Texas	
Keir McDonald	Washington, Dc (Hagerstown)	Virginia	
Thomas Hughes	Washington, Dc (Hagerstown)	Virginia	
Heather Hill	Columbia, SC	Virginia	
Thomas Feicco	Washington, Dc (Hagerstown)	Virginia	

Franchisee	City	State	Phone
James Berry	Washington, Dc (Hagerstown)	Virginia	
DeSario Turner	Milwaukee	Wisconsin	
Skyler Van Winkle	Green Bay-Appleton	Wisconsin	
Vishal Shah		Wisconsin	

EXHIBIT B

LIST OF FORMER FRANCHISEES

SMOOTHIE KING FRANCHISE DISCLOSURE DOCUMENT
EXHIBIT B

This is a list of the names, cities, states and telephone numbers of each Smoothie King franchisee whose franchise agreement has, between December 27, 2021 and December 26, 2022, been terminated, cancelled, not renewed, or who has, during the same time period, otherwise voluntarily or involuntarily ceased to do business, 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.

TRANSFERRED STORES
As of December 26, 2022

Former Franchisee	City	State	Phone
Chris & Susan Dray	Castle Rock	Colorado	281-924-3622
Chris & Susan Dray	Highlands Ranch	Colorado	281-924-3622
Juan Castro	Coral Springs	Florida	305-345-5039
Juan Castro	Coral Springs	Florida	305-345-5039
Francis Oriska	Deerfield Beach	Florida	786-624-8772
Brian Alexander George	Doral	Florida	305-299-0812
Dwight Halligan	Gainesville	Florida	
Dwight Halligan	Gainesville	Florida	
Joseph McCarthy	Jacksonville	Florida	904-446-5760
Juan Castro	Lauderhill	Florida	305-345-5039
Manny Dobal	Miami	Florida	305-812-8631
Manny Dobal	Miami	Florida	305-812-8631
Earl Lanoue	Temple Terrace	Florida	813-985-3888
Vito Cavalcante	Trinity	Florida	727-776-6141
Kirk Beasley	Atlanta	Georgia	678-361-2098
Greg Thomas	Atlanta	Georgia	770-402-9262
Christopher Lund	Atlanta	Georgia	404-563-4131
Christopher Lund	Atlanta	Georgia	404-563-4131
Christopher Lund	Atlanta	Georgia	404-563-4131
Carla Desormot-Saintil	Atlanta	Georgia	404-934-7075
Alvin Terrell	Smyrna	Georgia	678-365-8349
Christopher Lund	Woodstock	Georgia	404-563-4131
Derek Kent	Quincy	Illinois	573-268-5481
Christian Hamm	Fishers	Indiana	317-809-4761
Robin Schlosser	Kenner	Louisiana	504-439-0465
Barry Roberts	Luling	Louisiana	985-785-9931
Dianne Solsky	New Orleans	Louisiana	504-931-4061

Former Franchisee	City	State	Phone
Minseok Yu	Baltimore	Maryland	410-440-4290
Juan Avalos	Bel Air	Maryland	410-243-6939
Duane King	Landover	Maryland	202-280-0065
John Meissner	Timonium	Maryland	443-910-4755
Bert Wilkinson	Jackson	Mississippi	601-573-7594
Steve Geschke	Brentwood	Missouri	314-835-4465
David Wheeler	St. Louis	Missouri	314-368-6972
David Trauterman	St. Peters	Missouri	314-862-9700
Keith Stickel	Hamilton Township	New Jersey	201-481-1491
Drew Fairhurst	Charlotte	North Carolina	941-875-8289
Quamisha Nelson	Jacksonville	North Carolina	910-915-3938
Drew Fairhurst	Matthews	North Carolina	941-875-8289
Fred Barnoff	Canton	Ohio	330-730-2173
Keith Stickel	Newtown	Pennsylvania	201-481-1491
Kenneth Sheets	Fort Mill	South Carolina	803-548-1946
John Sevieri	Murfreeesboro	Tennessee	615-812-4064
John Sevieri	Murfreeesboro	Tennessee	615-812-4064
John Sevieri	Smyrna	Tennessee	615-812-4064
Scott Kilburn	Allen	Texas	214-709-8221
Scott Kilburn	Allen	Texas	214-709-8221
Roger Grimm	Boerne	Texas	210-296-7925
Rick Estes	Burleson	Texas	817-307-8977
Jay Mathis	Carrollton	Texas	832-758-0176
Keith Miner	Denton	Texas	214-502-7567
Keith Miner	Denton	Texas	214-502-7567
Keith Miner	Denton	Texas	214-502-7567
Jackie Ben-Meir	Fort Worth	Texas	214-310-2011
Scott Kilburn	Frisco	Texas	214-709-8221
Scott Kilburn	Frisco	Texas	214-709-8221
Scott Kilburn	Frisco	Texas	214-709-8221
Joe Moon	Houston	Texas	832-455-7827
Joe Moon	Houston	Texas	832-455-7827
Joe Moon	Houston	Texas	832-455-7827
Warren Alberty	Kingwood	Texas	713-569-7998
Jackie Ben-Meir	Lewisville	Texas	214-310-2011
Scott Kilburn	Little Elm	Texas	214-709-8221
Scott Kilburn	McKinney	Texas	214-709-8221
Warren Alberty	New Caney	Texas	713-569-7998
Scott Kilburn	Princeton	Texas	214-709-8221

Former Franchisee	City	State	Phone
Scott Kilburn	Prosper	Texas	214-709-8221
Mark Cole	Rockwall	Texas	214-293-2779
Jerry Bailey	San Antonio	Texas	210-627-0211
Sharon Heausler	San Antonio	Texas	210-882-7560
Sharon Heausler	San Antonio	Texas	210-882-7560
Sharon Heausler	San Antonio	Texas	210-882-7560

STORES CLOSED
As of December 26, 2022

Former Franchisee	City	State	Phone #
Jeff R. Conway	Spring Hill	Florida	352-585-2653
Alexandra Kavi	Ft Benning	Georgia	504-313-4431
Clint Gilbert	Peoria	Illinois	309-648-7603
Sean Cangelosi	Baton Rouge	Louisiana	225-802-7423
Tyronne Astugue	Gretna	Louisiana	504-231-1789
Matthew Montgomery	Hammond	Louisiana	985-507-8056
Sean Cangelosi	Thibodaux	Louisiana	225-803-7423
Duane King	Greenbelt	Maryland	202-280-0065
ShawnDell Pullam	Silver Spring	Maryland	301-741-9713
ShawnDell Pullam	Silver Spring	Maryland	301-741-9713
Christopher Klebba	Mt. Pleasant	Michigan	734-751-6747
Derek Kent	Kirksville	Missouri	573-268-5481
Yonas Hagos	St. Louis	Missouri	630-303-1467
ShawnDell Pullam	Mount Laurel	New Jersey	301-741-9713
Mike Jones	Raleigh	North Carolina	910-265-0182
Nancy Kwong	Cincinnati	Ohio	513-385-0890
Shara Gilkey	Ennis	Texas	214-223-9743
Daniel Chen	Houston	Texas	281-701-8293
Danon Garrett	Houston	Texas	281-989-4153
Dave McMahon	Houston	Texas	713-539-4720
Fern Carty Dawkins	Pearland	Texas	479-277-1389
Rocky Starleigh	Roanoke	Virginia	540-389-0061
Scott McCaskey	Madison	Wisconsin	262-347-5915

STORES REACQUIRED BY FRANCHISOR
As of December 26, 2022

None

FRANCHISE AGREEMENT TERMINATED – UNIT NEVER OPENED
As of December 26, 2022

Store Franchisee	City	State	Phone Number
Gisele Dennis	Miami	FL	954-288-9912
Todd Pater	Tampa	FL	864-420-3362
Krishna P Parajuli	Braselton	GA	404-219-3687
Mark Dorencz	Canton	GA	815-482-2695
Greg Thomas	Dawsonville	GA	770-402-9262
Shawn Jenkins	Centerville	OH	937-478-0006
Tareq Younis	Millington	TN	901-721-5822
Jackie Ben-Meir	Arlington	TX	214-310-2011
Jackie Ben-Meir	Irving	TX	214-310-2011
Charles (Drew) Coxie	League City	TX	281-702-4204
Tim Meade	Lubbock	TX	806-789-6576
Joseph Anderson	New Braunfels	TX	832-389-1270

EXHIBIT C

AUDITED FINANCIAL STATEMENTS OF SMOOTHIE KING FRANCHISES, INC.

Smoothie King Franchises, Inc.

(A wholly owned subsidiary of Smoothie King Holdings, Inc.)

Financial Statements

As of December 26, 2022 and December 27, 2021 and for the years ended December 26, 2022, December 27, 2021, and December 28, 2020

Smoothie King Franchises, Inc.
(A wholly owned subsidiary of Smoothie King Holdings, Inc.)
Index
As of December 26, 2022 and December 27, 2021 and for the years ended December 26, 2022, December 27, 2021, and December 28, 2020

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Report of Independent Auditors

To the Board of Directors of Smoothie King Franchises, Inc.

Opinion

We have audited the accompanying financial statements of Smoothie King Franchises, Inc. (the "Company"), which comprise the balance sheets as of December 26, 2022 and December 27, 2021, and the related income statements, statements of stockholder's equity and statements of cash flows for each of the three years in the period ended December 26, 2022, including the related notes (collectively referred to as 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 26, 2022 and December 27, 2021, and the results of its operations and its cash flows for each of the three years in the period ended December 26, 2022 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Emphasis of Matter

As discussed in Note 1 to the consolidated financial statements, the Company changed the manner in which it accounts for leases in 2022. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

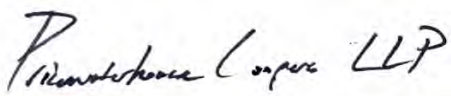
Auditors' Responsibilities for the Audit of the Financial Statements

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

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

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

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



Dallas, Texas
April 10, 2023

Smoothie King Franchises, Inc.
(A wholly owned subsidiary of Smoothie King Holdings, Inc.)
Balance Sheets
December 26, 2022 and December 27, 2021

	2022	2021
Assets		
Current assets		
Cash and cash equivalents	$ 16,797,203	$ 5,499,685
Restricted cash	4,276,595	3,615,875
Receivables, net of allowance for doubtful accounts of $180,909 and $39,096 at December 26, 2022 and December 27, 2021, respectively	6,055,665	4,594,136
Due from affiliates	561,954	289,847
Prepaid and other current assets	470,759	1,656,874
Income tax receivable	-	1,546,986
Total current assets	28,162,176	17,203,403
Property and equipment, net	2,249,352	2,719,776
Goodwill	18,738,620	18,738,620
Trademark	28,700,000	28,700,000
Franchise agreements, net	2,476,063	2,803,923
Right of use asset	1,472,057	-
Other assets	1,436,813	893,559
Total assets	$ 83,235,081	$ 71,059,281
Liabilities and Stockholder's Equity		
Current liabilities		
Accounts payable	$ 1,003,106	$ 739,327
Accrued payroll and related expenses	2,253,361	3,343,400
Accrued expenses	5,210,165	4,631,356
Operating lease liabilities	329,492	-
Other current liabilities	1,067,102	1,158,524
Due to affiliates	-	464,331
Deferred revenues	2,412,211	2,280,365
Income taxes payable	479,924	-
Total current liabilities	12,755,361	12,617,303
Long-term liabilities		
Deferred revenues	17,531,623	16,820,695
Deferred rent	-	222,408
Operating lease liabilities	1,866,483	-
Deferred lease incentive liability	-	508,625
Deferred income taxes, net	4,541,672	4,780,671
Total liabilities	36,695,139	34,949,702
Commitments and contingencies (Note 6)		
Stockholder's equity		
Additional paid-in capital	49,015,330	49,015,330
Receivables from affiliates, net	(69,215,162)	(64,505,621)
Retained earnings	66,739,774	51,599,870
Total stockholder's equity	46,539,942	36,109,579
Total liabilities and stockholder's equity	$ 83,235,081	$ 71,059,281

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

Smoothie King Franchises, Inc.
(A wholly owned subsidiary of Smoothie King Holdings, Inc.)
Income Statements
Years ended December 26, 2022, December 27, 2021, and December 28, 2020

	2022	2021	2020
Revenues			
Franchise fees and royalties	$ 48,917,118	$ 46,751,455	$ 37,920,191
Operating costs and expenses			
Depreciation and amortization	1,314,752	1,088,508	1,170,666
General and administrative	26,776,209	27,022,197	20,875,563
Total operating costs and expenses	28,090,961	28,110,705	22,046,229
Operating income	20,826,157	18,640,750	15,873,962
Other income, net	17,609	6,639	2,143,038
Income before income taxes	20,843,766	18,647,389	18,017,000
Income tax expense	5,703,862	4,929,922	5,375,714
Net income	$ 15,139,904	$ 13,717,467	$ 12,641,286

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

Smoothie King Franchises, Inc.
(A wholly owned subsidiary of Smoothie King Holdings, Inc.)
Statements of Stockholder's Equity
Years ended December 26, 2022, December 27, 2021, and December 28, 2020

	Additional Paid-in Capital	Receivables from Affiliates, Net	Retained Earnings	Total
Balances at December 30, 2019	$ 49,015,330	$ (34,506,428)	$ 25,241,117	39,750,019
Stock compensation expense	-	255,774	-	255,774
Increase in affiliate receivables	-	(11,856,503)	-	(11,856,503)
Net income	-	-	12,641,286	12,641,286
Balances at December 28, 2020	49,015,330	(46,107,157)	37,882,403	40,790,576
Stock compensation expense	-	342,576	-	342,576
Increase in affiliate receivables	-	(18,741,040)	-	(18,741,040)
Net income	-	-	13,717,467	13,717,467
Balances at December 27, 2021	49,015,330	(64,505,621)	51,599,870	36,109,579
Stock compensation expense	-	253,727	-	253,727
Increase in affiliate receivables	-	(4,963,268)	-	(4,963,268)
Net income	-	-	15,139,904	15,139,904
Balances at December 26, 2022	$ 49,015,330	$ (69,215,162)	$ 66,739,774	$ 46,539,942

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

Smoothie King Franchises, Inc.
(A wholly owned subsidiary of Smoothie King Holdings, Inc.)
Statements of Cash Flows
Years ended December 26, 2022, December 27, 2021, and December 28, 2020

	2022	2021	2020
Cash flows from operating activities			
Net income	$ 15,139,904	$ 13,717,467	$ 12,641,286
Adjustments to reconcile net income to net cash provided by operating activities			
Depreciation and amortization	1,314,752	1,088,508	1,170,666
Deferred income taxes	(240,528)	(549,051)	845,230
Stock compensation expense	253,727	342,576	255,774
Changes in			
Receivables	(1,461,530)	(941,625)	667,727
Due from affiliates	(272,107)	897,394	471,204
Prepaid and other current assets	1,186,115	(1,106,963)	(19,121)
Income tax receivable	1,546,986	(498,917)	(888,375)
Right of use assets	(1,472,057)	-	-
Other assets	(541,726)	(346,036)	(154,687)
Accounts payable	263,780	(384,031)	850,914
Accrued payroll and related expenses	(1,090,039)	964,312	2,379,087
Income tax payable	479,924	-	-
Accrued expenses	487,387	2,853,611	(2,096,641)
Due to affiliates	(464,331)	36,520	159,064
Deferred franchise revenue	842,773	1,788,108	569,049
Lease Liability	2,195,976	-	-
Deferred rent	(222,408)	(1,426)	13,408
Deferred lease incentive liability	(508,625)	(172,165)	(85,728)
Net cash provided by operating activities	17,437,973	17,688,282	16,778,857
Cash flows from investing activities			
Capital expenditures	(516,468)	(641,452)	(233,596)
Net cash used in investing activities	(516,468)	(641,452)	(233,596)
Cash flows from financing activities			
Equity receivable payments to affiliates, net	(4,963,268)	(18,741,040)	(11,856,503)
Net cash used in financing activities	(4,963,268)	(18,741,040)	(11,856,503)
Increase (decrease) in cash, cash equivalents, and restricted cash	11,958,238	(1,694,210)	4,688,758
Cash and cash equivalents, and restricted cash			
Beginning of year	9,115,560	10,809,770	6,121,012
End of year	21,073,798	$ 9,115,560	$ 10,809,770
Supplemental cash flow disclosures			
Income taxes paid	3,351,326	$ 4,462,537	$ 592,253
Operating cash flows used in operating leases	405,874	-	-
Noncash activities			
Capital expenditures included in accounts payable	-	$ -	$ 155,190
Right-of-use assets obtained in exchange for operating lease liabilities	1,692,694		

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

1. Description of Business and Organization

Smoothie King Franchises, Inc. (the "Company") is engaged in the franchising of the Smoothie King™ brand. Smoothie King™ locations specialize in the preparation and sale of nutritional drinks and products. The Company maintained the following operating franchises in the United States, South Korea, Grand Cayman, and Trinidad & Tobago during fiscal year 2022:

	Franchised Locations		
	Domestic	**International**	**Total**
Balances at December 28, 2020	968	296	1,264
Openings	67	38	105
Closures	(26)	(30)	(56)
Transfers	(14)	-	(14)
Balances at December 27, 2021	995	304	1,299
Openings	76	2	78
Closures	(23)	(30)	(53)
Transfers	-	-	-
Balances at December 26, 2022	1,048	276	1,324

2. Summary of Significant Accounting Policies

Use of Estimates

The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America ("US GAAP") requires management to make estimates and assumptions that affect the reported amounts in the financial statements and accompanying notes. These estimates are based on information available through the date of the issuance of the financial statements, based on historical experience.

Fair Value of Financial Instruments

Management believes the carrying amounts of financial instruments as of December 26, 2022 and December 27, 2021, including cash and cash equivalents, accounts receivable, accounts payable, and accrued liabilities, approximate fair value due to their short maturities.

Fiscal Year
The Company's fiscal calendar year is on a 5-4-4 basis. Under this 5-4-4 Fiscal Calendar, the Company operates using four 91-day quarters. Each quarter is divided into three periods. The first period of each quarter consists of 5 weeks (35 days) and the two subsequent periods consist of 4 weeks (28 days). Fiscal 2019 is the Company's transition year, thus the Company is presenting financial statements on a 364-day year ending on December 30, 2019. Fiscal year 2022 began on December 28, 2021 and ended on December 26, 2022. Every 5 or 6 years the fiscal year will have an incremental 53rd week, beginning with 2024. This calendar provides for the same number of weekends for comparable periods. Additionally, this calendar allows for consistent reporting against peer companies in the restaurant industry, which commonly uses this calendar format.

CARES Act
On April 20, 2020, the Company received a Paycheck Protection Program ("PPP") loan. As of December 28, 2020, the Company had used all proceeds from the PPP loan for qualified purposes in accordance with the CARES Act and SBA regulations and anticipates forgiveness of the entire amount. US GAAP for profit-oriented entities does not define government grants; nor is there specific guidance applicable to government grants. Under the Company's accounting policy for government grants and consistent with nonauthoritative guidance, grants are recognized on a systematic basis over the periods in which the entity recognizes as expenses the related costs for which the grants are intended to compensate. The Company has elected to account for the PPP loan funds received as a grant. "Other income" as of the period ended December 28, 2020, represented the entire principal amount of the CARES Act loans. The related expenses were recorded in the same period ended. The PPP loan was forgiven on June 10, 2021.

Revenue Recognition
The Company records revenue in accordance with ASC Topic 606, Revenue from Contracts with Customers. The core principle of ASC Topic 606 is that an entity should recognize revenue for the transfer of goods or services equal to the amount of consideration that it expects to be entitled to receive for those goods or services. This principle is achieved through applying a five-step process for customer contract revenue recognition.

Revenue from Company store sales is recognized at the point in time when products are sold. Various governmental authorities directly impose taxes on sales including sales, use, value added and some excise taxes. The Company excludes such taxes from net sales.

The Company recognizes revenues in the form of royalties, initial and other fees associated with franchise and development rights, and vendor contributions. The franchise agreements for Smoothie King™ provide for an initial franchise fee and continuing royalty payments based upon net sales. Additionally, there are nonrefundable fees for granting exclusive development rights to specific geographic areas. The Company provides site selection review and advice on construction cost and administration, training, and other administrative support to franchisees related to each anticipated future opening. Vendor contributions pertain to volume incentives paid to the Company for achieving certain targets as negotiated with the Company's vendors. Vendor contribution revenues are recognized over time as the Company fulfills its obligation to direct franchisees to use certain suppliers.

Initial and other fees associated with franchise and development rights are allocated to their associated performance obligation. The primary performance obligation in the franchise agreement is the franchise right, which is recognized when performance obligations are satisfied. Per the standard, revenue from licenses of symbolic intellectual property should be recognized over time using a measure of progress that reflects the franchisor's pattern of performance. The Company determined that franchisees simultaneously receive and consume the benefits provided by the license of symbolic intellectual property. Further, the Company's performance does not create an asset with alternative use to the franchisee. Therefore, these revenues should be recognized straight-line over the term of the agreement, which is generally 10 years for domestic franchises. Amortization of the franchise and development rights will begin on the store opening date.

Royalty revenue is recognized as sales occur through the application of the sales and usage-based royalty exception noted in ASC 606.

Gift card breakage for the years ended December 26, 2022, December 27, 2021, and December 28, 2020 was $4,890, $354,737, and $0, respectively. Revenues were recognized in a manner consistent with card redemption patterns. Gift card breakage revenues are included in franchise fees & royalties in the Consolidated Income Statement.

Cash and Cash Equivalents
The Company considers cash on hand, deposits in banks and short-term investments with an original maturity of three months or less to be cash equivalents.

Restricted Cash
During the 2012 acquisition of the Predecessor Company by SKH, it was determined that a portion of the outstanding common stock of the Predecessor Company could not be located. As a result, the consideration attributable to those shares of stock was not distributed by the Company. The Company restricted $1,067,102 of cash and recorded a related liability for these proceeds pending the location of the outstanding common stock. During 2022 it was determined that the restricted cash was not legally required to be held in a separate account. As a result, this cash was transferred into an operating account.

The Company launched a centralized gift card program in January 2021 whereby, it holds restricted cash on behalf of the centralized gift card program. The total restricted cash related to this program on December 26, 2022, and December 27, 2021 was $4,276,595 and $2,548,773, respectively.

Receivables
Receivables at December 26, 2022 and December 27, 2021 are $4,084,148 and $3,046,329 due from franchisees of the Company that bear income statement collection risk. This amount relates to royalties and technology support fees earned by the Company and the centralized gift card settlements. Also included in trade accounts receivable at December 26, 2022 and December 27, 2021 are $1,938,963 and $1,547,807, respectively, due from vendors for vendor contribution incentives.

Management provides for uncollectible amounts through a charge to earnings and a credit to an allowance for doubtful accounts based on its assessment of the current status of individual accounts. Balances still outstanding after management has used reasonable collection efforts are written off through a charge to the allowance for doubtful accounts and a credit to trade accounts receivable.

Due from Affiliates
Amounts due from affiliates are any amounts borrowed by other subsidiaries of Smoothie King Holdings, Inc. (Note 8). The counterparty possesses the intent and ability to repay these amounts to the Company.

Equity Receivables from Affiliates, Net
The Company will remit excess cash flows from operations to its parent entity or to other affiliates of Smoothie King Holdings, Inc. to finance ongoing cash flow requirements (dividends, debt repayments, capital projects, etc.). When either the lack of intent or ability to repay exists between the Company's affiliates, the Company records these amounts as an equity receivable or payable, and any related cash flows are reflected within cash flows from financing activities.

Property and Equipment
Property and equipment is stated at cost less accumulated depreciation and impairments. Depreciation is calculated on the straight-line method, based on the following estimated useful lives: leasehold improvements – lesser of the lease term (including lease renewal options where failure to exercise such renewal options would result in an economic penalty such that renewal appears reasonably assured) or the life of furniture, fixtures and equipment, and capitalized software – three to ten years.

When assets are retired or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts, and any resulting gain or loss is recognized in the Company's income statement for the period. The costs of maintenance and repairs are charged to operations as incurred. Significant renewals and betterments are capitalized.

Impairment of Long-Lived Assets
Long-lived assets, including identifiable intangible assets, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Assets held and used are reviewed based on the lowest level at which there are identifiable cash flows for the underlying asset(s). Recoverability of assets to be held and used is initially measured by a comparison of the carrying value of the assets to the future undiscounted net cash flows expected to be generated by the assets. If such assets are determined to be impaired, the impairment to be recognized is measured as the difference between the related carrying amounts and estimated fair values. No impairment charges were recorded for the years ended December 26, 2022, December 27, 2021, and December 28, 2020.

Goodwill and Other Intangible Assets

Goodwill represents the excess of cost over fair value of net assets of the business acquired. The Company uses the purchase method of accounting for business combinations and recognizes intangible assets acquired in a purchase method business combination apart from goodwill if certain criteria are met. Goodwill and intangible assets deemed to possess indefinite lives are not subject to amortization, but are instead tested for impairment at least annually, and the Company is required to record any necessary impairment adjustments. Impairment is measured as the excess of the carrying value over the fair value of the reporting unit (for goodwill) or the related intangible asset (for the Smoothie King™ trademark). Based on the Company's analysis, no impairment charges were recognized on goodwill or the Company's trademark for the years ended December 26, 2022, December 27, 2021, and December 28, 2020.

Intangible assets with finite lives are amortized over their respective useful lives and reviewed for impairment if events and circumstances indicate that the assets might be impaired. The estimated useful lives for separable intangible assets are as follows as of December 26, 2022:

	Estimated Useful Life
Intangible assets	
Trademarks	Indefinite
Franchise agreements	2 - 17 years

Trademarks consist primarily of the Smoothie King™ brand name, which has been determined to have an indefinite life and is, therefore, not currently being amortized. Franchise agreements with an estimated useful life of 2 - 17 years are presented net of accumulated amortization of $3,441,630 and $3,113,770 as of December 26, 2022, and December 27, 2021, respectively, with amortization expense of $327,860, $327,860, and $327,860 as of December 26, 2022, December 27, 2021, and December 28, 2020, respectively. No adjustments for impairment of intangible assets were recorded in fiscal year 2022, 2021, or 2020.

As of December 26, 2022, future amortization expense of the franchise agreements is as follows:

2023	$ 327,860
2024	327,860
2025	327,860
2026	327,860
2027	327,860
Thereafter	836,763
	$ 2,476,063

Deferred Franchise Revenue

Deferred franchise revenue consists of amounts collected from franchisees in the form of initial franchise fees and area development fees. Initial franchise fees are paid by franchisees to the Company for the right to open a Smoothie King™. Area development fees are paid by franchisees to the Company to restrict a specific geographic territory to a specific franchisee over a defined period of time. Generally, area development agreements have a minimum number of stores required to be opened within the defined territory over a defined period of time; if those minimums are not reached by the expiration date, then all unearned fees are recognized by the Company upon expiration. Refer to Note 9 for further details on how the Company recognizes deferred franchise revenues.

Leases

The Company primarily leases office space, storage units, and billboards from third parties, and determines if a contract is a lease at inception. A contract contains a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration. The lease term begins on the commencement date, which is the date the Company takes possession of the asset and may include options to extend or terminate the lease when it is reasonably certain that the option will be exercised. Certain of the Company's leases contain renewal options for varying periods, which can be exercised at the Company's sole discretion. Leases are classified as operating or finance leases based on factors such as the lease term, lease payments, the economic life, fair value and estimated residual value of the asset. Where leases include options to purchase the leased asset at the end of the lease term, this is assessed as a part of the Company's lease classification determination. The Company's leases have remaining lease terms ranging from 0 to 6 years. The Company does not have lease transactions between related parties.

Under ASC 842, the Company recognizes a right-of-use ("ROU") asset and lease liability to account for its leases. ROU assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the Company's obligation to make lease payments arising from the lease. ROU assets and lease liabilities are recognized on the commencement date based on the present value of lease payments over the lease term. ROU assets are based on the lease liability and are increased by prepaid lease payments and decreased by lease incentives received. Lease incentives are amortized through the lease asset as reductions of expense over the lease term. For leases where the Company is reasonably certain to exercise a renewal option, such option periods have been included in the determination of the Company's ROU assets and lease liabilities.

Leases typically contain rent escalations over the lease term. The Company recognizes expense for these leases on a straight-line basis over the lease term. Some leases include rent escalations based on inflation indexes and fair market value adjustments. Operating lease liabilities are calculated using the prevailing index or rate at lease commencement. Subsequent escalations in the index or rate and contingent rental payments are recognized as variable lease expenses. Certain leases require the Company to pay taxes, insurance, maintenance and other operating expenses associated with the leased asset. Such amounts are not included in the measurement of the ROU assets and lease liabilities to the extent they are variable in nature. These variable lease costs are recognized as a variable lease expense when incurred.

The Company does not have any active subleases where the Company acts as either a sublessor or a sublessee.

The Company's lease agreements do not contain any material residual value guarantees or material restrictive covenants. The Company's lease agreements do not contain any terms and conditions of residual value guarantees provided by the lessee. The Company's leases do not contain restrictions or covenants imposed by leases, for example, those relating to dividends or incurring additional financial obligations.

As a practical expedient, lease agreements with lease and non-lease components are accounted for as a single lease component for all asset classes. The Company estimates contingent lease incentives when it is probable that the Company is entitled to the incentive at lease commencement. The Company elected the short-term lease recognition exemption for all leases that qualify. Therefore, leases with an initial term of 12 months or less are not recorded on the consolidated balance sheet; instead, lease payments are recognized as lease expense on a straight-line basis over the lease term. The depreciable life of the ROU assets and leasehold improvements are limited by the expected lease term unless the Company is reasonably certain of a transfer of title or purchase option.

The Company uses its incremental borrowing rate to discount future lease payments based on the information available on the commencement date for each lease as the implicit rate in the lease is not known. The determination of the incremental borrowing rate requires judgment and is determined using the Company's current borrowing rate, adjusted for various factors aligned with the lease including total lease payments and lease term.

Due to Affiliates
Amounts due to affiliates are any amounts borrowed from other subsidiaries of Smoothie King Holdings, Inc. (Note 8). The Company possesses the intent and ability to repay these amounts in the ordinary course of business.

Advertising Costs
Advertising costs are expensed as incurred. Advertising costs for the years ended December 26, 2022, December 27, 2021, and December 28, 2020 were $2,270,571, $2,015,669 and $1,864,217, respectively, which are recorded as general and administrative expense.

Stock-Based Compensation
Stock-based compensation in the amounts of $253,727, $342,576 and $255,774, relating to common stock options was recorded during the years ended December 26, 2022, December 27, 2021, and December 28, 2020, respectively.

Income Taxes
Income taxes are accounted for using the liability method, under which deferred taxes are provided for the temporary differences between the financial reporting basis and the tax basis of the Company's assets and liabilities using enacted tax rates in effect for the years during which the temporary differences are expected to reverse. The tax basis of assets and liabilities are based on amounts that meet the recognition threshold and are measured pursuant to the measurement requirement in current standards. A valuation allowance is established to reduce tax assets to the amount that, based on available evidence, is more likely than not to be realized. The Company may from time to time be assessed interest or penalties by major tax jurisdictions, although any such assessments historically have been minimal and immaterial to its financial results. In the event the Company has such an assessment from a taxing authority, the Company's accounting policy is to recognize any interest and penalties as a component of income tax expense.

Recent Accounting Pronouncements

In June 2016, the FASB issued ASU 2016-13, Financial Instruments — Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments ("Topic 326"). The guidance eliminates the previous incurred credit loss impairment methodology and replaces it with a new forward-looking "expected credit loss" model based on historical business results, current market conditions, and reasonable and supportable future forecasts. Subsequent to the original issuance of Topic 326, the FASB issued several updates which provide additional clarity and transition guidance. Topic 326 is effective for us beginning periods after December 15, 2022. We are currently evaluating the impact of adopting this new standard.

The Company reviewed all other recently issued accounting pronouncements and concluded that they were either not applicable or not expected to have a significant impact to the financial statements.

Recently Adopted Accounting Standards

On December 28, 2021, the Company adopted ASU 2016-02, "Leases (Topic 842)," using the modified retrospective approach. This pronouncement requires lessees to recognize a lease liability and a right-of-use asset for each lease with a term longer than twelve months and adds new presentation and disclosure requirements for both lessees and lessors. The recognized liability is measured at the present value of lease payments not yet paid, and the corresponding asset represents the lessee's right to use the underlying asset over the lease term and is based on the liability, subject to certain adjustments. For income statement and statement of cash flow purposes, the standard retains the dual model with leases classified as either operating or finance leases. Operating leases will result in straight-line expense while finance leases will result in a front-loaded expense pattern. The accounting guidance for lessors remains largely unchanged.

The Company elected the optional transition method to apply the standard as of the effective date. Under this method, the Company has not adjusted its comparative period financial statements for the effects of the new standard or made the new, expanded required disclosures for years prior to the effective date. Therefore, the consolidated income statement for the year ended December 26, 2022, and the consolidated balance sheet as of December 26, 2022 reflect the application of ASC 842 while the consolidated income statement for the year ended December 27, 2021 and the consolidated balance sheet as of December 27, 2021 were not adjusted and continue to be reported under the accounting guidance, ASC 840, Leases ("ASC 840"), in effect for the prior year.

The Company elected the package of practical expedients permitted under the transition guidance in ASC 842 and did not reassess prior conclusions related to contracts containing leases, lease classification and initial direct costs.

The adoption of the new lease standard resulted in the recognition of operating lease ROU assets and lease liabilities for lease arrangements with an initial term greater than twelve months.

The impact on the consolidated balance sheet is as follows:

	December 27, 2021	ASU 2016-02 Adjustments	December 28, 2021
Assets:			
Prepaid expenses and other current assets	1,656,874	(5,985)	1,650,889
Operating lease right-of-use assets	-	1,692,694	1,692,694
Liabilities:			
Accrued liabilities (deferred rent)	222,408	(222,408)	-
Other current liabilities	1,158,524	(91,422)	1,067,102
Deferred lease incentive liability	508,625	(508,625)	-
Operating lease liabilities	-	2,509,164	2,509,164
Retained earnings	51,599,870	-	51,599,870

3. Property and Equipment

Property and equipment consisted of the following at December 26, 2022 and December 27, 2021:

	Useful Life	2022	2021
Property and equipment			
Furniture, fixtures and equipment	3–10 years	$ 877,778	$ 758,560
Capitalized Software	3–5 years	2,220,039	1,891,458
Leasehold improvements	5–10 years	1,576,636	1,576,636
Automobiles	5 years	586,306	586,306
		5,260,759	4,812,960
Accumulated depreciation		(3,011,407)	(2,093,184)
		$ 2,249,352	$ 2,719,776

Depreciation expense was $986,892, $760,648, and $842,806, respectively, for the years ended December 26, 2022, December 27, 2021, and December 28, 2020.

