FRANCHISE DISCLOSURE DOCUMENT

Tropical Smoothie Café, LLC
(a Georgia limited liability company)
1117 Perimeter Center West
Suite W200
Atlanta, Georgia 30338
(770) 821-1900 phone
(770) 821-1895 fax
E-mail: info@tropicalsmoothie.com
www.tropicalsmoothiecafe.com
www.facebook.com/tropicalsmoothiecafe

The franchise is for the establishment and operation of a Tropical Smoothie Cafe® restaurant offering customers a variety of premium, handcrafted smoothies made with select fruit and vegetables blended fresh in the cafe using proprietary recipes, as well as specialty sandwiches, flatbreads, wraps, and bowls (a "**Franchised Business**").

The total investment necessary to begin operation of a single-unit Tropical Smoothie Cafe franchise ranges from $198,500 to $543,500. This range includes $37,500 that must be paid to us, consisting of a franchise fee of $30,000 and a grand opening marketing contribution of $7,500. If a franchisee chooses to develop multiple units, a $20,000 franchise fee must be paid to us for the second and each additional unit.

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 Cheryl Fletcher at 1117 Perimeter Center West, Suite W200, Atlanta, Georgia 30338 and (770) 821-1900.

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

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

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

Date of Issuance: April 21, 2020, as amended September 4, 2020

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit J.
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 L 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 Tropical Smoothie Cafe restaurant 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 Tropical Smoothie Cafe franchisee?	Item 20 or Exhibit J lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

Continuing responsibility to pay fees. You may have to pay royalties and other fees even if you are losing money.

Business model can change. The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

Supplier restrictions. You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

Operating restrictions. The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

Competition from franchisor. Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

Renewal. Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

When your franchise ends. The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

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

Special Risks to Consider About *This* Franchise

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

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

2. **Liquidated Damages.** Upon early termination of the franchise, you must pay us liquidated damages in an amount equal to the average monthly royalty fees during the 12 months prior to termination multiplied by 18 or the number of months remaining in the franchise agreement, whichever is less.

3. **Stockholders' Equity.** The franchisee or multi-unit operator will be required to make an estimated initial investment ranging from $198,500 to $543,500. This amount exceeds the Franchisor's stockholders' equity as of December 29, 2019 which is a deficit of ($36,442,000).

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

THE 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:

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

2. A requirement that a franchisee assent to a release, assignment, 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.

3. A provision that permits a franchisor to terminate a franchise before the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure 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.

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

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

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

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

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

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

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

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

8. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a 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).

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000.00, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

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

Any questions regarding this notice should be directed to:

Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa St.
P.O. Box 30212
Lansing, MI 48909
(517) 373-7117

TROPICAL SMOOTHIE CAFÉ, LLC

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APPLICABLE STATE LAW MAY REQUIRE ADDITIONAL DISCLOSURES RELATED TO THE INFORMATION CONTAINED IN THIS DISCLOSURE DOCUMENT. THESE ADDITIONAL DISCLOSURES, IF ANY, APPEAR IN EXHIBIT F.

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

To simplify the language in this Disclosure Document, "**Tropical Smoothie Cafe**" or "**we**" or "**us**" or "**our**" means Tropical Smoothie Café, LLC, the franchisor. "**You**" or "**your**" means the person who is awarded the franchise rights. If you are a corporation, partnership, limited liability company or other legal entity, certain provisions of the Franchise Agreement and related agreements will apply to your shareholders, partners, members, and owners, as applicable. Those provisions will be noted where applicable.

The Franchisor

We are a Georgia limited liability company, organized on June 25, 2012. Our principal place of business is 1117 Perimeter Center West, Suite W200, Atlanta, Georgia 30338, and our telephone number is (770) 821-1900. We do business under our corporate name and under the trade names TROPICAL SMOOTHIE® and TROPICAL SMOOTHIE CAFÉ®. If we have agents in your state for service of process, they are disclosed in Exhibit "A" to this disclosure document. We have offered Tropical Smoothie Cafe franchises since September 2012. We have never offered franchises in any other line of business. We do not engage in any business other than the offer and sale of Tropical Smoothie Cafe franchises.

Our ultimate parent is TSC Equityco, L.P. ("**TSC Equity**"), whose principal business address is 345 N. Maple Drive, Suite 300, Beverly Hills, California 90210. On September 4, 2020, TSC Equity, an affiliate of Levine Leichtman Capital Partners, LLC ("**LLCP**"), a Beverly Hills, California-based independent investment firm, acquired control of us through intermediate holding companies, including Tropical Smoothie Café Holdings, LLC. The creation of TSC Equity did not result in a transfer of any Tropical Smoothie Cafe franchise agreements, trademarks, or other intellectual property related to the operation of the Tropical Smoothie Cafe restaurants or system. We remain the franchisor of the Tropical Smoothie Cafe system and provide all required support and services to Tropical Smoothie Cafe franchisees under their franchise agreements.

In August 2012, we acquired substantially all of the assets, and all of the franchise and related agreements, from our affiliate and predecessor, Tropical Smoothie Franchise Development Corporation ("**TSFDC**") in exchange for issuing membership interests in us to it, and other consideration. TSFDC is a Florida corporation incorporated on July 2, 1997. Its principal place of business is 4014 Kilmartin Drive, Tallahassee, Florida, 32309. TSFDC offered Tropical Smoothie Cafe franchises from 1997 through August 2012, when it had 310 franchises in operation and 30 sold and under development. TSFDC never offered franchises in any other line of business and did not engage in any business other than the offer and sale of Tropical Smoothie Cafe franchises. TSFDC remains our affiliate because it is also one of our members, although it no longer will offer Tropical Smoothie Cafe franchises for sale.

Through common ownership with investment funds managed by LLCP, we are affiliated with the following franchise programs. None of these affiliates have offered franchises in any line of business other than as listed below and none of them have conducted a business similar to the Tropical Smoothie Cafe restaurant that you will operate.

1. CBI Parent, L.P. is the direct or indirect parent company to the following franchisors:

   (a) Interim Healthcare Inc. ("**Interim**") franchises the right to operate home health care and staffing agencies which provide permanent placement and temporary services of nursing and other health care personnel, non-medical support and companion care services and health care related home medical equipment,

products and/or supplies under the name INTERIM HEALTHCARE®. Interim or its predecessors have offered Interim Healthcare franchises since 1968. As of December 31, 2019, there were 325 franchised Interim Healthcare offices in operation in the United States. Interim's principal place of business is located at 1601 Sawgrass Corporate Parkway, Suite 220, Sunrise, Florida 33323.

(b) Bluebird Care Franchise Limited ("**BCFL**") franchises the right to operate home care agencies which provide primarily non-medical personal support and companion care services in the home under the name BLUEBIRD CARE®. BCFL or its predecessors have offered Bluebird Care franchises since 2007. As of December 31, 2019, there were 244 franchised Bluebird Care offices in operation in the United Kingdom and Ireland. BCFL's principal place of business is located at Charles House, Charles Street, Petersfield, Hampshire GU32 3EH.

(c) Just Better Care Australia Pty Limited ("**JBCA**") franchises the right to operate home health care agencies which provide primarily non-medical personal support and companion care services in the home under the name JUST BETTER CARE®. JBCA or its predecessors have offered Just Better Care franchises since 2006. As of December 31, 2019, there were 37 franchised Just Better Care offices in operation in Australia. JBCA's principal place of business is located at Suite A, Level 3, 43-45 East Esplanade, Manly NSW 2095.

2. Hand and Stone Franchise Corp. ("**Hand and Stone**") franchises the right to operate Hand and Stone Massage and Facial Spas which are retail outlets that sell a comprehensive range of massage, facial and hair removal services along with complementary product offerings under the name HAND AND STONE®. Hand and Stone has offered franchises since 2007. As of December 31, 2019, there were 457 franchised units and 2 company operated units operating in the United States and Canada. Hand and Stone's principal place of business is located at 1210 Northbrook Drive, Suite 150, Trevose, PA 19053.

3. HomeVestors of America, Inc. ("**HVA**") franchises the right to operate businesses that buy, sell, and rehabilitate residential and commercial properties and that provide certain services to buyers and sellers under the name HOMEVESTORS®. HVA has offered HomeVestors franchises since 1996. As of December 31, 2019, there were 1,132 franchised HomeVestors businesses in operation in the United States. HVA's principal place of business is located at 6500 Greenville Avenue, Suite 400, Dallas, Texas 75206.

4. LD Parent, Inc. is the direct or indirect parent company to the following franchisors, all of which have a principal business address of 142 State Route 34, Holmdel, New Jersey 07733:

(a) Lawn Doctor, Inc. ("**LDI**") franchises the right to operate businesses that establish, care for and maintain lawns and other vegetation and provide pest control services under the principal trademark and service mark LAWN DOCTOR® ("Lawn Doctor Businesses"). LDI has offered Lawn Doctor franchises since 1967. As of December 31, 2019, there were 587 Lawn Doctor Businesses in the United States.

(b) Mosquito Hunters LLC ("**MH**") franchises the right to operate businesses that provide mosquito and pest control services through regular spraying applications and follow-up maintenance and do so under the trademark MOSQUITO

HUNTERS®. MH has offered franchises since 2013. As of December 31, 2019, there were 83 franchised units operating in the United States.

(c) Ecomaids LLC ("**EM**") franchises the right to operate businesses that provide environmentally friendly home cleaning services under the principal trademark ECOMAIDS®. EM has offered franchises since 2019. As of December 31, 2019, there were 2 franchised units operating in the United States.

5. Nothing Bundt Franchising, LLC ("**NBF**") franchises the right to operate gourmet bakeries which offer and sell specialty bundt cakes, other food items, and retail merchandise under the "Nothing Bundt Cakes®" mark. NBF has offered Nothing Bundt Cake franchises since 2006. As of December 31, 2019, there were 330 franchised Nothing Bundt Cake bakeries in operation in the United States and Canada. NBF's principal place of business is located at 4560 Belt Line #350, Addison, Texas 75001.

Except as described above, we have no affiliates that offer franchises in any line of business or provide products or services to Tropical Smoothie Cafe franchisees.

The Franchise

We grant Tropical Smoothie Cafe franchises to qualified candidates for the right to develop and operate a Tropical Smoothie Cafe restaurant (each a "**Tropical Smoothie Cafe Restaurant**" and collectively "**Tropical Smoothie Cafe Restaurants**"), which is a customer-driven business that sells a variety of premium, handcrafted smoothies made with select fruit and vegetables blended fresh in the cafe using proprietary recipes, as well as specialty sandwiches, flatbreads, wraps, and bowls. 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 "B" to this disclosure document. The Franchise Agreement grants you the right to develop and operate a single Tropical Smoothie Cafe Restaurant at an accepted location.

The Franchised Business will operate under the trade names and service marks TROPICAL SMOOTHIE® and TROPICAL SMOOTHIE CAFÉ®, and will use other trade names, service marks, trademarks, logos, emblems and indicia of origin that we designate for use by Tropical Smoothie Cafe Restaurants (the "**Marks**"). We use and license others to use the Marks and our proprietary operating system, which includes trade secret recipes (the "**System**"), developed for the operation of a Tropical Smoothie Cafe Restaurant.

Area Developers

In the past, we also have granted area representative rights to individuals called "**Area Developers**" by a separate disclosure document. An Area Developer acts as our sales representative within a defined geographic area to solicit prospective single-unit and multi-unit franchisees and to provide support before, during and after a franchisee begins operations. An Area Developer identifies and qualifies potential franchisees. The Franchise Agreement is signed by the franchisee and us after we have approved the franchisee and timely provided the Franchise Disclosure Document. We offered area representative rights beginning September 2012, and TSFDC did so from 1997 until August 2012. (See Exhibit "K" for information regarding our Area Developers and the Illinois Addendum in Exhibit "F.") We no longer offer new Area Developer territories.

The Tropical Smoothie Cafe Business

A Tropical Smoothie Cafe Restaurant is a better-for-you, fast casual restaurant business offering freshly prepared food and smoothies served in a fun, friendly environment. We offer breakfast, lunch, and dinner. Tropical Smoothie Cafe Restaurants are a destination for flavor. Our customers enjoy a variety of premium, handcrafted smoothies made with select fruit and vegetables blended fresh in cafe using proprietary recipes, as well as specialty sandwiches, flatbreads, wraps, and bowls.

The Tropical Smoothie Cafe mission is to be the most beloved restaurant brand by sharing the fun and craveability of the tropics. The values on which we operate our business are: relationships rule, think bigger, all in, and high five.

Each Tropical Smoothie Cafe Restaurant focuses on generating sales inside and outside of the restaurant's four walls. We offer many local restaurant marketing programs designed to build strong relationships in our communities and drive sales and traffic. Our catering program delivers the "tropical experience" direct to the consumer, whether they are at work or at home. Consumers can enjoy our wrap and sandwich trays, salads, box lunches, and smoothies at any time of the day.

Our primary customers are consumers seeking better-for-you offerings in every age group, both female and male. We believe our products help these customers inspire a healthier lifestyle.

We support our franchise community with innovative leadership and tools focusing on sales building and profitability through our proprietary systems.

If you enter into a Franchise Agreement with us, you will operate your Franchised Business according to the System, including our methods, standards, and specifications. Your Franchised Business must offer all of the products and services we specify. Your Franchised Business will occupy approximately 1,300 to 2,000 square feet and will seat approximately 10 to 40 customers. We have developed a design package and have mandatory interior décor specifications for Tropical Smoothie Cafe Restaurants. These specifications are brand specific and are designed to ensure uniformity in the presentation of the System to customers.

The Market and Competition

The smoothie business and the restaurant business are both highly developed and competitive. You will have to compete with other businesses offering smoothie beverages, as well as juice bars, and national and local restaurants that offer smoothie beverages as additional menu items, and businesses offering sandwiches, wraps, salads, soups and coffee drinks as menu items. Many of our competitors are well-established national, regional or local chains which may have substantial financial, marketing, or other resources. Other competitors include health food and general nutrition businesses. You may also encounter competition from other Tropical Smoothie Cafe Restaurants operated by us or other franchisees.

We believe that strong brand recognition, attractive price-value relationship, and the quality of our products and our service enable us to differentiate ourselves from our competitors.

In March 2020, the World Health Organization declared COVID-19 a global pandemic. Because of various recommendations, guidelines, directives and emergency governmental orders designed to slow the spread of COVID-19, a number of Tropical Smoothie Cafe Restaurants, including our company-owned restaurant, are operating on a limited basis, and some Tropical Smoothie Cafe Restaurants have temporarily closed. At this point it is impossible to predict the effect of the COVID-19 pandemic on the performance

of Tropical Smoothie Cafe Restaurants for the remainder of 2020 and beyond. We remain focused on supporting Tropical Smoothie Cafe Restaurants during the pandemic and are working aggressively to implement marketing programs and other initiatives in an effort to mitigate risk, drive performance and promote a return to pre-COVID-19 operations.

Regulations Specific to the Industry

You should consider that certain aspects of the restaurant business are heavily regulated by federal, state, and local laws, rules, and ordinances. The U.S. Food and Drug Administration, the U.S. Department of Agriculture, and various state and local health departments administer and enforce laws and regulations that govern food preparation and service, and sanitary conditions. State and local agencies inspect restaurants for compliance with these requirements. Certain provisions of these laws impose limits on emissions resulting from commercial food preparation. Some states have also adopted or are considering proposals to regulate indoor air quality.

You will also have to comply with laws and regulations of the U.S. Food and Drug Administration and Federal Trade Commission that relate to the presentation of nutritional information. Some states and local governments may require you to comply with laws relating to the labeling that is included on your menus, menu boards, and related materials. Some state and local authorities have also adopted, or are considering adopting, laws or regulations that would affect the content or make-up of food served in restaurants, such as the level of trans fat contained in a food item, as well as packaging and other materials used in restaurants.

Since you must accept credit cards as a method of payment at your Franchised Business, you must also comply with payment card industry ("**PCI**") compliance standards to protect personal information and ensure security when customer transactions are processed using a credit card. PCI compliance standards apply to all organizations that store, process, or transmit cardholder data, and cover technical and operational payment system components involving cardholder data.

You must also comply with laws and regulations that apply to businesses generally (such as workers' compensation, Occupational Safety and Health Act (OSHA), Americans with Disabilities Act (ADA) requirements, Patient Protection and Affordable Care Act, and applicable labor laws).

There may be other laws applicable to your business. It is your responsibility to investigate any applicable laws as they relate to operating a Tropical Smoothie Cafe Restaurant. You should consider these laws and regulations when evaluating your purchase of a franchise.

ITEM 2. BUSINESS EXPERIENCE

CHIEF EXECUTIVE OFFICER: Charles L. Watson

Charles Watson has been our Chief Executive Officer since December 2018, after serving as our Interim Chief Executive Officer since June 19, 2018, and after serving as our Chief Development Officer since November 20, 2015, and after serving as our Vice President of Franchise Development since August 16, 2012. Charles Watson has also served as Chief Development Officer for Tim Drum from November 20, 2015 to November 1, 2018, after serving as its Vice President of Franchise Development from March 2015 to November 20, 2015. He has also been an Operating Partner of 10 Point Capital, an Atlanta, Georgia-based investment firm since April 2018.

CHIEF FINANCIAL OFFICER: Paul F. Marsden

Paul Marsden has been our Chief Financial Officer since May 2017. Prior to joining us, he was Chief Accounting Officer at Popeyes Louisiana Kitchen, Inc. f/k/a AFC Enterprises, Inc. located in Atlanta, Georgia from March 2015 to May 2017.

CHIEF MARKETING OFFICER: Mark Montini

Mark Montini has been our Chief Marketing Officer since October 2019. Prior to joining us, he was Chief Marketing Officer at Floor Covering International, Ltd. located in Norcross, Georgia from January 2018 to October 2019. Prior to that he was Chief Executive Officer at Naranga, LLC located in Atlanta, Georgia from January 2017 to October 2017. Prior to that he was Chief Executive Officer at Promio, Inc. located in Buford, Georgia from January 2011 to December 2016.

CHIEF INFORMATION AND DIGITAL OFFICER: Michael Lapid

Michael Lapid has been our Chief Information and Digital Officer since October 2019. Prior to joining us, he was Vice President of Digital Technology at Papa John's International located in Louisville, Kentucky from August 2017 to October 2019. Prior to that he was Vice President of Consumer Technology at Bloomin' Brands located in Tampa, Florida from July 2015 to July 2017.

GENERAL COUNSEL: Peter H. Ward

Peter Ward has been our General Counsel since June 5, 2017. Prior to joining us, he was Deputy General Counsel at Popeyes Louisiana Kitchen, Inc. f/k/a AFC Enterprises, Inc. located in Atlanta, Georgia from September 2005 to June 2017.

SENIOR CORPORATE COUNSEL: Karen J. Wickliffe

Karen Wickliffe has been our Senior Corporate Counsel since September 2018 after serving as our Corporate Counsel since September 2017. Prior to joining us, Karen reentered the corporate work force after raising her family, as a contractor in the Legal Department of Popeyes Louisiana Kitchen, Inc. f/k/a AFC Enterprises, Inc. located in Atlanta, Georgia from September 2016 to June 2017.

SENIOR VICE PRESIDENT OF FRANCHISE DEVELOPMENT: Cheryl A. Fletcher

Cheryl Fletcher has been our Senior Vice President of Franchise Development since July 2018, after serving as our Vice President of Development of Strategy since July 10, 2017. Prior to joining us, she was Vice President Development at Popeyes Louisiana Kitchen, Inc. f/k/a AFC Enterprises, Inc. located in Atlanta, Georgia from January 2016 to January 2017, after serving as Vice President, Development Strategic Planning & Finance from September 2013 to January 2016.

SENIOR VICE PRESIDENT OF OPERATIONS AND TRAINING: Richard Key

Richard Key has been our Senior Vice President of Operations and Training since October 15, 2018. Prior to joining us, he was Division President, West Division for Papa Murphy's International located in Vancouver, Washington from February 2013 to October 2018.

VICE PRESIDENT FIELD MARKETING: Brett P. Campbell

Brett Campbell has been our Vice President of Field Marketing since November 1, 2017. Prior to joining us, he was Senior Director, Field Marketing for Papa John's International located in Louisville, Kentucky from March 2013 to November 2017.

VICE PRESIDENT INTERGRATED MARKETING: Jenifer Perrett

Jennifer Perrett has been our Vice President of Integrated Marketing since November 2017. Prior to joining us, she was Vice President, Account Director for Blue Sky Agency located in Atlanta, Georgia from December 2006 to November 2017.

VICE PRESIDENT MENU STRATEGY AND INNOVATION: Alice Crowder

Alice Crowder has been our Vice President of Menu Strategy and Innovation since August 26, 2019. Prior to joining us, she was Vice President, Marketing at Krystal Company located in Dunwoody, Georgia from November 2014 to October 2018.

VICE PRESIDENT BRAND STRATEGY: Karen Anderson

Karen Anderson has been our Vice President of Brand Strategy since January 2020. Prior to joining us, she was Principal and Consultant for The Sankaty Group Consulting located in Atlanta, Georgia from May 2013 to December 2019.

VICE PRESIDENT OF TRAINING AND OPERATIONS SUPPORT: Karen Grissom

Karen Grissom has been our Vice President, Operations Support and Training since September 2019 after serving as our Senior Director of Training since August 21, 2017. Prior to joining us, she was Vice President, Training and Operations Support for Wingstop Restaurants, Inc. located in Dallas, Texas from April 2015 to April 2017.

VICE PRESIDENT OF ENGINEERING AND ENTERPRISE ARCHITECTURE: Michael Fabacher

Michael Fabacher has been our Vice President of Engineering and Enterprise Architecture since March 2020. Prior to joining us, he was Vice President of Engineering at Steading in Atlanta, Georgia from April 2018 to January 2019. Michael also served as the Principal Owner at Hemispheres Consulting located in Atlanta, Georgia from September 2016 to March 2018. Prior to that position, Michael served as the Vice President, Data Architecture/Data Development for Cardlytics located in Atlanta, Georgia from August 2012 to August 2016.

VICE PRESIDENT OF FRANCHISE DEVELOPMENT: Jennifer A. Folger

Jennifer Folger has been our Vice President of Franchise Development since August 2018, after serving as our Senior Director of Franchise Development since November 30, 2015, and after serving as our Director of Franchise Development since January 20, 2015. Jennifer also served as the Senior Director of Development for Tin Drum Asia Café, LLC in Atlanta, Georgia from November 20, 2015 until November 1, 2018.

DIRECTOR OF FRANCHISE DEVELOPMENT: Matt Collins

Matt Collins has been our Director of Franchise Development since May 2019. Prior to joining us, he was Director of Franchise Development at Driven Brands, Inc. located in Charlotte, North Carolina from July 2018 to May 2019. Prior to that he was Director of Franchise Sales at Jackson Hewitt Tax Services from April 2017 to July 2018, and prior to that he was a franchise owner at Overhead Smash Enterprises, LLC for Papa Murphy's Pizza located in Aurora, Colorado from June 2010 to April 2017.

MANAGER, FRANCHISE DEVELOPMENT: Austin G. Sills

Austin Sills has been our Manager of Franchise Development since January 1, 2018, after serving as our Design & Construction Specialist from March 2015 to December 2017.

VICE PRESIDENT OF DESIGN & CONSTRUCTION: Brian Blosser

Brian Blosser has been our Vice President of Design & Construction since January 6, 2019. Prior to joining us, he was Vice President of Development for Pei Wei Asian Kitchen located in Irving, Texas from April 2018 to November 2018. Prior to that, he was Vice President of Development for The Krystal Company located in Atlanta, Georgia from February 2012 to July 2017.

REGIONAL DIRECTOR OF OPERATIONS: Robert "Bob" Fischer

Robert "Bob" Fischer has been one of our Regional Director of Operations since January 2019, after serving as our Regional Director of Area Developers from November 2017 to January 2019, and after serving as one of our Regional Directors of Operations from August 2012 to November 2017. In this capacity, he consults with both our area developers and our franchisees.

REGIONAL DIRECTOR OF OPERATIONS: Christopher O'Connor

Christopher O'Connor has been our Regional Director of Operations since March 2019. Prior to joining us, he was Regional Business Director for Papa Murphy's International located in Vancouver, Washington from September 2015 until March 2019. Prior to that, he was Area Supervisor for Wendy's International located in Dublin, Ohio from September 2012 until September 2015.

DIRECTOR OF CAFE OPENING SUPPORT: Brandon Bedford

Brandon Bedford has been our Director of Cafe Opening Support since June 2018. Prior to joining us, he was Multi-Unit Manager for Petroleum Wholesale located in Spring, Texas from February 2018 to April 2018. Prior to that, he was Sr. Manager, Training and Support for Wingstop Inc. located in Dallas, Texas from July 2014 until December 2018.

VICE PRESIDENT OF REAL ESTATE: Christopher Leavitt

Christopher Leavitt has been our Vice President of Real Estate since July 2019, after serving as our Senior Director of Real Estate since December 18, 2017. Prior to joining us, he was Senior Manager of Development with Dunkin' Brands, Inc. located in Canton, Massachusetts from March 2014 to December 2017.

SENIOR REAL ESTATE MANAGER: Kristen Klein

Kristen has been our Senior Real Estate Manager since January 4, 2018, after serving as our Real Estate Manager since May 2015. Prior to joining us, she was a Real Estate Broker with Kelly & Visconsi Associates, LLC located in Cleveland, Ohio from February 2013 until May 2015.