4. Stockholder's Equity

Common Stock
The Company is authorized to issue up to 200,000 shares of common stock, with no par value per share. There were 10,274.40 shares of common stock issued and outstanding as of December 26, 2022.

Stock Option Plans

In April 2016, the Board of Directors of SK USA, Inc. adopted and approved the SK USA, Inc. 2016 Stock Option Compensation Plan (the "2016 Plan") under which SK USA, Inc. was authorized to grant a total 860 incentive stock options to employees. In May 2016, options to purchase 650 shares of common stock were issued to employees of SK USA, Inc. under the 2016 Plan, with a grant date fair value of $768.52. Following the stock split on May 31, 2018, the 860 incentive stock options authorized were converted into 8,358 incentive stock options. The fair value of these incentive options is now equal to $79.08. On September 9, 2018, the Company authorized an additional 2,500 incentive stock options. The total incentive stock options authorized is 10,858.

The company issued 5,777 options to employees in July, September, and November 2022 with a weighted-average grant date fair value of $883.97 and 1,992 options to employees in June and December 2021 with a weighted-average grant date fair value of $278.07. The options have vesting terms between 3 and 6 years from the grant date. Generally, the options vest over the final four years of the vesting period, with 25% of the options vesting each year.

Category of Options	Options (in Shares) Outstanding January 1, 2022	Shares Granted	Shares Exercised	Shares Canceled	Shares Forfeited	Shares Vested	Options (in Shares) Outstanding December 26, 2022
Vested	$ 5,090	$ -	$ -	(1,895)	$ -	$ 839	$ 4,034
Non-vested	3,560	5,777			(1,034)	(839)	7,464

Category of Options	Options (in $) Outstanding January 1, 2022	Amount Granted	Amount Exercised	Amount Canceled	Amount Forfeited	Amount Vested	Options (in $) Outstanding December 26, 2022
Vested	$ 811,697		$ -	(228,795)	$ -	$ 181,108	$ 764,010
Non-vested	874,468	2,526,579			(221,267)	(181,108)	2,998,672

The estimated fair value of each option granted was calculated using the Black-Scholes option-pricing model. Expected volatilities were based on volatilities from publicly traded companies operating in the Company's industry. For grants issued in the years ended December 26, 2022 and December 27, 2021, the expected volatility used was 30%. The Company recognizes forfeiture of options as they occur. The expected life of options granted was calculated using the simplified method per SAB 110. For shares granted in the year ended December 26, 2022 the expected life use was 6.75 years. For shares granted in the year ended December 27, 2021 the expected life used was 6.25 and 6.75 years. The risk-free rate for periods within the expected life of the option was based on the U.S. Treasury yield rcurve in effect at the time of grant. The risk-free rate used for grants in the year ended December 26, 2022 was 3.87%. The risk-free rate used for grants in the year ended December 27, 2021 was 0.16% and 0.06%. The expected dividend yield is 0% for all grants. No options were granted in the year ended December 28, 2020.

At December 26, 2022, there are 4,034 options outstanding and exercisable and 7,464 nonvested options outstanding. The weighted-average exercise price of these options is $883.97 and the weighted-average remaining contractual term is 2.12 years.

5. Income Taxes

Management judgment is required in determining the provision for income taxes, deferred tax assets and liabilities, and any valuation allowance recorded against net deferred tax assets. In the event that actual results differ from these estimates or the Company adjusts these estimates in

future periods, it may need to change its allowance, which could materially impact the Company's financial condition and results of operations.

Income tax expense related to continuing operations consisted of the following for the years ended December 26, 2022, December 27, 2021, and December 28, 2020:

	2022		
	Current	**Deferred**	**Total**
Federal	$ 5,005,136	$ (213,306)	$ 4,791,830
State	919,619	(27,222)	892,397
Foreign	19,635	-	19,635
	$ 5,944,390	$ (240,528)	$ 5,703,862

	2021		
	Current	**Deferred**	**Total**
Federal	$ 4,292,383	$ (465,229)	$ 3,827,154
State	1,143,720	(83,822)	1,059,898
Foreign	42,870	-	42,870
	$ 5,478,973	$ (549,051)	$ 4,929,922

	2020		
	Current	**Deferred**	**Total**
Federal	$ 3,600,649	$ 608,632	$ 4,209,281
State	802,376	236,598	1,038,974
Foreign	127,459	-	127,459
	$ 4,530,484	$ 845,230	$ 5,375,714

Deferred income taxes are provided for the temporary differences between the financial reporting basis and the tax basis of the Company's assets and liabilities. Significant components of the Company's deferred tax assets and liabilities as of December 26, 2022 and December 27, 2021 were as follows:

	2022	**2021**
Property and equipment	$ (405,377)	$ (538,149)
Intangible assets	(7,635,723)	(7,695,045)
State NOL/credit carryforwards	49,162	49,162
Reserves and allowances	(1,299,146)	(1,159,627)
Deferred franchise revenue	4,749,412	4,562,988
Net deferred tax liabilities	$ (4,541,672)	$ (4,780,671)

The December 26, 2022 and December 27, 2021 deferred tax liability was measured using a 21% U.S. federal tax rate.

In assessing the realizability of deferred tax assets, management considers whether it is more likely than not that some portion of all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which those temporary differences become deductible.

The Company has adopted the guidance on uncertain tax positions in ASC 740, Income Taxes. This guidance prescribes a recognition threshold and measurement attribute for a tax position taken or expected to be taken in a tax return and also provides guidance on derecognition, classification, interest and penalties, accounting in interim periods, disclosure, and transition. The Company has reviewed its income tax positions and identified tax positions that are not certain.

There were no gross unrecognized tax benefits that, if recognized, would affect the effective tax rate at December 26, 2022 and December 27, 2021, respectively. The Company's policy with respect to potential penalties and interest is to record them as tax expense. The Company had no accrued expense related to the unrecognized tax benefits at December 26, 2022 and December 27, 2021, respectively.

The open years subject to tax audits vary depending on the tax jurisdictions. With few exceptions, the Company is no longer subject to U.S. federal, state, and local or non-U.S. income tax examinations by tax authorities for tax years before 2018.

The Company joins in the filing of a consolidated tax return with parent company SK USA, Inc. The Company's financial statements are issued separately from the consolidated group and uses the separate company method of determining the current and deferred tax expense for the Company.

6. Commitments and Contingencies

The Company leases office and warehouse spaces pursuant to lease agreements which are classified as operating leases. Rent expense was $498,047, $479,193, and $410,566, for the years ended December 26, 2022, December 27, 2021, and December 28, 2020, respectively.

The Company is also party to a contract with New Orleans Pelicans NBA LLC which provides naming rights to the New Orleans Arena and other benefits in exchange for an annual payment (the "Naming Rights Agreement"). The Naming Rights Agreement includes various success fees that are required based on team performance criteria (making the NBA Playoffs, winning the NBA Championship, etc.) and expires in 2023. The Naming Rights Agreement does not contain a lease under ASC 842 as the Company does not have the right to direct the use of the asset throughout the period of use.

On April 29, 2021 the Company entered into contracts with Frisco Management, LLC and Pro Silver Star, LTD that grants certain sponsorship rights and other benefits related to the Dallas Cowboys, the Stadium and the Complex (the "Sponsorship Agreements"). The Sponsorship Agreements include various success fees and expires in 2028. The Sponsorship Agreements does not contain a lease under ASC 842 as the Company does not have the right to direct the use of the asset throughout the period of use.

As of December 26, 2022, future minimum committed payments under the Naming Rights Sponsorship Agreement are as follows:

2023	$ 2,505,836
2024	263,511
2025	271,416
2026	279,559
2027	287,946
Thereafter	-
	$ 3,608,268

The Company has various purchase commitments for supplies, and services incident to the ordinary conduct of a franchise business and at prevailing market prices. These commitments are designed to assure sources of supply and are not expected to be in excess of normal requirements.

The Company is involved in various legal matters arising in the ordinary course of business. In the opinion of management, the ultimate disposition of these matters will not have a material adverse effect on the Company's financial position or results of operations.

7. 401(k) Plan

The Company's parent maintains the Smoothie King™ 401(k) Plan and Trust ("the 401(k) Plan") covering all employees who have met certain eligibility requirements. Under the 401(k) Plan, employees may elect to contribute up to the lesser of $53,000 or 100% of their eligible compensation to the 401(k) Plan, subject to certain limitations. In addition, the Company may allow employees to make additional contributions of any paid cash bonuses made for such employees during the plan year, subject to certain limitations. The Company may make matching contributions during the year equal to a discretionary percentage, as determined by the Company, of the participant's salary reductions. Employer matching contributions vest upon payment. In early 2020, the Company decided to start paying the Company Match each pay period instead of at the beginning of the next year. However, due to COVID-19, the Company elected to freeze the Company match after the pay period ended May 11, 2020 to help lower expenses during the pandemic. The Company resumed matching 401K contributions at the beginning of 2021 to be paid in 2022. The Company plans to continue to match 401K contributions annually in the first quarter following each fiscal year. The Company contributed $205,662, $0, and $282,520 in matching contributions to the 401(k) Plan during 2022, 2021, and 2020 respectively.

8. Related Party Transactions

The Company maintained the following balance due from affiliates of Smoothie King Holdings, Inc. at December 26, 2021 and December 27, 2021.

	2022	2021
Smoothie King National Advertising Fund	$ 353,169	$ 289,066
Smoothie King Regional Advertising Fund	1,399	781
	$ 354,568	$ 289,847

In addition, the Company maintained a net receivable of $69,215,162 from other affiliates that do not exhibit either the intent or the ability to repay these amounts or for which the Company does not have the intention to repay these amounts in the foreseeable future, as follows:

	2022	2021
SK USA, Inc.	$ 35,022,731	$ 32,026,686
Smoothie King Systems, Inc.	6,493,711	6,493,711
Smoothie King Co., Inc.	25,531,112	24,080,383
SK Nutritional Formulas, L.L.C.	(832,820)	(689,118)
Other related party affiliates	3,000,428	2,593,959
	$ 69,215,162	$ 64,505,621

Given the expectation that these balances are not expected to be received (paid), the net balance has been classified as a contra-equity item until such time that the intent and ability to repay are exhibited to result in reclassification of the balance to a current receivable or payable at a future date.

The Company incurred related party transactions resulting in a receivable during the year ended December 26, 2022 and a payable during the year ended December 27, 2021. The receivable from Smoothie King Holdings, Inc., the parent company of Smoothie King Franchises, Inc. was $207,386 as of December 26, 2022 and the payable to Smoothie King Holdings, Inc. was $464,331 as of December 27, 2021.

The intercompany receivable at December 26, 2022 resulted from the Company making a payment on the December 27, 2021 balance and Smoothie King Holdings, Inc. reporting taxable income. The intercompany payable balance at December 27, 2021 was from a net loss at Smoothie King Holdings, Inc's. 2020 tax returns and thus the Company received an income tax benefit from that loss.

9. Revenue Recognition

The Company records revenue in accordance with ASC Topic 606, *Revenue from Contracts with* Customers, which utilizes a five-step revenue recognition model.

The underlying principle of the standard is that an organization will recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects what it expects in exchange for the goods or services.

Initial franchise fees, including master franchisor and development fees for the Company's international business, and renewal and transfer fees are recognized straight-line over the term of the related franchise license for the respective restaurant. Amortization of the fees will begin on the store opening or transfer date.

Performance Obligations
The Company primarily derives revenue from royalties, initial franchise fees, and upfront fees from development agreements and master franchise agreements. Services in these contracts largely consist of providing franchisees with a franchise license, which includes a license to use its intellectual property and, pre-opening services, such as training and inspections, and ongoing services, such as development of training materials, menu items and inspections. The services the Company provides under franchise agreements are highly interrelated and dependent upon the franchise license, therefore, the Company concluded the services do not represent individually distinct performance obligations. Consequently, the Company bundles the franchise license performance obligation and promises to provide services into a single performance obligation under ASC 606, which the Company satisfies by providing a right to use its intellectual property over the term of each franchise agreement.

Franchise fees and development are paid in conjunction with the signing of the franchise agreement and are not refundable under any circumstances. Royalties and advertising fees are paid monthly based upon gross sales activity.

Disaggregated Revenue
The following table discloses revenue by stream by timing of recognition. Prior period amounts have not been adjusted under the modified retrospective method.

	December 26, 2022	December 27, 2021	December 28, 2020
Revenues recognized over time			
Franchise rights fees	$ 37,660,444	$ 36,408,969	$ 29,792,625
Other revenues	4,890	354,737	-

	December 26, 2022	December 27, 2021	December 28, 2020
Revenues recognized at a point in time			
Other revenues	$ 11,251,784	$ 9,987,749	$ 8,127,566

Revenue Recognized Over Time
Franchise rights fees are all fees recognized over time and include fees generated from the initial franchise and development fees, fees for any ownership transfers and royalty fees.

Revenue Recognized at a Point in Time
Revenues recognized at a point in time include other revenues. Other revenues include design fees, technology fees, and vendor rebates. Design and technology revenues are recognized as revenues at a point in time which is at the point the services are performed. Vendor rebates are recognized as revenues at a point in time which is at the point the goods are delivered to the stores.

10. Leases

The Company has a lease arrangement for office space. This lease expires in 2028.

Components of Lease Expense

Year Ending December 26, 2022

Lease Cost		
Operating lease cost	$	313,322
Short-term lease cost		194,463
Variable lease cost		216,076
Total lease cost	$	723,861

Other Information

Weighted-average remaining lease term (in years):	
Finance leases	N/A
Operating leases	5.87 yrs
Weighted-average discount rate:	
Finance leases	N/A
Operating leases	3.99%

Supplemental Balance Sheet Information

Lease Balances

Year ended December 26, 2022		
Assets		
Operating lease assets	$	1,472,057
Total lease assets	$	1,472,057
Liabilities		
Current		
Operating lease liabilities	$	329,492
Noncurrent		
Operating lease liabilities		1,866,483
Total lease liabilities	$	2,195,976

Future minimum lease payments, including rental payments for lease renewal options we are reasonably certain to exercise, and amounts to be received as lessor or sublessor as of December 26, 2022 were as follows:

Maturity of Lease Liabilities under ASC 842

Year ended December 26, 2022	**Operating Leases**	
2023	$	403,782
2024		404,988
2025		414,439
2026		423,890
2027		433,341
Thereafter		386,131
Total lease payments		2,466,569
Less: Interest		270,594
Present value of lease liabilities	$	2,195,976

11. Subsequent Events

Management has evaluated subsequent events through the date that the financial statements were available to be issued, April 10, 2023, and determined that no other events occurred that require disclosure.

EXHIBIT D

FRANCHISE AGREEMENT

Unit No. _____

SMOOTHIE KING FRANCHISES, INC.
FRANCHISE AGREEMENT

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SUMMARY PAGE

These pages summarize certain provisions of the Franchise Agreement to which they are attached. The Franchise Agreement's provisions will control in the event of any conflict.

Effective Date: **_____**

Expiration Date: **_____**

Renewal Notice Deadline Date: **_____**

Initial Franchise Fee: **$[ ]**

Operating Fee: **The greater of $500 or 6% of Gross Sales**

National Marketing Fee: **Up to 5% of Gross Sales; As of the Effective Date _____%**

Regional Marketing Fund Fee: **Up to 2% of Gross Sales; As of the Effective Date _____%**

Local Marketing Fee: **A minimum of 2% of Gross Sales**

Grand Opening Amount: **$[_____] ($15,000 for new traditional units ($10,000 if the Unit relocates and $5,000 if Franchisee acquired the Unit through a transfer); $7,500 for non-traditional units ($5,000 if the Unit relocates and $2,500 if Franchisee acquired the Unit through a transfer))**

Offering Fee: **To be determined at the time of review**

Transfer Fee: **$7,500 (Transfer to Existing Franchisee or Manager) or $12,500 (Transfer to a third party)**

Relocation Fee: **$2,500**

Operator: **[_____]**

Franchisee: **[_____], a [_____]**
Address for Notices: **[_____]**
Attention: **[_____]**
Email: **[_____]**

Franchisor: **Smoothie King Franchises, Inc., a Texas corporation**
Address for Notices: 9797 Rombauer Road, Suite 150
Coppell, Texas 75019
Attention: Legal Department
Email: Legal@smoothieking.com

SMOOTHIE KING
FRANCHISE AGREEMENT

This Smoothie King Franchise Agreement (this "Agreement") is made and entered into this ____ day of _____, 20____, between Smoothie King Franchises, Inc., a Texas corporation having its principal place of business at 9797 Rombauer Road, Coppell, TX 75019 ("Smoothie King" or "Franchisor"), and _____, a _____, with a mailing address of _____ ("Franchisee").

RECITALS

A. WHEREAS, Franchisor has expended significant effort, money and time to develop and own the System, all of which may be periodically changed or modified, at Franchisor's sole option, for establishing and operating Smoothie King® units that offer designated products and utilize the System and Proprietary Marks;

B. WHEREAS, Franchisor developed and will continue to develop valuable goodwill in the Proprietary Marks and may periodically develop or acquire other trademarks and service marks for use under the System, all of which may be changed, replaced, or modified at Franchisor's sole option;

C. WHEREAS, Franchisee desires to develop and operate a Smoothie King® unit at the Location under the terms of this Agreement and understands and acknowledges the importance of Franchisor's standards of quality and service and the necessity of operating the business franchised hereunder in conformity with Franchisor's standards and specifications.

NOW, THEREFORE, in consideration of Franchisor granting to Franchisee the right to develop and operate a Unit subject to and in accordance with the terms hereof, the mutual obligations provided for in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I. GRANT OF FRANCHISE; PROTECTED TERRITORY

1.1 Subject to the terms and conditions of this Agreement, Franchisor grants to Franchisee a personal right and license, and Franchisee undertakes the obligation, to operate one SMOOTHIE KING® business and to use the Proprietary Marks, Trade Dress, and the System solely in connection therewith (the "Franchised Business"). The "Proprietary Marks" are those trade names, service marks, trademarks, logos, and commercials symbols, including the name and mark "SMOOTHIE KING" and such other names, marks, logos, and symbols as Franchisor periodically designates for use with the System now and in the future. "Trade Dress" means the distinguishing characteristics of the System, including but not limited to, the Unit designs, layouts, and identification schemes. "System" means the system for the establishment and operation of businesses offering nutritional drinks and general nutrition products.

1.2 Franchisee shall locate and lease or acquire a site that has been approved by Franchisor. If at the time of execution of this Agreement, Franchisee has not secured a site for the Franchised Business, Franchisee shall immediately begin to locate a site only within the following general area ("General Area"): _____ – General Area.

1.3 Franchisee shall operate the Franchised Business only at and from the location approved in writing by Franchisor (the "Location"), which approval shall not be unreasonably withheld. Franchisor shall evaluate Franchisee's proposed location(s) as soon as reasonably possible in accordance with the procedures set forth in the "Manuals" (as defined in Section 7.1 below) or as otherwise set forth in writing by Franchisor.

1.4 Within nine (9) months from the Effective Date of this Agreement, Franchisee must have obtained Franchisor's consent to a proposed site for the Location and have (i) a fully executed and binding lease or (ii) acquired property for the specific purpose of constructing a building for the Franchised Business.

1.5 Upon Franchisee securing a lease for the Location and prior to the store opening, Franchisor shall designate a geographical area surrounding the Franchised Business, to be described in Attachment A (the "Protected Territory"). Subject to the following, Franchisor will not establish or operate a Smoothie King® retail location (a "Unit"), nor grant a franchise to any person other than Franchisee to establish or operate Smoothie King® Units, under the System, Proprietary Marks, and Trade Dress in the Protected Territory. Franchisor may establish, operate or grant a franchise or license to others to operate Smoothie King® Units under the System, Proprietary Marks, and Trade Dress at any "Non-Traditional" location, as defined below, or sell product or service lines through other channels of distribution, within and outside the Protected Territory at any time, including those activities described in Section 8.3. Non-Traditional Units are typically located within another business or dependent upon one main business or organization as its primary trade generator, normally have limited access to the general public and a limited trade area, usually in relation to its primary trade generator (a "Captive Facility"). Examples of Non-Traditional locations include enclosed shopping malls, arenas, convention centers, airports, movie theaters, health clubs, hospitals, military bases, grocery stores and similar environments. For Smoothie King® Units that are not Non-Traditional locations, the Protected Territory will be defined by identifiable boundaries and include a business, seasonal and/or residential population count of approximately fifteen thousand (15,000) people, based upon Franchisor's then-current site selection data. The boundaries of the Protected Territory may be shaped, at Franchisor's sole discretion, to match the population criteria, street or walk by traffic patterns and natural geographic features, such as bodies of water, interstate highways and other features that normally define guest trip patterns. The Protected Territory may include a business, seasonal and/or residential population count of less than fifteen thousand (15,000) people where there is less than 15,000 people within a two mile natural trade area of the location, based upon the criteria above, such as in suburban, rural, or beach communities.

1.6 Franchisee shall construct, furnish and equip the Unit in accordance with this Agreement, the Trade Dress, the Manuals, and such other terms and specifications as Franchisor may provide in writing to Franchisee. The rights and privileges granted to Franchisee under this Agreement are personal in nature and may not be used at any other location other than the Location. Franchisee shall not subfranchise or sublicense any rights under this Agreement.

1.7 Franchisee may not relocate the Franchised Business without Franchisor's prior written consent. Prior to providing such consent, Franchisee must submit to Franchisor the new proposed location and obtain Franchisor's written acceptance of the relocation to the proposed location. The new proposed location must be within the Protected Territory. Approval under this Section 1.7 will be within Franchisor's sole discretion. As a condition to any approval of the relocation by Franchisor, Franchisee must be in compliance with all terms and condition of this Franchise Agreement and Franchisee must have the funds available to relocate the Smoothie King® Franchised Business, construct a new Franchised Business according to Franchisor's then-current design standards and do so within a time period acceptable to Franchisor. If Franchisor approves the relocation, the new location will be considered the Location as used in this Franchise Agreement. Franchisee will be required to remove all signs, advertising materials, displays, and all other articles that contain the Proprietary Marks, and all Trade Dress, at the former Location so as to effectively distinguish the former Location from any other Smoothie King® Unit. Franchisee cannot close the Smoothie King® Unit at the Location until (a) Franchisor consents to the relocation and the new location and (b) Franchisee has signed the lease for the new location with the landlord or has closed on its purchase of the new location. Franchisor will have the right to (i) charge Franchisee a relocation fee of $2,500 to cover costs incurred by Franchisor in connection with its acceptance, evaluation and relocation of the Franchised Business, (ii) charge Franchisee the then-current

design fee for the new location; (iii) condition Franchisor's consent upon the payment of an agreed minimum royalty to Franchisor by Franchisee during the period in which the Franchised Business is not in operation (if any), (iv) require Franchisee to sign Franchisor's then-current form of franchise agreement to replace this Franchise Agreement and any other documents Franchisor may request, including a general release in favor of Franchisor; and (v) comply with the grand opening marketing requirements as set forth in Section 12.6 below, except Franchisee shall spend Ten Thousand Dollars ($10,000) on such grand opening marketing.

ARTICLE II. TERM AND RENEWAL

2.1 The term of this Agreement shall commence on the date first written above ("Effective Date") and shall expire ten (10) years from the date the Unit opens for business, unless sooner terminated under the terms hereof. Upon the opening for business of the Unit, Franchisee and Franchisor shall execute the Commencement Date Agreement in the form attached as Attachment B.

2.2 Franchisee may, at its option, renew this Agreement for one (1) additional term of ten (10) years, provided that:

2.2.1 Franchisee has been and is in compliance with the mandatory provisions contained in the Manuals, policies and with all material terms and conditions of this Agreement throughout the current term and, at the time of renewal, is not in default of any material term or condition of this Agreement, any amendment hereof, or any other agreement between Franchisee and Franchisor, or its subsidiaries, affiliates or divisions;

2.2.2 Franchisee has given Franchisor written notice of Franchisee's election to renew not less than six (6) months nor more than nine (9) months prior to the end of the current term;

2.2.3 At the time of renewal, Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor and its subsidiaries, affiliates, and divisions;

2.2.4 Franchisee presents evidence satisfactory to Franchisor that Franchisee has the right to remain in possession of the Location for the duration of the renewal term;

2.2.5 Franchisee makes, in a manner satisfactory to Franchisor in its sole discretion, such renovation and modernization of the Unit premises as Franchisor may require, including but not limited to signs, equipment, technological advances, furnishings and decor, to reflect the then-current standards and image of the System, before Franchisee is granted its renewal franchise;

2.2.6 Franchisee complies with Franchisor's then-current qualification and training requirements;

2.2.7 Franchisee and any personal guarantor execute a general release, in a form prescribed by Franchisor, of any and all claims against Franchisor and its affiliates, successors, assigns, and their respective officers, directors, shareholders, employees, and agents; and

2.2.8 Franchisee executes Franchisor's then-current form of franchise agreement, which agreement shall supersede this Agreement, except for this Section 2.2 allowing for one (1) renewal term shall continue to apply. Franchisor's then-current form of franchise agreement may contain terms that differ from those provided in this Agreement; provided that Franchisee will pay the then current renewal fee charged by Franchisor in lieu of the Initial Franchise Fee.

2.3 If Franchisor, in its sole discretion, determines that Franchisee has not met the conditions set forth above and the Franchise Agreement will not be renewed, Franchisor will provide written notice to Franchisee along with the reasons for the decision not to renew the Franchise Agreement.

ARTICLE III. FEES AND PAYMENTS

3.1 Upon execution of this Agreement, Franchisee shall pay to Franchisor an "Initial Franchise Fee" of:

3.1.1 Thirty Thousand Dollars ($30,000), if Franchisee is purchasing its first Smoothie King® Unit pursuant to this Agreement; or

3.1.2 Twenty-Five Thousand Dollars ($25,000), if Franchisee (directly or through an entity under "common control" with Franchisee) is purchasing its second or subsequent Smoothie King® Unit pursuant to this Agreement.

3.2 If Franchisee has entered into an Area Development Agreement ("ADA") with Franchisor, the terms of such ADA relating to Initial Franchise Fees shall supersede the provisions set forth above.

3.3 The Initial Franchise Fee is non-refundable and fully earned by Franchisor upon the execution of this Agreement in consideration of administrative and other expenses incurred by the Franchisor in granting this franchise and for the Franchisor's lost or deferred opportunity to franchise others.

3.4 Upon Franchisee opening and operating the Unit, but no later than the end of the twelfth (12^{th}) month from the Effective Date of this Agreement, and for the remainder of the term of this Agreement, Franchisee shall pay to Franchisor an "Operating Fee" equal to the greater of Five Hundred Dollars ($500) each calendar month or six percent (6%) of the monthly Gross Sales (as defined in Section 3.6 below) of the Franchised Business on or before the sixteenth (16^{th}) day of each month based on Gross Sales from the previous month. If Franchisee fails to open the Franchised Business for business by the end of the twenty-fourth (24^{th}) month from the Effective Date of this Agreement, the Agreement will automatically terminate pursuant to the terms of Section 14.1 below.

3.5 To enable Franchisor to operate its System in the most efficient manner, upon execution of this Agreement and at any time thereafter as Franchisor may require, Franchisee must sign the electronic transfer of funds authorization attached to this Agreement as Attachment C, and all other documents and instruments necessary to permit Franchisor to withdraw by electronic funds transfer from Franchisee's designated bank account all continuing payments and fees and any other amounts owed to Franchisor or its affiliates on the date or dates that such amounts are due. Franchisor has the right to set off any amounts Franchisee owes to Franchisor or its affiliates against any amounts Franchisor may owe to Franchisee, and Franchisee may not withhold payments due Franchisor under this Agreement on grounds of alleged nonperformance by Franchisor hereunder. Franchisee must maintain a balance in such account sufficient to allow Franchisor to collect the amounts owed when due. Franchisee is responsible for any penalties, fines, or other similar expenses associated with the transfer of funds described herein. Any payment not actually received by Franchisor or its designee by the due date for such payment as set forth in this Agreement or as otherwise established from time to time by Franchisor (with respect to Gross Sales during the previous month) shall be deemed overdue and will be assessed a late fee of Fifty Dollars ($50). Franchisor will have the right, upon sixty (60) days' written notice, to require Franchisee to make all payments required under this Article III and Article XII, and to comply with all reporting obligations under this Article and under Section 11.2, on a weekly basis. If any payment check or draft is returned from Franchisor's bank for insufficient funds, Franchisee will pay Fifty Dollars ($50) for the first occurrence and Seventy Five Dollars ($75) for each occurrence thereafter. Additionally, Franchisor will assess interest on such amount from the date it was due until paid at a rate equal to the lesser of eighteen percent (18%) per annum or the maximum rate permitted under applicable law. Franchisor will have the right to increase such fees upon reasonable notice to Franchisee. The foregoing shall be in addition to any other remedies Franchisor may have, including, without limitation, the right of set-off to withdraw or retain, from time to time and without notice to Franchisee, any amounts due and unpaid by Franchisee from any accounts or amounts otherwise payable

to Franchisee. Franchisor may, at its sole option, apply Franchisee's payments or any portion thereof to any of Franchisee's past due indebtedness to Franchisor or its affiliates.

3.6 As used in this Agreement, the term "Gross Sales" shall mean the amount of sales of any and all products and services sold in, on, about, from, or from such other place on behalf of, the Unit, including, without limitation, concessions off premises, catering, or delivery sales, and subscription product sales, whether for cash or on a charge, credit or time basis, including the reasonable market value of any goods or services sold or traded in any barter or trade transaction, without reserve or deduction for inability or failure to collect, and including income of every kind and nature related to the Franchised Business. Gross Sales shall not include the amount of any excise or sales tax levied on retail sales and actually paid to appropriate governmental authorities. In computing Gross Sales, Franchisee may deduct the amount of over rings, refunds, allowances, or discounts to guests provided that such amounts have been included in Gross Sales and provided that Franchisee complies with the requirements, including time limits, established by Franchisor, relating to reporting and taking credits against Gross Sales. Franchisor reserves the right to include in Gross Sales all ancillary charges or fees, including delivery service fees, that a customer pays to Franchisee or any third party in connection with the purchase of any products or services sold on behalf of the Unit.

ARTICLE IV. SERVICES PROVIDED BY FRANCHISOR

4.1 Franchisor agrees to provide to Franchisee, or assist Franchisee in obtaining, the following:

4.1.1 Such standard prototype construction plans, specifications and layouts for the buildout, at Franchisor's then-current design fee, which may include: design documents or floor plan layout which shows equipment, furnishings, decor and signs identified with Smoothie King® Units and approved suppliers for the products and supplies as Franchisor makes available to all franchisees from time to time.

4.1.2 General site selection criteria and guidance in the selection of an acceptable site and review of the lease for the location of the Unit. Franchisee acknowledges and agrees that Franchisor providing its site selection criteria, lease review, and guidance will not create any reliance or expectation damages or liability for Franchisor, and such activities will not create any expectation or representation to Franchisee that any proposed site will be accepted by Franchisor.

4.1.3 Review of site and final construction plans and specifications provided to Franchisor for conformity to the construction standards and specifications of the System. Franchisor's approval of the Location and rendering of any site selection assistance does not constitute a representation, promise or warranty by Franchisor that the Unit will be profitable or otherwise successful.

4.1.4 Initial and advanced training in the System, including but not limited to Manual updates, policy notices, intranet information, newsletters, phone consultations, store visits, and Smoothie King® standards, methods, procedures, suggested "best practices" and techniques, at such times and places as Franchisor may designate for its training program in its discretion and as described further in Article IX below.

4.1.5 Up to five (5) days of on-site assistance in connection with the opening of Franchisee's or related entities' first, second or third Unit, including assistance by Franchisor's personnel. If the Unit is the first Unit constructed and opened by Franchisee, regardless of the number of Smoothie King® units then operated by Franchisee, Franchisor will also provide this on-site opening assistance.

4.1.6 The use of the Manuals, training aids, bulletins, brochures, intranet updates, and reports, as may from time to time be published by or on behalf of Franchisor.

4.1.7 Such merchandising, marketing and other data and advice as may from time to time be developed by Franchisor or its affiliates and deemed by Franchisor to be helpful in the operation of the Franchised Business.

4.1.8 Such periodic individual or group advice, consultation, and assistance, rendered by personal visit or telephone, by newsletters or bulletins made available from time to time to all Smoothie King® franchisees, or by internet or intranet, as Franchisor deems appropriate.

4.1.9 Such other resources and assistance as may hereafter be developed and offered by Franchisor to all Smoothie King® franchisees.

4.2 All or a portion of the obligations to be performed by Franchisor may be performed on behalf of Franchisor by a third party designated by Franchisor, as Franchisor deems appropriate in its sole discretion.

ARTICLE V. FRANCHISEE'S FORM OF ORGANIZATION

5.1 If Franchisee is or becomes a corporation, partnership, limited liability company or other entity, Franchisee shall comply with the following requirements:

5.1.1 Franchisee shall confine its activities to the establishment and operation of the Franchised Business. Franchisee will furnish to Franchisor upon request a list of all shareholders or members of record and all persons having a beneficial interest in any corporation or other entity that is or becomes a Smoothie King® franchisee. As set forth in Section 8.2.5 below, Franchisee shall not use the Proprietary Marks in its corporate or legal entity name.

5.1.2 Franchisee's articles of incorporation, bylaws, partnership agreement or articles of organization or operating agreement (or comparable governing documents) shall at all times provide that the issuance and transfer of voting stock or other ownership interest therein is restricted by the terms of this Agreement.

5.1.3 Franchisee shall furnish Franchisor promptly, upon request, copies of Franchisee's articles of incorporation, bylaws, partnership agreement, articles of organization, operating agreement and other governing documents, trust or other documents which relate to the operation of the Franchised Business, and any other documents Franchisor may reasonably request.

5.1.4 Franchisee shall maintain stop-transfer instructions against the transfer on its records of any equity securities except in accordance with the provisions of Article XV. All securities issued by Franchisee shall bear the following legend, which shall be printed legibly and conspicuously on each stock certificate or other evidence of ownership interest:

> The transfer of these securities is subject to the terms of a Franchise Agreement with Smoothie King Franchises, Inc. dated _____. Reference is made to said Agreement and to the restrictive provisions of the Articles and Bylaws of this Corporation.

5.2 Each Principal of a Franchisee which is a corporation, partnership or other entity, will sign the Guaranty Agreement in the form attached to this Agreement as Attachment D (the "Guaranty Agreement"), assuming and agreeing to discharge all of Franchisee's obligations under this Agreement. Any person or entity that at any time after the date of this Agreement becomes a Principal of Franchisee under the provisions of Article XV below or otherwise will, as a condition of becoming a Principal, sign the Guaranty Agreement. Each Principal who has signed a Guaranty Agreement will continue to be bound by the Guaranty Agreement, regardless of that Principal's ownership interest in the new entity. The term "Principal" means any person or entity who directly or indirectly owns a ten percent (10%) or greater interest in Franchisee. If any corporation or other entity other than a partnership is a Principal, a "Principal" also will mean a shareholder or owner of a ten percent (10%) or greater interest in such corporation or other

entity. If a partnership is a Principal, a "Principal" also will mean each general partner of such partnership and, if such general partner is an entity, each owner of a ten percent (10%) or greater interest in such general partner. If Franchisee is one or more individuals, each individual will be deemed a Principal of Franchisee.

ARTICLE VI. CONFIDENTIALITY

6.1 Franchisee and its Principals each acknowledges that Franchisor may provide Franchisee and its Principals with Confidential Information that derive value from not being generally known to the public, that are reasonably necessary for the operation of the Unit, and that Franchisee has entered into this Agreement in order to use such Confidential Information to the economic benefit of Franchisee. Franchisee agrees that Confidential Information remains the sole property of Franchisor, as do any reproductions, notes, summaries or similar documents relating to the Confidential Information, and any files, memoranda, reports, and other documents relating to the System will become and remain the intellectual property of Franchisor immediately upon their creation. Franchisee and each of its Principals will not use, duplicate or disclose to others any Confidential Information except as expressly authorized by Franchisor in writing and will implement measures to maintain the confidentiality of such Confidential Information that is no less strict than the measures Franchisee uses with its own confidential information. To the extent that any Confidential Information is to be provided to Franchisee's advisors, representatives, agents or any employees, each of them must use such Confidential Information solely in connection with their respective roles with the Unit and execute a Non-Disclosure Agreement, in a form acceptable to Franchisor.

6.2 "Confidential Information" means any and all recipes, ingredients or proprietary products, formulas, customer data, supplier lists, product specifications and other information, knowledge, methods, techniques, marketing and promotional techniques, know-how, and systems and knowledge of and experience in the operation and franchising of Smoothie King® Units, including the Manuals and any and all records and copies thereof in any form, that Franchisor communicates to Franchisee or that Franchisee otherwise acquires in operating the Unit under the System. Confidential Information does not include information, processes or techniques that are generally known to the public, other than through disclosure (whether deliberate or inadvertent) by Franchisee.

6.3 Franchisee must fully and promptly disclose to Franchisor, all ideas, concepts, methods, techniques, improvements, additions and customer data relating to the development and/or operation of a Smoothie King® Unit or the System, any new recipes or formulas, or any advertising or promotion ideas related to the Unit (collectively the "Improvements") conceived or developed by Franchisee, its employees, and/or agents during the term of this Agreement. Each such Improvement will be deemed to be Franchisor's sole and exclusive property and works made-for-hire for Franchisor. To the extent any Improvement does not qualify as a work made-for-hire for Franchisor, Franchisee hereby assigns ownership of that Improvement and all related rights to Franchisor and agrees to sign (and to cause its Principals, employees and agents to sign) such assignment or other documents Franchisor requests to evidence its ownership or to help Franchisor obtain intellectual property rights in the Improvement. Franchisor is not obligated to pay Franchisee or any other person any royalties or other fees respecting any Improvements and Franchisee may not use any Improvement in operating the Franchised Business or otherwise without Franchisor's prior written approval.

6.4 Franchisee understands and agrees that it will come into possession of certain of Franchisor's trade secrets concerning the manner in which Franchisor conducts business including, but not necessarily limited to: recipes and formulas; methods of doing business or business processes; strategic business plans; customer lists and information; marketing and promotional campaigns; and any materials clearly marked or labeled as trade secrets. Franchisee agrees that the forgoing information, which may or may not be considered "trade secrets" under prevailing judicial interpretations or statutes, is private, valuable, and constitutes trade secrets belonging to Franchisor. Franchisee agrees that Franchisor derives independent economic value from the foregoing information not being generally known to, and not being readily

ascertainable through proper means by another person. Franchisee agrees to take reasonable measures, as may be described further in the Manuals, to keep such information secret. Upon expiration, termination or transfer of this Agreement, Franchisee will not use, sell, teach, train, or disseminate in any manner to any other person, firm, corporation, or association any trade secret pertaining to Franchisor's business and/or the manner in which it is conducted.

6.5 Franchisee acknowledges that any failure to comply with the requirements of this Article VI will cause Franchisor irreparable injury, and Franchisee agrees to pay all court costs and reasonable legal and accounting fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of the requirements of this Article VI.

ARTICLE VII. CONFIDENTIAL OPERATIONS MANUAL

7.1 To protect the reputation and goodwill of Franchisor and to maintain high standards of operation under the Proprietary Marks, Franchisee shall conduct its business in accordance with the mandatory standards and procedures stated in Franchisor's confidential operations manual and such other manuals and policies issued by Franchisor (whether in hard copy or electronically), as Franchisor periodically may amend and supplement from time to time (collectively, the "Manuals") by giving notice to Franchisee in accordance with this Agreement or, at Franchisor's option, by providing Franchisee with an electronic copy of the revisions to the Manuals. Any revisions to the contents of the Manuals shall be deemed effective when specified by Franchisor.

7.2 Franchisee shall at all times treat the Manuals and the information contained therein as Confidential Information and shall maintain such information as secret and confidential. Franchisee shall not at any time copy, duplicate, or otherwise reproduce such materials, in whole or in part, nor otherwise make them available to any unauthorized person.

7.3 The Manuals shall at all times remain the sole property of Franchisor, shall be kept in a secure place at the Unit premises, and all hard copies and electronic copies shall, at Franchisor's option, be returned to Franchisor, destroyed or deleted promptly upon termination or expiration of this Agreement.

7.4 Franchisee shall at all times ensure that its version of the Manuals are kept current and up-to-date. In the event of any dispute as to the contents of the Manuals, the terms of the Manuals maintained by Franchisor at its headquarters shall be controlling.

7.5 Franchisee acknowledges and agrees that prompt adaptation and compliance with the System, including the Manuals, are reasonable, necessary and essential to the image and success of all Smoothie King® Units. The Manuals contain the official mandatory operating standards, suggested "best practices", specifications and procedures as Franchisor periodically directs for operating a Smoothie King® Unit.

7.6 Franchisee agrees to accept and comply with those mandatory modifications, revisions and additions to the Manuals which Franchisor directs.

7.7 Franchisee acknowledges and agrees that any mandatory operating standards, specifications, or procedures exist to protect Franchisor's interest in the System and the Proprietary Marks and to create a uniform guest experience, and not for the purpose of establishing any control or duty to take control over the day-to-day operational matters that are reserved to Franchisee.

ARTICLE VIII. PROPRIETARY MARKS AND TRADE DRESS

8.1 Franchisor will use and will permit Franchisee and other Smoothie King® franchisees to use the Proprietary Marks and Trade Dress, only in accordance with the System and the standards and specifications which underlie the goodwill associated with and symbolized by the Proprietary Marks and Trade Dress.

8.2 With respect to Franchisee's licensed use of the Proprietary Marks and Trade Dress pursuant to this Agreement, Franchisee covenants that:

8.2.1 Franchisee shall use only the mark "SMOOTHIE KING®," and such other Proprietary Marks as are designated in writing by Franchisor for Franchisee's use from time to time, and shall use them only in the manner authorized and permitted by Franchisor.

8.2.2 Franchisee shall not directly or indirectly contest the validity or ownership of the Proprietary Marks or Trade Dress.

8.2.3 Franchisee shall use the Proprietary Marks and Trade Dress only for the operation of the Franchised Business and only at the Location authorized hereunder, or in advertising for the Franchised Business conducted at such Location.

8.2.4 Unless otherwise authorized or required by Franchisor, Franchisee shall operate and advertise the Franchised Business under the name "SMOOTHIE KING®" without prefix or suffix.

8.2.5 Franchisee shall not use the Proprietary Marks as part of its corporate or other legal name. Franchisee shall comply with Franchisor's instructions in filing and maintaining requisite trade name or fictitious name registrations. Franchisee agrees to execute, during or after the term of this Agreement, upon Franchisor's request, any consents necessary for the registration of Franchisor's corporate name in the state where Franchisee conducts the Franchised Business.

8.2.6 Franchisee shall execute any documents deemed necessary by Franchisor to obtain protection for the Proprietary Marks or Trade Dress or to maintain their continued validity and enforceability.

8.2.7 In the event that litigation involving the Proprietary Marks or Trade Dress is instituted or threatened against Franchisee, Franchisee shall promptly notify Franchisor and shall cooperate fully with Franchisor in defending such litigation. Franchisor shall defend and hold Franchisee harmless from any claims of trademark infringement for the authorized use of the Proprietary Marks and Trade Dress, provided that Franchisee promptly gives written notice to Franchisor and tenders the full defense of such claim to Franchisor. Franchisor shall control and direct any such legal action, including settlement thereof, without providing notice to Franchisee.

8.2.8 Franchisor retains the sole right to advertise and promote the System on the internet and to create, operate, maintain and modify or discontinue the use of, Smoothie King Website and other digital or Social Media postings using the Proprietary Marks. Except as provided in Section 10.3.13 below or as Franchisor may authorize in writing, Franchisee will not: (1) frame the Smoothie King Website; (2) use or grant any third party the right to use the Proprietary Marks or other aspects of the System to offer or sell any products or services or otherwise promote the Franchised Business or the System generally on the internet or via other online or digital systems, including third-party online ordering and/or delivery aggregators; (3) create or register any internet domain or e-mail addresses involving any of the Proprietary Marks now or hereafter owned by Franchisor or any abbreviation, acronym or variation of the Proprietary Marks, or any other name that could be deemed confusingly similar; or (4) otherwise use the Proprietary Marks without Franchisor's prior written permission.

8.3 Franchisee expressly understands, acknowledges and agrees that:

8.3.1 Franchisor is the owner of all right, title, and interest in and to the Proprietary Marks and Trade Dress and the goodwill associated with and symbolized by them. The Proprietary Marks and Trade Dress are valid and serve to identify the System and those franchisees who are licensed or franchised to use the Proprietary Marks and Trade Dress under the System.

8.3.2 Franchisee's use of the Proprietary Marks and Trade Dress pursuant to this Agreement does not give Franchisee any ownership interest or other interest in or to the Proprietary Marks, Trade Dress, or System. Franchisee's right to use the Proprietary Marks and Trade Dress is limited to such uses as expressly authorized under this Agreement, and any other use shall constitute an infringement of Franchisor's rights and a violation of this Agreement.

8.3.3 Upon transfer, expiration or termination of this Agreement, any monetary amount assigned as "goodwill" shall not refer to goodwill inherent in the Proprietary Marks, Trade Dress, or System.

8.3.4 Notwithstanding anything in Section 1.5, Franchisor may:

(a) Establish Smoothie King® company owned Units and grant other licenses and franchises for Smoothie King® Units and the Proprietary Marks at any location outside of the Protected Territory, in addition to those licenses and franchises already granted, as Franchisor, in its sole and exclusive discretion, deems appropriate;

(b) License or sell, at both wholesale and retail, product or service lines that are being sold in Smoothie King® Units, including Franchisee's Smoothie King® Unit, under the same or similar Proprietary Marks or any other proprietary marks, at any location or distribution point within and outside the Protected Territory, including through ghost kitchens or cloud kitchens, without providing any rights therein to Franchisee.

8.4 Franchisee cannot make any changes or substitutions to the Proprietary Marks or Trade Dress without Franchisor's written authorization. Franchisor reserves the right, in its discretion, to modify or discontinue use of any Proprietary Mark or Trade Dress, or to use one or more additional or substitute trademarks or service marks. Franchisee will, at its expense, comply with such modification or substitution after reasonable notice by Franchisor.

ARTICLE IX. MANAGEMENT AND TRAINING

9.1 Except as Franchisor may otherwise expressly permit in writing, Franchisee (or, if Franchisee is a corporation or partnership, a Principal(s) of Franchisee) and its designated manager shall devote full time best efforts and direct on-premises supervision to managing and operating the Franchised Business. Franchisor must be kept informed on a continuing basis of the identity of Franchisee's manager. If, during the Term of this Agreement, the manager is replaced or otherwise changes, Franchisee must promptly notify Franchisor in writing and designate a replacement within thirty (30) days of the change, such replacement being subject to the same qualifications stated herein. Franchisee must provide for interim management until a qualified replacement is designated.

9.2 If this Agreement is for the first Unit operated by Franchisee or a related entity, before Franchisee commences operating the Franchised Business, Franchisee (or, if Franchisee is a corporation or partnership, all Principal(s) of Franchisee) and Franchisee's designated manager shall attend and complete, to Franchisor's satisfaction, the initial franchise management training program that Franchisor offers at the site designated by Franchisor or, at Franchisor's option, that Franchisor offers virtually. If this Agreement is for the first, second or third Unit operated by Franchisee or a related entity, Franchisee will require all of its designated managers or other employees actively involved in managing the Franchised Business to attend and complete, to Franchisor's satisfaction, Franchisor's initial franchise management training program and such other training programs as Franchisor may require. Franchisee shall ensure that the Franchised Business is at all times under the management and supervision of a trained person.

9.3 If this Agreement is for the 4th or more Unit operated by Franchisee or a related entity, Franchisee shall designate an existing manager, acceptable to Franchisor ("Certified Trainer"), to be responsible for

training Franchisee's managers and other personnel in the Franchised Business and must also designate a district manager to oversee the operations at all of Franchisee's Units.

9.4 Franchisee shall cause its managers to attend and satisfactorily complete all mandatory training programs, including basic, advanced training, training refresher courses, and business seminars, as Franchisor may require from time to time. Franchisee shall ensure that all team members/employees are properly trained by Franchisee, Franchisee's managers, or Franchisee's Certified Trainer, according to Franchisor's standards and that training certifications be available for review upon request by Franchisor. Franchisee acknowledges that many of Franchisor's training programs are available to Franchisee, its managers, employees, and Certified Trainer, on Franchisor's Intranet Site. Franchisee shall ensure that all of its managers have access to Franchisor's Intranet Site.

9.5 Franchisee or its employees shall be responsible for all costs and expenses incurred by them in connection with training programs. Franchisee must have the necessary equipment and technology available for it or its employees to attend training programs virtually. Franchisor reserves the right to charge reasonable fees for materials and/or participation in any training courses offered by or on behalf of Franchisor, except that no fee shall be charged for the attendance by up to two (2) persons representing Franchisee at the initial franchise management training program. Franchisor may require Franchisee to make reservations for Franchisee or its employees in advance of attending any training courses or seminars. Franchisor may charge a deposit in connection with such reservations and may charge a cancellation fee if such reservations are canceled.

ARTICLE X. DUTIES OF FRANCHISEE

10.1 Franchisee understands and acknowledges that every detail of the System and the Franchised Business is important to Franchisor, other Smoothie King® franchisees, and Franchisee to maintain high and uniform operating standards, to increase the demand for the services and products sold by all franchisees, and to protect the reputation and goodwill associated with the Proprietary Marks and Trade Dress.

10.2 Before commencing any construction or remodeling of the Unit, Franchisee shall comply, to Franchisor's sole satisfaction, with all of the following requirements:

10.2.1 Franchisee shall employ the Franchisor to prepare preliminary plans and specifications for site improvement and construction of the Unit.

10.2.2 Franchisee shall be responsible for obtaining all zoning and environmental classifications and clearances that may be required by state or local laws, ordinances, or regulations, or that may be necessary or advisable owing to any applicable restrictive covenants. After having obtained such classifications and clearances, Franchisee shall employ a qualified third party architect or engineer to review Franchisee's preliminary plans and specifications and finalize such plans and specifications for permit application and construction. Franchisee shall submit these plans to Franchisor for review and acceptance. Once accepted by Franchisor, the final plans may not be changed or modified without the prior written consent of Franchisor.

10.2.3 Franchisee shall be responsible for obtaining all permits and certifications required for the lawful construction, remodeling, and operation of the Unit, and shall certify to Franchisor that all such permits and certifications have been obtained. Franchise also must fully comply with all applicable legal requirements related to the building, signs, equipment and premises, including the Americans with Disabilities Act.

10.2.4 Franchisee shall employ a qualified licensed general contractor who is reasonably acceptable to Franchisor to complete all site improvements, equipment, fixtures and signage delivery and construction of the Unit. Franchisee shall obtain and maintain, during the entire period

of construction, liability insurance as provided under Article XIII of this Agreement. Franchisee shall diligently pursue construction as soon as reasonably possible until completed.

10.2.5 Within 30 days of construction completion, Franchisee shall submit to Franchisor final detailed costs of construction.

10.3 Franchisee shall operate the Franchised Business in strict conformity with such mandatory methods, procedures, standards, and specifications as Franchisor may prescribe from time to time in the Manuals or otherwise in writing. Franchisee further covenants and agrees that:

10.3.1 Franchisee shall use the Unit solely for the operation of the Franchised Business, shall keep the Unit open and in normal operation for such minimum hours and days as Franchisor may from time to time specify or approve in writing, and shall refrain from using or permitting the use of the Unit premises for any other purpose or activity at any time without prior written consent from Franchisor. If Franchisee fails to keep the Unit open during Franchisor's minimum hours and days, Franchisee must pay Franchisor Two Hundred Dollars ($200) for each day such hours and days are not met.

10.3.2 Franchisee shall install and use in and about the Unit only such equipment, fixtures, furnishings, interior and exterior signs, and other items which strictly conform to the mandatory standards and specifications for Smoothie King® Units as set forth in the Manuals, construction drawings, or otherwise revised by Franchisor from time to time. Franchisee shall not locate or permit to be located on or about the Unit premises any equipment or electronics including but not limited to gambling, amusement or vending machines, television or music systems, or other such equipment or devices, except as required by or with the written permission of Franchisor.

10.3.3 Franchisee shall maintain the Unit premises and all adjacent areas in good, clean, attractive and safe condition at all times. Franchisee shall, at its expense, undertake all maintenance and make all repairs, replacements, alterations, and additions as may be required for that purpose or as Franchisor may require, including, without limitation, periodic cleaning, repainting, repairs, and replacement of obsolete signs, equipment, fixtures, and furnishings. Franchisee shall comply with the Manuals in operating the Unit, as described in Article VII.

10.3.4 Franchisee shall offer and sell from the Unit premises, for retail purposes only, all services and products, including but not limited to, the Smoothie King® Gift Card program and any new services or products developed from time to time, as required or authorized by Franchisor, and shall not offer or sell any other services or products of any kind or character or in any manner without the prior written consent of Franchisor. Franchisee shall discontinue offering any services or products (whether or not previously authorized by Franchisor) promptly upon notice from Franchisor. Franchisee shall provide for and install such equipment, furnishings or other items necessary to support new services or products introduced to enhance the value of the System, as required by Franchisor from time to time. Unless otherwise permitted by Franchisor in writing and then only in accordance with Franchisor's policies, Franchisee shall not offer or sell products or services authorized under this Agreement through any other means, including without limitation, through satellite locations, temporary locations, carts or kiosks, the Internet or through any form of Digital Media. As used in this Agreement, "Digital Media" means one or more related documents, applications, designs, or other communications or forms of media that can be accessed through electronic means, including but not limited to, the Internet, the World Wide Web, the Smoothie King Website (as defined in Section 10.3.13) or other websites, or social networking sites like FaceBook, Twitter, LinkedIn, Instagram, Snapchat, YouTube, blogs, vlogs, and other applications, and any online equivalent (collectively, "Social Media").

10.3.5 Franchisee shall purchase or lease all equipment, inventory, supplies, and other products and materials required for the operation of the Franchised Business solely from suppliers (including distributors, manufacturers, delivery providers and other sources) who demonstrate, to the continuing satisfaction of Franchisor, the ability to meet Franchisor's standards and specifications for such items; who possess adequate quality control and capacity to meet Franchisee's needs promptly and reliably; and who have been approved in writing by Franchisor and not thereafter disapproved (an "Approved Supplier"). Franchisor may impose limits on the number of Approved Suppliers for any products and services to be used in the Franchised Business (a "Designated Supplier"). Franchisee agrees that certain products, materials, and other items and supplies may only be available from one Designated Supplier, and Franchisor or its affiliates may be that Designated Supplier. Certain Approved Suppliers or Designated Supplier may require that Franchisee enter into agreements with them in connection with their designation or Franchisee's use of them as an Approved Supplier or Designated Supplier. If Franchisee desires to purchase any items from an unapproved supplier (other than for those items which must be purchased from Designated Suppliers), prior to using such supplier, Franchisee or the supplier shall submit to Franchisor a written request for approval. Franchisor reserves the right to require that its representatives be permitted to inspect the supplier's facilities and that samples from the supplier be delivered to Franchisor or its designee for testing. Franchisor may impose a charge not to exceed its costs of inspection and testing, which shall be paid by Franchisee or the supplier. Franchisor reserves the right from time to time to re-inspect the facilities and products of any previously Approved Supplier and to revoke its approval upon the supplier's failure to continue to meet any of Franchisor's standards and specifications.

10.3.6 Before Franchisee obtains services from third-party providers, Franchisor shall have the right to review the terms and conditions of such arrangements and require additional information about the business background and qualifications of the providers, including (at Franchisor's option) personal interviews with individuals providing such services. If, in providing services to Franchisee, any third party may obtain access to Confidential Information, Franchisor may require, as a condition of approval of such provider, the execution of covenants of non-disclosure and non-competition in a form satisfactory to Franchisor. Franchisor may disapprove any provider upon written notice to Franchisee who does not demonstrate, to Franchisor's continuing satisfaction, an ability to comply with the procedures and standards established for the System.

10.3.7 Franchisor has developed and will continue to develop certain proprietary food products and other menu items which will be prepared by or for Franchisor following Franchisor's proprietary recipes and formulas. Franchisor also has developed and will continue to develop standards and specifications for food products, flavorings, materials and supplies used in preparing, serving, and delivering prepared food products authorized for sale at Smoothie King® Units. As described above, Franchisee must purchase such items from Approved Suppliers. Franchisor may designate one or more Designated Suppliers (including itself or an affiliate) as an exclusive supplier of types, models or brands of products and services that Franchisor approves for Smoothie King® Units as meeting its specifications and standards. Such exclusive Designated Supplier, or other suggested or approved suppliers, may pay to Franchisor fees or rebates for such purchases. Franchisor and its affiliates have the right to retain any revenue that Franchisor or its affiliates receive as a result of Franchisee's purchases from Designated Suppliers, or other suggested or approved suppliers.

10.3.8 Franchisee shall maintain at all times such minimum stock levels of inventory, ingredients, supplies, and retail products as Franchisor may prescribe from time to time in the Manuals or otherwise in writing. Franchisee shall take an inventory of all such ingredients, supplies, and retail products at the intervals required by Franchisor as described in the Manuals and shall record the inventory in the Computer System.

10.3.9 Franchisee shall use, and display sales, marketing, and promotional materials provided by Franchisor from time to time, in the manner and for the time periods designated by Franchisor. Franchisee shall ensure that all uniforms, clothing, forms, stationery, signs, and other materials used in connection with the Franchised Business bear the Proprietary Marks in the form, colors, location and manner prescribed by Franchisor and otherwise comply with the mandatory standards and specifications prescribed by Franchisor from time to time.

10.3.10 Franchisee shall hire and maintain a competent, conscientious, trained staff, including a Manager, if Franchisee is not the owner/manager, as required under Article IX hereof, and shall take such steps as are necessary to ensure that all laws, ordinances, regulations, and the like, are followed and that its employees/team members preserve good guest relations and comply with such codes for dress and appearance as Franchisor may prescribe from time to time in the Manuals or otherwise in writing. Franchisee shall be solely responsible for the day-to-day operations of the Franchised Business and for making all employment decisions for all of Franchisee's employees, including the terms and conditions of employment of Franchisee's personnel, such as the soliciting, hiring, firing, disciplining, paying, scheduling, and managing of Franchisee's employees.

10.3.11 Franchisee shall permit Franchisor or its agents to enter and inspect the Unit premises during regular business hours. Franchisee shall cooperate fully with Franchisor and its agents in such inspections and render such assistance as they may request. Immediately upon notice of any deficiencies detected in such inspections by Franchisor or its agents, Franchisee shall take such steps as may be necessary to correct such deficiencies, including the temporary closing of the Unit if directed by Franchisor. Without limiting Franchisor's other rights and remedies, Franchisor shall have the right, if Franchisee fails or refuses to act promptly, to make or cause to be made such corrections as may be required and to collect the costs and expenses of correction from Franchisee.

10.3.12 Except as otherwise set forth herein, prior to the end of the fifth (5^{th}) year from the date the Franchised Business opens for operation, Franchisee shall, at its expense, refurbish the Unit to conform to the then-current building design, Trade Dress, color schemes, and presentation for new Smoothie King® Units. Franchisor may direct that such refurbishment include, without limitation, structural changes, remodeling, redecoration, and modifications to existing improvements; however, Franchisee shall not be required to spend in excess of Twenty-Five Thousand Dollars ($25,000) on materials and equipment for this mid-term refurbishment (excluding all labor and related costs).

10.3.13 Franchisee will maintain internet access for Franchisee, its managers, and other employees upon the premises of the Franchised Business. Franchisor has established an intranet for use by Franchisor's employees, franchisees, and all franchisee employees ("Franchisor's Intranet Site"). Franchisee shall routinely review the information placed on Franchisor's Intranet Site and shall provide its managers and employees access to Franchisor's Intranet Site for use of Franchisor's learning management system contained on Franchisor's Intranet Site. Additionally, Franchisor will maintain one or more websites and/or mobile applications (collectively referred to herein as "Smoothie King Websites") that provide information to the public about the System and the products and services offered and sold by the System. The Smoothie King Websites may also offer online and mobile ordering, mobile payments or similar services, or sales of items bearing the Proprietary Marks. Franchisor has absolute control over the Smoothie King Websites' designs and contents. Upon the opening of the Franchised Business, Franchisee will, at its expense, participate in and maintain a separate page on Smoothie King Websites on the internet and other online communications. Franchisor has the right to determine the use of the Smoothie King Websites and Franchisor's Intranet Site and will establish the rules under which franchisees must participate. Franchisor retains all rights relating to the Smoothie King Websites and Franchisor's Intranet Site and may alter or terminate Smoothie King's Website or Franchisor's Intranet Site upon reasonable

notice. Franchisor will provide at no cost to Franchisee a template for the separate page Franchisee must maintain on Smoothie King's Websites. Franchisee's general conduct on Smoothie King's Websites and Franchisor's Intranet Site, or other online communications, and specifically Franchisee's use of the Proprietary Marks or any advertising, is subject to the provisions of this Agreement. Franchisee agrees to comply with each provision of Franchisor's Intranet Site, as Franchisor periodically may modify. Franchisee acknowledges that certain information related to Franchisee's participation in Smoothie King's Websites or Franchisor's Intranet Site may be considered Confidential Information, including access codes and identification codes. Franchisee shall comply with Franchisor's policies and restrictions respecting the use of Social Media or related social networking applications in connection with the operation of the Franchised Business, as updated from time-to-time by Franchisor in the Manuals or otherwise in writing.

10.3.14 Franchisor has the right to specify or require that certain brands, types, makes, and/or models of communications, computer systems, and hardware be used by the Franchised Business, including without limitation: (i) back office and point of sale systems, mobile devices, data, audio, video, and voice storage, retrieval, and transmission systems for use at the Franchised Business and between Franchisor, its designee, and Franchisee; (ii) physical, electronic, and other security systems; (iii) printers or other peripheral devices; (iv) archival back-up systems; (v) speed of service measuring systems; (vi) software and hardware necessary to sell and redeem Smoothie King gift cards; and (vii) internet access mode (e.g. form of telecommunication connection) and speed (collectively, the "Computer System"). Franchisee shall purchase and thereafter use and maintain in the Franchised Business, the Computer System, and comply with Franchisor's requirements, specifications, and policies concerning the use of technology, as they may be specified in this Agreement, in the Manuals, or otherwise in writing. The Computer System developed for use in Smoothie King® Units may include a proprietary software program developed for or by Franchisor (the "Proprietary Software"). Franchisee must lease any Proprietary Software from Franchisor or a designated third-party supplier, which software will remain the confidential property of Franchisor or its third-party supplier. Franchisee agrees to sign all software access or license agreements and related documents required by Franchisor in connection with Franchisee's use of any Proprietary Software. Additionally, Franchisor may develop or designate, and Franchisee agrees to use: (a) computer software programs and accounting systems to be used with the Computer System ("Required Software"), (b) updates, supplements, modifications, or enhancements to the Required Software which Franchisee must install; (c) the tangible media upon which Franchisee must record or receive data; and (d) the database file structure of the Computer System. Franchisee is required to pay Franchisor a monthly technology fee, currently $200, plus a reasonable fee for software maintenance and security. Franchisor reserves the right to charge Franchisee a fee for firewall protection. Franchisor reserves the right to change the fees described in this Section 10.3.14 from time to time as provided in the Manuals or otherwise in writing. Franchisor reserves the right to assign its rights, title and interest in any Proprietary Software or related software license agreement to a third party designated by Franchisor. In such event, Franchisee may be required to enter into a separate computer software license agreement specified by the third-party supplier of the Proprietary Software. Franchisor also may access all information and data produced by or otherwise located on Franchisee's Computer System (collectively the "Unit Data"). Franchisor will own the Unit Data that is stored on the Computer System, except for Franchisee's financial and accounting data, and Franchisor periodically will establish policies respecting the use of the Unit Data. Franchisee will have a license to use the Unit Data during the term and subject to the restrictions of this Agreement. Franchisee will use an e-mail address that Franchisor selects for communication with Franchisor. Franchisor may designate a single source from whom Franchisee must purchase the Computer System, any software or hardware components thereof or associated service, and Franchisor or its affiliates may be that single source. Franchisee must use an installation company approved by Franchisor for the initial Computer System

installation. Franchisee must use and, at Franchisor's discretion, pay for all future updates, supplements and major modifications to the Computer System. Franchisee is solely responsible for protecting itself from disruptions, internet access failures, internet content failures, and attacks by hackers or other unauthorized intruders, and Franchisee waives any and all claims Franchisee may have against Franchisor as the direct or indirect result of such disruptions, failures, or attacks. Such waiver is in addition to Franchisee's indemnification obligations under this Agreement.

10.3.15 Franchisee shall not engage or cooperate in any conduct that reflects unfavorably on the reputation of Franchisee, Franchisor, or the System or injures or is prejudicial to the goodwill associated with the Proprietary Marks, including conduct which jeopardizes Franchisee's good relations with guests and creditors of the Franchised Business, or which constitutes a deceptive or unfair trade practice or otherwise violates applicable law or regulations. Franchisee will comply with all of Franchisor's policies relating to ethical and professional conduct. For purposes of this Section, Franchisee includes Franchisee's affiliates and Principals and each of their Personnel, agents and representatives and Franchisee will ensure that its affiliates and Principals comply with all of the terms hereof.

10.3.16 Franchisee must, at its expense, install at the Unit premises, a security system, including all existing or future components thereof and associated service, which Franchisor has selected for the System. Franchisee will, upon Franchisor's request, provide Franchisor with access to the information and data collected by such security system.

10.3.17 Franchisee must accept all payment options specified by Franchisor from time to time, including but not limited to, credit cards, debit cards , check or credit verification services, stored value gift cards, including Smoothie King gift cards, electronic funds transfer systems, and other noncash systems (for example, Google Pay or Apple Pay) and must obtain at Franchisee's expense all necessary hardware and/or software used in connection with any noncash systems. At all times, Franchisee must maintain relationships with all issuers or service providers that Franchisor designates as mandatory, and Franchisee must refrain from using any services or providers that Franchisor has not approved in writing or for which Franchisor has revoked its approval. Franchisor may modify its requirements and designate additional approved or required methods of payment and vendors for processing such payment. Franchisee must comply with Franchisor's credit card policies as prescribed in the Manuals. Franchisee must comply with the Payment Card Industry Data Security Standards (PCI DSS) as they may be revised and modified by the Payment Card Industry Security Standards Council, or any successor organization and/or in accordance with other standards Franchisor may specify, and the Fair and Accurate Credit Transactions Act (FACTA). Franchisee also must upgrade periodically its technology, at Franchisee's expense, to maintain compliance with PCI DSS, FACTA and all applicable laws. Franchisee must comply with all laws and regulations relating to privacy and data protection and must comply with any privacy policies or data protection and breach response policies, or any other policies related to data privacy or data use, that Franchisor periodically may establish. Franchisee must notify Franchisor immediately if it is notified of a credit card or data breach related to the Unit and/or Franchisee's business and must cooperate with Franchisor and applicable authorities in resolving such breach. Further, Franchisee must cooperate with Franchisor fully regarding media statements and other items related to managing any such event for the purpose of protecting the Proprietary Marks and System as set forth below.

10.3.18 Franchisee must participate in the Smoothie King Gift Card Program or other gift card program that Franchisor specifies. Franchisee must purchase the software, hardware, blank cards, and other items needed to sell and process gift cards or stored value cards, which Franchisor may specify in writing in the Manuals or otherwise. Franchisee also agrees to pay such monthly and per-swipe transaction fees as may be required by the vendor of the gift card system. Franchisee

must sell and honor gift cards only in accordance with Franchisor's written standards. Franchisee must account for all gift card sales, gift card redemptions, and other gift card transactions in the manner Franchisor specifies in the Manuals. Franchisee must pay Franchisor or make payments as specified by Franchisor, in such amounts and at such times as directed by Franchisor, in accordance with Franchisor's gift card rules, programs and policies. Franchisee agrees not to sell, issue or redeem gift certificates other than gift cards has approved in writing. Concurrent with the execution of this Agreement, Franchisee must sign and deliver to Franchisor the Gift Card Participation Agreement attached to this Agreement as Attachment E.

10.3.19 Franchisee must participate in all catering and delivery services Franchisor designates through Franchisor's designated provider(s). Unless Franchisor provides its prior written consent, Franchisee agrees that it will not provide its own delivery services or use its employees to deliver orders to Franchisee's customers.

10.3.20 If an event occurs at the Franchised Business that has or reasonable may cause harm or injury to customers, guests, or employees in the sole opinion of Franchisor (*i.e.* food spoilage/poisoning, food tampering/sabotage, slip and fall injuries, natural disasters, robberies, shootings, etc.) or may damage the Proprietary Marks, the System, or the reputation of Franchisor (the "Crisis Situation"), Franchisee will: (1) immediately contact the appropriate emergency care providers and (2) immediately inform Franchisor by telephone of the Crisis Situation. Franchisee shall refrain from making any internal or external announcements (*i.e.* no communication with the news media) regarding the Crisis Situation unless directed to do so by Franchisor or public health officials. To the extent Franchisor deems appropriate, in its sole and absolute discretion, Franchisor or its designee may control the manner in which the Crisis Situation is handled by the parties, including, without limitation, conducting all communication with the news media, providing care for injured persons and/or temporarily closing the Franchised Business. The parties acknowledge that, in directing the management of any Crisis Situation, Franchisor or its designee may engage the services of attorneys, experts, doctors, testing laboratories, public relations firms and those other professionals as it deems appropriate. Franchisee and its employees shall cooperate fully with Franchisor or its designee in its efforts and activities in this regard and be bound by all further Crisis Situation procedures developed by Franchisor from time to time hereafter. The indemnification under Article XX shall include all losses and expenses that may result from the exercise by Franchisor or its designee of the management rights granted in this Section 10.3.20.