SENIOR REAL ESTATE MANAGER: Kyley M. Yanker

Kyley has been our Senior Real Estate Manager since July 2019, after serving as of our Franchise Real Estate Manager since October 2016. Prior to joining us, she was a Franchise Real Estate Manager for Tim Hortons located in Ontario, Canada from October 2015 until October 2016. Prior to that, she was a Real Estate Manager for McDonald's Corporation located in St. Louis, Missouri from August 2014 until October 2015.

FRANCHISE REAL ESTATE MANAGER: Melissa A. Tinsley

Melissa A. Tinsley has been our Franchise Real Estate Manager since May 8, 2017. Prior to joining us, she was Senior Real Estate Manager at LeDuff America, Inc. located in Dallas, Texas from March 2013 to May 2017.

FRANCHISE REAL ESTATE MANAGER: Don T. Tomberlin

Don Tomberlin has been our Franchise Real Estate Manager since October 2, 2017. Prior to joining us, he was Area Real Estate Manager at McDonald's USA, LLC located in Sandy Springs, Georgia from March2015 to March 2017.

SENIOR DIRECTOR OF FRANCHISE ADMINISTRATION: Dana L. Lodridge

Dana Lodridge has been our Senior Director of Franchise Administration since May 2019, after serving as our Director of Franchise Administration since November 8, 2013.

ITEM 3. LITIGATION

The following matters relate to us or our predecessor and affiliate, TSFDC.

Prior Actions:

In the Matter of Tropical Smoothie Franchise Development Corporation, Administrative Proceeding Before the Securities Commissioner of Maryland, Case No. 2008-0329. In 2010, the Maryland Securities Division initiated an investigation into the franchise related activities of TSFDC following its review of the compliance Monitor's 2010 Report that was prepared in connection with the requirements of a September 23, 2008 Consent Order, whereby TSFDC, without admitting or denying an violations of law, agreed to engage a franchise law compliance program to monitor its sales activities in Maryland and to Maryland residents for a period of two years. Based upon its investigation, the Maryland Securities Commissioner ("**Commissioner**") concluded that grounds existed to allege that TSFDC violated the registration and disclosure provisions of the Maryland Franchise Law, the 2008 Consent Order, and an Agreement with the Commissioner, in relation to a 2009 offer and sale of a Tropical Smoothie franchise in Maryland. The Monitor's 2010 Report disclosed that TSFDC sold a franchise in Maryland without providing the franchisee with the required Maryland Addendum. The Monitor also noted that TSFDC provided the Maryland franchisee with advertising in the form of a business plan template and break-even

analysis that had not been filed with the Division, as required. In responding to inquiries from the Maryland Securities Division in connection with TSFDC's amendment application of its franchise registration, TSFDC acknowledged that it failed to comply with the Commissioner's requirement to defer the collection of all initial fees received from the franchisee to whom it sold the franchise. On March 10, 2011, the Commissioner and TSFDC agreed to enter into a consent order whereby TSFDC, without admitting or denying any violations of the law, agreed to: immediately and permanently cease from the offer and sale of franchises in violation of the Maryland Franchise Law; diligently pursue the completion of its pending application to amend the franchise offering in Maryland; implement new compliance procedures; pay the Office of the Attorney General a civil monetary penalty of $10,000 and, offer rescission to the franchisee who was sold a franchise in Maryland in violation of the Maryland Franchise Law.

Pacheco v. Tropical Smoothie Franchise Development Corporation, Case No. 10-33167-18), (Circuit Court of the 17th Judicial Circuit, Broward County, Fla., filed July 27, 2010). Plaintiff, Victor Pacheco, was formerly the area developer for the Counties of Bronx, New York, Queens and Richmond territory in the State of New York. On June 26, 2007, TSFDC terminated Pacheco's area sales development agreement based on his (a) failure to conduct himself in a manner consistent with TSFDC's missions, principles and values; and (b) engaging in behavior that presented a health or safety hazard to customers, employees or the general public. Over 3 years later, Pacheco sued TSFDC alleging breach of contract and breach of the implied covenant of good faith and fair dealing arising out of the wrongful termination of the area sales development agreement with TSFDC. Pacheco claims that TSFDC did not have sufficient grounds to terminate the contract and that TSFDC's decision to do so violated the implied covenant of good faith and fair dealing. He seeks an unspecified amount of compensatory damages, lost profits and attorneys' fees. TSFDC denies the claims and has moved to stay the lawsuit pending arbitration in compliance with the contract. TSFDC's motion to compel arbitration and stay the lawsuit was granted by Order dated February 8, 2011. A demand for arbitration in this matter alleging essentially the same facts and claims was filed against TSFDC on June 15, 2012. While denying any liability, to avoid further defense costs, we settled the claim on September 27, 2012 by agreeing to pay Pacheco $75,000 in exchange for his release of all claims and dismissal of the arbitration with prejudice.

Michael J. Hunter, Suzanne J. Hunter and Frederick & Friends, Atlanta, LLC v. Tropical Smoothie Franchise Development Corporation, Tropical Smoothie Café, LLC, Tropical Smoothie, Inc., Eric Jenrich and James Valentino (Case No. 2008CA3779), filed in the Circuit Court of the 2nd Judicial Circuit Court, Leon County, Florida. This lawsuit was filed on November 18, 2008, and amended in April 2010, alleging breach of contract, breach of the implied covenant of good faith and fair dealing, fraud, promissory estoppel, conversion and unjust enrichment and constructive trust. The lawsuit resulted from action TSFDC took in January 2008 to terminate the area development agreement with the Plaintiff, Fredrick & Friends, Atlanta, LLC, the area developer for the Atlanta, Georgia territory (the "**LLC**"). The LLC had assumed the area sales development agreement, dated July 9, 2004 (the "**ASDA**") in September 2007 from Robert Frederick, the original signatory of the ASDA ("**Frederick**"). Frederick owned 50% of the LLC and the individual Plaintiffs, Michael Hunter and Suzanne Hunter (the "**Hunters**"), owned the other 50%. In December 2007, the Hunters had entered into an agreement to purchase Frederick's 50% interest in the LLC and TSFDC's consent to that transfer was requested. TSFDC informed Frederick that its consent to the proposed transfer was conditioned on Frederick maintaining one of TSFDC's franchised restaurants in the Atlanta market that Frederick owned personally (the "**Frederick Cafe**"), and that if he closed the Frederick Cafe TSFDC would not consent to the transfer and, in addition, TSFDC would exercise its right, pursuant to the ASDA, to terminate the ASDA. When Frederick closed the Frederick Cafe in early January 2008, TSFDC terminated the ASDA. The Hunters claim TSFDC breached its agreement to approve their purchase of Frederick's interest in the LLC and that TSFDC fraudulently induced them to enter into the purchase agreement with Frederick. They sought an unspecified amount of compensatory damages, recovery of their investment and unspecified amounts that would have been due them if they acquired the

ASDA, prejudgment interest, and any other relief allowed by the court. TSFDC denies all of Plaintiffs' claims and denies that it made any fraudulent statements or misrepresentations of any kind, whether in violation of a statute or common law. TSFDC counterclaimed against the Plaintiffs' for Plaintiffs' actions which resulted in a diminution in the value of the Atlanta, Georgia market for TSFDC's business, and for libel. After a summary judgment hearing on January 19, 2015, the court granted partial summary judgment as follows: (i) Eric Jenrich and Jim Valentino were granted summary judgment on all claims against them; (ii) TSFDC was granted summary judgment on all claims against TSFDC by Suzanne Hunter; (iii) TSFDC was granted summary judgment on all claims against TSFDC by Michael Hunter, except for fraud in the inducement; (iv) Hunter was granted summary judgment on TSFDC's claim for libel; and (v) TSFDC was granted summary judgment on the Plaintiffs' claim against TSFDC for conversion. While denying any liability, to avoid further defense costs, TSFDC (as the only remaining defendant following the summary judgment hearing), settled the remaining claims on April 7, 2015 by agreeing to pay Michael Hunter $347,500 in exchange for the Plaintiffs' release of all claims and dismissal of the lawsuit with prejudice.

JSG Management Co. v. Tropical Smoothie Café, LLC, (Case No. 01-16-0001-4215), American Arbitration Association in Atlanta, Georgia, filed April 18, 2016. JSG Management Co. ("**JSG**") is a former single-unit franchisee. JSG closed its cafe prior to the end of its term without prior authorization from Tropical Smoothie Café, LLC, and Tropical Smoothie Café, LLC subsequently terminated JSG's franchise agreement. JSG's arbitration demand alleged that Tropical Smoothie Café, LLC breached the franchise agreement by modifying the operations manual to institute a 2009 breakfast initiative, and that Tropical Smoothie made fraudulent financial performance misrepresentations to induce JSG to further invest into its business. Tropical Smoothie Café, LLC asserted that it did not breach JSG's franchise agreement because the agreement gave Tropical Smoothie Café, LLC authority to modify the operations manual and system in its sole discretion. Tropical Smoothie Café, LLC also denied that any fraudulent misrepresentations were made to JSG to induce further investment or otherwise. Tropical Smoothie Café, LLC asserted a counterclaim for breach of contract based on JSG's unauthorized early closure of its café and JSG's breach of its post-termination obligations under the franchise agreement. The parties agreed to settle the matter for payment of $62,500 by Tropical Smoothie Café, LLC and no admission of liability on the part of Tropical Smoothie Café, LLC.

Pending Actions:

In Re: Tropical Smoothie Café Litigation Multiple Claimant Act, Case No. CL2017-6065, pending in the Circuit Court of Fairfax County, Virginia, involved the consolidation of cases that were filed as early as February 7, 2017 in various courts throughout Virginia against Tropical Smoothie Café, LLC as well as various suppliers. The cases were ordered to be consolidated for pre-trial proceedings by the Virginia Supreme Court on July 17, 2017. A related case, **Wood v. Tropical Smoothie Café, LLC, et. al.**, filed August 6, 2018 in the Charlottesville, Virginia, General District Court, Case No. GV18002879-00, was not consolidated**.** The foregoing cases were brought by consumers in the Virginia and surrounding market alleging that they had been diagnosed with or exposed to hepatitis A from strawberries used in smoothies. The lawsuits included claims for breach of warranty, breach of implied warranty, negligence, negligence per se, gross negligence, fraudulent concealment and violation of Section 59.1 *et seq.* of the Virginia Consumer Protection Act. The plaintiffs sought compensatory damages (for personal injuries and prophylactic treatments), treble damages, punitive damages and attorneys' fees. All of the plaintiffs sought damages for amounts ranging up to $500,000 or for an undisclosed amount. Tropical Smoothie Café denied liability in these lawsuits and filed third-party claims against the suppliers of the strawberries, Patagonia Foods, LLC, VLM Foods, Inc., VLM Foods USA, Inc., and the International Company for Agricultural Production & Processing. All of the consumers who alleged illnesses in the consolidated proceedings have settled their claims with the various suppliers and released Tropical Smoothie Café, LLC, without Tropical Smoothie Café, LLC relinquishing any rights or contributing any amounts to the settlements. The

consolidation proceeding was terminated by court order dated March 16, 2020. The only remaining claim involving Tropical Smoothie Café, LLC concerns one of the suppliers' claims for attorneys' fees for which Tropical Smoothie Café, LLC has denied liability. Discovery related to this remaining claim has not yet commenced.

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

ITEM 4. BANKRUPTCY

Our Chief Information and Digital Officer, Michael Lapid, was a minority owner of HotSauce Technologies, Inc. ("**HotSauce**"), in Atlanta, Georgia and served as its Chief Technology Officer from the company's inception until being elevated to Chief Executive Officer in September 2009. Prior to Lapid obtaining employment with Tropical Smoothie Cafe, LLC, on October 6, 2009, HotSauce filed a petition to reorganize under Chapter 11 of the U.S. Bankruptcy Code (*In re HotSauce Technologies, Inc.,* Case No. 09-86632, U.S. Bankruptcy Court, Northern District of Georgia, Atlanta Division). On December 17, 2009, HotSauce held a bankruptcy-court approved auction in which it sold substantially all of its assets. On January 6, 2010, the bankruptcy court approved the sale of HotSauce's assets to HSAC, LLC, the highest bidder in that auction. On October 1, 2010, the case was converted to a liquidation action in Chapter 7 of the U.S. Bankruptcy Code, and a Chapter 7 Trustee was appointed to administer the liquidation of the remaining assets, which were not included in the sale to HSAC, LLC. The Chapter 7 Trustee filed her final account and certification that the estate had been fully administered on June 21, 2013, and the bankruptcy case closed on June 25, 2013.

Other than the listed proceeding, no bankruptcy information is required to be disclosed in this Item.

ITEM 5. INITIAL FEES

Initial Franchise Fee

The initial franchise fee for your first Tropical Smoothie Cafe Restaurant is $30,000, payable in full upon execution of the Franchise Agreement. If we approve, and you purchase additional Tropical Smoothie Cafe Restaurants, then the initial franchise fee for each such additional restaurant is $20,000, payable in full upon execution of the Franchise Agreement(s).

From time to time, we may discount or reduce the initial franchise fees for certain prospects due to special circumstances (e.g., re-opening a closed Tropical Smoothie Cafe Restaurant, a franchisee with multiple units who does not need initial training or support, etc.). During 2019, the initial franchise fees paid to us ranged from $1.00 to $30,000. In all cases, the initial franchise fee is deemed fully earned by us upon receipt and is non-refundable. We use the initial franchise fee to provide training and other services to our franchisees.

We are a member of the International Franchise Association (**"IFA"**) and participate in the IFA's VetFran program, which provides financial incentives to qualified veterans to help them acquire franchised businesses. In support of this program, we currently reduce the initial franchise fee for qualified veterans, to $15,000 for the first and each subsequent Franchised Business developed.

Grand Opening Contribution

If you have not previously developed and opened a Tropical Smoothie Cafe Restaurant, then you will pay to us an amount to be used to pay for your "**Grand Opening Marketing Program**" in accordance

with the Grand Opening Marketing Budget and Plan you and we develop (the "**Grand Opening Contribution**"), unless otherwise required by applicable state law. The Grand Opening Contribution will require you to spend at least $7,500 and will be payable upon execution of the Franchise Agreement. If, for any reason, applicable state law does not permit us to collect the Grand Opening Contribution prior to opening your Franchised Business, then you must pay our approved vendors and service providers for their products and services furnished in accordance with the Grand Opening Marketing Program at the times when due based on invoices presented to you.

Except as described above, we charge the initial franchise fee uniformly to all franchisees. All of the foregoing fees and payments are fully earned by us on receipt and are non-refundable.

Incentive Referral Program

From time to time, we and our Area Developers may utilize incentive referral programs for our existing franchisees and their employees, as well as our vendors, to refer franchise prospects to us. Under these programs, we may pay cash compensation or provide other benefits and inducements for the referral of qualified franchise prospects. In many cases, the compensation or benefit will not be paid unless the franchise prospect enters into a franchise agreement with us. These referral programs may be altered, modified, suspended, or terminated at any time. This referral program is available in all states, with the exception of the State of Washington.

ITEM 6. OTHER FEES

Type of Fee [(1)]	Amount	Due Date	Remarks
Royalty Fee	6% of Gross Sales [(2)]	Payable on Wednesday of each week for the prior week's Gross Sales [(2)]	You must pay the Royalty Fee by electronic funds transfer. (Franchise Agreement, Section 4.B.)
National Marketing Fee	3% of Gross Sales [(2)]	Payable on Wednesday of each week for the prior week's Gross Sales	We may use these funds to create marketing, advertising and promotional materials for your use, or we may use these funds for marketing, advertising, and public relations programs and materials on a system-wide basis. You must pay the National Marketing Fee by electronic funds transfer. (Franchise Agreement, Section 4.D.)
Local Advertising Cooperative Contribution	A minimum 2% of Gross Sales [(2)]	Payable on Wednesday of each week for the prior week's Gross Sales	We (or our designee) administer these funds in accordance with the direction of the cooperative members. You must pay the Local Advertising Cooperative Contribution by electronic funds transfer. Currently, the Local Advertising Cooperative Contribution required by us is equal to 2% of Gross Sales; however, the by-laws for such cooperatives allow each cooperative to vote to increase the contribution above this rate for a certain period of time. (Franchise Agreement, Section 4.E.)

Type of Fee [1]	Amount	Due Date	Remarks
MIS Fee (3)	Currently $50 per month per restaurant	Payable the 3rd week of each month	You must pay us the amount we designate for the use of our mandated management information system (currently Micros/Oracle), which includes auto-polling services of the POS System that you review via the Internet. We deduct this fee from your account by electronic funds transfer. (Franchise Agreement, Section 4.C.)
BOH Fees (3)	One-time implementation fee of $145, and $179/month subscription fee	Implementation fee payable upon implementation/opening of the Franchised Business, and subscription fee payable monthly	You must pay us the amounts we designate for the use of our mandated back of house/ back office ("**BOH**") system. We deduct the BOH fees from your account by electronic funds transfer. (Franchise Agreement, Section 4.C)
Online Ordering (3)	Currently, $55 per month and a $105 per quarter Micros Licensing Fee per each restaurant location	Payable the 3rd week of each month	You must participate in the online ordering services. For the mandated online ordering services, you pay us for installation based on our prepayment to the vendor (currently Micros), then we pay the online ordering vendor (currently Mobo Systems, Inc. d/b/a OLO) the monthly fee on your behalf and invoice you. Currently, the monthly fee is $55 per month. If your restaurant's franchise agreement is transferred within the duration of your contract with the online ordering vendor, a $50 per cafe transfer fee will ensue and will be paid by the transferee. Sales tax is also charged to you in certain states. Currently, we withdraw these fees out of your Local Advertising Cooperative Contribution Account. (Franchise Agreement, Section 4.C.)
Managed Firewall Fee (3)	Currently $103 per month per restaurant	Payable the 3rd week of each month	You must pay us the amount we designate for the use of our mandated managed firewall system, currently administered by Netsurion. We deduct the Managed Firewall Fee from your account by electronic funds transfer. (Franchise Agreement, Section 4.C.)
Interest Charge on Late Payments	The lower of (i) 18% per annum, or (ii) the highest rate permitted by applicable state law	On demand	Only required if payment is late. (Franchise Agreement, Section 4.G.)
Late Fee	$25 per week (or portion thereof)	On demand	Only required if any payment is late. (Franchise Agreement, Section 4.G.)

Type of Fee [1]	Amount	Due Date	Remarks
Non-Compliance Fee	Up to $500 each time you default and for each week (or portion thereof) that the default continues	As stated in our notice	Only required, at our option, if we reasonably believe you have committed an event of default under the Franchise Agreement. (Franchise Agreement, Section 4.H.)
Reimbursement	Our out-of-pocket expenses	Within 15 days of request	Only required if we pay (or have become obligated to pay) monies that you owed to a third party or that you were obligated to pay a third party as part of our system. (Franchise Agreement, Section 4.I.)
Audit Fee	Cost of audit plus interest on late payment	Immediately upon determination by audit	Payable only if (i) we, or a third party selected by us, conduct an audit of your business because you failed to submit required reports or were otherwise not in compliance with our system, or (ii) we find, based on an audit, that you have understated amounts owed to us by 2% or more. (Franchise Agreement, Section 10.H.)
Transfer Fee	5% of the total sales price or $10,000, whichever is greater; or, $2,500 upon transfer of minority interest	Before transferring	Payable when more than a 49% interest in the Franchised Business is transferred to anyone including an unrelated 3rd party. The Transfer Fee is $2,500 if you transfer an interest of 49% or less to someone other than a direct family member or the guarantor of your obligations. (Franchise Agreement, Section 13.B.)
Management Fee	10% of Gross Sales for the period in which we operate the Franchised Business	As agreed	Pursuant to the terms of the Franchise Agreement, payable during the period that our appointed manager manages the Franchised Business to avoid interruption of business operations, at our option, in the event that (i) you or your majority owner dies or becomes disabled, (ii) we elect to purchase the business assets upon expiration or termination of the Franchise Agreement, or (iii) you operate the Franchised Business in a manner that presents a danger to the health or safety of any person. Our management of the Franchised Business will not exceed 90 days without your consent. We will account to you for all income of the Franchised Business during the period in which our manager manages the business. (Franchise Agreement, Section 13.G.)
Default Cure	Our costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee	On demand	Payable if you breach or default under any provision of the Franchise Agreement, and we act to cure the default on your behalf. (Franchise Agreement, Section 14.E.)

Type of Fee [1]	Amount	Due Date	Remarks
Supplier Approval	Reasonable costs and expenses of inspection and testing currently estimated to range from $500 to $2,000	As invoiced	We may require you to pay us for our reasonable costs and expenses if we evaluate a proposed product, service or supplier at your request. (Franchise Agreement, Section 6.L.)
Guest Satisfaction	Reimbursement of our costs and expenses	As invoiced	You must participate in any guest satisfaction and/or franchise compliance programs (e.g., guest surveys, mystery shoppers, social monitoring/response, guest resolution, etc.) that we designate. We may require you to reimburse us for the cost of such programs or to pay the vendors directly. You must also reimburse us if you fail to respond to and resolve any customer complaints or negative feedback, and we choose to do so on your behalf. (Franchise Agreement, Sections 6.S and 6.T.)
Indemnification	Will vary under circumstances	On demand	You must indemnify us when certain of your actions result in loss or damages to us. (Franchise Agreement, Section 17)
Liquidated Damages	Amount equal to the average Royalty Fees for the last 12 months (or shorter period, if the Franchised Business has been in operation less than 12 months), multiplied by the lesser of: (i)18 or (ii) the number of months remaining in the term.	On demand	We may require you to pay us this amount in the event you terminate the Franchise Agreement without cause, or we terminate the Franchise Agreement for cause (Franchise Agreement, Section 15.D.). If applicable law does not permit us to collect liquidated damages, we will be entitled to collect actual damages.
Costs and Attorneys' Fees	Will vary under circumstances	On demand	The prevailing party in any legal proceeding is entitled to reimbursement of its costs and expenses, including reasonable accounting and attorneys' fees. (Franchise Agreement, Section 18.L.)
Business Interruption/Loss of Revenue Insurance Proceeds	Will vary under circumstances	On demand	You must pay us 5% of the insurance proceeds of any business interruption or loss of revenue insurance proceeds that you received in the case of fire or other event that results in damage or destruction of the Franchised Business. If you do not repair or rebuild the Franchised Business in a prompt and timely manner, your Franchise Agreement will automatically terminate. (Franchised Agreement, Section 12.H)
Relocation of Franchised Business	Will vary under circumstances	On demand	You must reimburse us for the out-of-pocket expenses we incur in helping you relocate.

Type of Fee [1]	Amount	Due Date	Remarks
Training	Will vary under circumstances	As incurred	See Item 11 of this disclosure document.
Remodel Marketing Expense	$3,750	As incurred	We may require you to spend $3,750 on marketing for any Remodel. (Franchise Agreement, Section 6.J.)
P&L/Financial Data Software Subscription (3)	Currently $40.00 start-up fee (currently paid by us); $12.95 monthly subscription (paid by us until December 31, 2020; paid by you beginning January 1, 2021)	On demand	You must use a web-/cloud-based subscription software, to capture and benchmark profit and loss and related financial data and report such information to us. Currently, Qvinci is the only approved provider of this software. At this time, the fees associated with use of this software include a start-up fee of $40 and a monthly subscription fee of $12.95. Currently, we pay both the initial start-up fee and monthly subscription fee on behalf of our franchisees. However, beginning on January 1, 2021, you will be required to pay the monthly subscription fee to us via electronic funds transfer. To the extent the monthly subscription fee increases, you will be required to pay such increased fee. We reserve the right to pass the initial start-up fee and/or any increases thereto on to franchisees. We reserve the right to change our approved software provider, our requirements relative to the use of this software, and/or the submission of financial data, including profit and loss statements. (Franchise Agreement Section 4.C.)
Tax Reimbursement	Will vary under circumstances	On demand	You must reimburse us any amounts a taxing authority imposes on us, any "franchise" tax or other tax that is based on your gross sales, gross revenues, business activities, or operation of the Franchised Business. (Franchise Agreement, Section 6.K.)
Third Party Inspection Fees	Will vary under circumstances	On demand	If you have failed to meet our standards after two (2) inspections, and we choose to conduct a third inspection by us or a third party, then you must reimburse us for expenses related to the third inspection, including service fees, travel and living expenses. (Franchise Agreement, Section 6.N.)
Tropical Rewards® Application (3)	Currently $175 one time set up fee; $50 scanner purchase; $75 per month	On demand for setup and scanner; monthly on invoice	You must pay a one-time set up fee and purchase a scanner for use of the Tropical Rewards® Application. The set-up fee, scanner and monthly fee are paid either to us or directly to the vendor as we determine. Currently, these fees are reimbursable through submission of your paid receipts to your Local Advertising Cooperative Contribution Account. (Franchise Agreement, Section 4.C.)

Type of Fee [1]	Amount	Due Date	Remarks
POS License Fee (3)	Currently $1,000 to $4,000 per year	Annually	You must purchase and maintain a license for your POS System. The annual cost of this license depends on the specific POS configuration in the Franchised Business. Previously, franchisees paid this fee directly to the licensor. Currently, we pay this fee on behalf of franchisees and then collect it from them via electronic funds transfer. (Franchise Agreement Section 4.C.)