10.4 If Franchisee will occupy the Unit premises under a lease, Franchisee shall submit such lease to Franchisor prior to execution for its written approval, not to be unreasonably withheld. Franchisor's approval of the lease will be conditioned upon inclusion of certain provisions, including but not limited to the following:

10.4.1 That the lease term extends for the unexpired Term under the Franchise Agreement;

10.4.2 The landlord shall not prohibit Franchisee's use of Franchisor's Proprietary Marks and Trade Dress in the manner prescribed by Franchisor;

10.4.3 Franchisor shall have the right (but not the obligation) to enter the premises to take any action necessary to protect the Proprietary Marks, Trade Dress, or the System or to cure any default under the Franchise Agreement or under the lease, or upon termination or expiration of the Franchise Agreement, to make such modifications or alterations to the Unit premises deemed appropriate to prevent confusion, mistake, or deception if the premises are thereafter used by Franchisee or others;

10.4.4 Franchisor shall have the right, at its election and upon notice to the lessor, to receive an assignment of the leasehold interest, with the right to sublease, upon Franchisee's default under the lease or termination or expiration of the Franchise Agreement;

10.4.5 The landlord shall enter into the Lease Rider Document in the form attached to this Agreement as Attachment G.

10.4.6 The premises shall be used solely for the operation of the Franchised Business;

10.4.7 Franchisee shall be prohibited from subleasing or assigning all or any part of its occupancy rights or extending the term of or renewing the lease, without Franchisor's prior written consent;

10.4.8 The lessor shall provide to Franchisor any and all notices of default under Franchisee's lease.

10.5 Franchisee hereby acknowledges that complete and detailed uniformity among Smoothie King® Units under varying conditions may be inadvisable, impractical or impossible and accordingly agrees that Franchisor, at its sole discretion, may modify or vary aspects of the System with respect to any franchisee or group of franchisees based on (by way of example and not limitation) local site conditions, sales potential, demographics, competition, local business practices, or any other conditions or circumstances that Franchisor determines. Franchisee further agrees that Franchisor shall have no obligation to disclose or offer the same or similar variances to Franchisee.

ARTICLE XI. ACCOUNTING AND RECORDKEEPING

11.1 Franchisee shall maintain during the term of this Agreement, and shall preserve for at least three (3) years after the dates of their preparation, full, complete, and accurate books, records, and accounts relating to the Franchised Business (the "Records") consistent with Franchisor's fiscal calendar year, in the form and manner Franchisor directs in the Manuals or otherwise in writing from time to time, including the chart of accounts. The Records will include the following: (i) daily cash reports; (ii) cash receipts journal and general ledger; (iii) cash disbursements journal and weekly payroll register; (iv) monthly bank statements and daily deposit slips and canceled checks; (v) all tax returns of the Franchised Business and, upon Franchisor's request, tax returns of each of Franchisee's shareholders (or members or partners, as applicable); (vi) suppliers' invoices (paid and unpaid); (vii) dated cash register tapes (detailed and summary); (viii) semi-annual balance sheets and monthly profit and loss statements; (ix) weekly inventories; (x) records of promotion and coupon redemption; and (xi) such other records and information as Franchisor periodically may request. Franchisee shall be permitted to preserve Records and submit reports electronically, consistent with Franchisor's requirements. During the term of the Agreement, Franchisee shall preserve and make available to Franchisor all Records for no less than the current fiscal year and the three (3) immediate past fiscal years.

11.2 Franchisee shall submit to Franchisor, within two (2) business days after the end of each month during the term of this Agreement beginning after the opening of the Unit, a remittance report, in the form prescribed by Franchisor, accurately reflecting all Gross Sales and, within thirty (30) business days after the end of each month a financial profit and loss statement, showing the results of operations of the Franchised Business during the preceding reporting period that are compiled or reviewed by a certified public accountant ("CPA") together with such other data or information as Franchisor may require. Franchisor may require the use of a designated CPA to ensure consistency. If Franchisee fails to submit the required profit and loss statement in any month, Franchisee must pay Franchisor Five Hundred Dollars ($500) for each month that such monthly profit and loss statement is past due. Franchisor will have the right, upon sixty (60) days prior written notice, to require Franchisee to submit all applicable monthly reports on a weekly basis. In such event, Franchisor also will have the right to require Franchisee to pay all monthly fees due under Article III and Section 12.1 on a weekly basis.

11.3 Within ninety (90) days after the end of each fiscal year of Franchisee during the term of this Agreement, Franchisee, at its expense, shall submit to Franchisor a financial statement consisting of a profit and loss statement showing the results of operations of the Franchised Business during said fiscal year, income tax returns, and a balance sheet as of the end of the fiscal year, prepared in accordance with generally accepted accounting principles. If, however, Franchisee has timely filed for an extension on its income taxes for such year, then such income tax returns shall be due to Franchisor within (30) days after Franchisee's filing of its income taxes. Each financial statement shall be accompanied by a sworn statement signed by Franchisee attesting that the items contained therein are true and accurate, that they completely and fully describe and disclose the information sought, and that the signer has made diligent and careful efforts to ascertain the accuracy and completeness of all financial statements.

11.4 Franchisee shall also submit to Franchisor, for review or auditing, such other forms, reports, records, statements, information, and data as Franchisor may require, including monthly profit and loss statements, in the form and at the times and places specified by Franchisor, upon request and as specified from time to time in the Manuals or otherwise in writing. Franchisee agrees that all financial and business data submitted by Franchisee to Franchisor may be used by Franchisor as it deems appropriate.

11.5 Franchisor or its designated agents shall have the right during regular business hours to examine and copy, or request that Franchisee make and deliver to Franchisor copies of, the books, records, and tax returns of Franchisee or any individual or entity with an ownership interest in Franchisee. Franchisee agrees to execute upon request a power of attorney, I.R.S. Form 4506 or similar document to authorize Franchisor to obtain copies of Franchisee's previous years' tax filings. Franchisor shall also have the right, at any time, to have an independent audit made of the books of Franchisee. If the requested documentation cannot be provided during the audit, Franchisor, in its sole discretion, may cause its independent auditors to use alternate testing methods to determine if any variance exists. If an examination or audit reveals that any Gross Sales have been understated in any report, then Franchisee shall pay Franchisor the continuing operating and advertising fees due on such understated Gross Sales immediately upon demand, together with interest at the rate provided in Section 3.5 above. Further, if an examination or audit reveals that Gross Sales were understated by two percent (2%) or more during the period audited, Franchisee shall reimburse Franchisor for all costs and expenses in connection with the audit. Franchisee agrees to pay for all costs of any audit that occurred due to Franchisee's failure to produce its books and records at the time of the audit. The foregoing remedies shall be in addition to any other remedies available to Franchisor.

ARTICLE XII. ADVERTISING, PROMOTION, AND MARKETING

12.1 During the term of this Agreement, Franchisee must pay to Franchisor for deposit in a national marketing and promotional fund (the "National Marketing Fund") a "National Marketing Fee." The National Marketing Fee is due to Franchisor monthly based on the prior month's Gross Sales and must be paid to Franchisor no later than the sixteenth (16^{th}) day of each month. Franchisor will determine the amount of the National Marketing Fee and reserves the right to increase such Fee, during the term of this Agreement and upon sixty (60) days' prior written notice, to an amount not exceeding five percent (5%) of Franchisee's monthly Gross Sales.

12.2 If Franchisor establishes a regional promotional and marketing fund (the "Regional Marketing Fund") in a region in which the Unit is located, Franchisee will pay to Franchisor for deposit in the Regional Marketing Fund a "Regional Marketing Fee." Franchisor will determine the amount of the Regional Marketing Fee and reserves the right to increase such Fee, during the term of this Agreement and upon sixty (60) days' prior written notice, to an amount not exceeding two percent (2%) of Franchisee's monthly Gross Sales. Any contributions to a Regional Marketing Fund will be credited towards Franchisee's local marketing requirement described in Section 12.4 below. The Regional Marketing Fee is due to Franchisor monthly based on the prior month's Gross Sales and must be paid to Franchisor no later than the last day of each month.

12.3 The National Marketing Fund and any number of Regional Marketing Funds (collectively, the "Funds"), will be maintained and administered by Franchisor and/or its designees as follows:

12.3.1 Franchisor shall direct all advertising, promotional, and marketing programs with sole discretion over the concepts, materials, and media used in such programs and the placement and allocation thereof. Franchisee agrees and acknowledges that the Funds are intended to maximize general public recognition and acceptance of the Proprietary Marks for the benefit of all Smoothie King® Units, and that Franchisor and its designees are not obligated in administering the Funds to make expenditures for Franchisee which are equivalent or proportionate to Franchisee's contribution, or to ensure that any particular franchisee benefits directly or pro rata from expenditures by the Funds. The Funds are not trusts or escrow accounts, and Franchisor has no fiduciary obligations to Franchisee, or to any franchisee, with respect to the Funds.

12.3.2 The Funds, all contributions thereto, and any earnings thereon shall be used to pay all expenses Franchisor incurs in connection with the general promotion of the Proprietary Marks and the System, including the cost of maintaining, administering, researching, directing, and preparing advertising, promotional and marketing activities. More specifically, such activities may include, among other things, the cost of creating, producing, placing, and conducting television, radio, print and digital advertising campaigns; creating, producing, and distributing promotional materials for use on and off the Unit premises; marketing surveys and research; public relations activities; and employing advertising agencies, marketing professionals and consultants to assist therein.

12.3.3 Franchisee shall contribute to the National Marketing Fund and any Regional Marketing Fund for Franchisee's region by preauthorized electronic funds transfer or as otherwise directed by Franchisor. All sums paid into the Funds shall be accounted for separately from the other monies of Franchisor and shall not be used to defray Franchisor's general expenses, except for reasonable salaries, administrative costs, and overhead as Franchisor may incur in activities related to the administration and direction of the Funds and promotional and marketing programs for franchisees and the System.

12.3.4 Franchisor anticipates that all contributions to and earnings of the Funds will be expended for the purposes described above during the taxable year in which the contributions and earnings are received. If, however, excess amounts remain in any Fund at the end of such taxable year, all expenditures in the following taxable year(s) shall be made first out of accumulated earnings from previous years, next out of earnings in the current year, and finally from contributions.

12.3.5 Upon request, Franchisor will provide Franchisee with an annual unaudited statement of the receipts and disbursements of the Funds for the most recently completed calendar year.

12.3.6 Franchisor maintains the right to terminate any Fund. No Fund shall be terminated, however, until all monies in the Fund have been expended for the purposes described above or returned to contributors on a prorated basis of their contributions.

12.4 Franchisee will spend at least two percent (2%) of its annual Gross Sales for the Franchised Business on advertising and promotional activities in Franchisee's local geographic area. Any contribution Franchisee makes to a Regional Marketing Fund will be credited towards Franchisee's local advertising and promotional activities described in this Section 12.4. Franchisee shall provide written confirmation of such expenditures as Franchisor may require. All advertising, promotional, and marketing activities conducted by Franchisee in its local market area shall be subject to the prior approval of Franchisor, which approval shall not be unreasonably withheld. Funds used to primarily promote or advertise catering activities will not qualify as a local advertising or marketing expense for purposes of satisfying Franchisee's obligations under this Section 12.4. Franchisee shall submit to Franchisor (by personal delivery, e-mail or certified mail, return receipt requested) for its prior approval (except with respect to prices to be charged)

all local advertising, promotional and marketing plans and samples of all local advertising materials not prepared or previously approved by Franchisor. If any plans or materials previously approved by Franchisor are later disapproved, Franchisee shall discontinue their use promptly upon notice from Franchisor.

12.5 Franchisor has the right, subject to applicable law, to establish maximum prices and/or minimum prices to be charged by Franchisee for the products and services Franchisee offers at the Franchised Business. Franchisee must honor all such maximum prices and minimum prices Franchisor establishes in accordance with this Section. Franchisee must also honor and offer all coupons, discounts, campaigns, or similar promotions Franchisor designates and cannot offer coupons, discounts, or similar promotions that are not part of a System-wide promotion or program without Franchisor's prior written approval.

12.6 During a four-week period before and/or within three (3) months after the opening of the Unit, Franchisee shall conduct grand opening advertising, marketing and promotional activities that complies with the local advertising requirements described in Section 12.4 above. Franchisee shall be required to expend on grand opening advertising, marketing and promotion an amount equal to Fifteen Thousand Dollars ($15,000) for Traditional Units and Seven-Thousand Five-Hundred Dollars ($7,500) for Non-Traditional Units (the "Grand Opening Expenditure"). Franchisee must pay the Grand Opening Expenditure to Approved Suppliers and must submit a report with receipts showing the total Grand Opening Expenditure to Franchisor within ninety (90) days of the Unit's opening date. If Franchisee fails to provide documentation evidencing the Grand Opening Expenditure, Franchisee must pay to Franchisor the difference between the required Grand Opening Expenditure and the amount Franchisee reported to Franchisor. Franchisor will deposit such amount into the applicable Regional Marketing Fund, or to the National Marketing Fund if the Unit is not in an area covered by a Regional Marketing Fund. The Grand Opening Expenditure will not be credited towards Franchisee's local advertising and promotional activities described in Section 12.4.

12.7 During the term of this Agreement, Franchisee agrees to participate in all customer loyalty program(s) implemented by Franchisor (the "Loyalty Program") in accordance with the terms and conditions of the Loyalty Program as described in the Manuals or otherwise in writing. Franchisor may modify, discontinue or replace the Loyalty Program at any time, and Franchisee must comply with such changes.

ARTICLE XIII. INSURANCE

13.1 Franchisee shall acquire and maintain, at its own expense and throughout the term of this Agreement, insurance with an insurance company with an A.M. Best's rating of "A-" and an A.M. Best's Class Rating of VII. Such insurance shall:

13.1.1 Be acceptable to Franchisor;

13.1.2 Provide, by endorsement, that the Indemnitees identified in Article XX are included as "Additionally Insured" and provide that the coverage afforded applies separately to each insured against which a claim may be brought as though a separate policy had been issued to each insured;

13.1.3 Provide the following coverages which may be modified by Franchisor from time to time in the Manuals or otherwise in writing: (a) comprehensive general liability insurance with a limit of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate and providing coverage at a minimum for bodily injury, personal injury, advertising injury, property damage, and products liability including food borne illness injury, (b) property insurance, (c) worker's compensation insurance as required by the state in which the Unit is located; (d) umbrella liability insurance (covering commercial general liability and automobile liability (if required by Franchisor), and employer's liability (if required by Franchisor) with a minimum of a $1,000,000 limit, and (e) other

insurance coverages as required from time to time by any applicable law. Franchisor also recommends that Franchisee obtain employment practices insurance with a minimum limit of $250,000 and a cyber/data breach policy with a minimum limit of $50,000;

13.1.4 Contain no provision that in any way limits or reduces coverage for Franchisee in the event of a claim by any one or more of the Indemnitees;

13.1.5 Extend to and provide indemnity for all obligations assumed by Franchisee hereunder and all other items for which Franchisee is required to indemnify Franchisor under this Agreement;

13.1.6 Be in amounts and forms and with a carrier or carriers satisfactory to Franchisor; but in no event in amounts less than those amounts and forms described in Section 13.1.3 above;

13.1.7 Contain "waiver of subrogation" clauses with respect to any right of subrogation against Franchisor and be primary and non-contributory with Franchisor's coverage and shall not contain cross-liability exclusions.

13.2 Franchisee shall not reduce the policy limits, restrict coverage, cancel or otherwise alter or amend said policy without Franchisor's prior written consent. Franchisor must receive at least thirty (30) days' prior written notice of any intent to reduce any coverage or otherwise alter or amend said policy.

13.3 On the Effective Date and upon each renewal or change of Franchisee's insurance policy, Franchisee shall submit to Franchisor a certificate evidencing the existing of the required insurance coverage. The certificate must show Franchisor's and Indemnitees' status as additional insureds and provide that Franchisor will be given thirty (30) days' prior written notice of a material change in or termination or cancellation of the policy. Upon request, Franchisee shall deliver to Franchisor or its agent a complete copy of Franchisee's then-prevailing policy of insurance at any time during or after the term of this Agreement.

13.4 In the event of a claim by any one or more of the Indemnitees against Franchisee, Franchisee shall, on request of Franchisor, assign to Franchisor any and all rights which Franchisee then has or thereafter may have regarding such claim against the insurer(s) providing coverages described in this Article XIII.

13.5 If Franchisee, for any reason, fails to procure or maintain at least the insurance required by Section 13.1.3, as revised from time to time pursuant to the Manuals or otherwise in writing, Franchisor shall have the immediate right and authority, but not the obligation, to procure such insurance on Franchisee's behalf and charge its costs to Franchisee. Franchisee shall reimburse Franchisor for all out-of-pocket costs incurred by Franchisor in obtaining such insurance on behalf of Franchisee immediately upon Franchisee's receipt of an invoice therefor.

ARTICLE XIV. DEFAULT AND TERMINATION

14.1 Franchisee shall be in default and this Agreement and all rights granted to Franchisee hereunder shall terminate immediately upon written notice from Franchisor if any of the following occur:

14.1.1 If Franchisee becomes insolvent or makes a general assignment for the benefit of creditors; or if a petition in bankruptcy is filed by Franchisee or filed against Franchisee and not opposed by Franchisee;

14.1.2 If Franchisee (or if Franchisee is a corporation, partnership or limited liability company, any officer, director, manager, shareholder/member or partner of Franchisee) is convicted of a felony, a fraud, a crime involving moral turpitude, or any other crime or offense that Franchisor reasonably believes will injure the System, Proprietary Marks or the goodwill associated therewith, or if Franchisor reasonably believes that Franchisee has committed such a felony, crime, or offense;

14.1.3 If Franchisee (or if Franchisee is a corporation, partnership or limited liability company, any principal of Franchisee) fails to comply with the in-term covenants in Article XVII;

14.1.4 If contrary to the terms of Article VI or VII, Franchisee discloses, divulges or uses for any purpose not authorized herein the contents of the Manuals, any proprietary product recipes or any other Confidential Information;

14.1.5 If Franchisee knowingly (i) maintains false books or records or knowingly submits any false reports (including Section 11.2 reports) to Franchisor, (ii) if there is at least a two percent (2%) variance in reporting discovered as per Section 11.5, or (iii) if Franchisee makes any material misrepresentation or omission related to this Agreement or its application for the franchise;

14.1.6 Franchisee abandons or fails actively to operate the Unit for three (3) consecutive days or on any federally recognized United States holiday (except those holidays on which all Smoothie King® Units will be closed to the public, as set forth in the Manuals), unless the Unit has been closed for a purpose Franchisor has approved in writing prior to closing, including but not limited to, an event of Force Majeure or a governmental exercise of the power of eminent domain;

14.1.7 If Franchisee is involved in any act or conduct which materially impairs or otherwise is or may become prejudicial to the goodwill associated with the name "SMOOTHIE KING®" or any of the Proprietary Marks or the System, including Franchisee's misuse or unauthorized use of the Proprietary Marks on its Social Media pages or other Internet site or any other misuse or unauthorized use of the Proprietary Marks;

14.1.8 If Franchisee (or if Franchisee is a corporation, partnership or limited liability company, any principal of Franchisee) violates any immigration laws or regulations or otherwise loses his/her right under any government immigration classification to reside in the United States, or to own, operate or have any interest in the Franchised Business;

14.1.9 If Franchisee fails to obtain Franchisor's prior consent or approval as required under this Agreement or commits any other breach the nature of which makes it not curable;

14.1.10 If Franchisee "repeatedly" is in default under Sections 14.2, 14.3 or 14.4 for failure to comply with any of the requirements imposed under this Agreement, whether or not cured after notice. The term "repeatedly" is defined as three (3) or more times during any three (3) year period; or

14.1.11 If Franchisee fails to open the Franchised Business for business by the end of the twenty-fourth (24^{th}) month from the Effective Date of this Agreement.

14.2 Franchisee shall be in default, and Franchisor may at its option terminate this Agreement, effective twenty-four (24) hours after receipt of written Notice of Termination from Franchisor, if any of the following occur, and Franchisee does not cure such default within the twenty-four (24) hour period (or such longer period as Franchisor designates or applicable law may require):

14.2.1 If Franchisee refuses to permit Franchisor or its agents entry to inspect the Franchised Business;

14.2.2 If Franchisee violates any law, regulation, order or System standard or specification relating to health, sanitation or safety; or

14.2.3 If Franchisee fails to maintain current insurance coverages as required by Section 13.1.3.

14.3 Franchisee shall be in default, and Franchisor may at its option terminate this Agreement, effective ten (10) days after receipt of written Notice of Termination from Franchisor, if any of the following occur, and Franchisee does not cure such default within the ten (10) day period:

14.3.1 If Franchisee fails, refuses, or neglects promptly to pay when due any operating or advertising fees, or any other amounts owing to Franchisor, its subsidiaries, affiliates, or divisions, or any undisputed amounts to vendors, including taxing authorities or landlords; or

14.3.2 If Franchisee fails to observe or maintain any of the mandatory standards, recipes, ingredients, or procedures prescribed by Franchisor in this Agreement, the Manuals, or otherwise.

14.4 Except as provided in Sections 14.1, 14.2, 14.3 and 14.5, Franchisee shall be in default, and Franchisor may at its option terminate this Agreement, effective thirty (30) days after receipt of written Notice of Termination from Franchisor, if any of the following occur, and Franchisee does not cure such default within the thirty (30) day cure period:

14.4.1 If Franchisee fails to submit when due any reports, financial information, or other information or documents required by Franchisor under this Agreement;

14.4.2 If Franchisee fails to obtain execution of the agreements and covenants required under Sections 6.1 and 17.3;

14.4.3 If Franchisee or its designee fails to attend and complete, to Franchisor's satisfaction, the initial franchise management training program, regional training programs, or any other training programs required by Franchisor, as provided in Sections 9.2 and 9.3; or

14.4.4 If Franchisee fails to open the Franchised Business for business within twelve (12) months from the Effective Date of this Agreement, except as provided for under Section 3.4 above; or

14.4.7 If Franchisee violates any other material provision or obligation of this Agreement.

14.5 Franchisee shall be in default, and Franchisor may at its option terminate this Agreement, effective sixty (60) days after receipt of written Notice of Termination from Franchisor, if Franchisee fails to comply with Section 1.4 by failing to timely submit to Franchisor a fully executed and binding lease or acquisition of property for the Location and Franchisee does not cure such default within the sixty (60) day cure period (or such longer cure period as applicable law may require).

14.6 If any party fails to perform any obligation under this Agreement due to a Force Majeure event beyond its foreseeable control and without the negligence of such party, such failure will not be deemed a breach of this Agreement, provided such party uses reasonable best efforts to perform such obligations as soon as possible under the circumstances and the failure to perform the obligations do not continue for more than sixty (60) days. A Force Majeure event shall include causes such as strikes, wars, riots, civil disturbance, acts of God, or other national or regional emergency that materially and adversely impacts the ability of a party to perform. Financial inability of Franchisee will not constitute a Force Majeure event.

14.7 In addition to Franchisor's rights to terminate this Agreement, as described in this Article XIV, Franchisee must pay Franchisor a "Non-Compliance Fee" if Franchisee fails to comply on a timely basis with certain obligations under this Agreement or the Manuals as consideration for the expenses Franchisor incurs in addressing Franchisee's failure to comply with the terms of this Agreement, including third party expenses. All Non-Compliance Fees shall be imposed according to the schedule stated in the Manuals.

14.8 If Franchisee is in default of this Agreement for failure to pay any amounts owing to Franchisor, its subsidiaries, affiliates, or divisions, or if Franchisee has received two (2) or more notices of default under this Agreement in a eighteen (18) month period, then Franchisee's default under this Agreement is also

considered a default under any other franchise or other related agreement that Franchisee or any of Franchisee's affiliates may have entered into with Franchisor or its affiliates ("Related Agreements") and Franchisor or its affiliates have the right to immediately terminate the Related Agreement(s). Notwithstanding the foregoing, if Franchisee received two (2) or more notices of default under this Agreement in an eighteen (18) month period and such defaults were solely related to the failure to operate the Unit in compliance with the Manuals, then such defaults will not be considered a default under the Related Agreements if Franchisee has an "engagement score" of over ninety percent (90%), as described in the Manuals.

If Franchisee or any of Franchisee's affiliates are in default of any other Related Agreements for failing to pay any amounts owing to Franchisor, its subsidiaries, affiliates, or divisions or if Franchisee or any of Franchisee's affiliates have received more than one notice of default under any of the Related Agreements within an eighteen (18) months period, then such defaults are considered a default under this Agreement and Franchisor has the right to immediately terminate this Agreement. Notwithstanding the foregoing, if Franchisee or any of Franchisee's affiliates received two (2) or more notices of default under a Related Agreement in an eighteen (18) month period and such defaults were solely related to the failure to operate a SMOOTHIE KING® business in compliance with the Manuals, then such defaults will not be considered a default under this Agreement if Franchisee has an "engagement score" of over ninety percent (90%), as described in the Manuals.

14.9 If the provisions of this Article XIV are inconsistent with applicable law, the applicable law controls.

ARTICLE XV. TRANSFER OF INTEREST

15.1 Franchisee understands and acknowledges that the rights and duties of Franchisee set forth in this Agreement are personal to Franchisee and the Franchisor has granted this franchise in reliance on the business skill, financial capacity, and personal character of Franchisee and Franchisee's Principals. Accordingly, Franchisee agrees that (i) it may not seek to undertake or complete a transfer in any manner under this Article XV at a time when the Unit is not open for business, and (ii) Franchisor's express prior written consent shall be a necessary condition precedent to the sale, assignment, transfer, conveyance, gift, pledge, mortgage, encumbrance or hypothecation of any of the following:

15.1.1 Any direct or indirect interest in Franchisee, this Agreement or the franchise and license granted hereunder;

15.1.2 All or substantially all of the assets of the Franchised Business; or

15.1.3 Operational control of Franchisee.

15.2 If Franchisee is an individual or partnership, Franchisee shall be entitled to transfer the franchise and Franchisee's interest in this Agreement to a corporation, limited liability company or limited partnership formed for convenience of ownership. Franchisor will charge (i) no transfer fee for the first such transfer and (ii) Five Hundred Dollars ($500) for any such transfer subsequent to the first; however, Franchisor's consent to any such transfer shall be subject to the following conditions: (i) Franchisee shall be the owner of at least a majority of the total voting power of the corporation or limited liability company or shall be a general partner of the limited partnership owning at least a majority of the total voting power of the general partners of the limited partnership; and (ii) Franchisee shall comply with the terms and conditions set forth in Article V.

15.3 If Franchisee (or the managing Principal) dies or is permanently disabled, Franchisee's executor, administrator, or other personal representative must appoint a certified manager, reasonably acceptable to Franchisor, to operate the Franchised Business until such time as Franchisee's executor, administrator, or other personal representative can transfer his/her interest within a reasonable time, not to exceed six (6)

months from the date of death or permanent disability, to a person approved by Franchisor. Such transfers, including transfers by devise or inheritance, will be subject to applicable conditions contained in Sections 15.5 or 15.6, although Franchisee will not be required to pay any transfer fee described in Section 15.7.

15.4 Any person ("Seller") who receives and desires to accept a bona fide offer (as determined by Franchisor in its reasonable discretion) from a third party to purchase fifty percent (50%) or more of Seller's interest in (a) Franchisee's voting securities or voting interests, if Franchisee is a corporation, partnership or limited liability company, or (b) this Agreement or, (c) the assets of the Franchised Business, shall notify Franchisor in writing of each such offer. Franchisor shall have the right and option, exercisable within thirty (30) days after receipt of such written notice and Franchisor's receipt of all additional information described below, to send written notice to Seller that Franchisor intends to purchase Seller's interest on the same terms and conditions offered by the third party. To enable Franchisor to determine whether to exercise its option, Franchisee and Seller shall provide such information and documentation, including financial statements, as Franchisor may require. If the consideration, terms, or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same, Franchisor may purchase the interest proposed to be sold for the equivalent in cash. If the parties cannot agree within a reasonable time on the cash consideration, Franchisor and Franchisee may appoint an independent appraiser, whose determination shall be binding. If Franchisee and Franchisor cannot agree on an appraiser, each party shall designate an appraiser and both appraisers will agree on and designate a third independent appraiser to make the determination of fair market value, whose determination shall be binding. The appraiser may recognize goodwill or other intangibles associated with the Franchised Business except any goodwill or value attributed to the Proprietary Marks. If Franchisor does not exercise its option as provided hereunder, Seller may sell the interest, subject to Franchisor's consent as otherwise required under this Article XV. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of an initial offer. This Section 15.4 shall apply to any transfer if such transfer, alone or together with other previous, simultaneous or proposed transfers would have the effect of transferring financial or management control of Franchisee.

15.5 Franchisor will not unreasonably withhold its consent to a transfer of any interest in Franchisee, this Agreement, or in the assets of the Franchised Business; provided, however, that Franchisor may, in its sole discretion, require any or all of the following as conditions of its approval:

15.5.1 All of Franchisee's accrued monetary obligations and all other outstanding obligations to Franchisor, its subsidiaries, affiliates and divisions shall be satisfied;

15.5.2 Franchisee shall have complied with all terms and provisions of this Agreement, any amendment or successor hereto, the Manuals, and all other agreements between Franchisee and Franchisor, its subsidiaries or affiliates, and, at the time of transfer, shall not be in default thereof;

15.5.3 Franchisee, the transferor(s) and their guarantor(s) shall execute a release, in a form satisfactory to Franchisor, of any and all claims against Franchisor and its past and present subsidiaries and affiliates, and their respective officers, directors, shareholders, employees, and agents; and

15.5.4 Each Franchisee and the proposed transferee shall have complied with the obligations stated in Sections 6.1. and 17.3 herein, and will, upon Franchisor's request, make available signed copies of each required document.

15.6 If a transfer, alone or together with other previous, simultaneous, or proposed transfers, would have the effect of transferring financial, operational, or management control of Franchisee or the Franchised Business, Franchisor may require, in its sole discretion and in addition to the conditions provided in Section 15.5, any or all of the following as conditions of its approval:

15.6.1 The transferee (or, if the transferee is a corporation, partnership or limited liability company, the principals of the transferee) demonstrates to Franchisor's satisfaction that they meet Franchisor's then-current standards for new franchisees under the System; possess good moral character, business reputation, and credit rating; have the aptitude and ability to conduct the Franchised Business; do not have any interests in a competitive business; and have adequate financial resources and capital, in Franchisor's sole opinion, to operate the Franchised Business;

15.6.2 The transferee: (i) enters into a written agreement, in form satisfactory to Franchisor, assuming and agreeing to discharge all of Franchisee's obligations and covenants under this Agreement for the remainder of its term or, at Franchisor's option, signs Franchisor's then-current standard form of franchise agreement (which may contain materially different terms and conditions than this Agreement, including operating and marketing fees, although no Initial Franchise Fee will be required); and (ii) causes each of its owners who would be deemed "Principals" to sign a Guaranty Agreement;

15.6.3 If requested by Franchisor, the transferee shall renovate and modernize the Unit premises as Franchisor may require, at its sole option, to reflect the then-current standards and image of the System;

15.6.4 The transferee shall complete, and/or cause its employees to complete, to Franchisor's satisfaction, such initial and refresher training as Franchisor may require; and

15.6.5 Franchisee and the transferor(s) shall remain liable for all obligations to Franchisor, its subsidiaries and affiliates related to the Franchised Business prior to the transfer effective date and shall execute any instruments reasonably required by Franchisor to evidence such liability.

15.7 In addition to the conditions set forth in Sections 15.5 and 15.6 above, as a condition to receiving Franchisor's consent to a proposed transfer subject to Sections 15.5 and 15.6, on the closing date of the transfer, Franchisee or the transferee shall pay to Franchisor a nonrefundable transfer fee to compensate Franchisor in connection with each proposed transfer, as follows:

15.7.1 for the transfer of a controlling interest to (i) a person whose full-time occupation during the two (2) years immediately preceding the proposed transfer has been as the manager of the Franchised Business, or (ii) a current Smoothie King franchisee in good standing who has complied with all material requirements under its agreements with Franchisor, its subsidiaries and affiliates up to and including the time of the proposed transfer: a fee of Seven Thousand Five Hundred Dollars ($7,500), regardless of whether the transfer involves a relocation;

15.7.2 for any other transfer of a controlling interest to a person other than those specified in Sections 15.3 or 15.7.1, a fee of Twelve Thousand Five Hundred Dollars ($12,500), regardless of whether the transfer involves a relocation;

15.7.3 if this Agreement will expire within twenty-four (24) months of the effective date of transfer, the renewal fee will be equal to one half of the current renewal fee; and

15.7.4 comply with the grand opening marketing requirements as set forth in Section 12.6, except transferee shall spend Five Thousand Dollars ($5,000) on such grand opening marketing.

15.8 Any proposed offering to the public, by private offering or otherwise, of securities in Franchisee shall be subject to Franchisor's prior written authorization in its sole discretion. Franchisee shall furnish all materials required for any such offering by federal or state law and shall be submitted to Franchisor for review. Should Franchisor approve the offering, subject to any conditions stipulated thereby, no such offering shall imply (by use of the Proprietary Marks or otherwise) that Franchisor is participating in underwriting, issuing or offering securities of Franchisee or Franchisor, and Franchisee and the other

participants in the offering shall fully indemnify Franchisor in connection with the offering. For each proposed offering, Franchisee shall pay Franchisor a nonrefundable fee to be prescribed at the time to compensate Franchisor for its review and for the use of Franchisor's Proprietary Marks.

15.9 Neither Franchisor's consent to any proposed transfer nor Franchisor's failure to exercise its options to purchase any interest of a seller shall be deemed to constitute a waiver of any claims Franchisor may have against any transferor, any right to demand exact compliance with this Agreement by any transferor or transferee, any future rights or options of Franchisor, or any provision of this Agreement.

15.10 This Agreement shall inure to the benefit of Franchisor, its successors, and assigns, and Franchisor shall have the right to transfer and assign all or any part of its interest herein to any person or legal entity.

15.11 Except as specifically provided in this Article XV, any purported assignment or transfer, by operation of law or otherwise, not having the express prior written consent of Franchisor shall be null and void and shall constitute a material breach of this Agreement. Franchisor's prior written consent shall not be required for the transfer of an interest in a publicly held corporation. As used in this Agreement, the term "publicly held corporation" means a corporation registered under the Securities Exchange Act of 1934. Franchisee acknowledges and agrees that each condition required to be met by a proposed transferee hereunder is necessary to assure the transferee's full performance of its obligations as "Franchisee."

15.12 Notwithstanding anything to the contrary in this Agreement, if Franchisee is a corporation, partnership or limited liability company, any one or more Principals of Franchisee may sell, assign, transfer, or convey any direct or indirect interest in Franchisee, this Agreement or the rights granted hereunder; provided that such Principal or Principals retain, in the aggregate, in excess of fifty percent (50%) of the total voting power of Franchisee and functional control, subject to the following conditions:

15.12.1 Franchisee shall give Franchisor reasonable prior written notice of the proposed transfer along with such background information on the proposed transferee that Franchisor may request so that Franchisor may investigate the personal character of the proposed transferee; determine whether the proposed transferee has any interests in a competitive business; or determine whether there is any other factor which may indicate that the proposed transfer has the potential to adversely affect the System;

15.12.2 Franchisor will not unreasonably withhold its consent to such transfer and will provide Franchisee with written approval or disapproval of the transfer as soon as reasonably possible, provided however that the lack of a response shall not be construed as consent; and

15.12.3 Franchisee shall obtain execution of the agreements and covenants of the transferee required under Sections 6.1 and 17.3, or such other agreements as requested by Franchisor.

ARTICLE XVI. OBLIGATIONS UPON TERMINATION OR EXPIRATION

16.1 Upon the expiration of this Agreement, or its termination for any reason, all of Franchisee's rights hereunder shall terminate, and Franchisee shall cease all operation of the Franchised Business and all use of the Proprietary Marks and System. In particular, Franchisee shall:

16.1.1 Immediately cease to operate the Franchised Business and at no time thereafter represent itself, directly or indirectly, as a current franchisee of Franchisor. Franchisee must also immediately cease using and promptly return all materials relating to the Proprietary Software.

16.1.2 Immediately and permanently cease to use, in any manner whatsoever, any Confidential Information, including recipes, formulas, Smoothie King® proprietary products and other ingredients, guest and supplier lists, product specifications, methods, procedures, or techniques associated with the System, the name and mark "SMOOTHIE KING®" and all other Proprietary

Marks and Trade Dress and distinctive names, symbols, logos, insignia, slogans, graphics, and devices associated with the System, including all signs, advertising materials, displays, stationery, forms, and any other articles that display any of the Proprietary Marks. Franchisee shall also immediately discontinue any telephone listing under the Proprietary Marks and immediately assign to Franchisor any rights it has in any telephone number from which Franchisee has done business under the Proprietary Marks or discontinue the use of the number upon request of Franchisor.

16.1.3 Take such action as may be necessary to cancel any assumed name or equivalent registration that contains the name "SMOOTHIE KING®" or any of the other Proprietary Marks or any other name or mark used by Franchisor, and submit to Franchisor proof of compliance with this obligation within thirty (30) days after termination or expiration of this Agreement.

16.1.4 Franchisee will immediately return to Franchisor all Confidential Information and all intellectual property of Franchisor, including copies of the Manuals and any other proprietary or confidential materials that Franchisor has loaned to Franchisee.

16.1.5 Promptly pay all sums owing to Franchisor, its subsidiaries, affiliates, and divisions.

16.1.6 Comply with all requirements under this Agreement which expressly or by reasonable implication apply to Franchisee's conduct after termination or expiration of this Agreement.

16.2 At Franchisor's option upon termination or expiration of this Agreement, Franchisee shall assign to Franchisor or its designee any interest which Franchisee has in any lease or sublease for the Unit premises. If Franchisor does not take assignment of such lease or sublease, Franchisee shall make such alterations to the interior and exterior of the Unit premises as Franchisor may deem necessary to distinguish the Unit clearly from its former appearance and from other Units so as to prevent confusion therewith to the public, including but not limited to the removal of all Proprietary Marks and the Trade Dress. If Franchisee fails or refuses to comply with the requirements of this Article XVI, Franchisor and its agents shall have the right to enter upon the premises where the Franchised Business was conducted to make or cause to be made such changes as may be required, at Franchisee's expense, which Franchisee agrees to pay upon demand. Franchisee agrees that such entry and action by Franchisor or its agents shall not constitute trespass or any other offense, and Franchisee shall indemnify Franchisor and its agents against any claims by others relating to such entry or action.

16.3 Franchisor shall have the option ("Purchase Option"), exercisable within thirty (30) days after the termination or expiration of this Agreement, to purchase any or all leasehold interests, personal property, fixtures, equipment, supplies, and inventory, including Smoothie King® proprietary products, and all other items located at the Unit or used in connection with the operation of the Franchised Business (collectively, the "Assets"). Within fifteen (15) days after Franchisor's written exercise of its Purchase Option, Franchisee must provide to Franchisor a list of all Assets. The purchase price for the Assets ("Purchase Price") shall be the fair market value of the Assets determined as of the effective date of the purchase in a manner that accounts for reasonable depreciation and condition of the Assets. No goodwill, value associated with the Proprietary Marks, or "going concern" value shall be attributable to Franchisee in the determination of the Purchase Price. Franchisor may exclude from the Assets purchased in accordance with this Section any equipment, furnishings, fixtures, smallwares, signs, and inventory, including without limitation, any such Assets that are not approved as meeting the then-current standards for a Franchised Business or for which Franchisee cannot deliver a Bill of Sale in a form satisfactory to Franchisor. Franchisor shall have the right to set off against and reduce the Purchase Price by all amounts owed by Franchisee to Franchisor, and the amount of any encumbrances or liens against the Assets or any obligations assumed by Franchisor. If the parties cannot agree on the Purchase Price of the Assets within fifteen (15) days after Franchisor's receipt of Franchisee's list of the Assets, Franchisor and Franchisee shall designate an independent appraiser, whose determination shall be binding, and the costs of such appraisal shall be divided equally between Franchisor and Franchisee. If Franchisee and Franchisor cannot agree on an

appraiser, each party shall designate an appraiser and both appraisers will designate a third independent appraiser to make the determination of the Purchase Price, whose determination shall be binding. The costs of these appraisers shall be divided equally between Franchisor and Franchisee.

16.4 Within ten (10) days after the Purchase Price has been agreed to or determined by appraisers, Franchisor and Franchisee will agree upon the closing date of Franchisor's purchase of the Assets and assignment of the lease from Franchisee to Franchisor pursuant to Section 16.3 above (the "Closing"), which Closing shall be no later than thirty (30) days after the date the Purchase Price is agreed to or determined by the appraisers. The Purchase Price, less any set offs or reductions as described in Section 16.3, shall be paid in cash at the Closing. At Franchisor's election upon its exercise of its Purchase Option, prior to the Closing, Franchisee shall promptly enter into an interim management or similar agreement whereby Franchisor or its designee may operate the Franchised Business pursuant to any or all of the Franchisee's permits, licenses, or the lease for the Unit's premises and shall promptly take all actions necessary, including executing any forms or documents, in connection with the foregoing.

16.5 Termination or expiration of this Agreement shall not itself affect the rights of Franchisee to operate other Smoothie King® Units in accordance with the terms of another franchise agreement then in effect between Franchisor and Franchisee. Notwithstanding the foregoing, termination of this Agreement or any default hereunder may constitute a default under the terms of development agreements or other agreements, if any, between Franchisor and Franchisee. Termination or expiration of this Agreement shall not affect the right of Franchisor to conduct audits of the Franchised Business under Section 11.5.

ARTICLE XVII. COVENANTS AND REPRESENTATIONS

17.1 Franchisee recognizes that Franchisor has developed and owns the goodwill in the Proprietary Marks, the Trade Dress, and the System and has a right to be protected against potential for unfair competition from Franchisee and its Principals through use of Franchisor's training, assistance and Confidential Information. Franchisee and its Principals each acknowledges and agrees that access to and use of Confidential Information authorized by this Agreement are among the consideration given for the restrictive covenants set forth herein, and Franchisee and its Principals each further acknowledge and agree that these restrictive covenants are necessary to prevent Franchisor from suffering irreparable harm. The foregoing acknowledgements and agreements are a material inducement for Franchisor to provide Franchisee and its Principals access to and use of the Confidential Information.

17.2 Franchisee and its Principals covenant and agree that during the Term, and for a continuous uninterrupted period of two (2) years following its expiration, termination, or an approved transfer and with respect to a Principal, following the date the Principal ceases to be a Principal under this Agreement, Franchisee and each of its Principals, as applicable, will not, without Franchisor's prior written consent, either directly or indirectly, for itself or themselves, or through, on behalf of, or in conjunction with, any person or entity:

17.2.1 Divert or attempt to divert any actual or prospective business or customer of the Unit to any competitor, by direct or indirect inducement or otherwise.

17.2.2 Do or perform, directly or indirectly, any other act injurious to or prejudicial to the goodwill associated with the Proprietary Marks and the System.

17.2.3 Own, maintain, operate, be employed by, engage in, franchise, lease property to, advise, help, make loans to, or have any interest in, either directly or indirectly, any business that distributes, markets or sells, at wholesale or retail, any nutritional drinks, smoothies, juices or general nutrition products or any other related business that is competitive with or similar to a Smoothie King® Unit ("Competitive Business"). During the Term, this restriction applies to any Competitive Business located within the United States. Following expiration or

termination of this Agreement, or the date on which Franchisee ceases to conduct the business franchised under this Agreement, whichever is later, and with respect to a Principal, following the date the Principal ceases to be a Principal under this Agreement, this restriction will apply to any Competitive Business located: (i) within the Protected Territory; (ii) at or within five (5) miles of the Unit; or (iii) within five (5) miles of any Smoothie King® Unit then operating or under construction in the United States or outside the United States.

17.3 At Franchisor's request, Franchisee shall obtain and deliver executed covenants similar to those set forth in this Article XVII from any or all persons who have or may have an ownership interest in Franchisee or in the franchise or who receive or have access to training and other information under the System. Such covenants shall be in a form satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third party beneficiary of such covenants with the independent right to enforce them.

ARTICLE XVIII. TAXES, PERMITS, INDEBTEDNESS, COMPLIANCE WITH LAWS

18.1 Franchisee shall promptly pay when due all taxes levied or assessed, including withholding, unemployment and sales taxes, and all accounts and other indebtedness of every kind incurred by Franchisee in the conduct of the Franchised Business. Franchisee shall pay to Franchisor an amount equal to any sales tax, gross receipts tax, or similar tax (other than income tax, or similar tax) imposed on Franchisor with respect to any payments to Franchisor required under this Agreement, unless the tax is credited against income tax otherwise payable by Franchisor. If Franchisor must make the payment to the taxing jurisdiction for any Sales Tax that is Franchisee's responsibility under this Agreement, Franchisor will pass the amount onto Franchisee and Franchisee will promptly reimburse Franchisor.

18.2 In the event of any bona fide dispute as to Franchisee's liability for taxes assessed or other indebtedness, Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, in no event shall Franchisee permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by creditor, to occur against the premises of the Franchised Business or any improvements thereon.

18.3 Franchisee shall comply with all federal, state and local laws, rules, and regulations, and shall timely obtain all permits, certificates, or licenses necessary for the proper conduct of the Franchised Business, including licenses to operate, fictitious name registrations, sales tax permits, and fire clearances. Franchisee shall not conduct any business activity or advertising practice which could potentially injure Franchisor's business, the System or the goodwill associated with the Proprietary Marks.

18.4 Franchisee shall notify Franchisor in writing within five (5) days of the commencement of any action, suit, or proceeding, and the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, that may adversely affect the operation or financial condition of the Franchised Business.

ARTICLE XIX. INDEPENDENT CONTRACTOR

19.1 The parties hereto agree that this Agreement does not create a fiduciary relationship between them; that Franchisee shall be an independent contractor; and that nothing herein is intended to constitute either party as an agent, representative, subsidiary, joint venturer, partner, employee, or servant of the other.

19.2 During the term of this Agreement, Franchisee shall hold itself out to the public as an independent contractor operating the Franchised Business pursuant to a franchise from Franchisor. Franchisee agrees to take such action as may be necessary to do so, including exhibiting a notice of that fact in a conspicuous place on the Unit premises and on stationery and written or graphic materials, the content and form of which Franchisor reserves the right to specify.

19.3 Nothing in this Agreement authorizes Franchisee to make any agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or obligation in Franchisor's name; Franchisor is not responsible for Franchisee's employment decisions and Franchisor lacks authority to control Franchisee's employment decisions; and Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of any such action; nor shall Franchisor be liable by reason of any act or omission of Franchisee in its conduct of the Franchised Business or for any claim or judgment arising therefrom against Franchisee or Franchisor.

ARTICLE XX. INDEMNIFICATION

20.1 Franchisee shall indemnify and hold harmless Franchisor, its affiliates, successors and assigns and the respective directors, officers, employees, agents and representatives of each (collectively, the "Indemnitees"), from all losses and expenses, which shall include, without limitation, all losses, expenses, damages, costs, settlement amounts, judgments, and attorneys' fees, incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted) which: (i) arises out of or is based upon any actions, inactions, acts, errors or omissions, or breach of any contract or regulation (including, but not limited to all local, state and/or federal employment and labor laws and regulations and data privacy laws) by Franchisee or any of its agents, servants, employees, contractors, partners, affiliates or representatives; (ii) or is related to the operation of the Franchised Business.

20.2 Notwithstanding anything to the contrary in this Article XX, nothing in this Agreement shall obligate Franchisee to indemnify any of the Indemnitees for losses and expenses arising out of or based upon such Indemnitees' gross negligence or intentional misconduct.

20.3 If any action, suit, proceeding, claim, demand, inquiry or investigation as described in Section 20.1 be commenced or asserted (a "Claim"), in respect of which one or more Indemnitees demands indemnification from Franchisee, Franchisee will be given written notice thereof as soon as practicable and shall have the right, exercisable by written notice to the Indemnitee delivered within ten (10) days after Franchisee is notified of the Claim, to join in the defense, compromise, or settlement thereof through its own attorneys and at its own expense. If Franchisee exercises its right to join the defense, compromise, or settlement of a Claim as permitted above, decisions concerning strategy, procedure, defenses, cross-claims, counterclaims, compromise and settlement shall be made by mutual consent of the Indemnitee and Franchisee, provided that if such parties cannot agree between themselves on a decision that is material to the handling of the Claim, the Indemnitee shall have the option to:

(a) Take over complete control of the Claim and release Franchisee from its indemnity liability to the Indemnitee with respect to that particular Claim, or

(b) Turn over complete control of the Claim to Franchisee and demand indemnification from Franchisee under the indemnity provisions of this Article XX.

20.4 Regardless of whether the defense of any Claim is being undertaken by the parties jointly or by either of them alone as provided in Section 20.3, the parties each agree with the other to aid in the conduct of such defense to any reasonable extent, including furnishing each other with records or documents related to the Claim, permitting employees connected with the Claim to testify at depositions or in court, and complying with any other reasonable request made by the other party in the defense of the Claim.

ARTICLE XXI. APPROVALS AND WAIVERS

21.1 Whenever this Agreement requires the prior approval or consent of Franchisor, Franchisee shall make a timely written request to Franchisor, and such approval or consent shall be obtained in writing.

21.2 Franchisor makes no warranties or guarantees upon which Franchisee may rely and assumes no liability or obligation to Franchisee by providing any waiver, approval, consent, or suggestion to Franchisee in connection with any consent.

21.3 No failure of Franchisor to exercise any power reserved to it under this Agreement, or to insist upon compliance by Franchisee with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor's right to demand exact compliance with any of the terms of this Agreement. Waiver by Franchisor of any particular default shall not affect or impair Franchisor's rights with respect to a subsequent default of the same or a different nature; nor shall any delay, forbearance, or omission by Franchisor to exercise any power or right arising out of any breach or default by Franchisee of any of the terms, provisions, or covenants of this Agreement affect or impair Franchisor's rights; nor shall such constitute a waiver by Franchisor of any rights hereunder or rights to declare any subsequent breach or default.

ARTICLE XXII. NOTICES

22.1 All written notices and reports permitted or required to be delivered under this Agreement will be deemed delivered (i) when delivered by hand, (ii) one (1) business day after being placed with a recognized overnight delivery service, (iii) three (3) business days after being placed in the U.S. Mail by certified or registered mail, return receipt requested, or (iv) when sent electronically to the email address most recently provided to the sender by the recipient with the subject line "LEGAL NOTICE." All notices must be addressed to the party to be notified at the address stated below or at such other address as may have been designated in writing to the other party.

As of the Effective Date, the addresses for notices sent pursuant to the terms of this Franchise Agreement are:

To Franchisor:	To Franchisee:
Smoothie King Franchises, Inc.	_____
9797 Rombauer Road, Suite 150	_____
Coppell, TX 75019	_____
Attn: General Counsel	Attn: _____
Email: Legal@smoothieking.com	Email: _____

ARTICLE XXIII. ENTIRE AGREEMENT; MODIFICATIONS

23.1 This Agreement and the attachments hereto constitute the entire, full and complete Agreement between Franchisor and Franchisee and any other parties hereto concerning the subject matter of this Agreement and supersede all prior agreements. If Franchisee is relying upon or has been induced by a representation to execute this Agreement that is not embodied in this Agreement, Franchisee is hereby expressly advised and agrees not to execute this Agreement unless the representation is included herein. By executing this Agreement, Franchisee expressly acknowledges that no other representations have induced Franchisee and/or any other parties to execute this Agreement. No representations, inducements, promises, or agreements, oral or otherwise, not embodied herein or attached hereto were made by any party, and none shall be of any force or effect with reference to this Agreement or otherwise. Nothing in the Agreement is intended to disclaim the representations Franchisor made in the "Franchise Disclosure Document" that Franchisor furnished to Franchisee.

23.2 Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, variance, or cancellation of this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

ARTICLE XXIV. SEVERABILITY AND INTERPRETATION

24.1 Except as expressly provided to the contrary herein, each portion, section, part, term and/or provision of this Agreement shall be considered severable; and if, for any reason, a portion, section, part, term, and/or provision herein 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 shall not impair the operation of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereof; and said invalid portions, sections, parts, and/or provisions shall be deemed not to be a part of this Agreement.

24.2 Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Franchisee, Franchisor, Franchisor's officers, directors, and employees, and such of Franchisee's and Franchisor's respective successors and assigns as may be contemplated (and, as to Franchisee, permitted) by Article XV hereof, any rights or remedies under or by reason of this Agreement.

24.3 Franchisee expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

24.4 All captions in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

24.5 All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter, or plural, where applicable; and all acknowledgments, promises, covenants, agreements, and obligations herein made or undertaken by Franchisee shall be deemed to be jointly and severally undertaken by all those executing this Agreement. For purposes of this Agreement, the term "including" means including without limitation.

24.6 This Agreement shall be effective and binding on Franchisor only when executed on behalf of Franchisor by an officer duly authorized.

24.7 This Agreement (and the relationship of the parties which arises from this Agreement) grants Franchisor the right to make decisions, take actions and/or refrain from taking actions which are not inconsistent with Franchisee's explicit rights hereunder or under applicable law and that may affect favorably or adversely Franchisee's interest. Franchisee acknowledges and agrees that Franchisor may operate and change the System and Franchisor's business in any manner within its "reasonable business judgment," so long as not expressly and specifically prohibited by this Agreement or applicable law. Franchisor may make its decision or exercise its right and/or discretion on the basis of its judgment of what is in its best interests and in the best interests of the System, at the time Franchisor's decision is made, without regard to: (1) whether other reasonable or even arguably preferable alternative decisions or actions could have been made by Franchisor; (2) whether Franchisor's decision or the action it takes promotes its financial or other individual interest; (3) whether Franchisor's decision or the action it takes applies differently to Franchisee and other franchisees; or (4) whether Franchisor's decision or the exercise of its rights is adverse to Franchisee's individual interest or the individual interests of any other franchisee.

Franchisor will have no liability to Franchisee for any such decision or exercise of its rights. The parties hereto recognize that it is in the best interest of the System that Franchisor's exercise and discretion in making decisions concerning the System be given the same latitude that corporate boards of directors are given respecting decisions concerning the direction of their companies. Neither Franchisee nor any third party (including a trier of fact) will substitute its judgment for Franchisor's reasonable business judgment.

24.8 Franchisor advises Franchisee that Franchisor and/or Franchisor's affiliates periodically may make available to Franchisee goods, products and/or services for use in the Unit on the sale of which Franchisor and/or its affiliates may make a profit. Franchisor further advises Franchisee that Franchisor and its affiliates periodically may receive consideration from suppliers and manufacturers respecting sales of goods, products or services to Franchisee or in consideration for services provided or rights licensed to such persons. Franchisee agrees that Franchisor and its affiliates will be entitled to such profits and consideration.

ARTICLE XXV. ENFORCEMENT

25.1 Specific Performance/Injunctive Relief. Notwithstanding the other provisions of this Section 25, Franchisee recognizes that the failure of a single franchisee to comply with the terms of its Franchise Agreement could cause irreparable damage to Franchisor or to some or all other franchisees. Franchisor and Franchisee, therefore agree that, in the event of a breach or threatened breach of this Agreement by Franchisee or in the event of any conduct by Franchisee that is illegal or is dishonest or misleading to Franchisee's guests or prospective guests or may be prejudicial to the goodwill associated with the Proprietary Marks, Franchisor may seek an injunction restraining such breach or obtain a decree of specific performance, without showing or proving any actual damage, until such time as a final and binding determination is made by the court. The foregoing equitable remedy will be in addition to, and not in lieu of, all other remedies or rights which Franchisor might otherwise have by virtue of any breach of this Agreement by Franchisee.

25.2 Waiver of Punitive and Consequential Damages. **Franchisor and Franchisee (and their respective owners and guarantors, if applicable) agree to waive, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other and agree that in the event of a dispute between them, each will be limited to recovery of actual damages sustained by it.**

25.3 Attorneys' Fees. The non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees, and all interest on such costs and expenses, that the prevailing party incurs in any action brought to enforce any provision of this Agreement, to enjoin any violation of this Agreement or to intervene in any action brought by the other party hereto.

25.4 Jury Waiver. **Franchisor and Franchisee hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement and in connection with allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action or any legal action initiated for the recovery of damages for breach of this Agreement.**

25.5 Venue. Any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties will be brought in the Federal District Court for the Northern District of Texas or in state court in the judicial district in which Franchisor has its principal place of business. Both parties hereto irrevocably admit themselves to, and consent to, the jurisdiction of such courts. The provisions of this subsection will survive the termination of this Agreement. Franchisee is aware of the business purposes underlying this subsection and agrees to be bound in the manner stated.

25.6 Specific Representations and Warranties. Franchisee represents and warrants that neither Franchisee, any Principal, nor any officer, director, manager, member or employee of Franchisee or Principal is named or

will be named as "Specially Designated Nationals" or "Blocked Persons" as designated by the U.S. Department of Treasury. No governmental authority, official of an international organization, political party or official of any political party, or candidate for public office has any direct or indirect equity interest or any interest in Franchisee's revenues or profits. Neither Franchisee nor any Principal has or will act directly or indirectly on behalf of any governmental authority subject to sanction. Franchisee and all Principals have had a full and adequate opportunity to be advised by legal counsel regarding, and each represents and warrants that it/he/she complies with all legal requirements that prohibit unfair, fraudulent or corrupt business practices, including the United States Foreign Corrupt Practices Act and the International Money Laundering Abatement and Anti-Terrorist Financing Act. Franchisee shall, and shall ensure that any of its affiliates, shareholders, officers, directors, employees, and any other third-party representative shall comply with any applicable anti-corruption and/or anti-bribery regulations, in connection with its performance under this Agreement. Franchisee shall notify Franchisor immediately if it learns at any time of the actual or possible breach of this clause. Franchisee shall cooperate fully with Franchisor regarding any matter, dispute or controversy related to this Agreement.

25.7 Applicable Law. Subject to Franchisor's rights under federal trademark law, the parties agree that this Agreement takes effect upon its acceptance and execution by Franchisor and shall be interpreted and construed (exclusive of the conflicts of laws rules) under the laws of the State of Texas.

ARTICLE XXVI. ACKNOWLEDGMENTS

26.1 Franchisee acknowledges that it has conducted an independent investigation of the Smoothie King® System and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Franchisee as an independent businessperson. Franchisor expressly disclaims the making of, and Franchisee acknowledges that it has not received, any representation, warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

26.2 Except for fill in the blank provisions and negotiated changes Franchisee initiated, Franchisee acknowledges that it received a copy of the complete Franchise Agreement, the attachments thereto, and agreements relating thereto, if any, at least seven (7) calendar days prior to the date on which this Agreement was executed. Franchisee further acknowledges that it received the disclosure document required by the trade regulation rule of the Federal Trade Commission entitled "Franchise Disclosure Document" at least fourteen (14) days prior to the date on which this Agreement was executed.

26.3 Franchisee acknowledges that other franchisees of Franchisor have or will be granted franchises at different times and in different situations, and further acknowledges that the provisions of such franchises may vary substantially from those contained in this Agreement.

26.4 Franchisee acknowledges that it has read and understood this Agreement, the attachments hereto, and any agreements relating thereto, and that Franchisor has accorded Franchisee ample time and opportunity to consult with advisers of Franchisee's own choosing about the potential benefits and risks of entering into this Agreement.

[*Signatures appear on the following page.*]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date stated in the first paragraph.

WITNESSES:

FRANCHISEE:

_____ By: _____

Title: _____

_____

Date: _____

_____ By: _____

_____ Title: _____

Date: _____

FRANCHISOR:

Smoothie King Franchises, Inc.

_____ By: _____

_____ Title: _____

Unit No. _____

ATTACHMENT A TO
FRANCHISE AGREEMENT

PROTECTED TERRITORY

The address of the Franchised Business and description of the Protected Territory will be completed upon securing a lease for the location and prior to the store opening of the Franchised Business.

Initials: _____ _____

Unit No. _____

ATTACHMENT B TO
FRANCHISE AGREEMENT

COMMENCEMENT DATE AGREEMENT

This Commencement Date Agreement is dated _____ and is made between Smoothie King Franchises, Inc. ("Franchisor") and _____ ("Franchisee").

Franchisor and Franchisee entered into a Franchise Agreement dated _____(the "Franchise Agreement"). Pursuant to the terms of the Franchise Agreement, the parties agreed to sign this Commencement Date Agreement upon the opening the Smoothie King® Unit referenced in the Franchise Agreement ("SK____"). Accordingly, Franchisor and Franchisee agree as follows:

1. SK ____ opened for business on _____. The initial term of the Franchise Agreement expires on _____.

2. The street address for SK ____ is: _____(the "Location").

3. The Protected Territory associated with the Location is described on the attached Exhibit A.

Franchisor and Franchisee agree that the terms of this Commencement Date Agreement are incorporated into the Franchise Agreement. If any term in this Commencement Date Agreement conflicts with the terms of the Franchise Agreement, the terms of this Commencement Date Agreement will control.

Smoothie King Franchises, Inc.	[Franchisee]
By:_____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

ATTACHMENT C TO
FRANCHISE AGREEMENT

SMOOTHIE KING AUTOMATIC BANK DRAFT

I authorize Smoothie King Franchises, Inc. ("Smoothie King") to initiate withdrawals from my account at the financial institution named below for the payment of operating fees and advertising contributions, any other payments authorized by me as well as any other fees or payments due under the Franchise Agreement. If the sales and other reporting information required by Smoothie King are not submitted by the date due, I further authorize Smoothie King to withdraw from my account a reasonably prepared estimate for the payment of operating fees and advertising contributions for the most recent reporting period. Any difference created by estimates will be adjusted as soon as possible upon receipt of necessary paperwork, with additional amounts owed Smoothie King Franchises drafted promptly and amounts due from Smoothie King to be credited against future obligations. This authorization will remain valid until further notice from Smoothie King Franchises, Inc.

I understand that the Direct Payment program is the required method of payment and does not otherwise affect my rights or the rights of Smoothie King Franchises, Inc. or my financial institution with respect to each other.

Store Number(s): _____

Account Type: Checking

Account Title: _____
PRINT

Authorized Signor on account: _____
SIGNATURE

Joint Signor on account: _____
SIGNATURE

Financial Institution Name: _____

City / State: _____

ABA Routing Number: _____

Account Number: _____

Is this a new Strategic Partner? _____ **OR**

A current Strategic Partner with new account information? _____
Effective Date of Change: _____

ATTACHMENT D TO
FRANCHISE AGREEMENT

GUARANTY AGREEMENT

In consideration of Smoothie King Franchises, Inc.'s (the "Franchisor") execution of that certain Franchise Agreement of even date (the "Agreement") with _____ (the "Franchisee"), each of the undersigned (a "Guarantor") jointly and severally agree as follows:

A. Guarantors personally and unconditionally guarantee to Franchisor and its successors and assigns that: (i) Franchisee will timely pay Franchisor and its affiliates all monies Franchisee owes to Franchisor and its affiliated and related entities, including all monies payable by Franchisee under the Agreement; (ii) Franchisee will timely perform all other undertakings, agreements and covenants stated in the Agreement; and (iii) agree to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (collectively, "Franchise Agreement Obligations").

B. Each of the Guarantors waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertaking; (2) notice of demand for payment of any indebtedness; (3) protest and notice of default to any party respecting the indebtedness; (4) any right he/she may have to require that an action be brought against Franchisee or any other person as a condition of liability.

C. Each Guarantor consents and agrees that:

(1) Guarantor's liability under this undertaking will be direct and independent of the liability of, and will be joint and several with, Franchisee and the other Guarantors of Franchisee;

(2) Guarantor will make any payment or perform any Franchise Agreement Obligation upon demand if Franchisee fails to do so;

(3) Guarantor's liability hereunder will not be diminished or relieved by bankruptcy, insolvency or reorganization of Franchisee or any assignee or successor;

(4) Guarantor's liability will not be diminished, relieved or otherwise affected by any extension of time or credit which Franchisor may grant to Franchisee, including the acceptance of any partial payment or performance, or the compromise or release of any claims;

(5) Franchisor may proceed against Guarantor and Franchisee jointly and severally, or Franchisor may, at its option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against Franchisee or any other Guarantor; and

(6) Guarantors will indemnify, defend and hold harmless Franchisor and its affiliates, and their respective shareholders, directors, employees, and agents, against and from all losses, damages, costs, and expenses, which Franchisor or its affiliates may sustain, incur, or become liable for as a result of:

a. Franchisee's or Guarantor's failure to pay or perform any of the Franchise Agreement Obligations; or

b. any action by Franchisor to obtain performance by Franchisee of any act, matter, or thing required by the Agreement.

(7) Guarantor will pay all attorneys' fees and all costs and other expenses Franchisor incurs in enforcing this Guaranty against Guarantor or any negotiations relative to the obligations hereby guaranteed.

This Guaranty will terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of the Guarantors which arose from events which occurred on or before the effective date of such termination will remain in full force and effect until satisfied or discharged by the Franchisee or the Guarantors, and all covenants which by their terms continue in force after the expiration or termination of the Agreement will remain in force according to their terms. Upon the death of an individual Guarantor, the estate of such Guarantor will be bound by this Guaranty, but only for defaults and obligations hereunder existing at the time of death; and the obligations of any other Guarantors will continue in full force and effect.

The provisions of Articles XXIII through XXVI of the Agreement will apply as to any interpretation or enforcement of this Guaranty, and the provisions of Article XXII of the Agreement will apply to any notice to either party, except that notice to Guarantors will be provided at the following alternative address (if applicable): _____. If no address is provided, any notice to Guarantors will be sent to the address designated in Article XXII of the Agreement.

Each of the undersigned has signed this Guaranty as of the same day and year as the Agreement was executed.

WITNESSES:

_____ _____
Printed Name:
_____ Signed in his or her Individual Capacity
Equity Interest: _____%

_____ _____
Printed Name:
_____ Signed in his or her Individual Capacity
Equity Interest: _____%

ACCEPTED BY:
Smoothie King Franchises, Inc.

_____ By: _____
Title: _____
_____ Date: _____

ATTACHMENT E TO
FRANCHISE AGREEMENT

GIFT CARD PARTICIPATION AGREEMENT

See Attached

USA PARTICIPATION AGREEMENT

Participating Franchisee Information

Legal Name (herein referred to as the "Participating Franchisee"): _____

Trade Name(s): _____

Address: _____

City, State and Zip Code: _____

Phone: _____ **Fax:** _____

Contact Information

Lead Contact Name, Phone and Email: _____

Secondary Contact Name, Phone and Email: _____

Technical Contact Name, Phone and Email: _____

Financial Contact Name, Phone and Email: _____

Merchant Information

Merchant Name: SKFI Services LLC _____

Contact Name, Phone and Email: Stephanie Greider, (214) 935-8728, stephanie.greider@smoothieking.com _____

In this Agreement, "Givex" shall mean Givex USA Corporation and "Participating Franchisee" shall mean the above-mentioned Participating Franchisee, an authorized franchisee or affiliated company of the above-mentioned Merchant. Givex and Participating Franchisee shall be collectively referred to as the "Parties" or "parties". For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Givex and Participating Franchisee agree to be legally bound by the terms and conditions set forth in this Agreement.

1. MERCHANT PROGRAM

1.1 Merchant Program. Merchant has established a program for the sale and processing of gift cards at its participating locations (the "Merchant Program"). Pursuant to a written agreement between Merchant and Givex (the "Merchant Agreement"), Givex has agreed to perform the transaction processing and settlement services for the Merchant Program (the "Givex Services"). Participating Franchisee desires to participate in the Merchant Program at its designated locations.

1.2 Participation. Participating Franchisee agrees to be a Participating Franchisee in the Merchant Program, as provided in the Merchant Agreement and any statements of work or work orders entered into by Merchant and Givex from time to time (the "Statements of Work" or the "Work Orders"). Participating Franchisee agrees to use the Givex Services and to participate in the Merchant Program only for lawful purposes. Participating Franchisee further agrees to participate in the Merchant Program in compliance with all applicable laws and regulations in its jurisdiction. Participating Franchisee shall be bound by the terms and conditions of the Merchant Agreement applicable to Participating Franchisee, as well as the policies and procedures established by Merchant and Givex from time to time.

1.3 Pricing. Participating Franchisee and Givex agree to the pricing for the Givex Services as set forth in the attached Schedule A (Pricing). Pricing and payments shall be made in US dollars (US$). Participating Franchisee will be bound to purchase, and Givex will be bound to perform, the Givex Services subject to the terms and conditions of the Merchant Agreement.