NOTES:

(1) All fees and expenses described in this Item 6 are non-refundable and subject to change. Except as otherwise indicated in the chart above, we impose all of the fees and expenses listed, and they are payable to us. We may require you to pay any or all periodic or recurring fees to us by electronic funds transfer. We require you to sign the Pre-Authorized Bank Form attached as Exhibit "D" to this disclosure document. We may implement a master cyber insurance policy covering the Tropical Smoothie Cafe brand that will provide one aggregate policy limit to all franchisees for both first- and third-party claims. We reserve the right to require all franchisees to pay to us their proportionate share of coverage under this master policy.

(2) "**Gross Sales**" means all revenue related to the sale of Products and performance of services in at the Franchised Business, whether for cash or credit, and regardless of collection in the case of credit, and income of every kind or nature related to the Franchised Business including without limitation, insurance proceeds and condemnation awards for loss of sales, profits or business; and further including without limitation amounts from gift cards, delivery, catering and off-site consumption. Gross Sales does not include (i) bona fide refunds to customers, (ii) revenues from sales taxes or other add-on taxes collected from customers by you and actually transmitted to the appropriate taxing authority, (iii) sales of used equipment not in the ordinary course of business, or (iv) sales of gift cards or similar products (but the redemption of any such card or product will be included in Gross Sales). You may not deduct payment provider fees (e.g., bank or credit card company fees and gift card vendor fees) from your Gross Sales calculation.

(3) You may not charge surcharges for any fees associated with customers paying by credit card, or any other form of payment. Such surcharges include, but are not limited to, credit card processing fees.

We are in the process of rolling out a new BOH system. As the new BOH system is rolled out to Tropical Smoothie Cafe Restaurants, those restaurants will be required to pay the one-time implementation fee and the monthly BOH subscription fee. Restaurants may incur additional costs for optional integrations. In addition, we are currently evaluating, and plan to pilot in certain Tropical Smoothie Cafe Restaurants in 2020, a POS system (as more fully described in Item 11) that is different from those currently required. If and when we implement the new POS system, the total fees and costs associated with the new POS system, including subscription fees and technical support fees, may be different from, and more than, those disclosed above.

We anticipate rolling out a new system-wide platform for the Tropical Rewards Application in 2020 (as more fully described in Item 11). If and when we implement this system-wide change, the fees and costs associated with this new platform may be different from, and more than, those disclosed above.

We pay the MIS Fee to our MIS provider (currently Micros/Oracle) on behalf of our franchisees and then collect a $50 fee from our franchisees via electronic funds transfer. The amount that we pay to our MIS provider may be slightly more or less than the amount we collect from each Tropical Smoothie Cafe Restaurant. Any surplus MIS Fees paid by our franchisees are deposited into the NMF Account (as defined in Item 11 below) and used for the benefit of our franchisees and their national marketing efforts.

We reserve the right to aggregate these individual fees into a monthly technology fee, which may include different, additional, or increased amounts, including those related to the new POS and BOH office systems referenced above.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT
END-CAP OR IN-LINE LOCATION*

Type of Expenditure	Amount	Method of payment	When Due	To Whom Payment is to Be Made
INITIAL FRANCHISE FEE (1)	$15,000 to $30,000	Lump sum	When the Franchise Agreement is signed	Us
PROFESSIONAL FEES (2)	$5,500 to $18,500	As arranged	Before opening and as incurred	Designated Licensed Architect, Attorney/Accountant
RESTAURANT FIXTURES, FURNITURE AND EQUIPMENT (including point of sale/cash register system) (3)	$83,000 to $135,500	Lump sum	As arranged	Designated Equipment Vendor
LEASEHOLD IMPROVEMENTS (4)	$75,000 to $249,000	Lump sum	Before opening	Designated Licensed Contractor or Designated Source
SIGNAGE	$4,500 to $16,500	Lump sum	Before opening	Suppliers
INITIAL INVENTORY (5)	$6,000 to $16,000	Lump sum	Before opening	Suppliers
INITIAL TRAINING EXPENSES (6)	$1,000 to $12,000	Lump sum	As incurred	Your Employees, Suppliers of Transportation, Food, Lodging
INITIAL DEPOSITS (7)	$1,000 to $17,000	As arranged	As incurred	Landlord, Utility Providers, Insurance Companies, & Government Agencies
GRAND OPENING CONTRIBUTION (8)	$2,500 to $7,500	Lump Sum	When the Franchise Agreement is signed	Us
ADDITIONAL FUNDS (WORKING CAPITAL) (3 to 6 months) (9)	$5,000 to $41,500	As needed	As needed	Third parties
TOTAL (10)	**$198,500 to $543,500**			

*The amounts provided in this table are based on estimated costs for End-Cap or In-Line Tropical Smoothie

Cafe Restaurants, which including those located in or at "strip style" retail shopping centers but does not include drive-thrus. These End-Cap and In-Line Tropical Smoothie Cafe Restaurants typically range in size from 1,200 to 1,900 square feet. If your Franchised Business includes a drive-thru, the additional expense (including the cost of leasehold improvements, restaurant fixtures and equipment, and other costs) would be approximately $30,000 to $40,000.

NOTES:

1. Franchisees wishing to open more than one Tropical Smoothie Cafe Restaurant must sign a Franchise Agreement and pay an initial franchise fee for each additional restaurant. The initial franchise fee for the second and each subsequent Tropical Smoothie Cafe Restaurant is $20,000.

2. You will be provided a set of plans for recommended construction in conformity with mandatory design specifications. You may be required by local codes and regulations to retain a licensed architect or equivalent professional to review or certify the plans and/or to oversee construction. The lower ranges assume that the site was formerly used as a restaurant so that the plans can utilize existing plumbing, electrical, etc.

3. Fixtures, furniture, equipment, and technology needed to operate the Franchised Business includes (without limitation) tables and chairs, wall cabinets, merchandise display units, millwork, shelving, sinks, microwave, worktables, ovens, steamers, small wares, ice machine, blenders, refrigerators, mixing bar, ice wells, freezers, menu boards, artwork, point of sale/cash register system, and software. You must purchase the equipment, furnishings, and other items from these designated suppliers before your Franchised Business opens. The cost of these items, purchased new, ranges from $83,000 to $135,500, depending on type and quantity of equipment as well as freight and storage costs. The types of costs are uniform among franchisees but may vary depending on factors like the size and layout of the Franchised Business and whether new or used fixtures and equipment are utilized. For instance, in certain areas of the country, to the extent available and subject to our approval, we may allow you to purchase pre-owned equipment that meets our specifications and standards, and thus, reduce the cost of these items. Also, as stated in note 4, landlord improvement incentives are sometimes available for fixtures and equipment. Likewise, for sites recovered from closed restaurants, leftover fixtures and equipment held by the landlord that meets our specifications and standards can be utilized. This may include kitchen equipment, seating, bathroom fixtures, air conditioning and other items. Payment is due upon receipt of invoice and is nonrefundable. You will pay the approved supplier of the operations management platform a one-time setup fee which is currently $199 excluding the fee for hardware (iPad(s), mounting bracket, etc.) and an ongoing monthly fee which is currently $50 per month. You will pay the approved supplier of the mandated mobile application, the "Tropical Rewards® Application," a one-time setup fee which is currently $175 and an ongoing monthly fee which is currently $75 and variable interchange fee at a current minimum of 4.5 cents per transaction and a minimum of 2-2.32% variable percentage dependent on varying volume of transactions. We anticipate rolling out a new system-wide platform for the Tropical Rewards Application in 2020 (as more fully described in Item 11). If and when we implement this system-wide change, the fees and costs associated with this new platform may be different from, and more than, those described above. We are currently evaluating, piloting, and/or implementing in some Tropical Smoothie Cafe Restaurants, new POS and BOH systems (as more fully described in Item 11). If and when we implement these new systems, the initial investment associated with them, may be different from, and more than, the amounts disclosed above.

4. These amounts are our best estimate of finish-out costs only. Labor and material costs may vary significantly in accordance with local variations in wage rates, labor efficiency, union restrictions and availability, and price of materials. Finish-out costs are based on leasing unfinished space that consists of

walls, plumbing, concrete slab, lighting, HVAC, and electricity. We are unable to calculate the exact real estate investment required of each franchisee for a Tropical Smoothie Cafe Restaurant due to the many factors which influence the total project costs, such as location, amount of space leased (1,300 to 2,000 sq. ft.), amount of remodeling needed and so forth. In addition, you may be able to negotiate certain incentives from your landlord in the form of tenant improvement dollars and initial free rent, which, if available, will reduce the effective cost of your build-out. The lower range of the estimates anticipates that landlord improvement incentives will be available to construct much of the improvements. The amount of landlord incentives can vary widely depending on many factors including, without limitation: financial capacity of the landlord, competitive retail leasing locations, market conditions for rental rates, occupancy of the site, and status of other leases. The use of landlord improvement money may also result in higher rent or occupancy costs. Also, some sites may have shells of restaurants left vacant from prior tenants so that it costs less to convert the sites to conform to our specifications. This includes the possibility that existing walls, plumbing, concrete slab, lighting, HVAC and electricity can be utilized. The availability of such sites may be limited or absent in your market. There is no assurance that you will be able to find sites that have these options available to you. The amount does not reflect an investment in real estate, since it is assumed that you will lease your premises. The expenditures described above assume that your Franchised Business does not include a drive-thru option for customers. If your Franchised Business includes a drive-thru, the additional expense (including the cost of leasehold improvements, restaurant fixtures and equipment, and other costs) would be approximately $30,000 to $40,000.

5. This item includes all initial inventory necessary for you to open, including, without limitation, food, paper products, cleaning supplies, and employee uniforms.

6. You are responsible for all transportation, meal and other expenses associated with the initial training program for you and/or your managers, designees and employees. The cost will depend on the distance you must travel and the type of accommodations you choose. We are currently exploring and developing a new certified cafe training program (as more fully described in Item 11). If and when we implement this new training program, the initial investment associated with training may be different from, and more than, the amounts disclosed above.

7. This item includes all deposits, business licenses, and prepaid expenses, which may include security deposits, utility deposits, insurance deposits, building inspection fees, occupational license fees, food service licenses, and the like, and will vary from one jurisdiction to the other. This amount may vary depending upon how many Tropical Smoothie Cafe Restaurants you develop and operate. See Item 8 for a description of the current insurance requirements for a Tropical Smoothie Cafe Restaurant.

8. If you have not previously developed and opened a Tropical Smoothie Cafe Restaurant, you must conduct a Grand Opening Marketing Program for your Franchised Business in accordance with our Manuals, utilizing the tools, timing, technologies, services and products we authorize and direct. You and we will develop a Grand Opening Marketing Budget and Plan following the Grand Opening process described in the Manuals. You must spend at least $7,500 (not counting cost of food and smoothies) on a Grand Opening Marketing Program for the Franchised Business during the Grand Opening time period beginning approximately 60 days before opening the Franchised Business through 30-60 days afterwards. You will pay to us the Grand Opening Contribution and we will administer payments to service providers and other vendors out of such funds. If, for any reason, we are unable to collect the Grand Opening Contribution from you when you sign your Franchise Agreement, then you must pay the service providers and vendors as and when we direct in accordance with the Grand Opening Marketing Budget and Plan. If you have previously developed and opened a Tropical Smoothie Cafe Restaurant, you must spend a minimum of $2,500 (exclusive of the cost of food and smoothies) to conduct a Grand Opening Marketing Program for your Franchised Business during the Grand Opening time period beginning approximately 60

days before opening the Franchised Business through 30-60 days afterwards. We will not collect this amount and you will be obligated to pay vendors and service providers directly.

9. This estimates your start-up expenses. The estimate is intended to cover items such as possible initial operating losses, additional insurance, rent and security deposits, miscellaneous additional pre-opening costs, payroll, utilities, additional legal and accounting fees, and payments to any governmental agency that are necessary to open a Tropical Smoothie Cafe Restaurant. In addition, you should be prepared to have cash available to pay your personal living expenses during the first 3 to 6 months of operation. This is only an estimate however, and the necessary amount of working capital will vary considerably with each franchisee. We cannot guarantee that this amount is sufficient. You may require additional working capital over and above this estimated amount if your sales are low or if your fixed costs are high.

10. Your initial investment will vary depending upon the method and amount of financing that you use. The initial franchise fee, equipment, and other items are shown in full, although they may be financed or leased through third parties, and except where the low ranges are based in part on either landlord incentives, conversions of prior tenant's locations, and used fixtures and equipment. We have relied on historical experience provided by our franchisees to compile these estimates. The total actual cost to construct and operate each Tropical Smoothie Cafe Restaurant has varied from the estimates shown above, and no particular outlet has experienced the high or low estimate for every category. The amounts shown are estimates only and may vary for many reasons, including, without limitation, your management skill and experience, your business acumen, local economic conditions, and sales reached during the initial operating period. **Estimated initial investment costs may be substantially higher in certain states and locations, including but not limited to, New York, California, Nevada and Hawaii**. You should review these figures carefully with a business advisor before making any decision to purchase the Franchised Business.

The amounts described above are not refundable unless otherwise stated.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

In order to maintain the reputation, goodwill, high standards, quality and uniformity of the System, the Franchise Agreement restricts the sources of products and services you utilize in establishing and operating your Franchised Business. We have the right to require some items to be purchased only from us or our affiliates. Some items can only be purchased from suppliers we have designated or approved, and others only in accordance with our standards and specifications. The source for virtually all of your purchases is restricted in some way. The following table summarizes the approximate percentages of your purchase of goods and services through sourcing restrictions, based on the nature of the restriction:

Required Purchases From Us or Our Affiliates	Required Purchases from Approved Suppliers	Required Purchases in Accordance with Our Specifications and Standards
Establishment - 0%	Establishment - 40%	Establishment 50%
Operation - 0%	Operation - 90%	Operation - 10%

Purchases from Us

You may be required to purchase certain products, equipment, or services directly from us or our affiliates. Currently, we do not require you to purchase any items from us or our affiliates. During 2019, we did not derive any revenue from direct sales of equipment, products, or services to franchisees. We and

our affiliates reserve the right to become an Approved Supplier, or the only Approved Supplier, for any goods or services in the future

There are no required suppliers in which any of our officers own an interest.

Purchases from Approved Suppliers

To maintain the superior quality of the goods and services sold by Tropical Smoothie Cafe Restaurants and the reputation of the System, you must purchase or lease fixtures, equipment and supplies, furnishings, products and services, and related items from suppliers that we designate or approve.

We may change approved suppliers periodically upon written notice to you. We will identify all designated and approved suppliers in our Manuals or other written or electronic communications. We do not make any express or implied warranties for any products or goods that we recommend for your use.

Purchases According to Standards and Specifications

In order to maintain the uniformly high standards and reputation of the System, you are required to purchase or lease certain items in accordance with the specifications and guidelines issued by us. This requirement applies to design and build-out standards, computerized point-of-sale and cash register system, signage, menu boards, uniforms, beverage and food products, branded paper goods, and supplies to be used in developing and operating the Franchised Business (some of which must be purchased from approved suppliers). Specifications may include minimum standards for quality, quantity, delivery, performance, design, appearance, durability, style, warranties, price range, and other related restrictions. We consider these specifications to be of critical importance to the success of the System. All of these specifications and guidelines are more fully described in our Manuals.

Site Selection − The location for your Franchised Business must satisfy our site selection criteria, which we may modify. Before you acquire the premises for the Franchised Business, you must submit to us all information that we request. We will have 30 days after we receive the information from you to determine whether the proposed site meets our site selection criteria. We will not unreasonably withhold our acceptance, but no site will be deemed to conform to our criteria unless we have expressly indicated that in writing. If you have not heard from us within such 30-day period, the proposed site is deemed rejected. We have the right to ensure that the proposed lease or sublease for the premises satisfied the leasing standards we prescribe before you sign it. We may require you and your landlord to sign our standard Addendum to Lease Agreement/Conditional Assignment of Lease.

Construction and Opening − You are responsible for developing the Franchised Business in compliance with our standards and specifications. We will furnish you with mandatory and suggested specifications and layouts for a Tropical Smoothie Cafe Restaurant, including requirements for dimensions, design, color scheme, image, interior layout, décor, fixtures, equipment, signs and furnishings. Our specifications and layouts are not intended to contain, address or comply with the requirements of any federal, state or local law, code or regulation, including those concerning the Americans with Disabilities Act or similar rules governing public accommodations for persons with disabilities. You are obligated, at your expense, to have an approved, licensed architect prepare all required construction plans and specifications to suit the shape and dimensions of the accepted site and to ensure that the plans and specifications comply with applicable ordinances, building codes, permit requirements, lease requirements and restrictions, and the mandatory specifications and layout provided by us. You must use an approved, licensed architect or obtain our prior written approval of your licensed architect. You must use an approved, licensed general contractor to oversee the construction of the Franchised Business or obtain our prior written

approval of your licensed general contractor. Design quality is important to us, and we have the right to review and accept all plans and specifications and to confirm that construction is completed in conformance with our architectural and design standards and specifications for a Tropical Smoothie Cafe Restaurant. Our review is not designed to assess potential for success or compliance with federal, state or local laws or regulations and is limited to assessing compliance with our standards and specifications for a Tropical Smoothie Cafe Restaurant. If we so request, you must provide a schedule setting forth in detail the anticipated dates on which you will: (i) deliver the final construction plans for the Franchised Business; (ii) receive all necessary building permits; and (iii) complete construction (we may inspect construction of the Franchised Business at all reasonable times). You must complete construction and begin operations of the Franchised Business within 12 months of the date that you sign the Franchise Agreement. You may not open the Franchised Business to the public until you have received our approval.

Computer Hardware and Software − You are required to purchase or lease the computer system, including among other things, the point-of-sale system, cash register(s), hardware, software, and peripheral devices described in Item 11 of this disclosure document.

Advertising and Promotional Materials − All of your advertising and promotions must conform to our standards and requirements. We must approve all advertising and promotional materials before you use them. You must submit to us electronic proofs of any and all promotional and marketing materials at least 15 days prior to production/use to the extent such materials have not been prepared by us or previously approved by us during the 12-month period preceding the date of proposed use. We will make reasonable efforts to approve or disapprove proofs within 10 days after we receive them. If you have not heard from us within such 10-day period, the proposed materials are deemed not approved. You must not use the advertising or marketing materials until we have approved them and must promptly discontinue using any advertising or promotional materials if we notify you to do so.

Insurance − Before beginning any operations under the Franchise Agreement, you must obtain and maintain in full force and effect at all times during the term of the Franchise Agreement, at your own expense, insurance coverage that we require periodically. We may regulate the types, amounts, terms and conditions of insurance coverage required for your Franchised Business, and standards for underwriters of policies providing required insurance coverage, including (a) our protection and rights under these policies as an additional insured; (b) required or permissible insurance contract provisions; (c) assignment of policy rights to us; (d) periodic verification of insurance coverage that must be furnished to us; (e) our right to obtain insurance coverage at your expense if you fail to obtain required coverage; and, (f) similar matters relating to insured and uninsured claims.

All policies must be written by an insurance company rated "A" or better by A.M. Best Company, and that is otherwise satisfactory to us. You must be named as the insured on all policies. You are currently required to purchase and maintain throughout the term of the Franchise Agreement:

1. Comprehensive general liability insurance, including contractual liability, broad form property damage, personal injury, advertising injury, product liability, employee liability, employee benefits liability, completed operations and independent contractors coverage, legal liability coverage with a minimum of $500,000 in coverage, and fire damage coverage in the amount of $1,000,000 per occurrence, with $2,000,000 aggregate coverage (or such higher amount as required by the lease for the premises);

2. An "umbrella" policy providing excess coverage with limits not less than the following amounts, depending upon the number of Tropical Smoothie Cafe Restaurants that you (or your affiliate) develop and operate:

Number of Cafes	Minimum Coverage
1-3	$1,000,000
4-6	$3,000,000
7-9	$5,000,000
10-15	$7,000,000
More than 15	$10,000,000

;

3. Automobile liability coverage, including coverage of owned, non-owned and hired vehicles, with coverage in amounts not less than $1,000,000 combined single limit and additional liability coverage as needed for delivery services;

4. Worker's compensation and employer's liability insurance in the minimum amount of $500,000 or a higher limit as required by applicable law, as well as such other insurance as may be required by applicable law; and

5. "All risks" or "special form" coverage for the full replacement of the Franchised Business premises and all personal property and equipment on Site or used in the Franchised Business.

In addition to these coverages, you may want to consult with an insurance professional or business advisor about other types of insurance for your Franchised Business, including but not limited to, business interruption insurance, employment practices liability insurance, data privacy/cyber liability insurance and food contamination insurance.

The cost of the required coverages will vary depending on the insurance carrier's charges, terms of payments, and your history. All insurance policies, except for workers' compensation and employment liability insurance policies, must name us, our affiliates, and your Area Developer (if any) as an additional insured party. In addition, you and your insurance company must waive all rights of subrogation against our affiliates and us under your general liability, automobile liability and liability umbrella policies. At least 15 days prior to the opening of the Franchised Business and at least 30 days in advance of each policy renewal date, you must submit to us certificates evidencing the existence and continuation of proper coverage. Such certificates of insurance must include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least 30 days prior written notice to us. In addition, if requested by us, you will deliver to us a copy of any insurance policy or policies that we require. We do not derive revenue as a result of your purchase of insurance.

In connection with any construction, leasehold improvements, renovation, refurbishment, or remodeling of the premises of the Franchised Business, your licensed general contractor must maintain comprehensive general liability insurance (with comprehensive automobile liability coverage for both owned and non-owned vehicles, builder's risk, product liability and independent contractors coverage) in at least the amount of $1,000,000 with us named as an additional insured, as well as worker's compensation and employer's liability insurance as required by state law.

Supplier Approval Procedure

If you propose to purchase or lease any services or products not previously approved by us in writing (for services and products that require supplier approval), you must first notify us. We may require (among other things) submission of sufficient information, specifications and/or samples for us to determine whether the product or service complies with our standards and specifications, or whether the supplier meets our approved supplier criteria. We generally apply the following criteria (among others) in considering whether the supplier will be designated as an approved supplier:

1. Ability to produce the products, services, supplies, or equipment and meet our standards and specifications for quality and uniformity;

2. Production and delivery capabilities and ability to meet supply commitments;

3. Integrity of ownership (to assure that its association with us would not be inconsistent with our image or damage our goodwill); and

4. Financial stability.

You are responsible for all reasonable expenses incurred by us in connection with evaluating the product, service or supplier. Although we are not required to approve or disapprove supplier requests within any particular time period, we generally respond within 30 days after we receive your written request. You must not use suppliers unless and until we approve them. Suppliers must maintain our standards in accordance with written specifications and any modifications. Failure to correct a deviation from the System's specifications will result in the termination of status as an approved supplier, and you must promptly discontinue using any suppliers whose approved status is terminated.

Purchasing Arrangements

We may (but are under no responsibility to) negotiate contracts and pricing with suppliers, manufacturers, and distributors for your benefit. We may also (but are under no responsibility to) negotiate with suppliers, manufacturers, and distributors to receive discounts or rebates on certain items you must purchase. Our rebate programs vary depending on the supplier and the nature of the product or service and are based on either a percentage of sales or a fixed amount or range per specified unit or quantity of product (i.e., per case or per pound). For the fiscal year ended December 29, 2019, we received rebates of $12,835,000, which amounted to approximately 17% of our total revenues of $75,874,000. These rebates were collected in connection with purchases by franchisees of certain items from approved or designated suppliers, including without limitation, potato chips, chicken, frozen fruit, tortillas, yogurt and Sysco purchases. This rebate figure includes an annual flat fee in the amount of $100,000 we receive from Sysco as an incentive to continue our ongoing relationship with them as a supplier. In 2019, we contributed some of our rebate revenue to a brand and technology fund which is used to fund system-wide brand and technology initiatives, including without limitation, purchase of equipment for cafes (sandwich presses and produce wash equipment), centralized cafes technology support desk and guest support services, development and testing of a new mobile application (including purchase of application scanners for cafes), new point of sale and back of house office systems development, testing and implementation, contributions toward annual franchisee convention costs, and other supply chain initiatives. Unused brand and technology fund rebates are carried forward to the next year.

The price(s) of any or all of the items you must purchase from suppliers and other third parties may increase. Costs of goods may vary from month to month, depending on factors such as the volume of

purchases, usage, vendor minimums, inventory turns, ingredients costs, market demand, market supply, freight and other similar factors. Cost of goods may vary by geographic area due to freight charges incurred as a result of stocking of products in multiple distribution centers. Freight costs for franchisees entering new markets may be higher than those franchisees incur in other markets, and you should adjust your cost projections accordingly. We reserve the right to sell some products associated with the Tropical Smoothie Cafe brand to different retail outlets, including among others, grocery stores or warehouse retailers. We and our affiliates reserve the right to become an Approved Supplier, or the only Approved Supplier, for any goods or services at some point in the future.

We may negotiate agreements with suppliers that include marketing funds that are pooled and directed to local or national advertising funds. These agreements allow the supplier to consistently achieve market wide promotional goals when advertising their products with the Tropical Smoothie Cafe brand.

We pay the MIS Fee to our MIS provider (currently Micros/Oracle) on behalf of our franchisees and then collect a $50 fee from our franchisees via electronic funds transfer. The amount that we pay to our MIS provider may be slightly more or less than the amount we collect from each Tropical Smoothie Cafe Restaurant. Any surplus MIS Fees paid by our franchisees are deposited into the National Marketing Fund and used for the benefit of our franchisees and their national marketing efforts.

Miscellaneous

There currently are no purchasing or distribution cooperatives. Although we are not required to do so, we currently negotiate purchase arrangements with suppliers (including price terms) for most of the products and services you will purchase for use in operating the Franchised Business. In doing so, we seek to promote the overall interests of the System and company-owned operations. We do not provide material benefits to you (for example, renewal or granting additional franchises) for purchasing particular products or services or using a particular supplier, although franchisees may have their franchise agreements terminated or not renewed if they use unapproved suppliers.

In addition, certain Tropical Smoothie Cafe suppliers may sponsor and/or make contributions to us (which do not derive from franchisee purchases) that we use to fund system-wide brand and technology initiatives (as described more fully above).

Except as described above, neither we nor our affiliates currently derive revenue or other material consideration as a result of your required purchases or leases.

ITEM 9. FRANCHISEE'S OBLIGATIONS

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

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	Sections 5.A., 5.B. and 5.C.	Items 7, 8 and 11
b. Pre-opening purchases/leases	Sections 5.C., 5.D., 5.H., 6.A., 6.L., 6.Q. and 8.A.	Items 5, 7, 8 and 11
c. Site development	Sections 5.D. and 5.H.	Items 5, 7, 8 and 11

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
d. Initial and ongoing training	Sections 5.G., 5.I., 6.E., 6.F.	Item 11
e. Opening	Sections 5.F. and 5.I.	Item 11
f. Fees	Sections 4, 6.J, 6.K., 6.N., 10.H., 11.C., 13.B., 13.G., 14. E., 15.D., 17, and 18.	Items 5 and 6
g. Compliance with standards and policies/operating manuals	Sections 5, 6, 8, and 10	Item 11
h. Trademarks & proprietary information	Sections 7 and 9	Items 13 and 14
i. Restrictions on Products and Services Offered	Section 6	Items 8 and 16
j. Warranty and customer service requirements	Sections 6.S. and 6.T.	Item 6
k. Territorial development and sales quota	Not applicable	Not applicable
l. Ongoing product/service purchases	Section 6	Item 8
m. Maintenance, appearance and remodeling requirements	Sections 6.A., 6.H., 6.J., and 13.B.	Item 11
n. Insurance	Section 12	Items 7 and 8
o. Advertising	Section 11	Items 6, 8 and 11
p. Indemnification	Section 17	Item 6
q. Owners participation/management/staffing	Sections 6.A. and 6.C.	Items 11 and 15
r. Records and reports	Section 10	Item 17
s. Inspections and audits	Sections 6.N. and 10.H.	Items 6 and 11
t. Transfer	Section 13	Items 6 and 17
u. Renewal	Section 2.B.	Items 6 and 17
v. Post-termination obligations	Sections 15 and 16.B.	Item 17
w. Non-competition covenants	Section 16	Item 17
x. Dispute resolution	Section 18	Item 17
y. Owner's Guaranty	Section 5.B.; Exhibit "E" to this disclosure document	Item 15

ITEM 10. FINANCING

Neither we nor any of our agents or affiliates offers direct or indirect financing to you, or guarantees any note, lease or obligation.

We do, however, participate in the IFA's VetFran program, which provides financial incentives to qualified veterans to help them acquire franchised businesses.

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

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

Pre-Opening Obligations: Before you open your Franchised Business:

1. If the location for your Franchised Business has not been accepted at the time you sign the

Franchise Agreement, we will designate a geographic area ("**Designated Area**") within which the Franchised Business is to be located. The Designated Area for your Franchised Business will be inserted into the Franchise Agreement before you sign the Franchise Agreement. The Designated Area is delineated for the sole purpose of site selection and does not confer any territorial exclusivity or protection. (Section 5.A. of the Franchise Agreement)

2. We will provide to you our criteria for Tropical Smoothie Cafe Restaurants. We will review and advise you regarding potential locations that you submit to us. (Section 3.A.1. of the Franchise Agreement) Generally, we do not own the premises and do not lease it to you.

3. We will review, accept or reject your site for the Franchised Business in the Designated Area. (Section 5.A. of the Franchise Agreement) We will use reasonable efforts to accept or reject a site that you propose within 30 days after we receive from you a complete site report and any other materials that we may require for assessing potential. If you have not heard from us within such 30-day period, the proposed site is deemed rejected. The factors that will affect our acceptance include demographic characteristics of the proposed site, traffic patterns, parking, the predominant character of the neighborhood, competition from other businesses providing similar services within the area, the proximity to other businesses (including other Tropical Smoothie Cafe Restaurants), the nature of other businesses in proximity to the proposed site, and other commercial characteristics (including the purchase price or rental obligations and other lease terms for the proposed site) and the size of the premises, appearance and other physical characteristics of the premises, financing, building permits, zoning, local ordinances, and anticipated timetable for the installation of equipment, furniture and signs. You must acquire your site (by purchase, lease, or sublease) within 6 months of the date of your Franchise Agreement. You must open your Franchised Business within one year of the date of your Franchise Agreement. If you fail to do so, we may terminate the Franchise Agreement. (Sections 5.A., 5.C., and 5.D. of the Franchise Agreement)

   If you commit to develop more than one Tropical Smoothie Cafe Restaurant under a Multi-Unit Development Addendum in the form attached as Exhibit C to this disclosure document, the site acquisition and opening deadlines will be determined based on a number of relevant factors (as determined by us in our sole discretion), including but not limited to: your experience, the cumulative number of Franchised Businesses you have open and operating, and the type of market and market conditions of the trade area where the Tropical Smoothie Cafe Restaurants will be developed and operated.

4. We will review and accept or reject the lease for your site. (Section 5.B. of the Franchise Agreement)

   You must obtain our acceptance of the lease or sublease (or any modification or amendment) for the location before you sign it, or any renewal of it. We may condition our acceptance of the lease (or sublease) on the execution by you, the landlord and us of the Addendum to Lease Agreement/Conditional Assignment of Lease (a copy of which is attached as Exhibit "G" to this disclosure document).

5. We will provide to you our mandatory and suggested specifications and layouts for a Tropical Smoothie Cafe Restaurant, including requirements for dimensions, design, color scheme, image, interior layout, décor, furnishings, equipment, signs, fixtures, opening

inventory, and supplies. (Section 3.A.2. of the Franchise Agreement)

You are solely responsible for developing and constructing the Site for your Franchised Business, for all expenses associated with it, for conforming the premises to local ordinances and building codes and obtaining any required permits, and for compliance with the requirements of any applicable federal, state or local laws. You must use a licensed architect approved by us to prepare the plans and specifications for your Franchised Business. You must use a licensed general contractor approved by us to oversee construction of the Franchised Business.

6. We will provide, or grant access to, our lists of approved suppliers. (Section 3.A.3. of the Franchise Agreement).

7. Upon your request, we will review and advise you regarding your pre-opening business plan. (Section 3.A.4. of the Franchise Agreement).

8. If the Franchise Agreement relates to your first Tropical Smoothie Cafe Restaurant, we will provide our initial training program, which is described below. (Section 3.A.5. of the Franchise Agreement). Training for additional cafes may vary based on the needs of the franchisee.

9. We will have a representative support your business opening with at least 5 days on-site opening assistance (but if you already have 2 or more Tropical Smoothie Cafe Restaurants in operation, we are not obligated to provide onsite opening assistance). (Section 3.A.6. of the Franchise Agreement).

10. We will loan you (or provide you electronic access to) a copy of our operating manuals (the "**Manuals**"), which will include specifications for equipment, supplies, inventory, management, and operation. The Manuals are confidential and remain our property. (Section 3.A.7. of the Franchise Agreement). The Manuals may be provided in several volumes or parts. We may provide you with any portion or all of the Manuals, as well as other instructional materials, through electronic media, including the Internet. A copy of the Table of Contents of our Manuals is attached as Exhibit "I" to this disclosure document.

Continuing Obligations: During the operation of the Franchised Business:

1. We will provide such general advisory assistance and field support deemed by us to be appropriate in the ongoing operation, advertising and promotion of the Franchised Business. (Section 3.B.1. of the Franchise Agreement)

2. We may provide you with specific individual or group advice, consultation and assistance rendered by personal visit or telephone through newsletters, bulletins, or other communication (delivered in hard copy or digitally); such advice, consultation and assistance will be available from time to time, as we deem appropriate. (Section 3.B.1. of the Franchise Agreement)

3. We will provide recommended prices for certain products offered by franchisees of the System and may specify required prices for certain products at certain times. (Section 3.B.2. of the Franchise Agreement)

4. We will provide you with our recommended procedures and tools for administration, bookkeeping, accounting (including accounting software), and inventory control. We may make any such procedures required (and not merely recommended) as part of the System. (Section 3.B.3. of the Franchise Agreement)

5. We will provide updates, revisions and amendments to our Manuals to adapt the System to changing conditions, competitive circumstances, business strategies, business practices, technological innovations and other changes as we deem appropriate. (Section 3.B.4. of the Franchise Agreement).

6. On a periodic basis, we (or our third-party designee) will conduct (as we deem advisable) quality control reviews of the Franchised Business. (Section 3.B.5. of the Franchise Agreement).

7. We will manage the NMF Account and oversee advertising, promotion and marketing programs. (Section 3.B.6. of the Franchise Agreement)

8. We will maintain the website for Tropical Smoothie Cafe, which will include your Franchised Business' location and telephone number. (Section 3.B.7. of the Franchise Agreement)

9. We will provide, or grant access to, our lists of approved suppliers, as changed from time to time. (Section 3.B.8. of the Franchise Agreement)

We may delegate certain of our duties and responsibilities to an Area Developer (see Item 2 and Exhibit "K" of this disclosure document for Area Developers in your State). Although we may voluntarily provide additional services, no additional duties may be implied because we provide those additional services (if any). We have no implied duties or other duties not expressly stated in the Franchise Agreement.

Advertising and Promotion

Approval of Advertising. All promotional and marketing materials that you propose to use must conform to our standards and requirements as specified in our Manuals. You must provide us with all proofs of promotional and marketing materials in electronic format for our approval at least 15 days before your proposed use of the materials. We will notify you of our approval or disapproval of the materials within 10 days of receiving them. If you do not receive our written approval within this time period, we will be deemed to have disapproved the materials. You cannot use any advertising or promotional plans or materials that we have not approved. (Section 11.A. of the Franchise Agreement.)

Grand Opening Advertising. In you have not previously developed and opened a Tropical Smoothie Cafe Restaurant, you must conduct a Grand Opening Marketing Program in accordance with our Manuals, utilizing the tools, timing, technologies, services, and products we authorize and direct. You and we will develop a Grand Opening Budget and Plan following the Grand Opening process described in the Manuals. You must spend at least $7,500 (not counting cost of food and smoothies), on a Grand Opening Marketing Program for the Franchised Business during the Grand Opening time period beginning approximately 60 days before opening the Franchised Business through 30-60 days afterwards. The Grand Opening Marketing Program will use the marketing, advertising and public relations programs, media and materials we have developed or approved, and is separate from your other marketing and advertising requirements. To the extent we do not manage the budget and expenditures for the Grand Opening Marketing Budget and Plan, you must submit expenditure reports to us to confirm your compliance with this requirement.

You will pay to us the Grand Opening Contribution when you sign your Franchise Agreement. If you decide to spend more than the minimum amounts set forth in the Grand Opening Budget and Plan that you develop with us, then you will pay the additional amounts to the appropriate vendors as and when invoiced. We will administer payments to service providers and other vendors out of the funds that you have paid us for the Grand Opening Contribution. We will provide you an accounting of the expenditures during the Grand Opening period based on the methods, procedures and reports we develop from time-to-time. We are only obligated to administer the Grand Opening Marketing Budget and Plan if you have paid to us the Grand Opening Contribution amounts you have agreed upon in the budget and plan.

If, for any reason, we are unable to collect the Grand Opening Contribution from you at the time you sign your Franchise Agreement, then you must pay to the service providers and vendors as and when we direct in accordance with the Grand Opening Marketing Budget and Plan. Therefore, instead of us paying those suppliers from the Grand Opening Contribution, you will be obligated to pay them directly as and when the amounts are due. To facilitate this, within 10 days of our development of the Grand Opening Marketing Budget and Plan, you must deposit in a dedicated bank account the amount of the Grand Opening Contribution and such supplementary amount as required by the Grand Opening Marketing Budget and Plan that you develop. You will use the funds to pay the service providers and vendors in connection with the Grand Opening Marketing Program. We will not be obligated to pay them, and it will be your responsibility to do so on a timely basis. If you fail to pay them on a timely basis, both we and the service providers and vendors may suspend services to you, and you will be in material breach of your Franchise Agreement.

If you have previously developed and opened a Tropical Smoothie Cafe Restaurant, then you must spend a minimum of $2,500 (exclusive of the cost of food and smoothies) (the "**Reduced Grand Opening Contribution**") to conduct a Grand Opening Marketing Program for your Franchised Business beginning approximately 60 days before opening the Franchised Business through 30-60 days afterwards. You will be responsible for creating the Grand Opening Marketing Budget and Plan using marketing, advertising and public relations programs, media and materials we have approved. To this end, you must submit your Grand Opening Marketing Budget and Plan to us or review and approval no later than 60-days prior to opening of the Franchised Business. Your Grand Opening Marketing Program is separate from your other marketing and advertising requirements. We will not collect the $2,500 and you will be obligated to pay all service providers and vendors for the Grand Opening Marketing Program directly as and when the amounts are due. To facilitate this, within 10 days of our approval of your Grand Opening Marketing Budget and Plan, you must deposit in a dedicated bank account the amount of the Reduced Grand Opening Contribution and such supplementary amount as required by the Grand Opening Marketing Budget and Plan you develop. You will use the funds to pay the service providers and vendors in connection with your Grand Opening Marketing Program. If you fail to pay them on a timely basis, both we and the service providers and vendors may suspend services to you, and you will be in material breach of your Franchise Agreement.

Remodeling Advertising. If you remodel your Franchised Business as part of a system-wide remodel program, we may require you to spend $3,750 on marketing to promote the Franchised Business in connection with the remodel.

National Advertising Program. You will be charged a non-refundable national marketing and advertising fee ("**National Marketing Fee**") in the amount of 3% of Gross Sales. The National Marketing Fee is placed in an account ("**NMF Account**") and we use it in part to cover the costs incurred by us and/or our affiliates in designing and creating promotional, marketing and advertising resources, including, but not limited to, in-restaurant point of purchase materials, flyers, radio, and television commercials, digital media and other materials that we, in our sole discretion, deem appropriate. The NMF Account may be used by us to duplicate or distribute these materials; otherwise it is your cost to do so. We may also use funds in

the NMF Account for media placement. However, you are responsible for some of these costs if you elect to use the materials created in your own market and the NMF Account does not do so. We may elect in the future to use the NMF Account in connection with advertising with different media outlets, including print, radio, television, digital media and/or online on a national and/or regional level. We (or our designee) administer and maintain the NMF Account in the following manner:

1. We (or our designee) oversee all advertising, promotion and marketing programs, with sole discretion over the creative concepts, materials and media used in the programs, and the geographic, market and media placement and allocation thereof. We do not warrant that any particular franchisee will benefit directly or pro rata from expenditures of the NMF Account. The NMF Account may be used to satisfy all costs of maintaining, administering, directing, preparing and producing marketing, promotion and advertising resources, including, but not limited to, the cost of preparing and producing television, radio, digital media, magazine and newspaper advertising campaigns; the cost of direct mail and outdoor billboard advertising; the cost of marketing and promotion activities, including advertising and marketing agencies; the cost of public relations activities, including advertising and public relations agencies; the cost of developing and maintaining an Internet website; the cost of providing promotional and/or other marketing materials to franchisees; and personnel and other departmental costs for advertising, promotion and marketing that we internally administer or prepare.

2. The NMF Account is accounted for separately from our other funds and is not used to defray any of our general operating expenses, except for the reasonable salaries, administrative costs and overhead that we may incur in activities reasonably related to the administration or direction of our marketing programs.

3. It is anticipated that NMF Account contributions will be expended for programs during the fiscal year in which the contributions to it are made. If excess amounts remain at the end of the fiscal year, all expenditures in the following fiscal year(s) will be made first out of the excess amounts, including any interest or other earnings on the NMF Account, and next out of current contributions. We may, in our sole discretion, spend in any fiscal year an amount greater or less than NMF Account contributions in that year, and we may lend money to cover any deficits.

4. With the exception of some non-traditional locations which pay less than the disclosed rate, Franchised Tropical Smoothie Cafe Restaurants contribute to the NFM Account at a rate of 2% or 3% based on the terms of their respective franchise agreements. Currently, there is only one (1) company-owned Tropical Smoothie Cafe Restaurant and it contributes to the NMF Account at a rate of 2% based on the terms of the form of franchise agreement in place as of the date our company-owned location opened for business to the public.

5. An accounting of the NMF Account will be prepared annually and will be made available to you upon request. We retain the right to have the collections and expenditures of the NMF Account audited, at the expense of the NMF Account, by an independent certified public accountant we select.

We assume no fiduciary duty in administering the NMF Account. We are under no obligation to ensure that expenditures of the NMF Account are or will be proportionate or equivalent to contributions of National Marketing Fees by Tropical Smoothie Cafe Restaurants operating in any geographic area or that any Tropical Smoothie Cafe Restaurant will benefit directly or in proportion to the amount of National Marketing Fees it has paid. (Section 11.B. of the Franchise Agreement)

The National Marketing Fees are deposited in our operating account but are accounted for separately in our financial statements. During our fiscal year ended December 29, 2019, we used the National Marketing Fees as follows: 39% for media; 9% for agency fees; 14% for production; 5% for research; 25% for general and administrative expenses; and 8% for other expenses.

We do not have a franchisee advertising council. Instead, we have a marketing committee, which serves as a sounding board and provides feedback and suggestions to us on advertising and marketing related matters. The marketing committee is a committee of the Tropical Franchisee Council (as more fully described in Item 20), and is comprised of franchisees, area developers and/or their designated representatives, as well as our employees. It is advisory only and does not have decision making authority. Currently, franchisees, area developers and/or their designated representatives may request to join the marketing committee at any time. We have the power to form, change, or dissolve the marketing committee at any time in our sole discretion.

We may require you to honor rebates, giveaways, discounts, incentives and promotions in accordance with marketing programs, loyalty programs or customer survey/research programs that we establish from time to time. You must honor rebates, giveaways, discounts, incentives and promotions that are issued by other franchisees.

Local Advertising Cooperative. You will be required to participate in a local advertising cooperative with other franchisees in your area and to pay 2% of Gross Sales each week into a fund to be used by the cooperative in accordance with mandatory administrative oversight by us in our sole discretion. You and the other members of your advertising cooperative may vote to temporarily increase the local advertising cooperative contribution above 2% of Gross Sales for a set period of time, in accordance with applicable advertising cooperative bylaws. If there are no other franchisees in your designated market area, then you will be the sole member of the advertising cooperative until additional franchises are established in your designated market area. Currently, we administer the funds in accordance with the direction and at the expense of the cooperatives; however, we reserve the right to contract with an outside independent accounting firm to perform this function and charge a fee, therefore. Cooperatives will usually be based on Nielsen Designated Marketing Areas ("**DMA**"), practical geographic divisions like cities, counties and states, and we reserve the right to designate the geographic area for establishing each cooperative. Each cooperative will allow franchisee members to coordinate advertising and marketing efforts and programs, and to maximize the efficient use of local advertising media. No money may be spent, nor will any promotional or advertising plans or materials be used by a cooperative or its members without our prior written approval. Cooperative members must participate in the activities of the cooperative. (Section 11.D. of the Franchise Agreement).

We reserve the right to require cooperative members to adhere to governing documents that we develop. You may also be required to submit monthly financial statements for the cooperative. We will have the power to require a cooperative to be changed, dissolved or merged. Activities of the cooperative will generally be determined by its members, except that we reserve the right to exercise sole decision-making power over the cooperative funds if we determine, in our sole discretion, that the cooperative is not functioning properly either due to a lack of participation or an impasse among the members. Company-owned locations may participate in the cooperatives and, if they do so, they will be subject to the same fees and voting powers as franchisee members. (Section 11.D. of the Franchise Agreement).

Internet Advertising. Unless otherwise approved by us in writing, you may not establish nor permit any other party to establish an Online Site relating in any manner to your Franchised Business, the System, or referring to the Marks. The term "Online Site" means certain domain names, hypertext markup language ("html"), uniform resource locator ("URL") addresses, and access to corresponding Internet web sites, and

the right to hyperlink to certain web sites and listings on various Internet search engines and other social networking media, business networking media, and marketing media sites, applications, and platforms, all as modified and expanded from time to time as technology progresses and otherwise related to the Franchised Business or the Marks. Any Online Site relating in any manner whatsoever to your Franchised Business, the System or referring to the Marks will be deemed "advertising" under the Franchise Agreement and will be subject to (among other things) our approval. (Section 8.E. of the Franchise Agreement). In connection with any Online Site, you agree to the following:

1. We (directly or through a designee) will have the right, but not the obligation, to establish one or more Online Sites for the Tropical Smoothie Cafe brand.

2. Unless we approve you to do so in writing, you may not establish any Online Site other than to the extent that we provide you with one or more webpages on the Tropical Smoothie Cafe brand Online Site.

3. If we permit you, in writing, to have an independent Online Site, then each of the following requirements will apply to your Online Site:

   (a) Before establishing any Online Site, you must submit to us for our written approval: (i) a proof of the proposed Online Site, including the domain name, format, visible content (including, without limitation, proposed screen shots), and non-visible content (including meta tag), and (ii) any other information that we request, in the form that we require.

   (b) You must establish hyperlinks to any Online Site that we may establish or request.

   (c) In addition to any other applicable requirements, you must comply with any and all applicable laws, including but not limited to the Americans with Disabilities Act, and our standards and specifications for any Online Site (which we may issue periodically in the Manuals or otherwise in writing).

   (d) We may in writing revoke our approval at any time and require you to discontinue use of your independent Online Site (Section 8.E. of the Franchise Agreement).

Training Program

TRAINING

Franchisee Orientation– Approximately 2-3 Months Before Opening			
One Week of Classroom Training			
Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Welcome to Tropical Smoothie Cafe	2	–	Support Center/Atlanta, GA
Design & Construction Process	2	–	Support Center/Atlanta, GA
Marketing	4	–	Support Center/Atlanta, GA
Supply Chain	2		Support Center/Atlanta, GA
Trademarks, Insurance and Lease Submission	1	–	Support Center/Atlanta, GA
Operations Tools	5	–	Support Center/Atlanta, GA

Training Your Team	4	–	Support Center/Atlanta, GA
Technology and Finance Requirements	2	–	Support Center/Atlanta, GA
Managing Your POS	3	–	Support Center/Atlanta, GA
Operations Audit	–	4	Corporate Cafe/Atlanta, GA
Cafe Overview	–	1	Corporate Cafe Atlanta, GA
Prepping Fruit	–	1	Corporate Cafe /Atlanta, GA
One Perfect Smoothie	–	3	Corporate Cafe /Atlanta, GA
Food Line Introduction	–	3	Corporate Cafe /Atlanta, GA
Phase 2 In Cafe Training – 3 Weeks in Cafe or 4 Weeks in Cafe Training for Cafes with a Drive-Thru			
Week One: 5 Days			
Overview: Meet the Team, Cafe Tour, Food Safety, Safety. **Smoothies:** QF Thawing Procedures, Fruit Prep, Supplements, Cold Holding, Smoothie Line Schematic, Blenders (cleaning, blades, programming, troubleshooting), Ice Machine (daily and weekly cleaning), Preparing Smoothies. **Management Tasks:** Inventory (L), Scheduling (L), Ordering (L), Jolt (L) Receiving/ Storing (L), (L) Learn, (P) Practice.	–	40	Existing Tropical Smoothie Cafe Restaurant as selected by your Area Developer ("**AD**") or Regional Director ("**RD**") and, or Franchise Business Leader ("**FBL**").
Week Two: 5 Days			
Taking Orders: POS, Hospitality, Suggestive Selling, SMG **Food:** Thawing Procedures, Food Ingredient Prep, Food Line Schematic, Oven, Steamer, Preparing Food. **Management Tasks:** Inventory (P), Scheduling (P), Ordering (P), Jolt (P), Receiving/Storing (P), Management POS Tasks (L), Cash Management (L), SMG (L).	–	40	Existing Tropical Smoothie Cafe Restaurant as selected by your AD or RD and, or FBL.
Week Three (Drive Thru Only): 5-Days			
Drive Thru: Taking orders, Speed of Service, Hospitality, Equipment, Practice, practice, practice **Management Tasks:** Practice all management tasks	–	40	Existing Tropical Smoothie Cafe Restaurant as selected by your AD or RD and, or FBL.
Week Three (Non-Drive Thru) or Week Four (Drive Thru): Either 5 Days			
Smoothies: Practice, Train others **Food:** Practice, Train others **Taking Orders:** Practice, Train others **Management Tasks:** Leading shifts (complete all management tasks), Train crew members, Local Restaurant Marketing, Catering	–	40	Existing Tropical Smoothie Cafe Restaurant as selected by your AD or RD and, or FBL.