1.3.1 Payment Terms. Monthly service charges for transactions will be invoiced on the 1st day of the following month. Givex shall debit payment from the Participating Franchisee's bank account by electronic funds transfer (EFT) on the 1st business day of every month using the bank account information provided by Participating Franchisee in Schedule B (Direct Debit and Credit Request Form) (the "Request Form"). All other billable charges incurred by the Participating Franchisee will be due upon order. Participating Franchisee is responsible for providing Givex with correct bank account information. Participating Franchisee must notify Givex of any changes to its bank account information no later than 14 days prior to the next scheduled EFT in order for such change(s) to be applied to the upcoming payments. Notices of bank account changes must be sent to by email to support.givex.com and addressed to the attention of "Accounting Department". Participating Franchisee will be charged an administration fee of US$20.00 for each instance of funds transfer errors resulting from incorrect banking information, insufficient funds, and other errors caused by Participating Franchisee. Givex will not be liable for any funds incorrectly transferred as a result of the bank account information provided by Participating Franchisee. All fees and charges in Schedule A are exclusive of shipping costs and applicable sales, use, or equivalent taxes imposed by any governmental authority having jurisdiction. Givex will apply all applicable sales, use, or equivalent taxes imposed by any governmental authority having jurisdiction on all fees and charges. Shipping costs, if applicable, will be invoiced to Participating Franchisee at cost on a monthly basis. All fees and charges are nonrefundable.

1.3.2 Interest. All overdue fees or charges payable by Participating Franchisee, with the exception of disputed fees or charges, shall incur interest at the rate of two percent (2%) per annum or the highest rate permitted by law, whichever is less.

1.4 Debit and Credit Authorization. Participating Franchisee agrees to maintain a bank account at a chartered bank or financial institution in the United States of America (the "Participating Franchisee Account") and to enable the settlement of gift card transactions in connection with the Merchant Program. Participating Franchisee agrees to execute the Request Form attached as Schedule B hereto and to return same to Givex. If Participating Franchisee does not execute and return a copy of the Request Form to Givex, Givex shall have no further obligations to Participating Franchisee hereunder, notwithstanding the parties' separate obligations to Merchant. Participating Franchisee agrees and acknowledges that Givex is authorized to debit, credit or otherwise transfer funds from the Participating Franchisee Account to settle all transactions, orders, and service charges in connection with the Merchant Program. Participating Franchisee will be solely responsible to Givex to pay all fees, service charges, and taxes associated with the Givex Services, in addition to complying with Participating Franchisee's obligations under this Agreement. Any breach of this Agreement by the Participating Franchisee will not be considered a breach by Merchant of the Merchant Agreement.

1.5 Bank Account and Settlement Charges: Givex shall be responsible for the collection and settlement of all funds resulting from the use, sale or redemption of gift cards at Participating Franchisee's locations in connection with the Merchant Program. Participating Franchisee shall be responsible for the payment of all processing costs incurred at its locations, including, but not limited to, credit card charges and bank service charges, except those that are incurred by Givex's bank account. Participating Franchisee is responsible for providing Givex with correct bank account information. Participating Franchisee must notify Givex of any changes to its bank account information no later than fourteen (14) days prior to the next EFT in order for such change(s) to be applied to the upcoming payments. Notices of bank account changes must be sent by email to support.givex.com and addressed to the attention of "Accounting Department". Participating Franchisee will be charged an administration fee of US$20.00 for each instance of funds transfer errors resulting from incorrect banking information, insufficient funds, and other errors caused by Participating Franchisee. Participating Franchisee acknowledges that Givex shall be permitted to debit and credit the Participating Franchisee Account in order to settle reversing entries related to billing obligations or funds settlements, provided, however, that Givex provides notice of all debits and credits to Participating Franchisee via the Givex Portal. If Participating Franchisee does not cure the error or default within fifteen (15) days after written notice thereof has been given by Givex, Givex shall have no further obligations to Participating Franchisee hereunder, notwithstanding the parties' separate obligations to the Merchant, until the banking error is resolved and Givex has successfully reprocessed the failed banking transaction.

1.6 Equipment and Communication Lines. Participating Franchisee understands that the delivery and operation of the Givex Services is dependent upon Participating Franchisee ensuring that its designated locations(s) will connect to the Givex Services through ADSL, frame relay or any other suitable connection as determined by Givex. Participating Franchisee shall install, operate and maintain, at its sole expense, all point-of-sale systems, terminals, computers, connections, hardware and software necessary for participating in the Merchant Program and using the Givex Services.

1.7 Givex acknowledges that Participating Franchisee may opt to use a point-of-sale (POS) system function called 'Store and Forward' (SAF) or 'Offline Mode' (OM) to establish a connection to the Givex host when a connection cannot be

established and Participating Franchisee nevertheless wants to accept a transaction, in which case Participating Franchisee's system will store the transaction information and subsequently send it to the Givex host. Participating Franchisee hereby acknowledges and agrees that if it opts to use the SAF or OM POS function: (i) though Participating Franchisee has accepted a transaction at a POS site the given transaction may nevertheless be subsequently declined by the Givex host; and (ii) Participating Franchisee shall be solely responsible and liable for any and all SAF or OM transaction issues, disputes, claims, losses and liabilities. Participating Franchisee hereby forever releases, waives, discharges and agrees to indemnify, defend and hold harmless Givex, its affiliates, subsidiaries, and their respective officers, directors and employees from and against any and all claims, losses, or damages resulting from or relating to Participating Franchisee's use of the SAF or OM POS function.

1.8 Exclusivity. During the Term of this Agreement, unless Merchant is transitioning to a new processor for the Merchant Program, Participating Franchisee agrees to use Givex exclusively for the processing of gift card transactions at Participating Franchisee's designated locations in connection with the Merchant Program.

1.9 Third Party Rights for Smoothie King Corporate (SKFI). In the event Merchant pays Givex for any outstanding fees, payments, service orders, or settlement amounts owed by Participating Franchisee under this Agreement (**"Outstanding Amounts Owed"**), Participating Franchisee shall pay the Outstanding Amounts Owed directly to Merchant, and Merchant shall have the right to collect the Outstanding Amounts Owed directly from Participating Franchisee. Participating Franchisee grants Merchant permission to draft the Outstanding Amounts Owed directly from Participating Franchisee's bank account under this Agreement, or Participating Franchisee's bank account under the Franchise Agreement with Smoothie King Franchises, Inc. In the event of a Participating Franchisee location closure or termination of the Participating Franchisee's Participation Agreement for a location, Merchant shall have the right to collect and shall be permitted to draft Participating Franchisee's bank account under this Agreement, or Participating Franchisee's bank account under the Franchise Agreement, for any Outstanding Amounts Owed, plus any outstanding gift card liability amounts owed under the decentralized model. For clarity and notwithstanding the foregoing concerning Participating Franchisee and Merchant, Participating Franchisee acknowledges and agrees that Merchant shall have no third party beneficiary rights or other rights (express or implied) with respect to Givex under this Agreement and Participating Franchisee will defend, indemnify, save and hold harmless Givex and each of its affiliates and subsidiaries, directors, and employees (**"Givex Indemnitees"**) from any and all losses, claims, demands, actions, damages and liabilities, joint or several, and the reasonable fees and expenses of their legal counsel that may be incurred (collectively, **"Claims"**), to which the Givex Indemnitees may become subject or otherwise involved in any capacity insofar as the Claims relate to, are caused by, arise out of or are based upon any acts or omissions of Participating Franchisee or Merchant or any of their respective employees with respect to this Section and any other related or relevant terms in this Agreement.

1.9.1: Transfers If a Participating Franchisee sells or otherwise transfers a location to another Participating Franchisee, Givex shall facilitate and complete the gift card liability transfer. In the event of a Participating Franchisee location closure or the termination of the Participating Franchisee's Participation Agreement for a location, Givex will facilitate the transfer of any outstanding gift card liability and any Outstanding Amounts Owed to one of the Participating Franchisee's other participating locations, where applicable. The location receiving the transfer will be at the election of the Participating Franchisee.

1.9.2: Discount/Commission Pass Through: Merchant may, at its own discretion, incur commission expense in order to sell gift cards. Merchant may determine a reduction in the net amount of the card redemption remittance to the Participating Franchisee's location.

1.9.3: Requirement to Maintain POS Connectivity. Participating Franchisee shall connect and continue to support the mechanism for the POS to communicate with Givex.

2. GIVEX SERVICES

2.1 Givex Services. Givex shall perform the Givex Services in a professional and workmanlike manner, consistent with generally accepted standards in the gift card industry.

2.2 Reports. Givex will force close all gift card transactions daily for the purpose of generating settlement reports for the Merchant Program. A settlement report showing all gift card transactions processed in a calendar day from

midnight to midnight will be made available to the Participating Franchisee on a reporting website maintained by Givex, unless otherwise agreed by Givex and Merchant in writing.

3. TERM AND TERMINATION

3.1 Term and Termination. This Agreement shall commence on the date hereof and shall continue during the currency of the Merchant Agreement for so long as Participating Franchisee remains an authorized franchisee of Merchant. Participating Franchisee's participation in the Merchant Program shall commence on a date to be mutually agreed upon by Merchant and Givex. Participating Franchisee and Givex shall have the rights of termination available to the parties, as applicable, under the Merchant Agreement, including that Givex may deactivate or terminate any portion or all of the Givex Services or terminate this Agreement if Participating Franchisee fails to pay any undisputed fees or charges when due, and such default is not cured within fifteen (15) days after receipt of written notice from Givex that payment has not been received.

4. GENERAL

4.1 Notice. Unless otherwise specified, all notices required to be given under this Agreement shall be made in writing, by registered mail or facsimile, and shall be addressed as follows:

(a) in the case of Givex, to Givex USA Corporation, 1960 Swanson Court, Suite A, Gurnee IL, USA 60031. Attention: President. Fax: (416) 350-9661.

(b) in the case of Participating Franchisee, to the address or fax number set forth in this Agreement, Attention: President.

4.2 Assignment. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties hereto.

4.3 Restriction on Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES RESULTING FROM PERFORMANCE OF THE GIVEX SERVICES OR ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

4.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to any conflict of law rules.

4.5 Entire Agreement. This Agreement, together with the applicable provisions of the Merchant Agreement, constitutes the entire agreement of the parties with the respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

4.6 Counterparts and Electronic Signatures. The Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of the Agreement may be executed and delivered by facsimile or other electronic means, and the receiving party may rely on the receipt of such document so executed and delivered as if the original had been received.

ACCEPTANCE

IN WITNESS WHEREOF, the Parties, hereby represented by their respective duly authorized legal representatives, have executed this Agreement this _____ day of _____, 20____.

PARTICIPATING FRANCHISEE	**GIVEX USA CORPORATION**
_____	_____
Name:	Name:
Title:	Title:

USA PARTICIPATION AGREEMENT

SCHEDULE A – PRICING

Contract Term	
Service Fees – Per Transaction Fee Pricing (Gift) –	
Monthly Billing per Transaction	$0.07 per Transaction or current rate per Merchant Agreement
Online Reporting	Included
* GIVEX SERVICE FEES INCLUDE ONLINE REPORTING, ONLINE PROGRAM ADMINISTRATION, 24/7/365 MERCHANT SUPPORT, AND SELF DIRECTED TRAINING. "BILLABLE TRANSACTIONS" INCLUDE ACTIVATIONS, BALANCE TRANSFERS TO, BALANCE TRANSFERS FROM, CANCELLATIONS, INCREMENTS, ADJUSTMENTS, REDEMPTIONS, DEDUCTIONS AND REGISTRATIONS. BALANCE INQUIRY TRANSACTIONS WILL BE BILLED AT THE STANDARD PER TRANSACTION RATE IF THEY EXCEED FIVE (5) TIMES THE TRANSACTION VOLUME OF THE MERCHANT. . * PARTICIPATING FRANCHISEE SHALL BE SOLELY RESPONSIBLE FOR ALL COMMUNICATION EXPENSES ASSOCIATED WITH CONNECTING TO THE GIVEX HOST, INCLUDING, BUT NOT LIMITED TO, EXPENSES ASSOCIATED WITH INSTALLING AND MAINTAINING FRAME RELAY CONNECTIONS, ANALOG PHONE LINES, TOLL-FREE PHONE LINES, LONG DISTANCE AND INTERNET SUBSCRIPTIONS. PARTICIPATING FRANCHISEES CONNECTING TO THE GIVEX HOST VIA DIRECT DIAL DATA CONNECTIONS SHALL BE CHARGED AN ADDITIONAL FEE OF $0.35 PER TRANSACTION. ALL GIFT CARD SERVICE AND TRANSACTION FEES WILL BE BILLED TO PARTICIPATING FRANCHISEE ON A MONTHLY BASIS.	
Training	
Self Directed Training	No charge
Telephone Training ("Train the Trainer Session") – Adobe Connect/Webex Refresher (Up to twelve seats)	$500 per session
Telephone Training - Per location	$100 per location
In-House Training	$750 per day, plus disbursements
Settlement Service	
NSF Administration Fees (Rejections)	$20 per incident
Web POS Transaction Website – OPTIONAL	
Use of Givex Generic Site	No charge

PRICING IS EXPRESSED IN U.S. DOLLARS. ALL PRICING IS EXCLUSIVE OF APPLICABLE SALES, USE, OR EQUIVALENT TAXES IMPOSED BY ANY GOVERNMENTAL AUTHORITY HAVING JURISDICTION. GIVEX WILL ADD ALL APPLICABLE SALES, USE, OR EQUIVALENT TAXES IMPOSED BY ANY GOVERNMENTAL AUTHORITY HAVING JURISDICTION ON ALL FEES OR OTHER CHARGES.

USA PARTICIPATION AGREEMENT

SCHEDULE B – DIRECT DEBIT AND CREDIT REQUEST FORM

Direct Debit/Direct Credit Request

Participating Franchisee Name:

Participating Franchisee agrees to provide Givex USA Corporation with its banking information in order to facilitate the settlement services and billing obligations set forth in the USA Participation Agreement. By signing this Authorization, Participating Franchisee authorizes and requests Givex USA Corporation, as the facilitator of the Participating Franchisee, to arrange funds to be debited from and credited to the bank account at the financial institution identified below. Participating Franchisee further authorizes Givex, at its facilitator, to arrange funds to be debited from the bank account for the Service Fees, if any, owing to Givex USA Corporation for the Givex Services.

Account Details

Financial Institution Name:

Financial Institution Address:

Participating Franchisee Account Name (to be debited):

Transit/Branch Number:

Participating Franchisee Account Number:

Acknowledgement

Your signature below acknowledges that you have read, understood and accepted the terms and conditions governing the debit and credit arrangements as set out in this form and the USA Participation Agreement, and confirms that the banking information set forth in this form has been checked and is correct. In the case of a joint financial institution account, this form must be signed by all owners of the financial institution account. In the case of companies, this form must be signed by at least one authorized signatory of the Participating Franchisee.

First Authorized Signatory:

Signature:

Title:

Full Name: **Date:**

Second Authorized Signatory:

Signature:

Title:

Full Name: **Date:**

ATTACHMENT F TO
FRANCHISE AGREEMENT

LEASE RIDER

See Attached

Unit No. _____

LEASE RIDER

This Lease Rider ("Agreement") is made and entered into as of the date set forth below by and among the following parties for a lease at the following street address:

LESSOR: **LESSEE**:

FRANCHISOR: Smoothie King Franchises, Inc.
("Smoothie King")
9797 Rombauer Road, Suite 150
Coppell, TX 75019

PREMISES STREET ADDRESS:

In consideration of the lease agreement entered into between Lessor and Lessee ("Lease") and the mutual covenants herein contained and other good and valuable consideration, including the acceptance by Smoothie King of the Premises as a location for a Smoothie King® Unit, the parties agree as follows:

1. Notices. Lessor agrees to furnish Smoothie King with copies of all notices to Lessee pertaining to any default by Lessee under the Lease at the same time and in the same manner as any such notice is sent to Lessee. Lessee agrees to furnish Smoothie King prompt written notice of all amendments, waivers, extensions, renewals or other modifications to the Lease. All notices hereunder shall be mailed or delivered to the addresses set forth above, unless changed from time to time by any party through written notice mailed or delivered to the other parties.

2. Assignment. In the event of termination or expiration of the Franchise Agreement or Lessee's default under the Lease, Lessee shall, at Smoothie King's option, assign to Smoothie King or its affiliate all interest of Lessee in the Lease including any rights to renew the Lease or to sublease the Premises; and Lessor hereby consents to such assignment, subject to the following conditions:

(a) Smoothie King shall notify Lessee and Lessor in writing (the "Election Notice") within fifteen (15) days after termination or expiration of the Franchise Agreement, or Smoothie King's receipt of any notice of default by Lessee under the Lease, if Smoothie King elects to accept assignment of the Lease. Upon receipt of an Election Notice by Lessee and Lessor, Smoothie King or its affiliate shall have the right as between Lessee and Smoothie King to the Premises. Upon receipt of an Election Notice by Lessee from Smoothie King, Lessee grants, assigns, transfers and sets over to Smoothie King or its affiliate all rights, title and interest in and to the Lease Agreement and the Premises leased thereunder and abandons any existing leasehold improvements. Smoothie King's failure to accept assignment of the Lease upon any default of Lessee under the Lease which has been subsequently cured by Lessee shall not be deemed a waiver of Smoothie King's future right to accept such assignment in the event of any future default of Lessee;

(b) If Smoothie King elects to accept assignment of the Lease, Smoothie King shall (i) cure any monetary defaults and take possession of the Premises as soon as reasonably possible, but no later than thirty (30) days after receipt of the Election Notice by Lessor, and (ii) promptly commence the cure of all non-monetary defaults and diligently pursue such cure until completion. Smoothie King shall thereafter

commence payment of rent and other customary and reasonable charges and comply with all other obligations under the Lease;

(c) Nothing herein shall affect Lessor's right to require Lessee to remain liable as a guarantor for the remaining term of the Lease, to recover from Lessee any and all amounts due under the Lease or to exercise any rights of Lessor against Lessee as provided under the Lease; provided, that Smoothie King's leasehold interest shall not be subject to any claims that may exist between Lessor and Lessee;

(d) Lessee agrees to take any and all actions necessary under the Lease to effectuate assignment of the Lease to Smoothie King. Lessor agrees to the assignment of the Lease from Lessee to Smoothie King upon Lessor's receipt of an Election Notice and agrees to take any and all present and/or future action reasonably necessary to assist Smoothie King, when and as requested, in effecting the assignment of the lease to Smoothie King; provided, however, that Lessor shall not be required to bear any expense thereof.

3. Assignment to Third Party. At any time after receipt of the Election Notice by Lessor, Smoothie King or its affiliates may request to assign its lease, pursuant to provisions of the Lease concerning lease assignment, or sublease of the Premises, to a third party franchisee of Smoothie King® for the purpose of continuing to operate the Smoothie King® business at the Premises. Lessor agrees not to unreasonably withhold its consent to any such assignment or sublease.

4. De-Identification. Lessee acknowledges that in the event the Lease or the Franchise Agreement expires or is terminated, Lessee is obligated under the Franchise Agreement to take certain steps to de-identify the location as a Smoothie King Unit operated by Lessee. Lessor agrees to cooperate with Smoothie King in allowing Smoothie King to de-identify the Premises, including allowing Smoothie King and its employees and agents to enter and remove signs, decor and materials bearing or displaying any marks, designs or logos of Smoothie King; provided, however, that Smoothie King shall immediately repair all damage caused by such de-identification and Lessor shall not be required to bear any expense thereof. Smoothie King shall indemnify, defend, and hold Lessor harmless from and against any and all loss, damage, claim, demand, liability, or expense (including reasonable attorneys' fees) resulting from claims by third parties and based on any acts or omissions of Smoothie King and its employees and agents arising out of Smoothie King's entry and de-identification of Premises. Lessee agrees that if Lessee fails to de-identify the Premises promptly upon termination or expiration as required under the Franchise Agreement, Smoothie King may cause all required de-identification to be completed at Lessee's expense.

5. Indemnification. Smoothie King shall indemnify, defend, and hold Lessor harmless from any claim, loss, liability, suit, or damage arising out of any attempt to assign the Lease based upon a termination of the Franchise Agreement.

6. General Provisions.

(a) This Agreement is directed to a specific Lease set forth herein but the Lessee, Lessor and Smoothie King agree that this Agreement is applicable to any extensions, renewals or other options of Lessee with respect to the Lease Agreement and the Premises, as well as being applicable to any subsequent lease agreements between Lessee and Lessor concerning the Smoothie King® Unit with respect to the Premises;

(b) Nothing contained in this Agreement shall affect any term or condition in the Franchise Agreement between Lessee and Smoothie King. Nothing herein shall be deemed to constitute a guaranty or endorsement by Smoothie King of the terms and conditions of the Lease between Lessor and Lessee. If

Smoothie King, in its sole discretion, determines not to accept assignment of the Lease as permitted hereunder, neither Lessor nor Lessee shall have any claims against Smoothie King. No terms or conditions contained in the Lease shall be binding on Smoothie King or its affiliates unless and until it elects to accept assignment of the Lease hereunder;

(c) This Agreement shall be binding upon the parties hereto and their successors, assigns, heirs, executors, and administrators. The prevailing party in any action shall be entitled to recover its legal fees together with court costs and expenses of litigation.

(d) In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Lease, the terms of this Agreement shall prevail.

[*Signatures appear on the following page.*]

The parties hereto have executed this Agreement as of the dates set forth below.

LESSOR:

By: _____
Printed Name: _____
Date: _____

LESSEE:

By: _____
Printed Name: _____
Date: _____

FRANCHISOR:
Smoothie King Franchises, Inc.

By: _____

Date: _____

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EXHIBIT E

FRANCHISE AGREEMENT ADDENDUM – NON-TRADITIONAL LOCATION

Unit No. _____

SMOOTHIE KING
FRANCHISE AGREEMENT ADDENDUM

FOR NON-TRADITIONAL LOCATION

This Franchise Agreement Addendum ("Addendum") is entered into as of the ____ day of _____, 20_____ between, Smoothie King Franchises, Inc., a Texas corporation, whose principal place of business is 9797 Rombauer Road, Coppell, TX 75019 (hereinafter "Franchisor") and _____ (hereinafter individually and collectively referred to as "Franchisee").

RECITALS

WHEREAS, contemporaneously with the execution of this Addendum, Franchisor and Franchisee are entering into a Smoothie King® Franchise Agreement (hereinafter "Franchise Agreement") by which Franchisor is granting Franchisee a franchise to operate a Smoothie King® franchised business (hereinafter "Unit" or Franchised Business) under the Smoothie King® system and proprietary marks.

WHEREAS, Franchisee desires to establish and operate a Franchised Business at a non-traditional ("Non-Traditional") location as determined and approved by Franchisor, and Franchisor is willing to grant Franchisee a franchise to operate a Franchised Business on the terms and conditions in the Franchise Agreement and this Addendum.

In consideration of the promises and mutual covenants set forth herein and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Modification of Article I (GRANT OF FRANCHISE) of the Franchise Agreement:

The heading of Article I and Sections 1.2, 1.3, and 1.5 of the Franchise Agreement are deleted in their entirety, and replaced in their entirety as follows:

"ARTICLE I. GRANT OF FRANCHISE"

1.2 Deleted in its entirety.

1.3 Franchisee shall operate the Franchised Business only at and from the following Non-Traditional location: _____ (hereinafter the "Location").

1.5 Deleted in its entirety.

Franchisee acknowledges and agrees that it is not granted any territorial protection for the Franchised Business, and Franchisor may establish Smoothie King® company owned Units and grant other licenses and franchises for Smoothie King® Units and the Proprietary Marks at any location. Any additional references in the Franchise Agreement to Protected Territory are deleted.

2. Modification of Article III (FEES AND PAYMENTS) of the Franchise Agreement:

Sections 3.1 and 3.2 of the Franchise Agreement are deleted in their entirety, and replaced in their entirety as follows:

3.1 Upon execution of this Agreement, Franchisee shall pay to Franchisor an initial franchise fee of Fifteen Thousand Dollars ($15,000.00).

3.2 Deleted in its entirety.

3. Modification of Attachment A (Protected Territory) of the Franchise Agreement:

Attachment A of the Franchise Agreement is deleted in its entirety.

4. This Addendum shall be considered incorporated in and a part of the Franchise Agreement. Except as otherwise explicitly modified herein, each provision of the Franchise Agreement shall remain in full force and effect. This Addendum shall not constitute a waiver of any of Franchisor's rights or remedies under the Franchise Agreement or other agreements with Franchisor.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date(s) set forth below.

WITNESSES:

FRANCHISEE:

_____ By: _____

Title: _____

_____

Date: _____

_____ By: _____

_____ Title: _____

Date: _____

FRANCHISOR:

Smoothie King Franchises, Inc.

_____ By: _____

_____ Title: _____

EXHIBIT F

AREA DEVELOPMENT AGREEMENT

Dev. Area _____

SMOOTHIE KING FRANCHISES, INC.
AREA DEVELOPMENT AGREEMENT

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SMOOTHIE KING FRANCHISES, INC.
AREA DEVELOPMENT AGREEMENT

This Smoothie King Franchises, Inc. Area Development Agreement (this "Agreement") is entered into as of _____, 20_____ (the “Effective Date”), by and between Smoothie King Franchises, Inc., a Texas corporation having its principal place of business at 9797 Rombauer Road, Coppell, Texas 75019 ("Smoothie King" or "Franchisor"), and _____, a _____, with a mailing address of _____ ("Developer").

RECITALS

A. WHEREAS, Franchisor, has expended significant effort, money and time to develop and own the System, all of which may be periodically changed or modified, at Franchisor's sole option, for establishing and operating Smoothie King® units that offer designated products and utilize the System and Proprietary Marks;

B. WHEREAS, Franchisor developed and will continue to develop valuable goodwill in the Proprietary Marks and may periodically develop or acquire other trademarks and service marks for use under the System, all of which may be changed, replaced, or modified at Franchisor’s sole option;

C. WHEREAS, Developer desires to obtain rights to develop and operate multiple Smoothie King® units under the System and the terms of this Agreement.

NOW, THEREFORE, in consideration of Franchisor granting Developer the right to develop and operate multiple Units subject to and accordance with the terms hereof, the mutual obligations provided for in this Agreement and other good and valuable consideration, the receipt and sufficient of which are hereby acknowledges, Franchisor and Developer hereby agree as follows:

ARTICLE I. GRANT OF DEVELOPMENT RIGHTS

1.1 Franchisor hereby grants to Developer the right and option, subject to the terms and conditions of this Agreement, to establish and operate multiple Smoothie King franchised businesses (“Unit” or “Franchised Business”) to be located in the geographic area described in Attachment A to this Agreement (the "Development Area").

1.2 Except as otherwise provided in this Agreement and subject to the following, during the term of this Agreement, Franchisor will not establish or operate Smoothie King Units, nor grant a franchise to any person other than Developer to establish or operate Smoothie King Units, under the System and Proprietary Marks in the Development Area. Franchisor may establish, operate or grant a franchise or license to others to operate Smoothie King Units under the System and Proprietary Marks at any “Non-Traditional” location, as defined by Franchisor, within the Development Area at any time. Franchisor may also license or sell, at both wholesale and retail, product or service lines that are being sold in Smoothie King Units under the same or similar Proprietary Marks or any other proprietary marks, at any location or distribution point within and outside the Development Area, including through ghost kitchens and cloud kitchens, at any time. The “Proprietary Marks” are those trade names, service marks, trademarks, logos, and commercials symbols, including the name and mark “SMOOTHIE KING” and such other names, marks, logos, and symbols as Franchisor periodically designates for use with the System now and in the future. “System” means the system for the establishment and operation of businesses offering nutritional drinks and general nutrition products.

1.3 Each Unit established by Developer shall be subject to a separate Smoothie King franchise agreement executed by Franchisor and Developer. The form of franchise agreement for each Unit shall be the standard form of franchise agreement then being offered by Franchisor in the jurisdiction where the Unit is proposed to be located.

1.4 This Agreement is not a franchise or license agreement and does not grant Developer any rights to use the Proprietary Marks or grant subfranchises to others. Developer's rights to use the Proprietary Marks are limited and governed by the terms of separate franchise or license agreements between Franchisor and Developer.

ARTICLE II. DEVELOPMENT FEE AND INITIAL FRANCHISE FEES

2.1 Developer shall pay to Franchisor upon execution of this Agreement a total development fee of __ _____ ($_____), which fee is non-refundable and fully earned by Franchisor upon the execution of this Agreement for administrative and other expenses incurred by Franchisor and for development opportunities lost or deferred as a result of the rights granted to Developer herein. The development fee shall be proportionally applied to reduce the initial franchise fee required under the Franchise Agreement executed for each Unit after the first agreement ("Additional Unit") authorized pursuant to this Agreement. For example, an executed Agreement authorizing the purchase of franchises for five (5) Units would require a total development fee of Fifty Thousand Dollars ($50,000), which sum equals a development fee of Twelve Thousand Five Hundred Dollars ($12,500) each for the four franchises after the first one purchased; therefore, the initial franchise fee (as set forth in Section 2.3 below) for each Additional Unit would be reduced by the Twelve Thousand Five Hundred Dollar ($12,500) development fee (i.e., in this example, the initial franchise fee for the second and any subsequent franchises would be Twelve Thousand Five Hundred Dollars ($12,500)).

2.2 Upon execution of this Agreement, Developer shall execute and forward to Franchisor a Smoothie King franchise agreement (and ancillary agreements and related documents), together with the initial franchise fee for the first Unit to be developed by Developer.

2.3 Notwithstanding the terms of any franchise agreement executed by Developer under this Agreement, the initial franchise fee for each such franchise agreement shall be as set forth below. All other fees shall be payable as provided in each franchise agreement. The initial franchise fee payable by Developer upon execution of each franchise agreement shall be as follows:

2.3.1 For the first franchise, the initial franchise fee is Thirty Thousand Dollars ($30,000);

2.3.2 For the second and any subsequent franchises, the initial franchise fee is Twenty-Five Thousand Dollars ($25,000), as such fee shall be reduced by the development fee amount for each franchise in accordance with Section 2.1.

ARTICLE III. DEVELOPMENT AREA; OPTIONS

3.1 During the term of this Agreement, Developer shall have the right and option, subject to the terms and conditions set forth herein, to purchase franchises for _____ (___) Units to be located in the Development Area. Each option shall be exercisable as follows:

3.1.1 Prior to and as a condition of exercising each option, Developer has been and is in compliance with all material terms and conditions of each of its franchise agreements and all other agreements with Franchisor, its subsidiaries or affiliates, and has been and is operating its franchises in compliance with the Franchisor's operations manuals;

3.1.2 Developer shall notify Franchisor in writing of its desire to purchase an additional franchise, whereupon Franchisor shall provide Developer the then-current standard form of franchise agreement, together with any disclosure or other documents required by law; and

3.1.3 Pursuant to Section 4.2.2, Developer shall execute the then-current standard form of franchise agreement as described in Section 1.3 and such other ancillary agreements and all other required ancillary agreements and documents and forward them to Franchisor, together with the initial franchise fee as provided under Article II.

ARTICLE IV. TERM AND DEVELOPMENT SCHEDULE

4.1 The term of this Agreement shall commence on the Effective Date and shall expire on the date the last Unit is scheduled to open under the "Schedule" (as defined in Section 4.2 below), unless sooner terminated in accordance with the terms set forth herein.

4.2 During the term of this Agreement, Developer shall establish and operate Units in the Development Area in accordance with the Development Schedule attached hereto as Attachment B (the "Schedule"). In addition:

4.2.1 Contemporaneous with the execution of this Agreement, Developer shall execute a franchise agreement for the first Unit to be developed in the Development Area. Notwithstanding the terms of the first franchise agreement, Developer shall open the first Unit for business by the date set forth in the Schedule.

4.2.2 Thereafter, Developer shall exercise its options to purchase the remaining number of franchises as agreed upon in Section 3.1 to be located in the Development Area and execute the respective franchise agreements at least six (6) months before each particular Unit must be open and in operation under the Schedule or prior to signing a lease for the Unit, whichever occurs first. Notwithstanding the terms of the franchise agreements, Developer shall open each Unit for business by the date set forth in the Schedule.

ARTICLE V. OBLIGATIONS OF FRANCHISOR AND DEVELOPER

5.1 Obligations of Franchisor.

5.1.1 Franchisor agrees to make available to Developer, or assist Developer in obtaining the following:

(a) Such assistance as Franchisor determines is required in connection with the development of the Development Area, including assistance by Franchisor's personnel or its agents;

(b) Such other resources and assistance as may hereafter be developed and offered by Franchisor to Smoothie King franchisees or developers.

5.2 Obligations of Developer.

5.2.1 Except as Franchisor may otherwise expressly permit in writing, Developer (or, if Developer is a corporation or partnership, a "Principal" (as defined in Section 6.2 below)) and/or its designee shall devote full time, energy, and best efforts to the development and operation of Units in the Development Area. In particular, without limiting the foregoing:

(a) Franchisor may require that any Principal or employee of Developer who is actively involved in the development and operation of Units in the Development Area attend and satisfactorily complete such training programs as Franchisor may require;

(b) Developer shall cause its employees to attend and satisfactorily complete all mandatory training programs, including basic and advanced training, refresher courses, and business seminars, as Franchisor may require from time to time; and

(c) Developer shall be responsible for all costs and expenses incurred by its employees in connection with training programs. Franchisor reserves the right to charge reasonable fees for materials and/or participation in any training courses offered by or for Franchisor.

5.2.2 Developer shall be responsible for conducting local advertising and promotional activities for Units owned by Developer in accordance with the terms of the franchise agreements. In particular, without limiting the foregoing, Developer shall be responsible for preparing and submitting to Franchisor: (i) annual advertising plans with budgets, updated quarterly; (ii) periodic

detailed accounting of media expenditures and verification of placement; and (iii) periodic written evaluation of effectiveness of advertising activities.

5.2.3 Developer shall also submit to Franchisor upon request from time to time such other forms, reports, records, monthly financial statements, information, and data as Franchisor may reasonably require, in the form and at the times and places reasonably specified by Franchisor.

5.2.4 Within ninety (90) days after the end of each fiscal year of Developer during the term of this Agreement, Developer, at its expense, shall submit to Franchisor a profit-and-loss statement showing the results of Developer's operations during such fiscal year and a balance sheet as of the end of the fiscal year. Each financial statement must be compiled or reviewed by a certified public accountant ("CPA") together with such other data or information as Franchisor may require. Franchisor may require the use of a designated CPA to ensure consistency.

ARTICLE VI. DEVELOPER'S FORM OF ORGANIZATION

6.1 If Developer is or becomes a corporation, partnership, limited liability company, or other entity, Developer shall comply with the following requirements:

6.1.1 Developer shall confine its activities to the development and operation of the Development Area and performing all necessary functions thereto as part of the Smoothie King System. Developer will furnish to Franchisor upon reasonable request a list of all shareholders or members of record and all persons having a beneficial interest in any corporation or other entity that is or becomes a Smoothie King developer or franchisee.