NEW RESTAURANT OPENING			
When the restaurant is ready to open, a member of the Cafe Opening Team, your AD or RD and/or FBL will assist with opening the restaurant.	–	50	Your Franchised Business
TOTALS	**25**	**182-222**	

The time periods allocated to the subjects listed above are approximations, and the time actually spent by you and your personnel may vary based on the experience and performance of those persons being trained. The instructional materials used in the initial training program will consist primarily of our Manuals, marketing and promotional materials, videos, and other handouts. Our training is conducted by the following employees. Their experience relating to the subjects taught and our operations are as follows:

Karen Grissom has been our Vice President of Training since August 2017. Prior to joining us, she was the Vice President of Operations Support for Wingstop Restaurants, Inc. since April 2015. She was the Director of Training for Popeyes Louisiana Kitchen prior to joining Wingstop.

Tyler Brown has been our Senior Manager, Operations Integration and Implementation since February 2020 and is responsible for implementation of processes, platforms, and equipment for the Tropical Smoothie Cafe system, as well as leading our franchise orientation classes. Prior to that he served as our Food Excellence Manager since July 2018 and was responsible for the overall Food Safety initiatives for the brand, as well as leading our franchise orientation classes. Prior to that he provided leadership to our franchisees by serving as a Franchise Business Leader in the Southeastern region of the United States since April 2017. Prior to joining us, Tyler was the Director of Company Operations for a private equity group with multiple quick service, full service and convenience store concepts from 2010 to 2017.

Renay Winston is a Human Resource Consultant that has facilitated franchisee orientation classes for us since September 2018. Renay is the President of People Management Solutions, LLC, an Atlanta, Georgia based consulting company providing consulting services in the areas of human resources, leadership development and training. He has more than 25 years of experience in this field and has served as Vice President of Human Resources for several major brands including, Popeyes Louisiana Kitchen, Penske Automotive Group, The Home Depot, and CarMax.

For your first Tropical Smoothie Cafe Restaurant, the initial training is mandatory for you (or, if you are an entity, one owner designated as your "**Operating Principal**") and your approved manager and must be successfully completed within 15 days before opening the Franchised Business. Initial training consists of approximately one week of classroom training, followed by three to four weeks of in-cafe training (3 weeks for cafes without a drive-thru and 4 weeks for cafes with a drive-thru). We reserve the right to add an additional two weeks of training as a requirement. In-cafe training is conducted by a member of our Cafe Opening Team, your Area Developer (if any) or Franchise Business Leader who is responsible for the area where your Franchised Business is located or by an existing franchisee, at an existing Tropical Smoothie Cafe Restaurant. There is no fee for initial training for you (or your Operating Principal) and your approved manager. Additional persons may attend initial training, with our consent. In all cases, you are responsible for the travel and living expenses of any persons who attend initial or other training. Currently, we only offer initial training prior to the opening of your first Franchised Business. If you open more than one Franchised Business, we may (in our sole discretion) offer additional training for you, or your Operating Principal, and your approved manager of the additional unit(s) prior to the opening(s). There may be additional costs associated with such training.

We are currently exploring and developing a new certified cafe training program. If and when we implement the new training program, you may be required to travel to a certified cafe to complete training that may be in addition to the training disclosed herein. The total investment associated with this new training program may be more than those associated with the current training program due to, among other things, additional travel. We reserve the right, at any time and in our sole discretion, to require you to participate in and complete at your expense the new certified cafe training program prior to the opening of your Franchised Business.

We will (in our sole discretion) make available other ongoing continuing education and training programs, meetings or seminars (on an optional or mandatory basis), that we deem advisable. We may also host one or more conventions per calendar year, as well as conference telephone calls, which may include education and training. You and your designated managers must attend and successfully complete all ongoing continuing education and training programs, and must attend all meetings, seminars, conventions, and conference telephone calls, as we may require. We may charge a reasonable fee for instruction and training materials; you are responsible for all other expenses, including travel, lodging, and meals, incurred by you and your managers. (Sections 6.E. and 6.F. of the Franchise Agreement)

Computer System and Point-of-Sale System

You must, at your sole cost and expense, lease, purchase, use, maintain and update a computer system, which shall consist of, among other things, a point-of-sale system including cash register(s) ("**POS System**"), software, hardware and peripheral devices that we specify for use in the operation of the Franchised Business ("**Computer System**"). You must follow all policies and procedures applicable to the Computer System as specified by us in the Manuals or otherwise in writing. (Section 8.A. of the Franchise Agreement). In general, the Computer System must meet our requirements as they relate to (a) management information systems; (b) point-of-sale systems; and (c) physical, electronic, and other security systems, including anti-virus software and a managed firewall (which requirements are discussed in greater detail below). In addition, the Computer System must meet any and all other requirements, including those relating to printers and other peripheral devices; BOH computer, archival back-up systems and battery back-up systems; as well as the speed and mode/type of Internet access. We have the right to develop or have developed for us, or to designate computer software programs and accounting system software that you must use in connection with the Computer System and/or POS System (the "**Required Software**").

You must enter into contracts for the maintenance, support, upgrades and updates to the Computer System, the POS System and the Required Software with approved suppliers described in the Manuals. (Section 8.A. of the Franchise Agreement) You must maintain the Computer System and POS System in good working order at all times, and upgrade or update the computer hardware and software during the term of the Franchise Agreement, as we may require.

MIS: The Computer System must be capable of connecting with our computer systems. To this end, you must maintain a high-speed Internet connection (including e-mail capabilities) and participate in our mandated management information system (the "**MIS System**"), which allows us to communicate with you, and poll and review the results of your Franchised Business' operations, including (without limitation) sales data, consumer trends, food and labor costs, and other financial and marketing information. We may distribute this data to our network of franchisees. (Section 8.B and 8.C. of the Franchise Agreement)

POS: Micros is our current designated POS provider. We estimate that the cost of your POS System will be approximately $9,000 to $21,000 depending on the size of your Franchised Business and the number of terminals that you require. Micros provides one year of hardware and software licensing with the purchase of the POS System. Micros licensing must be purchased in either 1-, 2- or 3-year terms and ranges

from $1,000 to $4,000 per year depending on the system configuration. Ongoing hardware maintenance support contracts can be purchased from Micros for an annual cost that ranges from approximately $600 to $3,000, depending on the system configuration. In addition, there are: (a) a $50 per month fee the use of our mandated management information system (currently Micros/Oracle), which includes auto-polling services of the POS System that you review via the Internet; (b) a $75 per month fee for the mobile application and payment program; (c) a $55 per month charge and a $105 per quarter Micros charge for online ordering; and (d) a $50 per month fee for operations management platform. During the term of the Franchise Agreement, we (or our designee) will provide you with limited programming support, including menu updates and promotions. We are currently evaluating alternative POS and back office systems, as described more fully below.

Managed Firewall: You are required to comply with Payment Card Industry Data Security Standards ("**PCIDSS**"). As part of your compliance, you must install and use a managed firewall between the Internet Service Provider (ISP) equipment and the Computer System in the cafe (including POS System, BOH computer, camera equipment, etc.). Netsurion is our current designated managed firewall provider. The monthly fees for their services are $103 per month.

Except as described above (a) neither we, our affiliates, nor any third parties are required to provide ongoing maintenance, repairs, upgrades, or updates to the Computer System or POS System; and (b) there are no optional or required maintenance/upgrade contracts for the Computer System and POS System.

You must install any other hardware or software for the operation of the Franchised Business that we may require in the future, including any enhancements, additions, substitutions, modifications, and upgrades. Specifically, we may require that you install and maintain systems that permit us to access and retrieve electronically any information stored in your computer systems, including information regarding your Franchised Business' Gross Sales and profit and loss data, at the times and in the manner we specify. There is no contractual limitation on the frequency or cost of these obligations. We may also require you to license from us, or others we designate, any computer software we develop or acquire for use by Tropical Smoothie Cafe Restaurants.

You must participate in the Tropical Smoothie Cafe intranet system. You also must participate in the Tropical Rewards Application. We anticipate rolling out a new system-wide platform for the Tropical Rewards Application in 2020. If and when we implement this system-wide change, the fees and costs associated with this new platform may be different from, and more than, those disclosed in Item 6 and Item 7. We reserve the right in the future to require you to install and/or utilize, at your sole cost, a learning management system meeting our standards.

You must use a web/cloud-based subscription software, to capture and benchmark profit and loss and related financial data and report such information to us. Currently, Qvinci is the only approved provider of this software. See Item 6 for additional information regarding Qvinci. At this time, the fees associated with use of this software include a start-up fee of $40 and a monthly subscription fee of $12.95. Currently, we pay both the initial start-up fee and monthly subscription fee on behalf of our franchisees. However, beginning on January 1, 2021, you will be required to pay the monthly subscription fee to us via electronic funds transfer. To the extent the monthly subscription fee increases, you will be required to pay such increased fee. We reserve the right to pass the initial start-up fee and/or any increases thereto on to franchisees. We reserve the right to change our approved software provider, our requirements relative to the use of this software, and/or the submission of financial data, including profit and loss statements.

We are currently evaluating, piloting, and/or implementing in some Tropical Smoothie Cafe Restaurants a new BOH system that includes functionality for managing, monitoring, and reporting supplier

quality assurance. If and when we implement the new BOH system, you may be required to use the supplier quality assurance functionality of that system and pay for any associated costs. We also reserve the right to require our franchisees to use this new BOH system's functionality to track inventory, and for such other purposes as we may require in our sole discretion, and to pay for any related additional costs. In addition, we reserve the right to discontinue the use of this new BOH system entirely, or its supplier quality assurance and/or inventory tracking capacities, or to require the use of a new or different application(s) for the same or similar purpose.

You may not install any hardware or software that is not approved by us. You may not conduct business over the internet or create your own website with which to conduct business without our express written consent.

At the earlier of the expiration or termination of your Franchise Agreement, or the voluntary or involuntary permanent closure of your Franchised Business, you are required to delete from the Computer System and POS System any proprietary information, including but not limited to menus, recipes, inventory, and pricing. In the event that you fail to comply with this obligation, we have the right to perform such obligations on your behalf, including by contacting the vendor that services the Computer System and POS System to disable your access and/or by physically seizing control and possession of the Computer System or POS System to perform such obligations on your behalf. You may not obtain administrative super-user rights to the POS System.

We are currently evaluating, piloting, and/or implementing in some Tropical Smoothie Cafe Restaurants, POS and BOH systems that are different from those currently required. If and when we implement the new systems, you may be required to purchase and/or lease new, additional, or different hardware, software and peripheral devices, and/or pay new, additional, or different costs and fees than those disclosed herein, including subscription, technical support and payment processing fees. In addition, you may be required to upgrade internet access and/or make other changes. The total investment and ongoing costs and fees associated with these new systems may be more than the those associated with the currently required systems, as disclosed herein. We may modify existing requirements and/or impose new, additional, or different requirements to ensure, among other things, the proper integration, functionality and security of these new systems. We reserve the right, at any time and in our sole discretion, to require you to install and maintain at your expense and use these new systems in the operation of your Franchised Business.

Typical Length of Time Before You Open Your Franchised Business

The typical length of time between the signing of the Franchise Agreement and the opening of the Franchised Business is 6 to 12 months. Factors affecting this range include site acquisition, lease negotiation and construction timetable. You are responsible and the Franchised Business must be open for business within 12 months from the date of execution of the Franchise Agreement. If you sign a Multi-Unit Development Addendum, the rate at which you must open your Franchised Businesses will be determined based on relevant factors (as determined by us in our sole discretion), including but not limited to, your experience and the type of market and market conditions of the trade area where the Franchised Businesses will be located.

ITEM 12. TERRITORY

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

You will operate the Franchised Business at a specific location that we approve. You may operate the Franchised Business only at the approved premises and may not relocate without our prior approval.

We will grant you a protected area consisting of a geographical area within a one-half mile radius around the site of your Tropical Smoothie Cafe Restaurant (the "**Protected Area**"), provided your Franchised Business is not at a Reserved Facility (as defined below). As long as you are in substantial compliance with the Franchise Agreement, we will not operate or grant to others the right to operate a Tropical Smoothie Cafe Restaurant from a location within your Protected Area.

The only territorial right granted to you is the Protected Area and it is not dependent on your achievement of a certain sales volume, market penetration, or other contingency. You may face competition from other franchisees outside your Protected Area, and from Tropical Smoothie Cafe Restaurants that we operate outside your Protected Area. If we or our affiliates have competitive brands, you may face competition from these other brands inside or outside your Protected Area. We reserve the right to own and operate, and license others to own and operate, Tropical Smoothie Cafe Restaurants at a Reserved Facility within your Protected Area. The term "Reserved Facility" refers to an enclosed shopping center, university, captive audience facility (such as a park charging admission, stadium, and amusement park), a special purpose facility (such as an airport, transportation center, and hospital), or a limited access facility (such as a military complex, buyer's club business, educational facility, and business/industrial complex). We have the right to own and operate, or license others to own and operate, a business that does not operate under the Tropical Smoothie Cafe brand name inside or outside your Protected Area. We have the right to sell and distribute, or license others to sell or distribute, products, whether or not bearing the Marks, from any location to any business or customer, including through grocery stores, retail stores, the Internet, and other channels of distribution, inside or outside your Protected Area. You will not receive payment of any compensation from any of this competition.

We may establish policies regarding your off-site marketing and promotion, and off-premises sales, including catering, delivery and third-party delivery, which will be set forth in the Manuals or otherwise in writing. The policies we establish may require you to utilize third-party delivery services and you may be required to incur costs associated with these services. Currently, we recommend, but do not require, that you offer catering. You cannot offer delivery service without our prior approval. Currently, you may solicit customers and advertise your Franchised Business anywhere you choose. There are no restrictions on you, any of our other franchisees, any of our affiliates, or us to prevent any soliciting or advertising in another person's Protected Area. No party is obligated to pay compensation to any other party for soliciting customers from the other party's Protected Area.

The location of your Franchised Business may be changed only with our prior written consent and upon the following conditions: (a) you are in good standing under your Franchise Agreement and current in your financial obligations to us and our affiliates; (b) you are good standing under the lease for the current location; (c) you provide us with a financial statement covering the previous 12 months; (d) you provide us with a copy of the proposed lease for the new location; (e) you comply with required site selection and construction procedures; (f) the new location is constructed, furnished and equipped in accordance with our then-current design specifications and standards; (g) you give us 90 days' written notice of the proposed relocation; (h) the new location is within a specified area; (i) at our option, you enter into our then-current form of franchise agreement, including our then-current royalty rate, except that the term of the new franchise agreement will expire on the date of the prior franchise agreement and no new initial franchise fee will be required; and, (j) the Franchised Business is not located at a Reserved Facility. The Franchised Business must be open at the new location within one year of the closing of the prior location, unless we consent to an extension. We reserve the right to change these conditions and/or impose additional conditions as we deem appropriate in our sole discretion.

If, through no fault of your own, you lose possession of the premises due to an event of force majeure, we will allow you to relocate the Franchised Business to another location in accordance with our relocation policy, and we may charge you an agreed minimum royalty fee during the period in which the Franchised Business is not in operation.

We reserve the right to establish company-owned or franchisee-operated businesses that sell similar products and/or services under different trade names or trademarks other than the Marks. We may also sell products or services under the Marks, or any other marks, through any other retail outlets, and we may establish other channels of distribution (including the Internet) providing the same or similar products and services under the same or a different trade name or trademark.

You have no right of first refusal or similar rights to acquire additional franchises or establish additional Tropical Smoothie Cafe Restaurants. If we grant you an additional franchise, you must enter into a separate Franchise Agreement with us.

You may use the Internet to advertise only in compliance with the Franchise Agreement.

We do not generally grant options, rights of first refusal or similar rights to acquire additional franchises, as each franchise is awarded on a franchise-by-franchise basis. Accordingly, you may only acquire additional franchised Tropical Smoothie Cafe Restaurants from us if you meet our qualifications at the time you apply. And we may limit the number of Tropical Smoothie Cafe Restaurants owned by any franchise owner or its affiliates. You may only relocate your Tropical Smoothie Cafe Restaurants with our approval, both for the relocation and for the new site. We apply the same considerations for evaluating relocation of a Tropical Smoothie Cafe Restaurants and the leasing of the additional site as we do for Tropical Smoothie Cafe Restaurants and sites generally.

ITEM 13. TRADEMARKS

Pursuant to the terms of the Franchise Agreement, we grant you the right and license to operate a Tropical Smoothie Cafe Restaurant pursuant to the System and using the Marks and related names and marks that may be developed in the future and used as part of the System. We are the sole and exclusive owner of the Marks. The following are our principal marks, which are registered on the Principal Register of the United States Patent and Trademark Office ("**USPTO**"):

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
TROPICAL SMOOTHIE CAFÉ	2,103,370	October 7, 1997 (renewed January 20, 2017)
TROPICAL SMOOTHIE CAFÉ (and Design)	2,763,722	September 16, 2003 (renewed February 27, 2013)
TROPICAL SMOOTHIE CAFÉ	2,892,598	October 12, 2004 (renewed October 24, 2014)
TROPICAL SMOOTHIE CAFÉ (and Design)	2,918,995	January 18, 2005 (renewed January 30, 2015)
TROPICAL SMOOTHIE CAFÉ (and Design)	4,756,680	June 16, 2015

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
TROPICAL SMOOTHIE CAFÉ (and Design)	4,253,918	December 4, 2012
TROPICAL SMOOTHIE CAFÉ (and Design)	4,999,430	July 12, 2016
EAT BETTER. FEEL BETTER.	3,287,599	September 4, 2007 (renewed November 26, 2016)
EAT BETTER. FEEL BETTER. (and Design)	3,517,255	October 14, 2008 (renewed November 9, 2017)
ISLAND GREEN	4,804,094	September 1, 2015
NATIONAL FLIP FLOP DAY	3,613,114	April 28, 2009 (renewed May 29, 2019)

All required affidavits have been filed for the registered trademarks. We intend to renew the registrations and file all appropriate affidavits for the marks at the times required by law.

You must use all names and marks in full compliance with provisions of the Franchise Agreement and in accordance with the rules we periodically prescribe. You may not use any name or mark as a part of any corporate name or with any prefix, suffix or other modifying words, terms, designs or symbols (other than logos licensed by us to you). In addition, you may not use any name or mark for the sale of any unauthorized product or services, or in any other manner not explicitly authorized in writing by us.

There is no currently effective material determination of the USPTO, the Trademark Trial and Appeal Board, the trademark administrator of any state, or any court, and no pending infringement, opposition or cancellation proceeding or any pending material litigation involving the principal trademarks.

There are no agreements currently in effect which significantly limit our rights to use or license the use of the trademarks, service marks, trade names, logotypes or other commercial symbols in any manner material to the Franchised Business.

If there is any infringement of, or challenge to, your use of any name, mark or symbol, you must immediately notify us, and we will have the sole discretion to take any action as we deem appropriate, in order to fulfill our obligation to preserve and protect the ownership, identity and validity of the Marks. We are not obligated to protect your rights in the Marks, nor are we obligated to indemnify you for losses associated with any infringement of, or challenge to, our rights in the Marks. If it becomes advisable at any time, in our sole discretion, to modify or discontinue the use of any name or mark and/or use one or more additional or substitute names or marks, you must pay for the tangible costs (such as replacing signs and materials) associated with a change.

We are not obligated to participate in your defense and/or indemnify you for expenses or damages if you are party to an administrative or judicial proceeding involving the Marks if the proceeding is resolved unfavorable to you.

You may not contest, directly or indirectly, our ownership, title, right or interest in any of our names or marks, trade secrets, methods, procedures, and advertising techniques which are part of the System, or

contest our sole right to register, use or license others to use such names, marks, trade secrets, methods, procedures, or techniques.

We do not actually know of either superior or infringing uses that could materially affect your use of such trademarks, service marks, trade names, logotypes or other commercial symbols in this state or any state in which the Franchised Business is to be located.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents that are material to the franchise. We do claim copyright protection and proprietary rights to the confidential information contained in our Manuals. The Manuals are described in Item 11. We claim common law copyrights on our operational materials and on other proprietary materials specifically created by us in connection with the System, including the proprietary advertisements, all of our materials presented to your prospective customers, printed materials, and forms used in connection with the operation of the Franchised Business. The Manuals and other proprietary materials have not been registered with any copyright office, but we reserve the right to register these copyrights in the future.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. Nor are there any agreements currently in effect that significantly limit our right to use or authorize franchisees to use the copyrighted materials. Furthermore, there are no infringing uses actually known to us that could materially affect a franchisee's use of the copyrighted materials in any state.

We have proprietary rights to the contents of the Manuals and to all other materials and information we create or use in the development and operation of the System. These items include, but are not limited to, our training materials, marketing programs, site selection criteria, plans and specifications for Tropical Smoothie Cafe Restaurants, standards, methods, procedures, newsletters, policies, strategies, expansion plans, supplier lists, supplier price lists, buying strategies, advertising strategies, and all other materials, goods and information we create or use and designate as confidential. They also include items one would deem reasonably confidential, even if we do not expressly designate them as confidential. We refer to this material as "Confidential Information." We claim trade secret protection in the recipes that are a part of the System.

You must not, during the term of the Franchise Agreement and after the term ends, communicate, divulge, or use for the benefit of any other party any confidential information, knowledge, know-how, or techniques concerning our secret recipes or methods of operation of the Franchised Business that you learned while you were our franchisee. You may divulge Confidential Information only to your employees who need the information to operate your Franchised Business. All information, knowledge, know-how and techniques that we designate confidential will be deemed confidential, except information that you can demonstrate come to your attention before we disclosed it to you, or which after we disclosed it to you became a part of the public domain through publication or communication by others. You must not at any time, without our prior written consent, make available in any way any of these materials or information to any unauthorized person.

You must also promptly tell us when you learn about unauthorized use of this proprietary information. We are not obligated to take any action but will respond to this information as we deem appropriate. We will not indemnify you for losses brought by a third party concerning your use of this information. If you develop any new concept, process or improvement in the operation or promotion of your Franchised Business, you must promptly notify us and give us all necessary information about the new process or improvement, without compensation. You agree that any of these concepts, processes or

improvements will become our property, and we may use or disclose them to other franchisees, as we deem appropriate.

You must conduct your business in accordance with the Manuals. We will loan you a copy of the Manuals for the term of the Franchise Agreement. You must at all times treat the Manuals, and other manual, videotape, and other materials created for or approved for use in the operation of your Franchised Business, and all information in them, as confidential, and must use all reasonable efforts to maintain the information as secret and confidential. The Manuals will at all times remain our sole property. You must keep your copy of the Manuals current and up-to-date.

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

You are not required to participate personally in the direct operation of your business. However, we recommend that you participate.

If you are an entity, you must designate one of your owners as your "Operating Principal" under your Franchise Agreement. Your Operating Principal is the executive primarily responsible for the Franchised Business. Your Operating Principal must have and maintain at least 5% ownership of the Franchised Business and have decision-making authority about the Franchised Business. We must approve your Operating Principal, and you must designate a qualified replacement from among your owners if your Operating Principal can no longer fulfill its responsibilities under the Franchise Agreement.

The Franchised Business must be under the direct, on-site supervision of you (or your Operating Principal) or a manager who has been selected by you and approved by us. You (or your Operating Principal) and your approved manager must successfully complete our initial training program.

You must obtain covenants against the use and disclosure of any confidential information and covenants not to compete from your owners, managers and any other employees or agents who have received or will have access to our training or Confidential Information. All of the required covenants must be in substantially the form of Nondisclosure and Noncompetition Agreement attached as Exhibit "H" to this disclosure document.

Each owner of the Franchised Business must guaranty your obligations under the Franchise Agreement and be personally bound by each term of the Franchise Agreement. Our current form of Owners' Guaranty is attached as Exhibit "E" to this disclosure document.

Unless your spouse is an owner of the Franchised Business or an owner of the Business Entity that owns the Franchised Business, he or she will not be required to sign the Franchise Agreement or a personal guaranty.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale all menu items, products, foods, beverages, goods, and services that we require, in compliance with our standards and specifications. These are described in our Manuals and other writings, as they may be updated periodically. You must display all product and items for sale on your menu in accordance with menu labeling requirements and federal, state and local laws. You must use any off-site distribution methods we require, and you are not permitted to use other off-site distribution methods without our prior approval. The policies we establish may require you to utilize third party delivery services

and you may be required to incur costs associated with these services. We recommend that you offer catering, but we do not require it. You may offer delivery service only with our prior approval.

Unless you obtain our prior written approval, you are prohibited from: (a) offering or selling products or services not authorized by us; (b) using the premises of the Franchised Business for any purpose not related to the Franchised Business; and, (c) soliciting other franchisees either directly or indirectly for any other business or investment activity. You must prepare all menu items using the procedures for preparation contained in our Manuals or other written instructions, and the smoothies, specialty sandwiches, and gourmet wraps must be sold immediately after their preparation. We have the right to add or delete items, products, merchandise, or services and you must do the same on notice from us. There are no limits in our right to do so.

There are no limitations imposed by us on the persons to whom you may provide products and services.