6.1.2 Developer's articles of incorporation, bylaws, partnership agreement or articles of organization or operating agreement (or comparable governing documents) shall at all times provide that the issuance and transfer of voting stock or other ownership interest in Developer is restricted by the terms of this Agreement.

6.1.3 Developer shall furnish Franchisor promptly upon request copies of Developer's articles of incorporation, bylaws, partnership agreement, articles of organization, operating agreement and other governing documents, trust or other documents which relate to the operation of Developer's business, and any other documents Franchisor may reasonably request.

6.1.4 Developer shall maintain stop-transfer instructions against the transfer on its records of any equity securities except in accordance with the provisions of Article VIII hereof. All securities issued by Developer shall bear the following legend, which shall be printed legibly and conspicuously on each stock certificate or other evidence of ownership interest:

> The transfer of these securities is subject to the terms of an Area Development Agreement with Smoothie King Franchises, Inc. dated _____. Reference is made to said Agreement and to the restrictive provisions of the Articles and Bylaws of this Corporation.

6.2 Each "Principal" (as defined below) of a Developer which is a corporation, partnership or other entity, will sign the Guaranty Agreement in the form attached to this Agreement as Attachment C (the "Guaranty Agreement"), assuming and agreeing to discharge all of Developer's obligations under this Agreement. Any person or entity that at any time after the date of this Agreement becomes a Principal of Developer under the provisions of Article VIII below or otherwise will, as a condition of becoming a Principal, sign the Guaranty Agreement. Each Principal who has signed a Guaranty Agreement will continue to be bound by the Guaranty Agreement, regardless of that Principal's ownership interest in the new entity. The term "Principal" means any person or entity who directly or indirectly owns a ten percent (10%) or greater interest in Developer. If any corporation or other entity other than a partnership is a Principal, a "Principal" also will mean a shareholder or owner of a ten percent (10%) or greater interest in such corporation or other entity. If a partnership is a Principal, a "Principal" also will mean each general partner of such partnership and, if such general partner is an entity, each owner of a ten percent (10%) or

greater interest in such general partner. If Developer is one or more individuals, each individual will be deemed a Principal of Developer.

ARTICLE VII. CONFIDENTIAL INFORMATION

7.1 Developer and its Principals each acknowledges that Franchisor may provide Developer and its Principals with Confidential Information that derive value from not being generally known in the industry, that are reasonably necessary for the development and operation of Units, and that Developer has entered into this Agreement in order to use such Confidential Information to the economic benefit of Developer. Developer agrees that Confidential Information remains the sole property of Franchisor, as do any reproductions, notes, summaries or similar documents relating to the Confidential Information, and any files, memoranda, reports, and other documents relating to the System will become and remain the intellectual property of Franchisor immediately upon their creation. Developer and each of its Principals will not use, duplicate or disclose to others any Confidential Information except as expressly authorized by Franchisor in writing and will implement measures to maintain the confidentiality of such Confidential Information that is no less strict than the measures Developer uses with its own confidential information. To the extent that any Confidential Information is to be provided to Developer's advisors, representatives, agents or any employees, each of them must use such Confidential Information solely in connection with their respective roles with the Unit and execute a Non-Disclosure Agreement, in a form acceptable to Franchisor.

7.2 "Confidential Information" means any and all recipes, ingredients or proprietary products, formulas, guest and supplier lists, product specifications and other information, knowledge, methods, techniques, marketing and promotional techniques, know-how, and systems and knowledge of and experience in the operation and franchising of Smoothie King® Units, including Franchisor's operations manuals and any and all records and copies thereof in any form, that Franchisor communicates to Developer or that Developer otherwise acquires in operating its business under the System. Confidential Information does not include information, processes or techniques that are generally known to the public, other than through disclosure (whether deliberate or inadvertent) by Developer.

7.3 Developer must fully and promptly disclose to Franchisor, all ideas, concepts, methods, techniques, improvements, and additions relating to the development and/or operation of Smoothie King® Units or the System, or any new trade names, service marks or other commercial symbols, or associated logos relating to the operation of Units, any new recipes or formulas, or any advertising or promotion ideas related to Units (collectively the "Improvements") conceived or developed by Developer, its employees, and/or agents during the term of this Agreement. Each such Improvement will be deemed to be Franchisor's sole and exclusive property and works made-for-hire for Franchisor. To the extent any Improvement does not qualify as a work made-for-hire for Franchisor, Developer hereby assigns ownership of that Improvement and all related rights to Franchisor and agrees to sign (and to cause its Principals, employees and agents to sign) such assignment or other documents Franchisor requests to evidence its ownership or to help Franchisor obtain intellectual property rights in the Improvement. Franchisor is not obligated to pay Developer or any other person any royalties or other fees respecting any Improvements and Developer may not use any Improvement in operating the Franchised Business or otherwise without Franchisor's prior approval.

7.4 Developer understands and agrees that its will come into possession of certain of Franchisor's trade secrets concerning the manner in which Franchisor conducts business including, but not necessarily limited to: recipes and formulas; methods of doing business or business processes; strategic business plans; customer lists and information; marketing and promotional campaigns; and any materials clearly marked or labeled as trade secrets. Developer agrees that the forgoing information, which may or may not be considered "trade secrets" under prevailing judicial interpretations or statutes, is private, valuable, and constitutes trade secrets belonging to Franchisor. Developer agrees that Franchisor derives independent economic value from the foregoing information not being generally known to, and not being readily ascertainable through proper means by another person. Developer agrees to take reasonable measures, as may de described further in Franchisor's operations manuals, to keep such information secret. Upon expiration, termination or transfer of this Agreement, Developer will not use, sell, teach, train, or

disseminate in any manner to any other person, firm, corporation, or association any trade secret pertaining to Franchisor's business and/or the manner in which it is conducted.

7.5 Developer acknowledges that any failure to comply with the requirements of this Article VII will cause Franchisor irreparable injury, and Developer agrees to pay all court costs and reasonable legal and accounting fees incurred by Franchisor in obtaining specific performance of, or an injunction against violation of the requirements of this Article VII.

ARTICLE VIII. TRANSFER OF INTEREST

8.1 Developer understands and acknowledges that the rights and duties of Developer set forth in this Agreement are personal to Developer and that Franchisor has granted this development agreement in reliance on the business skill, financial capacity, and personal character of Developer and Developer's Principals. Accordingly, Developer agrees that, except as described in this Article VIII, Developer has no right to transfer of this Agreement, the rights granted under this Agreement, or any interest in Developer, in any manner including a transfer or assignment of the following:

8.1.1 any direct or indirect interest in Developer, this Agreement or all rights granted hereunder;

8.1.2 all or substantially all of the assets of Developer; and

8.1.3 operational control of Developer.

8.2 If Developer is an individual or partnership, Developer shall be entitled to transfer Developer's interest in this Agreement to a corporation, limited liability company or limited partnership formed for convenience of ownership. Franchisor will charge (i) no transfer fee for the first such transfer and (ii) Five Hundred Dollars ($500) for any such transfer subsequent to the first; however, Franchisor's consent to any such transfer shall be subject to the following conditions: (i) Developer, or one or more trusts of which Developer is trustee, shall be the owner of at least a majority of the total voting power of the corporation or limited liability company or shall be a general partner of the limited partnership owning at least a majority of the total voting power of the general partners of the limited partnership; and (ii) Developer shall comply with the terms and conditions set forth in Article VI.

8.3 If Developer (or the managing Principal) dies or is permanently disabled, Developer's executor, administrator, or other personal representative must transfer his/her interest within a reasonable time, not to exceed six (6) months from the date of death or permanent disability, to a person approved by Franchisor. Such transfers, including transfers by devise or inheritance, will be subject to applicable conditions contained in Sections 8.5, although Developer will not be required to pay any transfer fee.

8.4 Any person ("Seller") who receives and desires to accept a bona fide offer from a third party to purchase fifty percent (50%) or more of Seller's interest in (a) Developer's voting securities or voting interests, if Developer is a corporation, partnership or limited liability company, or (b) this Agreement or, (c) the franchise, shall notify Franchisor in writing of each such offer. Franchisor shall have the right and option, exercisable within thirty (30) days after receipt of such written notice, to send written notice to Seller that Franchisor intends to purchase Seller's interest on the same terms and conditions offered by the third party. To enable Franchisor to determine whether to exercise its option, Developer and Seller shall provide such information and documentation, including financial statements, as Franchisor may require. If the consideration, terms, or conditions offered by a third party are such that Franchisor may not reasonably be required to furnish the same, Franchisor may purchase the interest proposed to be sold for the reasonable equivalent in cash. If the parties cannot agree within a reasonable time on the cash consideration, Franchisor and Developer may appoint an independent appraiser, whose determination shall be binding. If Developer and Franchisor cannot agree on an appraiser, each party shall designate an appraiser and both appraisers will agree on and designate a third independent appraiser to make the determination of fair market value, whose determination shall be binding. If Franchisor does not exercise its option as provided hereunder, Seller may sell the interest, subject to Franchisor's consent as otherwise required under this Article VIII. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same rights of first refusal by Franchisor as in the case of an initial offer. This Section 8.4 shall apply to

any transfer if such transfer, alone or together with other previous, simultaneous or proposed transfers would have the effect of transferring financial or management control of Developer.

8.5 If under applicable law, Franchisor may not unreasonably withhold its consent to a transfer of this Agreement, the rights granted under this Agreement, or any interest in Developer, Franchisor may condition such consent on any or all of the following:

8.5.1 All of Developer's accrued monetary obligations and all other outstanding obligations to Franchisor, its subsidiaries, affiliates and divisions shall be satisfied;

8.5.2 Developer shall have substantially complied with all terms and provisions of this Agreement, any amendment hereof or successor, and all other agreements between Developer and Franchisor, its subsidiaries, or affiliates, and, at the time of transfer, shall not be in default thereof;

8.5.3 Developer, the transferor(s) and Franchisor shall execute a mutual release under seal, in a form satisfactory to Franchisor, of any and all claims against each other and their past and present subsidiaries, and affiliates, and their respective officers, directors, shareholders, employees, and agents; provided that this release shall not affect claims or obligations relating to confidentiality and covenants not to compete; and

8.5.4 The price paid to Developer by the transferee for the transfer of the Agreement shall not exceed 125% of the development fees charged to Developer by Franchisor.

8.5.5 The transferee (or, if the transferee is a corporation, partnership or limited liability company, the principals of the transferee) demonstrates to Franchisor's satisfaction that it meets Franchisor's then-current standards for new developers/franchisees under the System; possesses good moral character, business reputation, and credit rating; has the aptitude and ability to develop the Development Area; and has adequate financial resources and capital to develop the Development Area;

8.5.6 The transferee: (i) enters into a written agreement, in form satisfactory to Franchisor, assuming and agreeing to discharge all of Developer's obligations and covenants under this Agreement for the remainder of its term or, at Franchisor's option, signs Franchisor's then-current standard form of area development agreement (which may contain materially different terms and conditions than this Agreement, although no additional initial development fee will be required); and (ii) causes each of its owners who would be deemed "Principals" to sign a Guaranty Agreement; and

8.5.7 The transferee shall complete, and/or cause its employees to complete, to Franchisor's satisfaction, such initial and refresher training as Franchisor may require;

8.5.8 Developer or the transferee shall pay to Franchisor a nonrefundable transfer fee to compensate Franchisor for its reasonable costs and expenses in connection with each proposed transfer for each Unit to be developed under this Agreement pursuant to the Development Schedule and for which there is no Franchise Agreement executed (each an "Undeveloped Unit") as follows:

8.5.8.1 a fee not to exceed ten percent (10%) of the then-current initial franchise fee established by Franchisor for each Undeveloped Unit for new franchises for the transfer of a controlling interest to a current Smoothie King developer or franchisee in good standing who has satisfied all obligations and substantially complied with all material requirements under its agreements with Franchisor, its subsidiaries, and affiliates up to and including the time of the proposed transfer; and

8.5.7.2 a fee not to exceed twenty percent (20%) of the then-current initial franchise fee established by Franchisor for each Undeveloped Unit for new franchises.

8.6 Any proposed offering to the public, by private offering or otherwise, of securities in Developer shall be subject to Franchisor's prior written authorization in its sole discretion. Developer shall furnish all

materials required for any such offering by federal or state law and shall be submitted to Franchisor for review. Should Franchisor approve the offering, subject to any conditions stipulated thereby, no such offering shall imply (by use of the Proprietary Marks or otherwise) that Franchisor is participating in underwriting, issuing or offering securities of Developer or Franchisor, and Developer and the other participants in the offering shall fully indemnify Franchisor in connection with the offering. For each proposed offering, Developer shall pay Franchisor a nonrefundable fee to be prescribed at the time to compensate Franchisor for its review and for the use of Franchisor's Proprietary Marks.

8.7 Neither Franchisor's consent to any proposed transfer nor Franchisor's failure to exercise its option to purchase any interest of a seller shall be deemed to constitute a waiver of any claims Franchisor may have against any transferor, any right to demand exact compliance with this Agreement by any transferor or transferee, any future rights or options of Franchisor, or any provision of this Agreement.

8.8 This Agreement shall inure to the benefit of Franchisor, its successors, and assigns, and Franchisor shall have the right to transfer and assign all or any part of its interest herein to any person or legal entity.

8.9 Except as specifically provided in this Article VIII, any purported assignment or transfer, by operation of law or otherwise, not having the express prior written consent of Franchisor shall be null and void and shall constitute a material breach of this Agreement. Franchisor's prior written consent shall not be required for transfer of a non-controlling interest in a publicly held corporation. As used in this Agreement, the term "publicly held corporation" means a corporation registered under the Securities and Exchange Act of 1934. Developer acknowledges and agrees that each condition required to be met by a proposed transferee hereunder is necessary to assure the transferee's full performance of its obligations as "Developer."

ARTICLE IX. DEFAULT AND TERMINATION

9.1 This Agreement and all rights granted to Developer hereunder shall automatically terminate if Developer becomes insolvent or makes a general assignment for the benefit of creditors; or if a petition in bankruptcy is filed by Developer or filed against Developer and not opposed by Developer; or if Developer is adjudicated as bankrupt or insolvent; or if a bill in equity or other proceeding for the appointment of a receiver of Developer or other custodian for Developer's business or assets if filed and consented to by Developer; or if a receiver or other custodian (permanent or temporary) of Developer's assets or property, or any part thereof, is appointed by any court of competent jurisdiction; or if proceedings for a composition with creditors under any state or federal law are instituted by or against Developer; or if a final judgment remains unsatisfied or of record for thirty (30) days or longer (unless supersedeas bond is filed); or if Developer is dissolved; or if a suit to foreclose any lien or mortgage against the premises or equipment of Developer is instituted against Developer and not dismissed within thirty (30) days; or if execution is levied against Developer's business or property; or if the real or personal property of Developer is sold after levy thereupon by any sheriff, marshal, or constable.

9.2 Except as otherwise required or prohibited under applicable statute, Developer shall be deemed to be in default, and Franchisor at its option may terminate this Agreement and all rights granted Developer hereunder, effective immediately upon receipt of notice by Developer and without affording Developer any opportunity to cure the default, upon the occurrence of any of the following events:

9.2.1 If Developer (or if Developer is a corporation, partnership or limited liability company, any principal of Developer) is convicted of a felony, a fraud, a crime involving moral turpitude, or found liable in a civil claim for fraud, or any unfair or deceptive act or practice that Franchisor reasonably believes is reasonably likely to have an adverse effect on the System, the Proprietary Marks, the goodwill associated therewith, or Franchisor's interest therein, or if Franchisor reasonably believes that Developer has committed such a felony, crime or offense;

9.2.2 If Developer (or if Developer is a corporation, partnership or limited liability company, any principal of Developer) fails to comply with the in-term covenants in Article XI;

9.2.3 If, contrary to the terms of Article VII, Developer discloses or divulges any Confidential information provided to Developer by Franchisor;

9.2.4 If Developer knowingly maintains false books or records or knowingly submits any false reports to Franchisor, or if Developer made any material misrepresentation or omission related to this Agreement or its application for development rights or any franchise;

9.2.5 If Developer is involved in any act or conduct which materially impairs or otherwise is or may become prejudicial to the goodwill associated with the name "SMOOTHIE KING®" or any of the Proprietary Marks or the System;

9.2.6 If Developer fails to obtain Franchisor's prior approval or consent as required under this Agreement or commits any other breach the nature of which makes it not curable; or

9.2.5 If Developer repeatedly is in default under Section 9.4, for failure to comply with any of the requirements imposed under this Agreement, whether or not cured after notice. The term "repeatedly" is defined as receiving written notice of default three (3) or more times during the term of this Agreement.

9.3 Except as otherwise prohibited or required under applicable statute, if Developer fails to comply with the Schedule, Developer shall have sixty (60) days after receipt from Franchisor of a written Notice of Default within which to cure such default. Developer may cure such default if it opens the Unit within the cure period. If such default is not cured within that time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Developer immediately upon receipt of a written Notice of Termination from Franchisor.

9.4 Except as provided in Sections 9.1, 9.2 and 9.3 hereof, and except as otherwise prohibited or required under applicable statute, Developer shall have thirty (30) days after receipt from Franchisor of a written Notice of Default within which to remedy any default hereunder and provide evidence thereof to Franchisor. If any such default is not cured within that time, or such longer period as applicable law may require, this Agreement shall terminate without further notice to Developer immediately upon receipt of a written Notice of Termination from Franchisor. Such defaults include, without limitation, the occurrence of any of the following events:

9.4.1 If Developer fails to submit when due any reports, financial information, or other information or documents required by Franchisor under this Agreement;

9.4.2 If Developer fails to observe or maintain any of the mandatory standards or procedures prescribed by Franchisor in this Agreement, in Franchisor's operations manuals, or otherwise in writing;

9.4.3 If Developer directly or indirectly commences or conducts any business operation or markets any product or service under any name or proprietary mark which, in Franchisor's sole opinion, is confusingly similar to the Proprietary Marks;

9.4.4 If Developer is in default under the terms of any franchise agreement or other development agreement between Franchisor and Developer; or

9.4.5 If Developer fails to obtain execution of the agreements and covenants required under Sections 7.1 and 11.3.

9.5 If Developer is in default of this Agreement for failure to pay any amounts owing to Franchisor, its subsidiaries, affiliates, or divisions, or if Developer has received two (2) or more notices of default under this Agreement in a eighteen (18) month period, then Developer's default under this Agreement is also considered a default under any other franchise or other related agreement that Developer or any of Developer's affiliates may have entered into with Franchisor or its affiliates ("Related Agreements") and Franchisor or its affiliates have the right to immediately terminate the Related Agreement(s). Notwithstanding the foregoing, if Developer received two (2) or more notices of default under this Agreement in an eighteen (18) month period

and such defaults were solely related to the failure to operate Developer's business in compliance with the Manuals, then such defaults will not be considered a default under the Related Agreements if Developer has an "engagement score" of over ninety percent (90%), as described in the Manuals.

If Developer or any of Developer's affiliates are in default of any other Related Agreements for failing to pay any amounts owing to Franchisor, its subsidiaries, affiliates, or divisions or if Developer or any of Developer's affiliates have received more than one notice of default under any of the Related Agreements within an eighteen (18) months period, then such defaults are considered a default under this Agreement and Franchisor has the right to immediately terminate this Agreement. Notwithstanding the foregoing, if Developer or any of Developer's affiliates received two (2) or more notices of default under a Related Agreement in an eighteen (18) month period and such defaults were solely related to the failure to operate a SMOOTHIE KING® business in compliance with the Manuals, then such defaults will not be considered a default under this Agreement if Developer has an "engagement score" of over ninety percent (90%), as described in the Manuals.

ARTICLE X. OBLIGATIONS UPON TERMINATION OR EXPIRATION

10.1 Except as set forth herein, upon the expiration of this Agreement, or its termination for any reason, all of Developer's rights hereunder shall terminate. In particular, and without limiting the foregoing, Developer shall:

10.1.1 Immediately deliver to Franchisor or its designee all materials provided by Franchisor relating to development of the Development Area or otherwise containing Confidential Information, including plans, specifications, designs, records, data, samples, models, programs, training tapes, handbooks and drawings, all of which are acknowledged to be Franchisor's property, and retain no copy or record of any of the foregoing except Developer's copy of this Agreement and such documents as Developer reasonably needs to comply with applicable laws;

10.1.2 Promptly pay all sums owing to Franchisor, its subsidiaries, affiliates, and divisions; and

10.1.3 Comply with all requirements under this Agreement which expressly or by reasonable implication apply to Developer's conduct after termination or expiration.

10.2 Termination or expiration of this Agreement shall not affect the rights of Developer to operate Smoothie King Units in accordance with the terms of any other franchise agreements then in effect between Franchisor and Developer.

ARTICLE XI. COVENANTS NOT TO COMPETE

11.1 Developer recognizes that Franchisor has developed and owns the goodwill in the Proprietary Marks and the System, and has a right to be protected against potential for unfair competition from Developer and its Principals through use of Franchisor's training, assistance and Confidential Information. Developer and its Principals each acknowledges and agrees that access to and use of Confidential Information authorized by this Agreement are among the consideration for the restrictive covenants set forth herein, and Developer and its Principals each further acknowledge and agree that these restrictive covenants are necessary to prevent Franchisor from suffering irreparable harm. The foregoing acknowledgements and agreements are a material inducement for Franchisor and its Principals to access and use the Confidential Information.

11.2 Developer and its Principals covenant and agree that during the Term, and for a continuous uninterrupted period of two (2) years following its expiration, termination, or an approved transfer and with respect to a Principal, following the date the Principal ceases to be a Principal under this Agreement, Developer and each of its Principals, as applicable, will not, without Franchisor's prior written consent, either directly or indirectly, for itself or themselves, or through, on behalf of, or in conjunction with, any Person or Entity:

11.2.1 Divert or attempt to divert any actual or prospective business or customer of any Unit to any competitor, by direct or indirect inducement or otherwise.

11.2.2 Do or perform, directly or indirectly, any other act injurious to or prejudicial to the goodwill associated with the Proprietary Marks and the System.

11.2.3 Own, maintain, operate, be employed by, engage in, franchise, lease property to, advise, help, make loans to, or have any interest in, either directly or indirectly, any business that distributes, markets or sells, at wholesale or retail, any nutritional drinks, smoothies, juices or general nutrition products or any other related business that is competitive with or similar to a Smoothie King® Unit ("Competitive Business"). During the Term, this restriction applies to any Competitive Business located within the United States. Following expiration or termination of this Agreement, or the date on which Developer ceases to conduct the business licensed under this Agreement, whichever is later, and with respect to a Principal, following the date the Principal ceases to be a Principal under this Agreement, this restriction will apply to any Competitive Business located: (i) within the Development Area; (ii) at or within five (5) miles of the Development Area; or (iii) within five (5) miles of any Smoothie King® Unit then operating or under construction in the United States or outside the United States.

11.3 At Franchisor's request, Developer shall obtain and deliver executed covenants similar to those set forth in this Article XI from any or all persons who have or may have an ownership interest in Developer or in this Agreement or who receive or have access to training and other information under the System. Such covenants shall be in a form satisfactory to Franchisor, including, without limitation, specific identification of Franchisor as a third party beneficiary of such covenants with the independent right to enforce them.

ARTICLE XII. TAXES, PERMITS, INDEBTEDNESS

12.1 Developer shall promptly pay when due all taxes levied or assessed, including without limitation, unemployment and sales taxes, and all accounts and other indebtedness of every kind incurred by Developer in the development of the Development Area.

12.2 In the event of any bona fide dispute as to Developer's liability for taxes assessed or other indebtedness, Developer may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, in no event shall Developer permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by a creditor, to occur against the property of Developer or any improvements thereon.

12.3 Developer shall comply with all federal, state, and local laws, rules, and regulations, and shall timely obtain all permits, certificates, or licenses necessary for the proper conduct of its business, including licenses to operate, fictitious name registrations, sales tax permits and fire clearances.

12.4 Developer shall notify Franchisor in writing within five (5) days of the commencement of any action, suit, or proceeding, and of the issuance of any order, writ, injunction, award, or decree of any court, agency, or other governmental instrumentality, which may adversely affect the operation or financial condition of Developer.

12.5 Developer must comply with all laws and regulations relating to privacy and data protection and must comply with any privacy policies or data protection and breach response policies, or any other policies related to data privacy or data use, that Franchisor periodically may establish. Developer must notify Franchisor immediately of any suspected data breach at or in connection with any of the Franchised Businesses or Developer's business operated under this Agreement and must fully cooperate with Franchisor in resolving.

ARTICLE XIII. INDEPENDENT CONTRACTOR

13.1 The parties hereto agree that this Agreement does not create a fiduciary relationship between them; that Developer shall be an independent contractor; and that nothing therein is intended to constitute either party as an agent, representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose whatsoever.

13.2 During the term of this Agreement, Developer shall hold itself out to the public as an independent contractor operating pursuant to an area development agreement from Franchisor. Developer agrees to take such action as may be necessary to do so.

13.3 Nothing in this Agreement authorizes Developer to make any agreement, warranty, or representation on Franchisor's behalf, or to incur any debt or obligation in Franchisor's name; and Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of any such action; nor shall Franchisor be liable by reason of any act or omission of Developer in the conduct of its business or for any claim or judgment arising therefrom against Developer or Franchisor.

ARTICLE XIV. INDEMNIFICATION

14.1 Developer shall indemnify and hold harmless Franchisor, its affiliates, successors and assigns and respective directors, officers, employees, agents and representatives of each (collectively, the "Indemnitees"), from all losses and expenses, which shall include, without limitation, all losses, expenses, damages, costs, settlement amounts, judgments, and attorneys' fees, incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry (formal or informal), or any settlement thereof (whether or not a formal proceeding or action has been instituted) which (i) arises out of or is based upon any acts, errors or omissions, or breach of any contract or regulation by Developer or any of its agents, servants, employees, contractors, partners, affiliates or representatives; or (ii) is related to Developer's operation of its business hereunder or any Franchised Business.

14.2 Notwithstanding anything to the contrary in this Article XIV, nothing in this Agreement shall obligate Developer to indemnify any of the Indemnitees for losses and expenses arising out of or based upon such Indemnitees' gross negligence or intentional misconduct.

14.3 If any action, suit, proceeding, claim, demand, inquiry or investigation as described in Section 14.1 be commenced or asserted (a "Claim"), in respect of which one or more Indemnitees proposes to demand indemnification from Developer, Developer will be given notice thereof as soon as practicable and shall have the right, exercisable by written notice to the Indemnitee delivered within ten days after Developer is notified of the Claim, to join in the defense, compromise, or settlement thereof through its own attorneys and at its own expense. If Developer exercises its right to join the defense, compromise, or settlement of a Claim as permitted above, decisions concerning strategy, procedure, defenses, cross-claims, counterclaims, compromise and settlement shall be made by mutual consent of the Indemnitee and Developer, provided that if such parties cannot agree between themselves on a decision that is material to the handling of the Claim, the Indemnitee shall have the option to either:

(a) take over complete control of the Claim and release Developer from its indemnity liability to the Indemnitee with respect to that particular Claim, or

(b) turn over complete control of the Claim to Developer and demand indemnification from Developer under the indemnity provisions of this Article XIV.

14.4 Regardless of whether the defense of any Claim is being undertaken by the parties jointly or by either of them alone as provided in Section 14.3, the parties each agree with the other to aid in the conduct of such defense to any reasonable extent, including furnishing each other with records or documents related to the Claim, permitting employees connected with the Claim to testify at depositions or in court, and complying with any other reasonable request made by the other party in defense of the Claim.

ARTICLE XV. APPROVALS AND WAIVERS

15.1 Whenever this Agreement requires the prior approval or consent of Franchisor, Developer shall make a timely written request to Franchisor, and such approval or consent shall be obtained in writing.

15.2 Franchisor makes no warranties or guarantees upon which Developer may rely, and assumes no liability or obligation to Developer by providing any waiver, approval, consent, or suggestion to Developer in connection with any consent.

15.3 No failure of Franchisor to exercise any power reserved to it under this Agreement, or to insist upon compliance by Developer with any obligation or condition in this Agreement, and no custom or practice of the parties at variance with the terms hereof, shall constitute a waiver of Franchisor's rights to demand exact compliance with any of the terms of this Agreement. Waiver by Franchisor of any particular default shall not affect or impair Franchisor's rights with respect to a subsequent default of the same or a different nature; nor shall any delay, forbearance, or omission by Franchisor to exercise any power or right arising out of a breach or default by Developer of any of the terms, provisions, or covenants of this Agreement affect or impair Franchisor's rights; nor shall such constitute a waiver by Franchisor of any rights hereunder or rights to declare any subsequent breach or default.

ARTICLE XVI. NOTICES

16.1 All written notices and reports permitted or required to be delivered under this Agreement will be deemed delivered (i) when delivered by hand, (ii) one (1) business day after being placed with a recognized overnight delivery service, (iii) three (3) business days after being placed in the U.S. Mail by certified or registered mail, return receipt requested, or (iv) when sent electronically to the email address most recently provided to the sender by the recipient with the subject line "LEGAL NOTICE." All notices must be addressed to the party to be notified at the address stated below or at such other address as may have been designated in writing to the other party.

As of the Effective Date, the addresses for notices sent pursuant to the terms of this Agreement are:

Developer:	_____
Address for Notices:	_____
Attention:	_____
Email:	_____
Franchisor:	**Smoothie King Franchises, Inc., a Texas corporation**
Address for Notices:	9797 Rombauer Road, Suite 150 Coppell, Texas 75019
Attention:	Legal Department
Email:	Legal@smoothieking.com

ARTICLE XVII. ENTIRE AGREEMENT

17.1 This Agreement, the documents referred to herein and the attachments hereto constitute the entire, full, and complete Agreement between Franchisor and Developer and any other parties hereto concerning the subject matter of this Agreement, and supersede all prior agreements. Developer expressly acknowledges that no other representations have induced Developer and/or any other parties hereto to execute this Agreement. No representations, inducements, promises, or agreements, oral or otherwise, not embodied herein or attached hereto were made by any party, and none shall be of any force or effect with reference to this Agreement or otherwise. Notwithstanding the foregoing, nothing in this Agreement is intended to disclaim the representations Franchisor made in the "Franchise Disclosure Document" that Franchisor furnished to Developer.

17.2 Except for those permitted to be made unilaterally by Franchisor hereunder, no amendment, change, variance or cancellation of this Agreement shall be binding on either party unless mutually agreed to by the parties and executed by their authorized officers or agents in writing.

ARTICLE XVIII. SEVERABILITY AND CONSTRUCTION

18.1 Except as expressly provided to the contrary herein, each portion, section, part, term and/or provision of this Agreement shall be considered severable; and if, for any reason, a portion, section, part, term, and/or provision herein 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 shall not impair the operation

of, or have any other effect upon, such other portions, sections, parts, terms, and/or provisions of this Agreement as may remain otherwise intelligible; and the latter shall continue to be given full force and effect and bind the parties hereof; and said invalid portions, sections, parts, and/or provisions shall be deemed not to be a part of this Agreement.

18.2 Except as expressly provided to the contrary herein, nothing in this Agreement is intended, nor shall be deemed, to confer upon any person or legal entity other than Developer, Franchisor, Franchisor's officers, directors, and employees, and such of Developer's and Franchisor's respective successors and assigns as may be contemplated (and, as to Developer, permitted) by Article VIII, any rights or remedies under or by reason of this Agreement.

18.3 Developer expressly agrees to be bound by any promise or covenant imposing the maximum duty permitted by law which is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof any portion or portions which a court may hold to be unreasonable and unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order.

18.4 All captions in the Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

18.5 All references herein to the masculine, neuter, or singular shall be construed to include the masculine, feminine, neuter, or plural, where applicable; and all acknowledgments, promises, covenants, agreements, and obligations herein made or undertaken by Developer shall be deemed jointly and severally undertaken by all those executing this Agreement. For purposes of this Agreement, the term "including" means including without limitation.

18.6 This Agreement shall be effective and binding on Franchisor only when executed on behalf of Franchisor by an officer expressly authorized by resolution of Franchisor's Board of Directors.

18.7 This Agreement (and the relationship of the parties which arises from this Agreement) grants Franchisor the right to make decisions, take actions and/or refrain from taking actions which are not inconsistent with Developer's explicit rights hereunder or under applicable law and that may affect favorably or adversely Developer's interest. Developer acknowledges and agrees that Franchisor may operate and change the System and Franchisor's business in any manner within its "reasonable business judgment," so long as not expressly and specifically prohibited by this Agreement or applicable law. Franchisor may make its decision or exercise its right and/or discretion on the basis of its judgment of what is in its best interests and in the best interests of the System, at the time Franchisor's decision is made, without regard to: (1) whether other reasonable or even arguably preferable alternative decisions or actions could have been made by Franchisor; (2) whether Franchisor's decision or the action it takes promotes its financial or other individual interest; (3) whether Franchisor's decision or the action it takes applies differently to Developer and other developers; or (4) whether Franchisor's decision or the exercise of its rights is adverse to Developer's individual interest or the individual interests of any other developers. Franchisor will have no liability to Developer for any such decision or exercise of its rights. The parties hereto recognize that it is in the best interest of the System that Franchisor's exercise and discretion in making decisions concerning the System be given the same latitude that corporate boards of directors are given respecting decisions concerning the direction of their companies. Neither Developer nor any third party (including a trier of fact) will substitute its judgment for Franchisor's reasonable business judgment.

ARTICLE XIX. APPLICABLE LAW AND ENFORCEMENT

19.1 Developer acknowledges that Franchisor may grant numerous development agreements and franchises throughout the United States on terms and conditions similar to those set forth in this Agreement, and that it is of mutual benefit to Developer and to Franchisor that these terms and conditions be uniformly interpreted. Therefore, the parties agree that this Agreement takes effect upon its acceptance and execution by Franchisor and, subject to Franchisor's rights under federal trademark law, shall be interpreted and construed (exclusive of the conflicts of laws rules) under Texas law.

19.2 The parties agree that any cause of action, claim, suit or demand allegedly arising from or related to the terms of this Agreement or the relationship of the parties will be brought in the Federal District Court for the Northern District of Texas or in state court in the judicial district in which Franchisor has its principal place of business. Both parties hereto irrevocably admit themselves to, and consent to, the jurisdiction of such courts. The provisions of this subsection will survive the termination of this Agreement. Developer is aware of the business purposes underlying the language of this subsection and agrees to be bound in the manner stated.