ITEM 17. RENEWAL, TERMINATION, TRANSFER & DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

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

Provision	Section In Franchise Agreement	Summary
a. Length of the franchise term	Section 2.A.	15 years.
b. Renewal or extension of the term	Section 2.B.	If you are in good standing and satisfy certain conditions, you may renew for one additional 10-year term.
c. Requirements for franchisee to renew or extend	Section 2.B.	Your renewal right permits you to remain as a franchisee after the initial term of your Franchise Agreement expires. However, to remain a franchisee, you must meet all required conditions to renewal, including signing our then-current form of Franchise Agreement, which may be materially different than the form attached to this disclosure document. Other conditions are: Give us advance written notice; if required by us, remodel the business to our then-current brand image for new Tropical Smoothie Cafe Restaurants; not be in default; be in compliance with all system requirements; satisfy all monetary obligations to us and suppliers; sign general release. There are no renewal fees.
d. Termination by franchisee	None	Not Applicable (subject to applicable state law).
e. Termination by franchisor without cause	None	Not Applicable
f. Termination by franchisor with cause	Sections 14.A., 14.B., 14.C., and 14.D.	We can terminate only if you default.

Provision	Section In Franchise Agreement	Summary
g. "**Cause**" defined – curable defaults	Sections 14.A. and 14.B.	You have 10 days to cure the following: failure to pay amounts owed to us or our affiliate when due; non-compliance with our product specifications or quality control standards; use of unapproved supplier, real estate broker, architect or general contractor; failure to offer required menu item or offer unapproved menu item; failure to maintain or observe health and sanitation procedures; non-compliance with standards and specifications in Manuals; failure to pay any vendors or suppliers, or your landlord; default by you (or your affiliate or owners) under any agreement with us (or our affiliate); refusal to permit inspection or audit of the Franchise Business; failure to complete training; or failure to provide certificates of insurance. You have 30 days to cure any other breach of the Franchise Agreement, except for non-curable defaults.
h. "**Cause**" defined – non-curable defaults	Section 14.C. and 14.D.	Non-curable defaults include: material misrepresentation or omission; by entering this Franchise Agreement you violated any non-competition agreement by which you are bound; failure to acquire your Site or open the Franchised Business for business by the specified deadlines; of the Franchised Business ceases operation for 3 consecutive days without our prior approval; loss of the right to possession of the Site; unauthorized relocation of the Franchised Business; engaging in any violent or threatening act towards an employee, customer or any other person; any threat, danger or injury to health or safety of any person results from any act or failure to act by you (or any of your owners), or from the construction, maintenance or operation of the Franchised Business; conviction by a trial court of, or plead no contest or guilty to, a crime or offense that is likely to have an adverse effect on the System or the Marks, or a felony; a material violation of the Franchise Agreement, which by its nature cannot be cured; knowingly maintain false books or records, or knowingly submit any false statements or information to us, or underreport Gross Sales by more than 5% for any week; if you or your Operating Principal loses the right to reside in the United States; failure to make payment when due on any loan to (or secured by) the Franchised Business, and do not cure such non-payment within any applicable grace period; if a judgment is issued against you from any court that is not satisfied or properly appealed so that it is stayed from execution within 30 days of issuance; repeated violations of the franchise agreement; or misuse or unauthorized use of

Provision	Section In Franchise Agreement	Summary
		the Marks or otherwise materially impair the goodwill associated with the Marks or our right's in or to any aspect of the System; insolvency, any general assignment for the benefit of creditors; bankruptcy; appointment of a receiver of or other custodian of your business or assets, or if a final judgment remains unsatisfied or of record for 30 days or longer (unless supersedeas bond is filed), or if execution is levied against the Franchised Business, or suit to foreclose any lien or mortgage against the Franchised Business is instituted against you and not dismissed within 30 days, or if any substantial real or personal property of the Franchised Business has been sold after levy is placed on it.
i. Franchisee's obligations on termination/ non-renewal	Section 15	Obligations include, among others: You must cease operating the Franchised Business and cease using the Marks; completely de-identify the business; pay all amounts due to us or our affiliates and suppliers; return all Manuals and other proprietary materials; close vendor accounts; promptly cancel all assumed name or equivalent registrations relating to your use of the Marks; assign telephone numbers, domain names and listings to us or our designee; delete from the Computer System and POS System all proprietary information, including but not limited to menus, recipes, inventory and pricing; and comply with confidentiality requirements and post-term restrictive covenants. If we terminate the Franchise Agreement for cause prior to expiration, you must pay us liquidated damages to compensate us for your failure to continue operating the business for the remainder of the term.
j. Assignment of contract by franchisor	Section 13.A.	No restriction on our right to assign as long as the transferee or assignee assumes our obligations under the Franchise Agreement.
k. "**Transfer**" by franchisee – defined	Section 13.B.3.	Includes transfer of an interest in the assets of the Business Entity that owns the Franchised Business, the Franchised Businesses or the Franchise Agreement.
l. Franchisor approval of transfer by franchisee	Sections 13.B. and 13.C.	We have the right to approve all transfers (except that you may transfer the Franchised Business to an entity you own and control), we may withhold our consent if we desire.
m. Conditions for franchisor approval of transfer	Section 13.B.	We may impose conditions on our consent, including, that you (a) pay the transfer fee; (b) pay all amounts due us or our affiliates; (c) not otherwise be in default; (d) pay all suppliers and vendors; (e) sign all required documents including a then-current form of the franchise agreement and a transfer agreement containing a general release; and (f) ensure the Franchised Business complies with all of our requirements.

Provision	Section In Franchise Agreement	Summary
		If required by us you, you or the transferee must remodel the Franchised Business to our then-current image for new Tropical Smoothie Cafe Restaurants. The proposed transferee must meet our criteria, assume all of your obligations, and attend training.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 13.D.	We can match any offer for sale of your business or any ownership interest in you.
o. Franchisor's option to purchase franchisee's business	Section 15.H.	We have the right to purchase any or all of the tangible assets of the Franchised Business at your cost or fair market value, whichever is less, by written notice to you within 30 days after termination or expiration of the Franchise Agreement.
p. Death or disability of franchisee	Section 13.E.	The interest must be assigned to an approved transferee within nine months. The transfer is subject to our approval. If the transfer is to a family member of yours, then (i) we will approve the transfer so long as the family member meets our standards for new franchisees and completes our training, and (ii) the transfer will not be subject to our right of first refusal.
q. Non-competition covenants during the term of the franchise	Section 16.A.	You and your owners may not: (a) divert any business or customer to a competitor, or do or perform any act injurious or prejudicial to the goodwill of the Marks and System; (b) solicit other franchisees or area developers, nor use available lists of franchisees or area developers, for any commercial purpose unrelated to the operation of the Franchised Business; (c) have any involvement or interest in a competitive business; or (d) authorize, assist or induce another to develop, open or operate a competitive business (subject to applicable state law).
r. Non-competition covenants after the franchise is terminated or expires	Section 16.B.	You and your owners may not, for 2 years after expiration, termination, or transfer of the Franchise Agreement: (a) divert any business or customer to a competitor; (b) solicit other franchisees or area developers, nor use available lists of franchisees or area developers, for any commercial purpose; (c) have any involvement or interest in a competitive business located within a 5-mile radius of the premises of the Franchised Business or the location of any Tropical Smoothie Cafe Restaurant; or (d) authorize, assist or induce another to have any involvement or interest in a competitive business located within a 5-mile radius of the premises of the Franchised Business or the location of any Tropical Smoothie Cafe Restaurant(subject to applicable state law).

Provision	Section In Franchise Agreement	Summary
s. Modification of the Agreement	Sections 3.A.7. and 22.K.	You must comply with the Manuals as amended. Franchise Agreement may not be modified unless mutually agreed to in writing.
t. Integration/merger clause	Section 22.K	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). No other representations or promises will be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim our representations made in this disclosure document.
u. Dispute resolution by arbitration or mediation	Sections 18.A. and 18.B.	Except for certain claims, all disputes must be mediated at our headquarters. Before you take any legal or other action against us, whether for damages, injunctive, equitable or other relief (including rescission), upon any alleged act or omission of ours, you must first give us 90 days prior written notice and an opportunity to cure such alleged act or omission or otherwise resolve such matter (subject to applicable state law).
v. Choice of forum	Section 18.D.	Litigation in the state and federal courts with jurisdiction over the City of Atlanta, Georgia (subject to applicable state law).
w. Choice of law	Section 18.C.	Georgia law applies (subject to applicable state law).

Please refer to the disclosure addenda and contractual amendments appended to this disclosure document for additional terms that may be required under applicable state law. These additional disclosures, if any, appear in an addendum or rider in Exhibit "F." Please note, though, that if you would not otherwise be covered under those state laws by their own terms, then you will not be covered merely because we have given you an addendum that describes the provisions of those state laws.

ITEM 18. PUBLIC FIGURES

We currently do not use any public figures to promote our franchise.

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS

The FTC's Franchise Rule permits a franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information, and 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.

FINANCIAL PERFORMANCE REPRESENTATIONS:
INDIVIDUAL UNIT TROPICAL SMOOTHIE CAFE FRANCHISES

The following tables provide historical sales information for Tropical Smoothie Cafe franchised restaurants ("**Restaurants**") that were open at least one full year as of: (a) the calendar year 2019 for 652 Restaurants; (b) the calendar year 2018 for 569 Restaurants; and (c) the calendar year 2017 for 485 Restaurants. The tables do not include any financial performance information for any other types of franchises, such as non-traditional locations (i.e. college campus or other captive locations) or seasonal locations, and do not include any franchises of any type that had not been open for at least one year on December 29, 2019, December 30, 2018, and December 31, 2017, respectively. The information presented is not a forecast of future potential performance. For the purposes of the tables below, Net Revenue means all revenue related to the sale of products and performance of services in at the Restaurant, whether for cash or credit, and regardless of collection in the case of credit, and income of every kind or nature related to the Restaurant, less any discounts. Net Revenue does not include (i) bona fide refunds to customers, (ii) revenues from sales taxes or other add-on taxes collected from customers by you and actually transmitted to the appropriate taxing authority, (iii) sales of used equipment not in the ordinary course of business, or (iv) sales of gift cards or similar products (but the redemption of any such card or product will be included in Net Revenue).

The tables provide the average and median net revenues for the following categories of Restaurants in 2019, 2018 and 2017 on a category and cumulative basis: (a) our top 10% revenue producing Restaurants (meaning the average net revenue for the number of Restaurants that were in the top 10% of net revenues for that year); (b) our top 25% revenue producing Restaurants (which includes the Restaurants that are in the top 10%); (c) our top 50% revenue producing Restaurants (which includes the Restaurants that are in the top 10% and the top 25%); (d) our top 75% revenue producing Restaurants (which includes the Restaurants that are in the top 10%, the top 25% and the top 50%); (e) our bottom 10% revenue producing Restaurants (meaning the average net revenue for the number of Restaurants that were in the bottom 10% of the net revenue for that year); (f) our bottom 25% revenue producing Restaurants (which includes the Restaurants that are in the bottom 10%); (g) our bottom 50% revenue producing Restaurants (which includes the Restaurants that are in the bottom 10% and the bottom 25%); and (h) our bottom 75% revenue producing Restaurants (which includes the Restaurants that are in the bottom 10%, the bottom 25% and the bottom 50%). We present the average net revenue for the year in that category as well as the number and percentage achieving or surpassing the average net revenue in that category alone and cumulative for all Restaurants. For example, 61 of the 163 Restaurants in the top 25% for 2019 (or 40%), 52 of the 142 Restaurants in the top 25% for 2018 (or 40%), and 48 of the 121 Restaurants in the top 25% for 2017 (or 40%) achieved or surpassed that average.

Average Net Revenues in 2019

	Top 10%	Top 25%	Top 50%	Top 75%	Total
No. of Restaurants	65	163	326	489	652
Avg. Net Revenues	$1,335,800	$1,137,123	$982,486	$872,949	$768,831
Median Net Revenues	$1,253,413	$1,071,918	$928,441	$827,092	$737,847
No. that Attained or Surpassed Stated Result in Category (Cumulative)	23	61	120	200	297
Percent that Attained or Surpassed Stated Result in Category (Cumulative)	35%	37%	37%	41%	46%
Range (Lowest-Highest)	$1,118,744-$2,337,895	$930,321 - $2,337,895	$738,667 - $2,337,895	$576,436 - $2,337,895	$181,865 - $2,337,895

	Bottom 10%	Bottom 25%	Bottom 50%	Bottom 75%	Total
No. of Restaurants	65	163	326	489	65
Avg. Net Revenues	$367,789	$456,476	$555,176	$646,067	$768,831
Median Net Revenues	$384,631	$472,187	$576,319	$655,702	$737,847
No. that Attained or Fell Below Stated Result in Category (Cumulative)	24	73	139	234	355
Percent that Attained or Fell Below Stated Result in Category (Cumulative)	37%	45%	43%	48%	54%
Range (Lowest-Highest)	$181,865 - $440,202	$181,685 - $576,201	$181,685 - $737,026	$181,685 - $925,561	$181,685 - $2,337,895

As of December 29, 2019, there were 833 franchised Restaurants and 1 company-owned Restaurant. Of the 833 franchised Restaurants, 690 were franchised Restaurants that had been open for at least 12 months as of December 29, 2019. Of the 690 Restaurants, 38 Restaurants were excluded since they were non-traditional locations. Of the 652 Restaurants referenced in the above table, all reported sufficient financial performance information to be included in this financial performance representation.

Average Net Revenues in 2018

	Top 10%	Top 25%	Top 50%	Top 75%	Total
No. of Restaurants	57	142	285	427	569
Avg. Net Revenues	$1,298,218	$1,096,062	$938,500	$831,288	$730,354
Median Net Revenues	$1,199,979	$1,028,949	$872,500	$780,503	$686,779
No. that Attained or Surpassed Stated Result in Category (Cumulative)	19	52	108	167	259
Percent that Attained or Surpassed Stated Result in Category (Cumulative)	33%	37%	38%	39%	46%
Range (Lowest-Highest)	$1,073,397 -2,377,258	$874,591-2,377,258	$686,779-2,377,258	$536,242-2,377,258	$176,069 - 2,377,258

	Bottom 10%	Bottom 25%	Bottom 50%	Bottom 75%	Total
No. of Restaurants	57	142	285	427	569
Avg. Net Revenues	$341,849	$426,841	$522,055	$608,737	$730,354
Median Net Revenues	$362,934	$442,240	$536,242	$617,287	$686,779
No. that Attained or Fell Below Stated Result in Category (Cumulative)	23	61	130	205	310
Percent that Attained or Fell Below Stated Result in Category (Cumulative)	40%	43%	46%	48%	54%
Range (Lowest-Highest)	$176,069-418,562	$176,069-535,996	$176,069-686,779	$176,069-872,500	$176,069-2,377,258

As of December 30, 2018, there were 718 franchised Restaurants and 1 company-owned Restaurant. Of the 718 franchised Restaurants, 609 were franchised Restaurants that had been open for at least 12 months as of December 30, 2018. Of the 609 Restaurants, 40 Restaurants were excluded since they were non-traditional locations. Of the 569 Restaurants referenced in the above table, all reported sufficient financial performance information to be included in this financial performance representation.

Average Net Revenues in 2017**

	Top 10%	Top 25%	Top 50%	Top 75%	Total
No. of Restaurants	49	121	243	364	485
Avg. Net Revenues	$1,192,802	$1,018,851	$873,254	$774,018	$681,291
Median Net Revenues	$1,136,898	$974,175	$826,813	$721,806	$650,888
No. that Attained or Surpassed Stated Result in Category (Cumulative)	17	48	93	147	217
Percent that Attained or Surpassed Stated Result in Category (Cumulative)	35%	40%	38%	40%	45%
Range (Low-High)	$1,010,299-1,664,207	$827,644-1,664,207	$650,888-1,664,207	$495,147 - 1,664,207	$169,106 - 1,664,207

	Bottom 10%	Bottom 25%	Bottom 50%	Bottom 75%	Total
No. of Restaurant	49	121	243	364	485
Avg. Net Revenues	$331,850	$402,347	$489,204	$569,081	$681,291
Median Net Revenues	$339,349	$425,463	$495,147	$586,157	$650,888
No. that Attained or Fell Below Stated Result in Category (Cumulative)	24	51	119	171	268
Percent that Attained or Fell Below Stated Result in Category (Cumulative)	49%	42%	49%	47%	55%
Range (Low-High)	$169,106-395,356	$169,106-494,540	$169,106 - 650,888	$169,106-826,813	$169,106-1,664,207

As of December 31, 2017, there were 627 franchised Restaurants and 1 company-owned Restaurant. Of the 627 franchised Restaurants, 522 were franchised Restaurants that had been open for at least 12 months as of December 31, 2017. Of the 522 Restaurants, 37 Restaurants were excluded since they were non-traditional locations. Of the 485 Restaurants referenced in the above table, all reported sufficient financial performance information to be included in this financial performance representation.

**Due to our fiscal calendar in 2017 having 53 weeks, the 2017 AUV numbers were calculated as a weekly average across the 53 weeks and multiplied by 52 weeks to effectively normalize the data.

As stated, the sales for each of the Restaurants presented are limited to the sales results for Restaurants that had been open for a full 12 months of operations as of December 29, 2019, December 30, 2018, and December 31, 2017, respectively. Sales during the first year of operations are likely to be significantly less than for those that have been open for a year or more.

All Tropical Smoothie Cafe Restaurants offer substantially the same products and services to the public. None of the franchised Tropical Smoothie Cafe Restaurants received any services not generally available to other franchisees and substantially the same services will be offered to new franchisees.

We obtained these historical financial results from the information submitted by our franchisees. Neither we nor an independent certified public accountant has independently audited or verified the information.

Some Restaurants have sold the amounts shown in the tables. Your individual results may differ. There is no assurance you will sell as much.

The foregoing data relates to revenues only; we are not presenting any information on the costs and expenses of operating a Tropical Smoothie Cafe Restaurant. Operating a Tropical Smoothie Cafe Restaurant incurs a wide variety of expenses that will reduce the restaurant's income from the revenue levels shown. Examples of the types of these expenses include, without limitation, rent and occupancy expenses; food and beverage product and supply costs; salaries, wages and other personnel-related expenses; federal, state and local taxes and fees; utilities; financing costs (including on loans and leases); royalties and other amounts due us.

Characteristics of the included franchised Restaurants may differ substantially from your Franchised Business depending on your previous business and management experience, competition in your area, length of time that the included Restaurants have operated compared to your Franchised Business, and the services or goods sold at your Franchised Business compared to the included Restaurants. The sales, profits and earnings of an individual franchisee may vary greatly depending on these and a wide variety of other factors, including the location of the Franchised Business, population and demographics in your market area, economic and market conditions, labor and product costs, etc.

We have written substantiation in our possession to support the information appearing in this financial performance representation. Written substantiation will be made available to you on reasonable request.

We recommend that you make your own independent investigation to determine whether or not the franchise may be profitable and consult with an attorney and other advisors prior to executing the franchise agreement.

Other than the preceding financial performance representation, we do not make any financial performance representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Pete Ward, our General Counsel at 1117 Perimeter Center West, Suite W200, Atlanta, Georgia 30338 and 770-821-1900, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years Ending December 31, 2017, December 30, 2018, and December 29, 2019

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2017	539	627	+88
	2018	627	718	+91
	2019	718	833	+115
Company-Owned	2017	1	1	0
	2018	1	1	0
	2019	1	1	0
Total Outlets	**2017**	**540**	**628**	**+88**
	2018	**628**	**719**	**+91**
	2019	**719**	**834**	**+115**

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years Ending December 31, 2017, December 30, 2018, and December 29, 2019

State	Year	Number of Transfers
Alabama	2017	0
	2018	1
	2019	3
Alaska	2017	0
	2018	0
	2019	0
Arizona	2017	1
	2018	0
	2019	0
Arkansas	2017	2
	2018	1
	2019	1
California	2017	0
	2018	0
	2019	0
Colorado	2017	0
	2018	1
	2019	1
Connecticut	2017	0
	2018	0
	2019	1
Delaware	2017	0
	2018	0
	2019	0
District of Columbia	2017	0
	2018	0
	2019	0

State	Year	Number of Transfers
Florida	2017	6
	2018	8
	2019	10
Georgia	2017	0
	2018	0
	2019	4
Hawaii	2017	0
	2018	0
	2019	0
Idaho	2017	0
	2018	0
	2019	0
Illinois	2017	0
	2018	1
	2019	0
Indiana	2017	0
	2018	0
	2019	0
Iowa	2017	0
	2018	0
	2019	0
Kansas	2017	0
	2018	0
	2019	0
Kentucky	2017	0
	2018	0
	2019	1
Louisiana	2017	0
	2018	0
	2019	0
Maine	2017	0
	2018	0
	2019	0
Maryland	2017	1
	2018	0
	2019	0
Massachusetts	2017	0
	2018	0
	2019	0
Michigan	2017	1
	2018	2
	2019	0
Minnesota	2017	0
	2018	0
	2019	1
Mississippi	2017	0
	2018	0
	2019	0
Missouri	2017	0
	2018	0
	2019	0

State	Year	Number of Transfers
Montana	2017	0
	2018	0
	2019	0
Nebraska	2017	0
	2018	0
	2019	0
Nevada	2017	0
	2018	1
	2019	0
New Hampshire	2017	0
	2018	0
	2019	0
New Jersey	2017	0
	2018	0
	2019	0
New Mexico	2017	0
	2018	0
	2019	0
New York	2017	0
	2018	1
	2019	0
North Carolina	2017	0
	2018	0
	2019	9
North Dakota	2017	0
	2018	0
	2019	0
Ohio	2017	0
	2018	1
	2019	0
Oklahoma	2017	0
	2018	0
	2019	1
Oregon	2017	0
	2018	0
	2019	0
Pennsylvania	2017	0
	2018	2
	2019	2
Rhode Island	2017	0
	2018	0
	2019	0
South Carolina	2017	0
	2018	0
	2019	0
South Dakota	2017	0
	2018	0
	2019	0
Tennessee	2017	0
	2018	0
	2019	0

State	Year	Number of Transfers
Texas	2017	3
	2018	1
	2019	1
Utah	2017	0
	2018	0
	2019	0
Vermont	2017	0
	2018	0
	2019	0
Virginia	2017	6
	2018	3
	2019	7
Washington	2017	0
	2018	0
	2019	0
West Virginia	2017	0
	2018	0
	2019	1
Wisconsin	2017	1
	2018	0
	2019	0
Wyoming	2017	0
	2018	0
	2019	0
Total	**2017**	**21**
	2018	**23**
	2019	**43**

Table No. 3
Status of Franchised Outlets
For Years Ending December 31, 2017, December 30, 2018, and December 29, 2019

State	Year	Outlets at the Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Alabama	2017	15	1	0	0	0	1	15
	2018	15	4	1	0	0	0	18
	2019	18	0	0	0	0	0	18
Alaska	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
Arizona	2017	9	0	0	0	0	0	9
	2018	9	1	1	0	0	0	9
	2019	9	0	0	0	0	0	9
Arkansas	2017	26	2	0	0	0	1	27
	2018	27	4	0	0	0	0	31
	2019	31	0	1	0	0	0	30
California	2017	7	3	0	0	0	0	10
	2018	10	1	2	0	0	0	9
	2019	9	1	2	0	0	0	8

State	Year	Outlets at the Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Colorado	2017	3	0	0	0	0	0	3
	2018	3	1	1	0	0	0	3
	2019	3	2	0	0	0	0	5
Connecticut	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Delaware	2017	0	1	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
District of Columbia	2017	0	1	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Florida	2017	133	15	1	0	0	3	144
	2018	144	12	2	0	0	4	150
	2019	150	13	1	0	0	2	160
Georgia	2017	11	7	1	0	0	0	17
	2018	17	9	0	0	0	0	26
	2019	26	10	0	0	0	0	36
Hawaii	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
Idaho	2017	0	1	0	0	0	0	1
	2018	1	1	0	0	0	0	2
	2019	2	0	0	0	0	0	2
Illinois	2017	6	0	1	0	0	0	5
	2018	5	2	0	0	0	0	7
	2019	7	4	1	0	0	0	10
Indiana	2017	2	0	0	0	0	0	2
	2018	2	1	0	0	0	0	3
	2019	3	2	0	0	0	0	5
Iowa	2017	3	0	0	0	0	0	3
	2018	3	0	0	0	0	0	3
	2019	3	1	0	0	0	0	4
Kansas	2017	1	0	0	0	0	0	1
	2018	1	4	0	0	0	0	5
	2019	5	4	0	0	0	0	9
Kentucky	2017	2	1	0	0	0	0	3
	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
Louisiana	2017	3	0	1	0	0	0	2
	2018	2	2	0	0	0	0	4
	2019	4	3	0	0	0	0	7
Maine	2017	3	0	0	0	0	1	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
Maryland	2017	8	1	0	0	0	0	9
	2018	9	9	0	0	0	0	18
	2019	18	6	0	0	0	0	24

State	Year	Outlets at the Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Massachusetts	2017	4	0	0	0	0	0	4
	2018	4	1	0	0	0	0	5
	2019	5	1	0	0	0	0	6
Michigan	2017	45	19	0	0	0	0	64
	2018	64	15	0	0	0	0	79
	2019	79	12	0	0	0	0	91
Minnesota	2017	1	1	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
Mississippi	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	1	0	0	0	0	3
Missouri	2017	4	2	0	0	0	0	6
	2018	6	3	0	0	0	0	9
	2019	9	7	0	0	0	0	16
Montana	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
Nebraska	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Nevada	2017	28	1	1	0	0	0	28
	2018	28	0	0	0	0	1	27
	2019	27	0	1	0	0	1	25
New Hampshire	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
New Jersey	2017	2	0	0	0	0	0	2
	2018	2	2	0	0	0	0	4
	2019	4	0	0	0	0	0	4
New Mexico	2017	1	0	0	0	0	0	1
	2018	1	1	0	0	0	0	2
	2019	2	0	0	0	0	0	2
New York	2017	19	0	0	0	0	0	19
	2018	19	1	0	0	0	0	20
	2019	20	4	1	0	0	0	23
North Carolina	2017	22	12	0	0	0	0	34
	2018	34	5	0	0	0	2	37
	2019	37	6	1	0	0	0	42
North Dakota	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	0	0	0	0	0	2
Ohio	2017	13	3	1	0	0	0	15
	2018	15	0	0	0	0	0	15
	2019	15	8	1	0	0	0	22
Oklahoma	2017	14	4	0	0	0	0	18
	2018	18	3	1	0	0	0	20
	2019	20	3	0	0	0	0	23

State	Year	Outlets at the Start of Year	Outlets Opened	Termi-nations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Oregon	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
Pennsylvania	2017	14	4	1	0	0	0	17
	2018	17	1	0	0	0	1	17
	2019	17	2	0	0	0	0	19
Rhode Island	2017	1	0	0	0	0	0	1
	2018	1	2	0	0	0	0	3
	2019	3	1	0	0	0	0	4
South Carolina	2017	10	5	0	0	0	0	15
	2018	15	4	0	0	0	0	19
	2019	19	6	1	0	0	0	24
South Dakota	2017	1	0	0	0	0	0	1
	2018	1	1	0	0	0	0	2
	2019	2	1	0	0	0	0	3
Tennessee	2017	3	4	1	0	0	0	6
	2018	6	2	0	0	0	0	8
	2019	8	2	0	0	0	0	10
Texas	2017	15	10	0	0	0	0	25
	2018	25	16	4	0	0	0	37
	2019	37	19	0	0	0	1	55
Utah	2017	5	1	0	0	0	0	6
	2018	6	1	0	0	0	0	7
	2019	7	2	0	0	0	0	9
Vermont	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
Virginia	2017	92	4	1	0	0	1	94
	2018	94	5	2	0	0	1	96
	2019	96	8	0	0	0	1	103
Washington	2017	2	1	0	0	0	0	3
	2018	3	0	0	0	0	0	3
	2019	3	0	0	0	0	0	3
West Virginia	2017	1	0	0	0	0	0	1
	2018	1	0	0	0	0	0	1
	2019	1	0	0	0	0	0	1
Wisconsin	2017	2	0	0	0	0	0	2
	2018	2	0	0	0	0	0	2
	2019	2	1	0	0	0	0	3
Wyoming	2017	0	0	0	0	0	0	0
	2018	0	0	0	0	0	0	0
	2019	0	0	0	0	0	0	0
Total	**2017**	**539**	**104**	**9**	**0**	**0**	**7**	**627**
	2018	**627**	**114**	**14**	**0**	**0**	**9**	**718**
	2019	**718**	**130**	**10**	**0**	**0**	**5**	**833**

Table No. 4
Status of Company-Owned Outlets
For Years Ending December 31, 2017, December 30, 2018, and December 29, 2019

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Georgia	2017	1	0	0	0	0	1
	2018	1	0	0	0	0	1
	2019	1	0	0	0	0	1
Totals	**2017**	**1**	**0**	**0**	**0**	**0**	**1**
	2018	**1**	**0**	**0**	**0**	**0**	**1**
	2019	**1**	**0**	**0**	**0**	**0**	**1**

Table No. 5
Projected Openings as of December 29, 2019

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In the Next Fiscal Year (2019)	Projected New Company-Owned Outlet In the Next Fiscal Year (2019)
Alabama	5	2	0
Alaska	0	0	0
Arizona	3	2	0
Arkansas	3	1	0
California	2	0	0
Colorado	42	4	0
Connecticut	5	0	0
Delaware	3	2	0
District of Columbia	2	1	0
Florida	57	18	0
Georgia	36	7	0
Hawaii	0	0	0
Idaho	2	1	0
Illinois	34	4	0
Indiana	10	2	0
Iowa	0	0	0
Kansas	0	0	0
Kentucky	2	2	0
Louisiana	7	1	0
Maine	0	0	0
Maryland	27	17	0
Massachusetts	3	2	0
Michigan	38	12	0
Minnesota	0	0	0
Mississippi	2	0	0
Missouri	9	1	0
Montana	0	0	0
Nebraska	0	0	0
Nevada	3	1	0
New Hampshire	0	0	0
New Jersey	2	0	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In the Next Fiscal Year (2019)	Projected New Company-Owned Outlet In the Next Fiscal Year (2019)
New Mexico	4	1	0
New York	6	2	0
North Carolina	28	1	0
North Dakota	0	0	0
Ohio	34	10	0
Oklahoma	15	6	0
Oregon	0	0	0
Pennsylvania	9	3	0
Rhode Island	1	0	0
South Carolina	17	4	0
South Dakota	0	0	0
Tennessee	12	4	0
Texas	56	16	0
Utah	1	1	0
Vermont	0	0	0
Virginia	7	1	0
Washington	0	0	0
West Virginia	1	0	0
Wisconsin	2	1	0
Wyoming	0	0	0
Totals	**490**	**130**	**0**

Exhibit "J" attached to this disclosure document lists the names of all current franchisees with their business address and business telephone number as of December 29, 2019.

The name, city, state, and current business telephone number (or, if unknown, the last known home telephone number) of **58** franchisees who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during the most recently completed fiscal year, or has not communicated with us within 10 weeks of the issuance date of this disclosure document, are listed on Exhibit "J."

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

As of the date of this disclosure document, we are not offering any existing franchised outlets to prospective franchisees, including those that either have been reacquired by us or are still being operated by current franchisees pending a transfer. If we begin to offer any such outlet, specific information about the outlet will be provided to you in a separate supplement to this disclosure document.

Confidentiality Clauses

We have no current or former franchisees who have signed provisions during the last 3 fiscal years restricting their ability to speak openly to you about their experience with the Tropical Smoothie Cafe franchise system.

Franchisor-Sponsored Franchisee Organizations

In September 2018, we established the Tropical Franchisee Council ("**TFC**"). Among other things, TFC was created to build consensus and align on strategic goals and initiatives designed to benefit the entire Tropical Smoothie Cafe brand. TFC's founding members are comprised of franchisees, area developers and/or their designated representatives who were selected by us based upon, among other things, number of Tropical Smoothie Cafe Restaurants owned, diversity, geography and tenure. The process for selecting future members of TFC will be determined at a later date. The address for TFC is 1117 Perimeter Center West, Suite W200, Atlanta, GA 30338. TFC does not maintain a separate telephone number, email address or website.

In addition to TFC, we currently have four committees comprised of franchisees, area developers and/or their designated representatives, as well as our employees. These committees serve in an advisory capacity only on matters related to operations, technology, construction, and marketing.

Both TFC and the committees are advisory only and do not have decision making authority. We have the power to form, dissolve or change TFC or the committees at any time.

Independent Franchisee Organizations

There are no independent franchisee organizations for the Tropical Smoothie Cafe brand.

ITEM 21. FINANCIAL STATEMENTS

Our unaudited financial statements as of August 31, 2020 and our audited financial statements for the years ended December 29, 2019, December 30, 2018, and December 31, 2017 are attached as Exhibit "L" to this disclosure document.

ITEM 22. CONTRACTS

Copies of the following forms, contracts and/or agreements are attached as exhibits to this disclosure document:

Exhibit B	Franchise Agreement (with attachments)
Exhibit C	Multi-Unit Development Addendum to Franchise Agreement
Exhibit D	Pre-Authorized Bank Form
Exhibit E	Owners' Guaranty
Exhibit F	State Specific Addenda and Riders
Exhibit G	Addendum to Lease Agreement/Conditional Assignment of Lease
Exhibit H	Nondisclosure and Noncompetition Agreement
Exhibit I	Operating Manual Table of Contents
Exhibit J	Roster of Current and Former Franchisees
Exhibit K	Information about Our Area Developers
Exhibit M	Other Agreements
	M-1 OLO Online Ordering Services Agreement
	M-2 Netsurion Agreement
Exhibit N	Franchisee Disclosure Questionnaire
Exhibit O	State Effective Date Page
Exhibit P	Receipts

ITEM 23. RECEIPTS

You will find 2 copies of a detachable Receipt in Exhibit "P" at the end of the disclosure document. One Receipt must be signed, dated and delivered to us. The other Receipt should be retained for your records.

EXHIBIT A TO THE DISCLOSURE DOCUMENT

STATE AGENCIES AND ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

If a state is not listed, we have not appointed an agent for service of process in that state in connection with the requirements of the franchise laws. There may be states in addition to those listed below in which we have appointed an agent for service of process. There also may be additional agents appointed in some of the states listed below.

Our registered agent in the State of Georgia is:

Corporate Creations Network, Inc.
2985 Gordy Parkway,
1st Floor
Marietta, Georgia 30066

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
California	Department of Business Oversight *Los Angeles* 320 West 4th Street Suite 750 Los Angeles, CA 90013-2344 (213) 576-7500 *Sacramento* 1515 K Street Suite 200 Sacramento, CA 95814-4052 (916) 445-7205 *San Diego* 1350 Front Street, Room 2034 San Diego, CA 92101-3697 (619) 525-4233 *San Francisco* One Sansome Street, Suite 600 San Francisco, CA 94104-4428 (415) 972-8565	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, Hawaii 96810 (808) 586-2744	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, Indiana 46204 (317) 232-6681	

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-7042	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	
Minnesota	Minnesota Department of Commerce Market Assurance Division 85 7th Place East, Suite 500 St. Paul, Minnesota 55101-2198 (651) 296-6328	
New York	New York Department of State 99 Washington Avenue, 6th Floor Albany, NY 12231	
North Dakota	Office of Securities Commissioner Fifth Floor 600 East Boulevard Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex–69-1 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507-9033 (360) 902-8760	Department of Financial Institutions 150 Israel Road SW Tumwater, WA 98501
Wisconsin	Division of Securities Department of Financial Institutions Post Office Box 1768 Madison, Wisconsin 53701 (608) 266-2801	

For service of process in non-registration states.

ALABAMA Corporate Creations Network Inc. 6 Office Park Circle #100 Mountain Brook, AL 35223	**ARIZONA** Corporate Creations Network, Inc. 3260 N. Hayden Road #210 Scottsdale, AZ 85251
COLORADO Corporate Creations Network Inc. 3773 Cherry Creek North Drive #575 Denver, CO 80209	**FLORIDA** Corporate Creations Network Inc. 11380 Prosperity Farms Road #221E Palm Beach Gardens, FL 33410
GEORGIA Corporate Creations Network, Inc. 2985 Gordy Parkway, 1st Floor Marietta, GA 30066	**IDAHO** Corporate Creations Network, Inc. 950 W. Bannock Street #1100 Boise ID 83702
LOUISIANA Corporate Creations Network, Inc. 1070-B West Causeway Approach Mandeville, LA 70471	**MISSOURI** Corporate Creations Network Inc. 12747 Olive Boulevard #300 St. Louis, MO 63141
NEVADA Corporate Creations Network Inc. 8275 South Eastern Avenue #200 Las Vegas NV 89123	**NEW JERSEY** Corporate Creations Network Inc. 811 Church Road #105 Cherry Hill, NJ 08002
NORTH CAROLINA Corporate Creations Network Inc. 15720 Brixham Hill Avenue #300 Charlotte, NC 28277	**OHIO** Corporate Creations Network Inc. 119 E. Court Street Cincinnati, OH 45202
PENNSYLVANIA Corporate Creations Network Inc. 1001 State Street #1400 Erie PA 16501	**SOUTH CAROLINA** Corporate Creations Network Inc. 6650 Rivers Avenue North Charleston, SC 29406
TENNESSEE Corporate Creations Network Inc. 205 Powell Place Brentwood, TN 37027	**TEXAS** Corporate Creations Network Inc. 4265 San Felipe #1100 Houston, TX 77027

VIRGINIA Corporate Creations Network Inc. 6802 Paragon Place #410 Richmond VA 23230	

EXHIBIT B TO THE DISCLOSURE DOCUMENT

FORM OF FRANCHISE AGREEMENT

TROPICAL SMOOTHIE CAFÉ, LLC

FRANCHISE AGREEMENT

Franchisee: _____

Cafe Number: _____

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EXHIBIT A – FRANCHISE INFORMATION

EXHIBIT B – STATEMENT OF OWNERSHIP INTERESTS

FRANCHISE AGREEMENT

This Franchise Agreement (the "Franchise Agreement") is made as of_____,20__ (the "Effective Date") between Tropical Smoothie Café, LLC, a Georgia limited liability company, with its principal business address at 1117 Perimeter Center West, Suite W200, Atlanta, Georgia 30338 ("we" or "us" or "our") and_____, a _____ ("you" or "your").

Background Statement

A. We have developed a unique and distinctive system (the "System") for the establishment and operation of Tropical Smoothie Cafe® restaurant (each restaurant operating under the System is referred to herein as a "Tropical Smoothie Cafe® Restaurant") that offer premium quality smoothies made fresh in the restaurant using proprietary recipes, specialty sandwiches, gourmet wraps, salads, soups, and other menu items and food and beverage products and services we specify from time to time (the "Products"). The System includes our distinctive trade dress, décor, and color scheme; distinctive standards, specifications, and procedures for quality control; training and ongoing operational assistance; and advertising and promotional programs; all of which we may add to, delete from, or modify, from time to time.

B. The System is identified by means of certain trade names, service marks, trademarks, logos, emblems and indicia of origin owned by us, including TROPICAL SMOOTHIE® and TROPICAL SMOOTHIE CAFÉ® (collectively, the "Marks"). We may add to, delete from, or modify the Marks from time to time.

C. You desire for us to grant you a franchise to operate a Tropical Smoothie Cafe Restaurant, using the Marks, under the System, and for us to provide you with certain training and other assistance in connection with such franchise, all as set forth in and subject to this Franchise Agreement.

D. You understand and acknowledge the importance of our high standards of quality, appearance, and service, and the necessity of operating your "Franchised Business" (as defined in Section 1.A below) in compliance with our standards and specifications.

In consideration of the foregoing and the mutual promises and commitments set forth in this Franchise Agreement, the parties agree as follows:

1. GRANT OF FRANCHISE

A. Grant. We grant to you the right to develop and operate one Tropical Smoothie Cafe Restaurant (the "Franchised Business"), on the terms and conditions set forth in this Franchise Agreement, using the Marks and System (collectively, the "Franchise"), solely at the site specified on Exhibit A (or, if no site is specified on Exhibit A on the Effective Date, then the site shall be determined in accordance with Section 5.A) (the "Site"). You shall develop, open, and operate the Franchised Business at the Site for the entire term of this Franchise Agreement.

B. Protected Area. During the "Initial Term" (as defined in Section 2.A below), as long as you are in compliance with this Franchise Agreement, we will not operate, nor license another franchisee the right to operate, a Tropical Smoothie Cafe Restaurant located within ½ mile (as measured by us) from the front door of the Site (the "Protected Area"). Notwithstanding the foregoing, in the event the Franchised Business is located in a Reserved Facility (as defined below), we may operate, or license another franchisee the right to operate, a Tropical Smoothie Cafe Restaurant within the Protected Area.

C. Reservations of Rights. Notwithstanding Section 1.B, we retain all other rights, and may, among other things, on any terms and conditions we deem advisable, and without granting you any rights therein:

1. Own, acquire, establish and/or operate and license others to own, acquire, establish and/or operate Tropical Smoothie Cafe Restaurants outside the Protected Area notwithstanding their proximity to the Protected Area or the Site or their actual or threatened impact on sales at the Franchised Business;

2. Own, acquire, establish and/or operate and license others to establish and operate businesses, within or outside the Protected Area, that do not operate under the TROPICAL SMOOTHIE CAFÉ® brand name;

3. Sell and distribute, directly or indirectly, or license others to sell or distribute, directly or indirectly, any products and services (including without limitation the Products), whether or not bearing the Marks, from any location to any business or customer, including, without limitation through retail kiosks, grocery and convenience stores or other retail outlets, and any other distribution channels (including without limitation, through retail, wholesale, mail order, toll free numbers, or the Internet), provided that this clause shall not allow us to operate or license others to operate a Tropical Smoothie Cafe Restaurant inside the Protected Area under (i) the System; and (ii) the Marks unless permitted under Section 1.C.4, below; and

4. Own and operate, and license others to own and operate, Tropical Smoothie Cafe Restaurants at a Reserved Facility within your Protected Area. The term "Reserved Facility" refers to an enclosed shopping center, university, captive audience facility (such as a park charging admission, stadium, and amusement park), a special purpose facility (such as an airport, transportation center, and hospital), or a limited access facility (such as a military complex, buyer's club business, educational facility, and business/industrial complex).

D. No Subfranchising. You shall have no right to grant subfranchises to others. You shall not, and shall not attempt to, grant subfranchises to others.

2. TERM AND SUCCESSOR TERM

A. Initial Term. The term of this Franchise Agreement will be for 15 years commencing on the Effective Date (the "Initial Term").

B. Successor Term. You may renew the Franchise Agreement for the Franchised Business for one additional 10-year term (such additional term being referred to as the "Successor Term" and the Initial Term, together with the Successor Term, being referred to collectively in this Franchise Agreement as the "Term"), but only if you meet the following conditions:

1. You give us notice of your election to renew the Franchise Agreement for the Successor Term between 6 and 12 months before the end of the Initial Term;

2. You have secured the right to continue operating at the Site for the Successor Term and provided us a copy of the related leasehold documents.

3. If required by us, you Remodel the Franchised Business to our then-current brand image for Tropical Smoothie Cafe Restaurants. "Remodel" means to refurbish and remodel the Franchised Business, at your expense, to conform to the then-current Tropical Smoothie Cafe Restaurant design and decor, fixtures, furnishings, equipment, trade dress, color scheme and presentation of Marks consistent with the design concepts then in effect for a new Tropical Smoothie Cafe Restaurant, including, without limitation, such structural changes, remodeling, redecoration and other modifications to existing improvements as we reasonably deem necessary. Maintenance and repair is not, on its own, a Remodel, nor is your acquisition of new or additional equipment or signage due to new or improved specifications we may issue from time to time.

4. At the time you give notice of your election to renew and on the last day of the Initial Term, you (and your affiliates) are not in default of this Franchise Agreement or any other agreement with us (or our affiliates); the Franchised Business is in compliance with the System; and you are current with all suppliers.

5. You sign our then-current form of Franchise Agreement (the "Successor Franchise Agreement"), which may be materially different than this form (including, without limitation, higher and/or different fees), except that: (i) you will not pay another initial franchise fee, receive another renewal or successor term, nor be required to complete initial training; and (ii) we will not have any pre-opening obligations as described in Section 3.A.

6. You and each owner of your Franchised Business executes and delivers a general release, the form of which shall be prescribed by us (the "Release").

C. Non-Renewal. If you do not deliver to us all items required for renewal, including the executed Successor Franchise Agreement and the executed Release, within 10 days after we deliver the Successor Franchise Agreement and Release to you for execution, then you will be deemed to have declined to renew the Franchise Agreement as to the Franchised Business, and your right to renew the Franchise Agreement as set forth in Section 2.B of this Franchise Agreement will expire automatically at the end of the Initial Term.

D. Effect of Non-Renewal or Expiration. Non-renewal or expiration of this Franchise Agreement will end the Franchise Agreement and your right to operate the Franchised Business. Upon non-renewal or expiration of this Franchise Agreement, you must meet all

obligations applicable upon termination or expiration, as set forth in Section 15, below.

3. OUR DUTIES

A. Pre-Opening Obligations.

1. Site Criteria and Review. We will provide you with guidance relating to the opening of your Franchised Business, including without limitation providing acceptable site criteria. Our acceptance of a site and any assistance we provide in selecting a site does not constitute a representation or promise by us that the Franchised Business will be profitable or otherwise successful.

2. Development Plans and Specifications. We will provide our mandatory and suggested specifications and layouts for a Tropical Smoothie Cafe Restaurant, including requirements for dimensions, design, color scheme, image, interior layout, décor, furnishings, equipment, signs, fixtures, opening inventory, and supplies.

3. Suppliers Lists. We will provide, or grant you access to, our lists of Approved Suppliers.

4. Business Plan Review. Upon your request, we will review and advise you regarding your pre-opening business plan.

5. Pre-Opening Training. We will provide an initial training program which you must complete (the "Initial Training Program"). As of the Effective Date, the Initial Training Program consists of our "Franchise Basics Program" (approximately two weeks), "Franchise Leadership Program" (approximately one week) and "New Restaurant Opening" (approximately one week). You must complete the Franchise Basics Program and Franchise Leadership Program at least 15 days before the opening of the Franchised Business. You must complete the New Restaurant Opening Program in the week of the opening of the Franchised Business. We may change the Initial Training Program from time to time. We will provide this training through a combination of classroom and on-the-job training at our franchise support center and/or an existing Tropical Smoothie Cafe Restaurant. Up to three people may attend the Initial Training Program at no charge before you open the Franchised Business. Additional persons may attend the Initial Training Program, but you may be required to pay for those additional persons to attend. You will be responsible for all meals, lodging and other travel expenses incurred in attending the Initial Training Program.

6. Opening Assistance. We will have a representative support your Franchised Business opening with at least five days of onsite opening assistance (except that if you already have two or more franchised Tropical Smoothie Cafe Restaurants in operation, then we are not obligated to provide onsite opening assistance).

7. Manuals. We will loan you (or provide you electronic access to) a single set of our Manuals.

(i) "Manuals" means our confidential Operating Manual(s), including any supplements, additions, or revisions from time to time, containing our specifications for certain mandatory aspects of the System (such as equipment, supplies, inventory, management and operation of the Tropical Smoothie Cafe Restaurant). The term "Manuals" includes any written statement from us setting forth a mandatory aspect of the System with which you must comply, regardless of whether such statement is expressly incorporated into the Manuals. The Manuals may consist of one or more separate manuals and other materials as designated by us and may be any form or media.

(ii) To the extent any of the System standards, or other resources in the Manuals, address personnel or employment matters, those are not mandatory but are merely recommendations, suggestions or guidelines. System standards do not include any mandatory requirements on your employees' wages, working conditions, hours, staffing levels, shift timing or other terms of employment, but may specify uniforms and appearance to meet brand standards.

(iii) You agree that the Manuals are proprietary and owned solely by us. You agree that the Manuals and their contents are confidential information that belong to us under Section 9.

(iv) We may revise or change the Manuals at any time in our discretion and you expressly agree that such revisions or changes shall be effective upon your receipt or at such other time as we may specify. You shall ensure that your set 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 contained in the master set of the Manuals we maintain shall control.

(v) We reserve the right to provide the Manuals in hard copy, electronic or such other form as we may select, including through an intranet portal. You shall, at your expense, ensure that you have the necessary equipment to retrieve and use the Manuals in its various forms.

B. Post-Opening Obligations.

1. Generally. We will provide such continuing advisory assistance to you in the operation, advertising and promotion of your Franchised Business as we deem appropriate. We may provide you with such periodic individual or group advice, consultation, and assistance, rendered by personal visit or telephone, through newsletters, bulletins or other communication (delivered in hard copy or electronically); such advice, consultation and assistance will be made available from time to time to all our franchisees, as we deem appropriate.

2. Pricing. We will provide recommended prices for certain Products offered by Tropical Smoothie Cafe Restaurants and franchisees of the System and may specify required prices for certain Products at certain times.

3. Procedures and Tools. We will provide you with our recommended procedures and tools for administration, bookkeeping, accounting (including, without limitation, accounting and other software), and inventory control. We may make any such procedures and tools required (and not merely recommended) as part of the System.

4. Updates to Manuals. We will provide (or make available to you electronically) periodic updates, revisions and amendments to our Manuals as we deem appropriate;

5. Quality Control Reviews. We (or our third-party designee) will, on a periodic basis as we deem advisable, conduct quality control reviews of the Franchised Business.

6. Marketing. We will manage the NMF Account (as defined in Section 11.B) and oversee advertising, promotion and marketing programs.

7. Internet. We will maintain the website for Tropical Smoothie Cafe, which will include your location and telephone number.

8. Suppliers Lists. We will provide, or grant access to, our lists of Approved Suppliers, which we may revise from time to time as we deem appropriate.

C. Delegation. We may delegate performance of any of our obligations under this Franchise Agreement to third parties, including our Area Developers. "Area Developer" means a person or entity that has executed an Area Developer Agreement (or Area Sales Representative Agreement) with us, and who solicits and screens prospective franchisees for, and assists us in providing certain services to, Tropical Smoothie Cafe franchisees within a defined geographic area.

D. Changes By Us. We have the right, in our sole discretion, to change or modify the System from time to time, including, without limitation, the adoption and use of new or modified Marks or copyrighted materials, and new or additional menu items, recipes, computer hardware, software, equipment, inventory, supplies, procedures, techniques, standards, and specifications. You will comply with any such changes or modifications to the System at your expense. We may communicate such changes or modifications by incorporating them into the Manuals, or by other method as we reasonably deem appropriate (which need not qualify as "notice" under Section 19).