19.3 Waiver of Punitive and Consequential Damages. **Franchisor and Developer (and their respective owners and guarantors, if applicable) agree to waive, to the fullest extent permitted by law, the right to or claim for any punitive or exemplary damages against the other and agree that in the event of a dispute between them, each will be limited to the recovery of actual damages sustained by it.**

19.4 Jury Waiver. **Franchisor and Developer hereby waive any and all rights to a trial by jury in connection with the enforcement or interpretation by judicial process of any provision of this Agreement and in connection with allegations of state or federal statutory violations, fraud, misrepresentation or similar causes of action or any legal action initiated for the recovery of damages for breach of this Agreement.**

19.5 Nothing herein contained shall bar Franchisor's right to obtain injunctive relief in any court against threatened conduct that will cause it loss or damages, under the usual equity rules, including the applicable rules for obtaining restraining orders and preliminary injunctions.

19.6 The non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees, and all interest on such costs and expenses, that the prevailing party incurs in any action brought to enforce any provision of this Agreement, to enjoin any violation of this Agreement or to intervene in any action brought by the other party hereto.

19.7 Developer represents and warrants that neither Developer, any Principal, nor any officer, director, manager, member or employee of Developer or Principal is named or will be named as "Specially Designated Nationals" or "Blocked Persons" as designated by the U.S. Department of Treasury. No governmental authority, official of an international organization, political party or official of any political party, or candidate for public office has any direct or indirect equity interest or any interest in Developer's revenues or profits. Neither Developer nor any Principal has or will act directly or indirectly on behalf of any governmental authority subject to sanction. Developer and all Principals have had a full and adequate opportunity to be advised by legal counsel regarding, and each represents and warrants that it/he/she complies with all legal requirements that prohibit unfair, fraudulent or corrupt business practices, including the United States Foreign Corrupt Practices Act and the International Money Laundering Abatement and Anti-Terrorist Financing Act. Developer shall, and shall ensure that any of its affiliates, shareholders, officers, directors, employees, and any other third-party representative shall comply with any applicable anti-corruption and/or anti-bribery regulations, in connection with its performance under this Agreement. Developer shall notify Franchisor immediately if it learns at any time during the term of this Agreement of the actual or possible breach of this clause. Developer shall cooperate fully with Franchisor in regard to any matter, dispute or controversy related to this Agreement.

ARTICLE XX. ACKNOWLEDGMENTS

20.1 Developer acknowledges that it has conducted an independent investigation of the Smoothie King System and recognizes that the business venture contemplated by this Agreement involves business risks and that its success will be largely dependent upon the ability of Developer as an independent business person. Franchisor expressly disclaims the making of, and Developer acknowledges that it has not received, any warranty or guarantee, express or implied, as to the potential volume, profits, or success of the business venture contemplated by this Agreement.

20.2 Developer acknowledges that it received a copy of the complete Area Development Agreement, the Attachments thereto, and agreements relating thereto, if any, at least seven (7) calendar days prior to the date on which this Agreement was executed. Developer further acknowledges that it received the disclosure statement required by the Trade Regulation Rule of the Federal Trade Commission entitled "Franchise Disclosure Document" at least fourteen (14) calendar days prior to the date on which this Agreement was executed.

20.3 Developer acknowledges that it has read and understood this Agreement, the Attachments hereto, and any agreements relating thereto, and that Franchisor has accorded Developer ample time and opportunity to consult with advisers of Developer's own choosing about the potential benefits and risks of entering into this Agreement.

[*Signatures appear on the following page.*]

IN WITNESS WHEREOF, this Agreement is made effective as of the date signed by Franchisor below.

WITNESSES:

DEVELOPER:

_____ By:_____

Title: _____

_____ Date:_____

FRANCHISOR:

Smoothie King Franchises, Inc.

_____ By:_____

_____ Title: _____

ATTACHMENT A TO
AREA DEVELOPMENT AGREEMENT

DEVELOPMENT AREA DESCRIPTION

The Development Area referred to in Section 3.1 of the Area Development Agreement is described as follows:

The area defined at the Effective Date of this Agreement as:

See the attached map of the _____ metropolitan area. The boundaries of the Development Area are highlighted. Most of the boundaries of the Development Area constitute streets, county lines or natural landmarks such as rivers, lakes or other bodies of water. With respect to streets and county lines, the Development Area will extend to the middle of such street or county line. As to natural landmarks such as rivers and lakes or other bodies of water, the Development Area shall extend to the shoreline of such body of water. If the boundary of the Development Area does not follow a street, political line or natural landmark, then the boundary line will be interpreted to extend in a straight line from the last point of reference to the next.

[or]

The area located within the boundaries of _____ County, _____.

Initial _____ _____

Dev. Area _____

ATTACHMENT B TO
AREA DEVELOPMENT AGREEMENT

DEVELOPMENT SCHEDULE

Developer agrees to have the designated number of Smoothie King Units open and in operation in the Development Area in accordance with the following schedule:

Total Number of Developer's Units Open and In Operation In the Development Area	By (Date)
TOTAL UNITS	

Initial _____ _____

ATTACHMENT C TO
AREA DEVELOPMENT AGREEMENT

GUARANTY AGREEMENT

In consideration of Smoothie King Franchises, Inc.'s (the "Franchisor") execution of that certain Area Development Agreement of even date (the "Agreement") with _____ (the "Developer"), each of the undersigned (a "Guarantor") jointly and severally agree as follows:

A. Guarantors personally and unconditionally guarantee to Franchisor and its successors and assigns that: (i) Developer will timely pay Franchisor and its affiliates all monies Developer owes to Franchisor and its affiliated and related entities, including all monies payable by Developer under the Agreement; (ii) Developer will timely perform all other undertakings, agreements and covenants stated in the Agreement; and (iii) agree to be personally bound by, and personally liable for the breach of, each and every provision in the Agreement (collectively, "Development Agreement Obligations").

B. Each of the Guarantors waives: (1) acceptance and notice of acceptance by Franchisor of the foregoing undertaking; (2) notice of demand for payment of any indebtedness; (3) protest and notice of default to any party respecting the indebtedness; (4) any right he/she may have to require that an action be brought against Developer or any other person as a condition of liability.

C. Each Guarantor consents and agrees that:

(1) Guarantor's liability under this undertaking will be direct and independent of the liability of, and will be joint and several with, Developer and the other Guarantors of Developer;

(2) Guarantor will make any payment or perform any Development Agreement Obligation upon demand if Developer fails to do so;

(3) Guarantor's liability hereunder will not be diminished or relieved by bankruptcy, insolvency or reorganization of Developer or any assignee or successor;

(4) Guarantor's liability will not be diminished, relieved or otherwise affected by any extension of time or credit which Franchisor may grant to Developer, including the acceptance of any partial payment or performance, or the compromise or release of any claims;

(5) Franchisor may proceed against Guarantor and Developer jointly and severally, or Franchisor may, at its option, proceed against Guarantor, without having commenced any action, or having obtained any judgment against Developer or any other Guarantor; and

(6) Guarantors will indemnify, defend and hold harmless Franchisor and its affiliates, and their respective shareholders, directors, employees, and agents, against and from all losses, damages, costs, and expenses, which Franchisor or its affiliates may sustain, incur, or become liable for as a result of:

a. Developer's or Guarantor's failure to pay or perform any of the Development Agreement Obligations; or

b. any action by Franchisor to obtain performance by Developer of any act, matter, or thing required by the Agreement.

(7) Guarantor will pay all attorneys' fees and all costs and other expenses Franchisor incurs in enforcing this Guaranty against Guarantor or any negotiations relative to the obligations hereby guaranteed.

This Guaranty will terminate upon the termination or expiration of the Agreement, except that all obligations and liabilities of the Guarantors which arose from events which occurred on or before the effective date of such termination will remain in full force and effect until satisfied or discharged by the Developer or the Guarantors, and all covenants which by their terms continue in force after the expiration or termination of the Agreement will remain in force according to their terms. Upon the death of an individual Guarantor, the estate of such Guarantor will be bound by this Guaranty, but only for defaults and obligations hereunder existing at the time of death; and the obligations of any other Guarantors will continue in full force and effect.

The provisions of Articles XVII through XIX of the Agreement will apply as to any interpretation or enforcement of this Guaranty, and the provisions of Article XVI of the Agreement will apply to any notice to either party, except that notice to Guarantors will be provided at the following alternative address (if applicable): _____. If no address is provided, any notice to Guarantors will be sent to the address designated in Article XVI of the Agreement.

Each of the undersigned has signed this Guaranty as of the same day and year as the Agreement was executed.

WITNESSES:

_____ _____
Printed Name:
_____ Signed in his or her Individual Capacity

_____ _____
Printed Name:
_____ Signed in his or her Individual Capacity

ACCEPTED BY:
Smoothie King Franchises, Inc.

_____ By: _____
Title: _____
_____ Date: _____

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EXHIBIT G

SMOOTHIE KING FRANCHISE PURCHASE AFFIDAVIT

SMOOTHIE KING FRANCHISE PURCHASE AFFIDAVIT

Applicant _____
(If corporation) State of Incorporation _____
Address of Applicant _____
Location (Territory) Applied For _____

1. I have received all appropriate offering circulars and disclosure documents for the State(s) of _____ before or at my first personal meeting with Smoothie King Franchises, Inc. ("Franchisor") and have had at least fourteen (14) calendar days before signing the Franchise Agreement ("Franchise Agreement") and/or payment of any monies.

2. I have signed and returned to Franchisor the acknowledgment of receipt for each disclosure document given me.

3. I have had an opportunity to read the Franchise Agreement thoroughly and understand all of Franchisor' covenants and obligations and my obligations as a franchisee of the Smoothie King® system. I understand that the Franchise Agreement contains all obligations of the parties and that Franchisor does not grant to me any first right of refusal under the Franchise Agreement.

4. I understand that this franchise business, as in all business ventures, involves risk and despite assistance and support programs, the success of my business will depend largely upon me and my ability.

5. I understand that this franchise business may be impacted by other risks, including those outside your or our control such as economic, political or social disruption.

6. I acknowledge and understand that no rights to any territory or locations whatsoever are granted to me or any other person or entity designated as Franchisee in my Franchise Agreement except as set forth in the Franchise Disclosure Document (the "FDD") or Franchise Agreement.

7. I acknowledge and understand that the range of costs set forth in Item 7 of the FDD are estimates of the complete investment in establishing a Smoothie King® unit and it is possible to significantly exceed the estimated costs. I understand that I am responsible for obtaining cost estimates and bids from approved suppliers before entering into a lease agreement or making cash outlays or other commitments with respect to the franchise. I understand that I should not rely on any estimates provided to me from any other source than the suppliers who are to provide the equipment or services to me. I also acknowledge and understand that I am responsible for performing my own investigation with respect to working capital requirements and sales and profit projections, and Franchisor is not required to provide me with any sales or cost figures that are not otherwise provided in the FDD.

8. I acknowledge and understand that I will be receiving certain materials and information during the course of my initial training and throughout the entire term of my franchise relationship with Franchisor that are confidential and proprietary and constitute trade secrets belonging to Franchisor. These trade secrets include, but are not limited to, all manuals, recipes, ingredients, product specifications, customer, supplier and equipment lists, handouts, workbooks, binders, portfolios, or other written materials that refer to, relate to, or involve any technical, operations, marketing, administration, or other information given to me by any representative of Franchisor; as well as any oral information given to me by any representative of Franchisor that refers to, relates to, or involves technical procedures, operations, marketing, administration, or other know-how. I further acknowledge and understand that these trade secrets are the

property of Franchisor and that Franchisor has taken and will undertake any and all reasonable means to protect these trade secrets. I agree that I will not, directly or indirectly, disseminate these trade secrets to anyone for any reason other than for the operation of a Smoothie King® franchise under the express written authorization of Franchisor as provided in the Franchise Agreement.

9. Other than fill in the blank provisions or changes as a result of negotiations that I initiated, I received a completed Franchise Agreement at least seven (7) calendar days before the actual date I signed the Franchise Agreement.

10. I understand that Franchisor has a system advertising fund which is not directed towards any specific franchise territory but is intended to benefit the entire Smoothie King® system nationwide.

11. I have had no promises, guarantees or assurances made to me and no information provided to me relative to earnings, revenues, profits, expenses or projected revenues for this franchise, except as disclosed in the FDD. If I believe that I have received any such promises, guarantees, assurances or information, I agree to describe it below **(otherwise write "None").**

_____

_____

_____

_____

_____

Applicants' Acknowledgment:

Name:_____ Name:_____
Date:_____ Date:_____

MARYLAND PROSPECTIVE FRANCHISEES:
Do not sign this Questionnaire if you are a Maryland resident, or the franchise is to be located in Maryland.

EXHIBIT H

SMOOTHIE KING MANUALS—TABLE OF CONTENTS

SMOOTHIE KING MANUALS TABLE OF CONTENTS

Subject	Estimated Number of Pages
Contacts	16
Job Aids & Laminates	76
Marketing and Artwork	120
Development & Real Estates	12
Design & Construction	32
Profitability	28
Suppliers	50
Ops Excellence	150
POS & IT Help	85
Retail	30
Digital Sales – 3rd Party Vendors	20
Management Training	12
Team Member Managements	25
Franchise Advisory Council (FAC)	120
POS Crash Kit	12
Training Videos	N/A [videos]
Transfers	20
New Stores	25
The Blend	25
TOTAL	**858**

EXHIBIT I

FORM RELEASE OF CLAIMS

RELEASE OF CLAIMS

THIS IS A CURRENT RELEASE FORM THAT GENERALLY WILL BE USED WITH OR INCORPORATED INTO A SEPARATE AGREEMENT. THIS FORM IS SUBJECT TO CHANGE OVER TIME.

For and in consideration of the Agreements and covenants described below, Smoothie King Franchises, Inc. ("Smoothie King") and _____ ("Franchisee") enter into this Release of Claims ("Agreement").

RECITALS

A. Smoothie King and Franchisee entered into a Smoothie King Franchise Agreement dated _____, ____.

B. [NOTE: Describe the circumstances relating to the release.]

AGREEMENTS

1. **Consideration**. [NOTE: Describe the consideration paid.]

2-3. [NOTE: Detail other terms and conditions of the release.]

4. **Release.** Franchisee hereby releases Smoothie King, its officers, directors, shareholders, and agents, and their respective successors, assigns, heirs, and personal representatives, from all debts, representations, agreements, liabilities, actions, and causes of action of every kind and nature arising out of or relating to the Franchise Agreement between Smoothie King and Franchisee, the offer and sale of that franchise and the franchise relationship between the parties.

5. **General**. No amendment to this Agreement or waiver of the rights or obligations of either party shall be effective unless in writing signed by the parties. This Agreement is governed by the laws of the State of _____ without regard to conflicts of laws principles. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. This Agreement contains the entire agreement and understanding of the parties concerning the subject matter of this Agreement. [NOTE: Detail other miscellaneous provisions.]

FRANCHISEE:	SMOOTHIE KING FRANCHISES, INC.
_____	
By:_____	By:_____
Its:_____	Its:_____
Date:_____	Date:_____

EXHIBIT J

STATE SPECIFIC ADDENDA

CALIFORNIA ADDENDUM TO
SMOOTHIE KING
DISCLOSURE DOCUMENT

The following information applies to franchises and franchisees subject to the California Franchise Investment Act and modifies information stated in the main body of the FDD.

1. THE CALIFORNIA INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

2. The Franchisor's website is found at www.smoothieking.com.

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

3. Item 3. Item 3 is amended to provide that neither we nor any other person identified in Item 2 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 such persons from membership in such association.

4. Item 17. Item 17 of the disclosure document is amended to include the following additional provisions:

(a) California Business & Professions Code Sections 20000 through 20043 provide rights to you concerning termination or nonrenewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

(b) The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under Federal Bankruptcy Law (11 U.S.C.A. Sec. 101 et seq.).

(c) 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.

(d) You must sign a general release if you transfer your franchise. This provision may be unenforceable under California law. California Corporations Code 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code 31000 through 31516). Business and Professions Code 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code 20000 through 20043).

(e) The franchise agreement requires that any cause of action, claim, suit or demand be brought in Federal District Court for the Northern District of Texas or in the state court in the judicial district in which the franchisor has its principal place of business. You 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) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

(f) The franchise agreement may contain a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

(g) The franchise agreement requires the parties to waive any and all rights to a jury trial. This provision may not be enforceable under California law.

(h) Section 31125 of the California Corporations Code requires us to give you a disclosure document, in a form containing the information that the commissioner may by rule or order require, before a solicitation of a proposed material modification of an existing franchise.

(i) The Purchase Affidavit included in Exhibit G and those specific acknowledgements shall not apply to prospective franchisees who are California residents or who seek to purchase a franchise located in California.

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

ILLINOIS ADDENDUM TO
SMOOTHIE KING
DISCLOSURE DOCUMENT

The following information applies to franchises and franchisees subject to the Illinois Franchise Disclosure Act of 1987 and modified information stated in the main body of the FDD.

17, Additional Disclosures. The following statements are added to Item 17:

Illinois law governs the Franchise Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

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

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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

MARYLAND ADDENDUM TO
SMOOTHIE KING
DISCLOSURE DOCUMENT

The following information applies to franchises and franchisees subject to Maryland statutes and regulations and modifies information stated in the main body of the FDD.

1. Item 17. Item 17 of the disclosure document is amended to include the following additional provisions:

(a) Any claims arising under the Maryland Franchise Registration and Disclosure law must be brought within 3 years after we grant you a Smoothie King franchise.

(b) Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.)

(c) Any claims under the Maryland Franchise Registration and Disclosure law may be brought in the State of Maryland.

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

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

MINNESOTA ADDENDUM TO
SMOOTHIE KING
DISCLOSURE DOCUMENT

The following information applies to franchises and franchisees subject to Minnesota statutes and regulations and modified information stated in the main body of the FDD.

1. Item 13. We will indemnify you against, and reimburse you for, all damages for which you are held liable in any proceeding arising out of your use of any Proprietary Mark that complies with the Franchise Agreement. We will also reimburse you for all costs that you reasonably incur in defending any such claim brought against you in any proceeding in which you are named as a party. You must timely notify us of such claim or proceeding and comply with the Franchise Agreement.

2. Item 17.

(a) Minnesota law provides you with certain termination and nonrenewal rights. As of the date of this disclosure document, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.

(b) Minn. Stat. § 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in the disclosure document or Franchise Agreement can eliminate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

(c) No release language stated in the Franchise Agreement will relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota, provided that this part will not bar the voluntary settlement of disputes.

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

NEW YORK ADDENDUM TO
SMOOTHIE KING
DISCLOSURE DOCUMENT

The following information applies to franchises and franchisees subject to New York statutes and regulations and modified information stated in the main body of the FDD.

1. Cover Page. **We may, if we choose, negotiate with you about items covered in the Franchise Disclosure Document. However, we cannot use the negotiating process to require you to accept terms which are less favorable than those stated in this disclosure document.**

2. Item 3. Except as described below, neither we, our affiliates or any person identified in Item 2 of this disclosure document:

A. 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, including 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.

B. Has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the ten-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.

C. 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. Item 4. Neither we, our affiliates or any officers identified in Item 2 of this disclosure document has, during the 10-year period preceding the date of this disclosure document: (a) filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code; (b) obtained a discharge of its debts under the bankruptcy code; or (c) was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within one year after the officer of franchisor held this position in the company.

4. Item 17(c). Item 17(c) of the disclosure document is amended to provide that all rights arising in your favor from the provisions of Article 33 of the Gen. Bus. 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 Gen. Bus. Law sections 687.4 and 687.5 be satisfied.

5. Item 17(j). Item 17(j) of the disclosure document is amended to provide that no assignment will be made by us, except to an assignee who, in our good faith judgment, is willing and able to assume our obligations under the Franchise Agreement.

6. We represent that this Prospectus does not knowingly omit any material fact or contain any untrue statement of a material fact.

NORTH DAKOTA ADDENDUM TO
SMOOTHIE KING
DISCLOSURE DOCUMENT

The following information applies to franchises and franchisees subject to North Dakota statutes and regulations and modified information stated in the main body of the FDD.

THE NORTH DAKOTA SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09) AND THE FOLLOWING MAY NOT BE ENFORCEABLE UNDER NORTH DAKOTA LAW:

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

6. Waiver of Trial by Jury: Requiring North Dakota Franchisees to consent to the waiver of a trial by jury.

7. Waiver of Exemplary & Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damages.

8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

WASHINGTON ADDENDUM TO
SMOOTHIE KING
DISCLOSURE DOCUMENT

The following information applies to franchises and franchisees subject to Washington statutes and regulations and modified information stated in the main body of the FDD.

1. The State of Washington has a statute, RCW 19.100.180, which may supersede the Franchise Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise. There also may 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.

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

3. A release or waiver of rights executed by Franchisee will not include rights under the Washington Franchise Investment Protection Act 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, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

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

5. In any litigation, arbitration, or mediation involving a franchise purchased in Washington, the site thereof shall be either in the state of Washington, or in a place mutually agreed upon at that time, or as determined by the judge, arbitrator, or mediator, as applicable.

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

7. Except as amended herein, the Franchise Agreement will be construed and enforced with its terms.

WISCONSIN ADDENDUM TO
SMOOTHIE KING
DISCLOSURE DOCUMENT

The following information applies to franchises and franchisees subject to the Wisconsin Fair Dealership Law and modifies the information stated in the main body of the FDD.

1. Item 17.

(a) For all franchisees residing in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

(b) For Wisconsin franchisees, Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract which is inconsistent with the Law.

CALIFORNIA ADDENDUM TO
SMOOTHIE KING
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in California and is intended to comply with California statutes and regulations. In consideration of the execution of the Franchise Agreement, Franchisor and Franchisee agree to amend the Franchise Agreement as follows:

1. Sections 2.2.7 and 15.5.4 of the Franchise Agreement require Franchisee to sign a general release of claims. This provision may not be enforceable under California law.

2. Article 17 of the Franchise Agreement contains a covenant not to compete which extends beyond the term of the franchise. This provision may not be enforceable under California law.

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

Except as amended herein, the Franchise Agreement will be construed and enforced with its terms.

FRANCHISEE:

By_____

Smoothie King Franchises, Inc.

By_____
Its_____

ILLINOIS ADDENDUM TO
SMOOTHIE KING
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Illinois and is intended to comply with Illinois statutes and regulations. In consideration of the execution of the Franchise Agreement, Franchisor and Franchisee agree to amend the Franchise Agreement as follows:

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Illinois law governs the Franchise Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

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

Your rights upon termination and non-renewal of a franchise agreement are set forth in section 19 and 20 of the Illinois Franchise Disclosure Act.

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

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

FRANCHISEE:

By_____

Smoothie King Franchises, Inc.

By_____
Its_____

MARYLAND ADDENDUM TO
SMOOTHIE KING
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Maryland and is intended to comply with Maryland statutes and regulations. In consideration of the execution of the Franchise Agreement, Franchisor and Franchisee agree to amend the Franchise Agreement as follows:

1. Sections 2.2.7 and 15.5.4 are amended to provide that the general release required as a condition of renewal, sale, and/or assignment/transfer will not apply to any liability incurred under the Maryland Franchise Registration and Disclosure Law.

2. Section 25.5 is amended to provide that Franchisee may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

3. Section 26.1 is amended to provide that Texas law will not apply to a claim arising under the Maryland Franchise Registration and Disclosure Law. Section 26.1 is further amended to provide that any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three (3) years after the date of the Franchise Agreement.

4. Any provision in the Agreement that requires Franchisee to disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law is not intended to and will not act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

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

6. Except as amended herein, the Franchise Agreement will be construed and enforced with its terms.

FRANCHISEE:

By_____

Smoothie King Franchises, Inc.

By_____
Its_____

MINNESOTA ADDENDUM TO
SMOOTHIE KING
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Minnesota and is intended to comply with Minnesota statutes and regulations. In consideration of the execution of the Franchise Agreement, Franchisor and Franchisee agree to amend the Franchise Agreement as follows:

1. Franchisor will undertake the defense of any claim of infringement by third parties involving the SMOOTHIE KING® mark, and Franchisee will cooperate with the defense in any reasonable manner Franchisor directs with any direct cost of such cooperation to be borne by Franchisor.

2. Minnesota law provides franchisees with certain termination and nonrenewal rights. As of the date of this Franchise Agreement, Minn. Stat. Sec. 80C.14, Subd. 3, 4 and 5 require, except in certain specified cases, that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.

3. Section 25.1 of the Agreement is amended by replacing the second sentence with the following:

> Franchisor and Franchisee agree that if Franchisee breaches or threatens to breach any of the terms of this Agreement, Franchisor will be entitled to seek an injunction restraining such breach or to a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining such equitable relief, until such time as a final and binding determination is made by the court.

4. No release language stated in the Franchise Agreement will relieve Franchisor or any other person, directly or indirectly, from liability imposed by the laws concerning franchising of the State of Minnesota, provided that this part will not bar the voluntary settlement of disputes.

5. Except as amended herein, the Franchise Agreement will be construed and enforced with its terms.

FRANCHISEE:

By_____

Smoothie King Franchises, Inc.

By_____
Its_____

NEW YORK ADDENDUM TO
SMOOTHIE KING
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in New York and is intended to comply with New York statutes and regulations. In consideration of the execution of the Franchise Agreement, Franchisor and Franchisee agree to amend the Franchise Agreement as follows:

1. Sections 2.2.7 and 15.5.4 of the Franchise Agreement are amended to provide that all rights enjoyed by Franchisee and any causes of action arising in its 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 provision that the applicable nonrenewal or termination provisions of the General Business Law be satisfied.

2. Section 26.1 of the Franchise Agreement is amended by adding the following sentence at the end of such Section: "The foregoing should not be considered a waiver of any right that either Franchisor or Franchisee may have under the General Business Law of the State of New York, Article 33."

3. Except as amended herein, the Franchise Agreement will be construed and enforced with its terms.

FRANCHISEE:

By_____

Smoothie King Franchises, Inc.

By_____
Its_____

NORTH DAKOTA ADDENDUM TO
SMOOTHIE KING
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in North Dakota and is intended to comply with North Dakota statutes and regulations. In consideration of the execution of the Franchise Agreement, Franchisor and Franchisee agree to amend the Franchise Agreement as follows:

THE NORTH DAKOTA SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09) AND THE FOLLOWING MAY NOT BE ENFORCEABLE UNDER NORTH DAKOTA LAW:

1. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

2. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

3. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

4. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

5. Waiver of Trial by Jury: Requiring North Dakota Franchisees to consent to the waiver of a trial by jury.

6. Waiver of Exemplary & Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damages.

7. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

8. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

9. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

FRANCHISEE:

By_____

Smoothie King Franchises, Inc.

By_____
Its_____

RHODE ISLAND ADDENDUM TO
SMOOTHIE KING
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Rhode Island and is intended to comply with Rhode Island statutes and regulations. In consideration of the execution of the Franchise Agreement, Franchisor and Franchisee agree to amend the Franchise Agreement as follows:

1. The Rhode Island Franchise Investment Act (the "Act") at Section 19-28.1-14 provides that "a provision in a franchise agreement restricting jurisdiction or venue to a forum outside of this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. Except as amended herein, the Franchise Agreement will be construed and enforced with its terms.

FRANCHISEE:

By_____

Smoothie King Franchises, Inc.

By_____
Its_____

WASHINGTON ADDENDUM TO
SMOOTHIE KING
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Washington and is intended to comply with Washington statutes and regulations. In consideration of the execution of the Franchise Agreement, Franchisor and Franchisee agree to amend the Franchise Agreement as follows:

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

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

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

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

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

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

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

FRANCHISEE:	Smoothie King Franchises, Inc.
By_____	By_____ Its_____

WISCONSIN ADDENDUM TO
SMOOTHIE KING
FRANCHISE AGREEMENT

This Addendum relates to franchises sold in Wisconsin and is intended to comply with Wisconsin statutes and regulations. In consideration of the execution of the Franchise Agreement, Franchisor and Franchisee agree to amend the Franchise Agreement as follows:

1. Article 14 of the Agreement pertaining to Defaults and Terminations is amended as follows:

> Franchisee will provide you at least 90 days' prior written notice of termination, cancellation, or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation, or substantial change in competitive circumstances and will provide that Franchisee have 60 days in which to cure any claimed deficiency. If the deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation, or substantial change in competitive circumstances is nonpayment of sums due under the franchise, Franchisee will be entitled to written notice of such default, and will have not less than 10 days in which to remedy such default from the date of delivery or posting of such notice.

2. Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of this Agreement or a related document between you and us inconsistent with the Law.

3. Except as amended herein, the Franchise Agreement will be construed and enforced with its terms.

FRANCHISEE:	Smoothie King Franchises, Inc.
By_____	By_____
Its_____	Its_____

WASHINGTON ADDENDUM TO
SMOOTHIE KING
AREA DEVELOPMENT AGREEMENT

This Addendum relates to franchises sold in Washington and is intended to comply with Washington statutes and regulations. In consideration of the execution of the Area Development Agreement, Franchisor and Franchisee agree to amend the Area Development Agreement as follows:

1. The State of Washington has a statute, RCW 19.100.180, which may supersede the Area Development Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise. There also may be court decisions which may supersede the Area Development Agreement in your relationship with the Franchisor, including the areas of termination and renewal of your franchise.

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

3. A release or waiver of rights executed by Franchisee will not include rights under the Washington Franchise Investment Protection Act 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, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

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

5. In any litigation, arbitration, or mediation involving a franchise purchased in Washington, the site thereof shall be either in the state of Washington, or in a place mutually agreed upon at that time, or as determined by the judge, arbitrator, or mediator, as applicable.

6. Except as amended herein, the Area Development Agreement will be construed and enforced with its terms.

FRANCHISEE:

By_____

Smoothie King Franchises, Inc.

By_____
Its_____

EXHIBIT K

STATE AGENCIES/AGENTS FOR SERVICE OF PROCESS

STATE ADMINISTRATORS AND
AGENTS FOR SERVICE OF PROCESS

STATE	STATE ADMINISTRATOR/AGENT	ADDRESS
California	Commissioner of Financial Protection and Innovation California Department of Financial Protection and Innovation	320 West 4th Street, Suite 750 Los Angeles, CA 90013-2344 1-866-275-2677
Hawaii (State Administrator)	Commissioner of Securities Dept. of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch	335 Merchant Street Room 203 Honolulu, HI 96813
Illinois	Illinois Attorney General	500 South Second Street Springfield, IL 62706
Indiana (State Administrator)	Indiana Securities Commissioner Securities Division	302 West Washington Street, Room E111 Indianapolis, IN 46204
Indiana (Agent)	Indiana Secretary of State	302 West Washington Street, Room E018 Indianapolis, IN 46204
Maryland (State Administrator)	Office of the Attorney General Division of Securities	200 St. Paul Place Baltimore, MD 21202-2020
Maryland (Agent)	Maryland Securities Commissioner	200 St. Paul Place Baltimore, MD 21202-2020
Michigan	Michigan Department of Attorney General Consumer Protection Division	G. Mennen Williams Building, 1st Floor 525 West Ottawa Street Lansing, MI 48933
Minnesota	Commissioner of Commerce Minnesota Department of Commerce	85 7th Place East, Suite 280 St. Paul, MN 55101-2198
New York (State Administrator)	NYS Department of Law Investor Protection Bureau	28 Liberty Street, 21st Floor New York, NY 10005 212-416-8236
New York (Agent)	New York Department of State	One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 518-473-2492
North Dakota	Securities Commissioner North Dakota Securities Department	600 East Boulevard Avenue State Capitol, Fifth Floor, Dept. 414 Bismarck, ND 58505-0510
Rhode Island	Director, Department of Business Regulation, Securities Division	1511 Pontiac Avenue John O. Pastore Complex – Building 68-2 Cranston, RI 02920
South Dakota	Department of Labor and Regulation Division of Insurance – Securities Regulation	124 S. Euclid, Suite 104 Pierre, SD 57501
Virginia (State Administrator)	State Corporation Commission Division of Securities and Retail Franchising	1300 East Main Street, 9th Floor Richmond, VA 23219 804-371-9051
Virginia (Agent)	Clerk of the State Corporation Commission	1300 East Main Street, 1st Floor Richmond, VA 23219-3630
Washington	Department of Financial Institutions Securities Division	150 Israel Road SW Tumwater, WA 98501 360-902-8760
Wisconsin	Commissioner of Securities	Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705

EXHIBIT L

STATE EFFECTIVE DATES AND RECEIPTS

State Effective Dates

The following states 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	Pending
Hawaii	See separate FDD
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

Other states may require registration, filing or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

Receipt

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 Smoothie King Franchises, Inc. ("Smoothie King") offers you a franchise, Smoothie King must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Smoothie King or our affiliate in connection with the proposed franchise sale. Iowa and New York require that Smoothie King gives you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Smoothie King gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Smoothie King 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 those state administrators listed on Exhibit K.

The franchisor is Smoothie King Franchises, Inc. located at 9797 Rombauer Road, Coppell, TX 75019. Its telephone number is (214) 935-8900.

Issuance Date: April 14, 2023.

The franchise seller involved in offering and selling the franchise to you is Shawn Caric, 9797 Rombauer Road, Coppell, TX 75019, (214) 935-8900, or is listed below (with address and telephone number), or will be provided to you separately before you sign a franchise agreement:_____.

Smoothie King authorizes the respective state agencies identified on Exhibit K to receive service of process for us in the particular state.

I have received a disclosure document dated April 14, 2023, that included the following Exhibits:

A. List of Smoothie King Franchisees
B. List of Former Franchisees
C. Audited Financial Statements of Smoothie King Franchises, Inc.
D. Franchise Agreement
E. Franchise Agreement Addendum – Non-Traditional Location
F. Area Development Agreement
G. Smoothie King Franchise Purchase Affidavit
H. Smoothie King Manuals—Table of Contents
I. Form Release of Claims
J. State Specific Addenda
K. State Agencies/Agents for Service of Process
L. State Effective Dates and Receipts

Date: _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

Copy for Franchisee

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 Smoothie King Franchises, Inc. ("Smoothie King") offers you a franchise, Smoothie King must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, Smoothie King or our affiliate in connection with the proposed franchise sale. Iowa and New York require that Smoothie King gives you this disclosure document at the earlier of the first personal meeting or 10 business days (or 14 calendar days in Iowa) before the execution of the franchise or other agreement or the payment of any consideration that relates to the franchise relationship. Michigan requires that Smoothie King gives you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Smoothie King 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 those state administrators listed on Exhibit K.

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A. List of Smoothie King Franchisees
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I. Form Release of Claims
J. State Specific Addenda
K. State Agencies/Agents for Service of Process
L. State Effective Dates and Receipts

Date: _____
(Do not leave blank)

_____
Signature of Prospective Franchisee

_____
Print Name

Copy for Smoothie King Franchises, Inc.

Please sign and date both copies of this receipt, keep one copy (the previous page) for your records, and mail one copy (this page) to the address listed on the front page of this disclosure document or send to the Smoothie King Franchise Development Department by email to franchise@smoothieking.com or by fax to (985) 635-6987.

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