4. FEES

A. Initial Franchise Fee. You will pay us an initial franchise fee of $30,000. The initial franchise fee is non-refundable and fully earned upon receipt byus.

B. Royalty Fee. You will pay to us a continuing, nonrefundable, weekly royalty fee (the "Royalty Fee") of 6% of Gross Sales. "Gross Sales" means all revenue related to the sale of Products and performance of services in, at, above, through or from the Franchised Business, whether for cash or credit, and regardless of collection in the case of credit, and income of every kind or nature related to the Franchised Business including, without limitation, insurance proceeds and condemnation awards for loss of sales, profits or business; and further including without limitation amounts from gift cards, delivery, catering and other off-site consumption. Gross Sales does not include: (i) bona fide refunds to customers; (ii) revenues from sales taxes or other add-on taxes collected from customers by you and actually transmitted to the appropriate taxing authority; (iii) sales of used equipment not in the ordinary course of business; or (iv) sales of gift cards or similar products (but the redemption of any such card or product will be included in Gross Sales). You may not deduct payment provider fees (e.g., bank or credit card company fees and gift card vendor fees) from your Gross Sales calculation. You may not charge surcharges for any fees associated with customers paying by credit card, or any other form of payment. Such surcharges would include, but not limited to, credit card processing fees.

C. Technology-Related Fees. You will pay to us monthly fees for the use of mandated management information systems, including without limitation, online ordering systems and managed firewall systems (collectively, the "Technology-Related Fees"). We may raise these Technology-Related Fees in an amount reasonably commensurate with our internal and out-of-pocket costs.

D. National Marketing and Advertising Fees. You will pay to us a continuing nonrefundable weekly national marketing and advertising fee (the "National Marketing Fee") of 3% of Gross Sales.

E. Local Advertising Cooperative Contribution. You will pay to us a continuing nonrefundable weekly local advertising cooperative contribution (the "Local Advertising Cooperative Contribution") of 2% of Gross Sales.

F. Grand Opening Contribution. If you have not previously developed and opened a Tropical Smoothie Cafe Restaurant then, unless otherwise required by applicable state law, you will pay to us an amount to be used to pay for your Grand Opening marketing program in accordance with the Grand Opening marketing budget and plan you and we develop (the "Grand Opening Contribution"). The Grand Opening Contribution initially will be $7,500 due and payable in full on the Effective Date. If, for any reason, applicable state law does not permit us to collect the Grand Opening Contribution in full on the Effective Date, then you will pay our approved vendors and service providers for their products and services furnished in accordance with the Grand Opening marketing program when due based on invoices presented to you in accordance with Section 5.H of this Franchise Agreement. Failure to pay such invoices when due will be a material breach of this Franchise Agreement. At our option, we may pay vendors and service providers on your behalf, and if we do so, you must pay us the amounts we have advanced when the initial franchise fee is due. If you have previously developed and opened a Tropical Smoothie Cafe Restaurant, then you must only spend a minimum of $2,500 (exclusive of the cost of food and smoothies) (the "Reduced Grand Opening Contribution") to conduct a Grand Opening marketing program for your Franchised Business in accordance with Section 5.H of this

Franchise Agreement. We will not collect the Reduced Grand Opening Contribution.

G. Non-Compliance Fee. If we reasonably believe that you have committed an event of default under this Franchise Agreement (including any failure to comply with any requirement set forth in the Manuals), we may assess you a fee up to $500 (the "Non-Compliance Fee") per week or portion thereof. We may assess a Non-Compliance Fee regardless of whether we send you a notice to cure or termination notice, so long as we notify you in writing of our decision to charge you a Non-Compliance Fee, the amount of the Non-Compliance Fee, and the reason we believe you have committed a default. Assessment and/or payment of a Non-Compliance Fee does not constitute a waiver of any other rights or remedies we may have in connection with the event of default or otherwise under this Franchise Agreement.

H. Payments by Us On Your Behalf. You shall pay to us, within 15 days after any written request by us which is accompanied by reasonable documentation, any monies which we have paid (or have become obligated to pay) that you owed to a third party or that you were obligated to pay a third party as part of the System.

I. Payment Procedures. All weekly payments and any late fees and interest charges required by this Franchise Agreement shall be paid through our direct debit program each Wednesday, or such other payment schedule and method as prescribed by us, following the preceding week for which the applicable fee is being paid (on Gross Sales made during the preceding week which is defined as beginning on Monday and ending on Sunday). All other payments that you owe to us shall be paid by direct debit when due. At our request, you will execute our standard form of pre-authorized bank form and all other documents necessary to permit us to withdraw funds from your designated bank account by electronic funds transfer ("EFT") for payment of all amounts you owe to us or our affiliates. Should any EFT not be honored by your bank for any reason, you will be responsible for that payment and any service charge. Upon written notice to you, we may designate another method of payment, and you must furnish us and your bank with all authorizations necessary to make payment by the methods we specify.

J. Late Fees. If we debit your account for payment of any amount you owe us, and there are not sufficient funds in your account to pay such amount, or your bank refuses to clear the withdrawal in our favor, the unpaid amount will be considered late. We may assess a late fee of $25 for each week (or portion thereof) that any payment is delinquent. In addition, all overdue amounts will bear interest, until paid, at a rate equal to the lower of (i) 18% per annum; or (ii) the highest rate permitted by applicable state law, whichever is less. Interest shall be calculated on a daily basis.

K. Application of Payment. Notwithstanding any designation you might make, we have sole discretion to apply any of your payments to any of your past due indebtedness to us.

L. Obligations Independent; No Set-Off. Your obligations to pay us any fees or amounts described in this Franchise Agreement are not dependent on our performance and are independent covenants by you. You must make all such payments without offset or deduction for any amounts that are owed to you.

5. DEVELOPMENT AND OPENING

A. Site Acceptance. If Exhibit A does not specify your Site on the Effective Date, then you must lease or purchase a location for your Franchised Business within the designated area described on Exhibit A (the "Designated Area"). You have no exclusive rights to the Designated Area. Your Site is subject to our acceptance and you must not move or relocate the Franchised Business without our prior acceptance. You acknowledge that our acceptance of the proposed Site as being suitable for a Franchised Business is not to be deemed to be a representation or warranty that the Franchised Business at the Site will be profitable or otherwise successful. You must engage a commercial real estate broker to help you select and acquire a Site. Before you engage any real estate broker to assist you, you must obtain written acceptance of that broker from us. We will provide, or grant you access to, our list of approved real estate brokers. You are responsible for any commissions due to the real estate broker and not otherwise paid by the landlord or seller. Upon our request, you must submit to us, in the form we specify, Site information which may include a copy of the Site plan, business plan, demographic statistics and information regarding surrounding businesses, an option contract, letter of intent or other evidence satisfactory to us which confirms your favorable prospects for obtaining the Site for the Franchised Business and such other materials as we may reasonably require. We shall have 30 days after receipt of such information and materials to accept or decline, in our sole discretion, the proposed Site as the location for the Franchised Business. If we do not accept a proposed Site within 30 days, such Site will be deemed declined by us.

B. Lease Acceptance. You must obtain our acceptance of the lease or sublease (or any modification or amendment) for the Site before you sign it. Our review and acceptance of the lease or sublease is solely to ensure that the lease or sublease contains terms that meet our Site criteria; it is not a substitute for careful review by you and your advisors. Our approval of the lease or sublease does not constitute a warranty or assurance that the lease or sublease contains terms and conditions for your benefit, but only that it meets our requirements. At our request, you must obtain the landlord's signature to our standard Addendum to Lease Agreement/Conditional Assignment of Lease. You must provide us with a copy of the signed lease or sublease within 10 days after it is signed by both you and the landlord. You also must provide us with copies of any and all lease amendments, renewals or extensions.

C. Site Acquisition. You must acquire your Site (by purchasing, leasing or subleasing the Site) within 6 months after the Effective Date (the "Site Acquisition Deadline").

D. Construction and Finish Out. You are solely responsible for developing and constructing the Site for your Franchised Business, at your expense, and in compliance with all applicable laws and regulations and our specifications. You must have a licensed architect prepare all required construction plans and specifications to suit the shape and dimensions of the Site and to ensure that such plans and specifications comply with applicable laws and regulations, lease requirements, and the mandatory specifications and layout provided by us. You must use an approved architect or obtain our prior written approval of your licensed architect before you engage such architect to assist you. We have the right to review and accept all plans and specifications and to confirm that construction is completed in conformance with our architectural and design standards and specifications for a Tropical Smoothie Cafe Restaurant. You must

also retain a licensed and approved general contractor to oversee the construction of the Franchised Business or obtain our prior written approval of your licensed general contractor before you engage such general contractor to assist you. If we so request, you must provide a schedule setting forth in detail the anticipated dates on which you will: (i) deliver the final construction plans for the Franchised Business; (ii) receive all necessary building permits; and (iii) complete construction on the Franchised Business. We may inspect construction of the Franchised Business at all reasonable times. You will use in the development and operation of your Franchised Business only those (and each of those) brands, types and/or models of equipment, furniture, fixtures and signs specified by us and only suppliers designated or approved by us, which may include and/or be limited to us and/or our affiliates. You will cause all construction to be performed only in accordance with the plans and specifications approved by us. No changes to the plans and specifications for construction, or to any of the materials used in the Franchised Business, or to the interior or exterior colors, may be made without our prior written consent. You must complete construction and begin operations of the Franchised Business on or before the first anniversary of the Effective Date. You may not open the Franchised Business to the public until you have received our approval.

E. Business Plan. If required by us, you shall submit to us for our review an initial business plan for the Franchised Business prior to commencing operations.

F. Opening Deadline. You must open the Franchised Business on or before the first anniversary of the Effective Date (the "Opening Deadline").

G. Initial Training. You (or your Operating Principal, as defined herein) and your general manager must attend and complete to our reasonable satisfaction our Initial Training Program prior to the opening of the Franchised Business. Otherwise, attendance by any of your other employees is optional.

H. "Grand Opening" Marketing Program. Due to the critical importance of a successful Grand Opening you agree as follows:

1. You will conduct a "Grand Opening" marketing program in accordance with our Manuals, utilizing the tools, timing, technologies, services and products we authorize and direct. If you have not previously developed and opened a Tropical Smoothie Cafe Restaurant, you and we will develop the budget and plan following the Grand Opening process described in the Manuals. You must spend at least $7,500 (not including cost of food and smoothies), on a Grand Opening marketing program for the Franchised Business during the Grand Opening time period beginning approximately 60 days before opening the Franchised Business until 30-60 days afterwards. If you have previously developed and opened a Tropical Smoothie Cafe Restaurant, then you must spend a minimum of $2,500 (exclusive of the cost of food and smoothies) to conduct a Grand Opening Marketing Program for your Franchised Business beginning approximately 60 days before opening the Franchised Business until 30-60 days afterwards. If you are eligible to spend the Reduced Grand Opening Contribution then you will be responsible for creating the Grand Opening Marketing plan using marketing, advertising and public relations programs, media and materials we have approved. To this end, you must submit your Grand Opening marketing plan to us for review and approval no later than 60

days prior to opening of the Franchised Business. For both those spending the Grand Opening Contribution and those spending the Reduced Grand Opening Contribution, the Grand Opening program will use the marketing, advertising and public relations programs, media and materials we have developed or approved, and is separate from your other marketing and advertising requirements. To the extent we do not manage the budget and expenditures for the Grand Opening marketing program, we may require you to submit expenditure report(s) to us to confirm your compliance with this Section.

2. If you have not previously developed and opened a Tropical Smoothie Cafe Restaurant then, unless initial payments to us are deferred under applicable state law, you will pay to us the Grand Opening Contribution in accordance with Section 4.F above. If you decide to spend more than the $7,500 minimum amount, then you will pay the additional amounts based on the Grand Opening budget and plan that you develop with us to the vendor as and when invoiced. We will administer payments to service providers and other vendors out of the funds that you have paid us for the Grand Opening Contribution. We will provide you an accounting of the expenditures during the Grand Opening period based on the methods, procedures and reports we develop from time-to-time. We are only obligated to administer the Grand Opening marketing plan and budget if you have paid to us the Grand Opening Contribution.

3. If you have not previously developed and opened a Tropical Smoothie Cafe Restaurant and, for any reason, we are unable to collect the Grand Opening Contribution from you on the Effective Date, then you must pay the service providers and vendors as and when we direct in accordance with the Grand Opening marketing plan and budget. Therefore, instead of us paying those suppliers from the Grand Opening Contribution, you will be obligated to pay them directly as and when the amounts are due. To facilitate this, within 10 days of our development of the Grand Opening marketing plan and budget, you must deposit in a dedicated bank account the amount of the Grand Opening Contribution and such supplementary amount as required by the Grand Opening marketing plan and budget you develop. You will use the funds to pay the service providers and vendors in connection with the Grand Opening marketing program. We will not be obligated to pay them, and it will be your responsibility to do so on a timely basis. If you fail to pay them on a timely basis, both we and the service providers and vendors may suspend services to you, and you will be in material breach of this Franchise Agreement.

4. If you have previously developed and opened a Tropical Smoothie Cafe Restaurant, then we will not collect the Reduced Grand Opening Contribution and you will be obligated to pay all service providers and vendors for the Grand Opening Marketing Program directly as and when the amounts are due. To facilitate this, within 10 days of our approval of your Grand Opening marketing plan, you must deposit in a dedicated bank account the amount of the Reduced Grand Opening Contribution and such supplementary amount as required by the Grand Opening marketing plan you develop. You will use the funds to pay the service providers and vendors in connection with your Grand Opening Marketing Program. If you fail to pay them on a timely basis, both we and the service providers and vendors may suspend services to you, and you will be in material breach of this Franchise Agreement.

I. Conditions to Opening. You must notify us at least 30 days before you intend to open the Franchised Business to the public. Before opening, you must satisfy all of the following conditions: (i) you must be in compliance with this Franchise Agreement; (ii) you must have all applicable governmental permits and authorizations; (iii) the Franchised Business must conform to all applicable System specifications; (iv) we must have inspected and approved the Franchised Business; (v) you must have sufficient employees; (vi) you must have completed our required Initial Training Program; (vii) you must have submitted insurance certificates, a copy of your executed lease, your EFT, and all other documents and information required by this Franchise Agreement or by us; (viii) you must have begun to implement the Grand Opening marketing program required under Section 5.H and paid all amounts due us and our approved suppliers and vendors and have maintained a balance, subject to our verification, of the amounts necessary to complete the plan in accordance with the budget; and (ix) you must have our written approval to open (which will not be unreasonably withheld or delayed).

J. Destruction of Franchised Business. If the Franchised Business is damaged or destroyed by fire or other casualty, or is required by any governmental authority to be repaired or reconstructed, you shall commence repair or reconstruction of the Franchised Business within 90 days after the date of such casualty or notice of governmental requirement (or such lesser period as may be required by the applicable authority) and shall complete all required repair and reconstruction as soon as possible thereafter, but in no event later than 180 days after the date of such casualty or governmental requirement or such lesser period required by law. In the case of reconstruction due to casualty, the minimum acceptable appearance for the restored building will be that which existed immediately prior to the casualty; provided, however, you will use your best efforts to have the reconstructed Franchised Business include the then-current image, design, and specifications of a Tropical Smoothie Café® Restaurant.

6. YOUR DUTIES

A. Compliance with System. You acknowledge and agree that every detail of the Franchised Business, including without limitation the uniformity of appearance, service, products and advertising of the Franchised Business is important to you, us, the System and our other franchisees, in order to maintain the System's high and uniform operating standards, to increase demand for the products and services, and to protect our reputation and goodwill. You must operate the Franchised Business in conformity with our System (as set forth in the Manuals or otherwise), including such methods, standards and specifications as we may from time to time prescribe for Tropical Smoothie Cafe Restaurants. Pursuant to this ongoing responsibility, you agree:

1. To sell all menu items, products and services required by us, utilizing the method and manner that we prescribe; to offer for sale only such menu items, products and services which have been expressly approved for sale in writing by us; to refrain from any deviation from our standards and specifications for preparing, serving or selling such menu items, products or services; and to discontinue selling any such menu items, products or services as we may disapprove in writing at any time;

2. To display and make available to customers all nutritional information

regarding menu items, products and services as we may require, from time to time, and in the manner, that we specify and consistent with federal, state and local laws.

3. With respect to any off-site distribution methods such as catering and delivery: (i) to use the off-site distribution methods which we require; (ii) to not use an off-site distribution method which we do not require unless we expressly authorize you to do so; and (iii) to comply with our specifications for any such distribution programmethod;

4. To maintain in sufficient supply as we may prescribe in the Manuals or otherwise in writing and use at all times only such products and supplies as conform to our standards and specifications in the Manuals;

5. To use at all times only such methods of preparation, methods of service, and like methods as we may require, including without limitation our standards for preparation and presentation of Products; and to refrain from deviating therefrom by using nonconforming methods without our prior written consent;

6. To obtain such products, equipment, services, and supplies as we may require, for the appropriate handling, preparation, presentation, selling and service of any Products;

7. To lease or purchase and install at your expense all fixtures, furnishings, décor, signs and equipment we may reasonably specify from time to time in the Manuals or otherwise in writing, and to refrain from installing or permitting to be installed on or about the Franchised Business without our prior written consent any fixtures, furnishings, signs, décor, equipment or other items not specifically approved as meeting our standards and conforming to our specifications;

8. To employ sufficient staff to operate the Franchised Business at all times and maintain the dress and appearance of employees (all other matters pertaining to employment are suggestions or recommendations only);

9. To cause all personnel to render competent and conscientious service to guests. You are solely responsible for training all of your employees and ensuring they are fully trained to perform their duties. We may, although we are under no obligation to so, develop and require the use of a learning management system, at sole cost to you, for use in training your employees;

10. To comply with such maximum or minimum pricing requirements that we may determine, and to offer menu items at specific prices we determine if we are promoting such items on a national or regional basis, for the duration of the promotion (but only to the extent permitted by applicable law);

11. To keep the Franchised Business open and in normal operation for such minimum, maximum, and/or specific hours and days as we may from time to timeprescribe;

12. To keep the Franchised Business at all times under the direct, on-premises supervision of you (or your Operating Principal, as defined herein), or the supervision of a manager approved by us who has attended and successfully completed our training program;

13. Not to install or permit to be installed on or about the Franchised Business, without our prior consent, any furnishings, fixtures, equipment, décor, signage, or other improvements not previously approved as meeting our standards and specifications; and

14. To honor all credit, charge, courtesy or cash cards or other credit devices required or approved by us. You must obtain our written approval prior to honoring any previously unapproved credit, charge, courtesy or cash cards or other credit devices. You shall ensure that the Franchised Business adheres to the standards applicable to electronic payments including Payment Card Industry Standards or any equivalent thereof. You shall immediately (in any event within 24 hours) notify us if you suspect or have been notified by any third party of a possible security breach related to the electronic payment system used in the Franchised Business.

B. Your Organization. If you are or become a corporation, limited liability company, or other entity, you shall comply with Section 13 of this Franchise Agreement and the following requirements:

1. If we request, you will provide to us complete, correct and up-to-date copies of your articles of incorporation and bylaws or, as applicable, your articles of organization and limited liability company agreement, other governing documents and agreements among owners, any amendments to them, resolutions authorizing your entry into and performance of this Franchise Agreement, and any documents restricting the sale or transfer of your stock or other ownership interests.

2. You represent that Exhibit B completely and accurately (i) identifies each of your Owners, officers and directors; and (ii) describes the nature and extent of each Owner's interest. If any information on Exhibit B changes (regardless of whether such change is a Transfer (as such term is defined herein) requiring our approval), you will provide an updated Exhibit B to us within 10 days of such change.

3. You shall have each of your current and future owners sign our standard form of Owners' Guaranty, agreeing to be bound, jointly and severally, by all provisions of this Franchise Agreement. We may amend or modify the form of such guaranty from time to time as to owners signing the guaranty after the Effective Date.

C. Operating Principal. You agree that the person designated as the "Operating Principal" on Exhibit B is the executive primarily responsible for the operation of the Franchised Business and has decision-making authority on your behalf. If you are an Individual, then you must act as the Operating Principal. If you are a corporation, limited liability company or other entity, then the Operating Principal must have at least 5% ownership interest in the Franchised Business. The Operating Principal does not have to serve as a day-to-day general manager of the Franchised Business. If the Operating Principal dies, becomes incapacitated, transfers his/her interest in the Franchised Business, or otherwise ceases to be the executive primarily responsible for the

Franchised Business, you must promptly designate a new Operating Principal, subject to our reasonable approval.

D. Compliance with Laws. You and the Franchised Business shall comply with all applicable laws, ordinances, rules, regulations, court orders, and decisional authority of all federal, state and local governmental authorities having jurisdiction over the Franchised Business (collectively, the "Laws"). You and the Franchised Business shall obtain and maintain in full force and effect all governmental permits and licenses necessary for the Franchised Business.

E. Ongoing Training. You, your Operating Principal and your managers must attend and complete, to our reasonable satisfaction, such additional training programs as we may require from time to time. We may charge a reasonable fee for such programs in an amount reasonably commensurate with our internal and out-of-pocket costs. You will be responsible for any and all other expenses incurred in attending training, including, without limitation, the costs of meals, lodging, and travel.

F. Meetings and Conferences. You, your Operating Principal and your managers (if required by us) must attend all in-person meetings and remote meetings (such as telephone conference calls) that we require. We may require you to attend one or more regional or national conventions or conferences per calendar year, and we may charge a reasonable fee to fund such conventions or conferences, regardless of your attendance, in an amount reasonably commensurate with our internal and out-of-pocket costs. You will be responsible for all travel and other expenses of attending any meeting, convention or conference.

G. Use of Site. You must use the Site solely for the operation of the Franchised Business, and not use or permit the Site to be used for any other purpose or activity without our prior written consent.

H. Maintenance. You must continuously maintain the Franchised Business in the highest degree of sanitation, repair and condition as we reasonably require. In connection with such maintenance, you shall make such alterations, additions, and repairs to the Site, and such replacement of items in and about the Franchised Business, as we may require, which additions, alterations, and repairs may include, without limitation, periodic repainting, refinishing, and repairing of the interior and exterior and replacing obsolete and worn signs, furnishing, fixtures and equipment.

I. Health and Safety Standards. You must meet and maintain the highest standards of cleanliness, health and sanitation applicable to the Franchised Business, as we may reasonably require.

J. Remodel. You acknowledge and agree that it is in your best interest, and in the best interests of the System, that your Franchised Business be clean, up-to-date, well-maintained and well-appointed. Therefore, you acknowledge and agree that you will, at our request, remodel the Franchised Business periodically. The parties acknowledge that nothing in this Section 6.J will affect your obligation to maintain the Site and Franchised Business in compliance with the other provisions of this Franchise Agreement and the Manuals. Notwithstanding anything set forth in this Section

6.J to the contrary, we will not require you to remodel the Franchised Business more than once every five years. By way of example, we could require you to remodel the Franchised Business in the second year of the Initial Term and, in such case, we could not require you to remodel the Franchised Business again until the seventh year of the Initial Term. Prior to commencing any remodel, you must submit to us a complete set of plans and specifications for the proposed remodel. We will review the proposed remodel plans promptly and will approve or provide comments regarding such proposed remodel plans. You shall not commence a remodel unless and until we approve in writing the proposed remodel plans. In connection with a remodel, we may require you to spend $3,750 on marketing to promote the Franchised Business, in addition to your National Marketing Fee and Local Advertising Cooperative Contribution. For any remodel, you must use a licensed and approved architect and a general contractor.

K. Taxes and Indebtedness. You shall timely pay when due all taxes levied or assessed, including without limitation unemployment and sales taxes, and all accounts payable and other indebtedness of every kind you incur, in the operation of the Franchised Business, including payments to all vendors, Approved Suppliers and your landlord. Should any taxing authority impose on us any "franchise" or other tax that is based on the gross sales, gross revenues, business activities, or operation of the Franchised Business, except for federal and state income taxes, you will reimburse us an amount equal to the amount of such taxes and related costs and expenses imposed on or paid by us, unless the tax is credited against income tax otherwise payable by us. In the event of any bona fide dispute as to your liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with the procedures of the taxing authority or law; however, in no event shall you permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by a creditor, without limitation foreclosure, eviction, or repossession, to occur against the premises of the Franchised Business, or any improvements of such premises, or any furniture, fixtures, equipment or other assets of the Franchised Business.

L. Designated and Approved Products and Suppliers.

1. You shall offer for sale at the Franchised Business, and you shall use in your Franchised Business, only those menu items, ingredients, vitamin and nutritional supplements, food, beverages, packaging, supplies, signs, equipment, service providers, distributors, and other items and services that we from time to time approve (and which are not thereafter disapproved) and that comply with our specifications and quality standards. If required by us, any such items or services shall be purchased only from "Approved Suppliers" that we designate or approve (which might include and/or be limited to us and/or our affiliates). You recognize that we shall have the right to appoint only one manufacturer, distributor and/or another vendor as the Approved Supplier for any particular item. You shall not offer for sale, sell or provide through the Franchised Business or from the Site, any products or services that we have not approved.

2. We will provide you, in the Manuals or other written or electronic form, with a list of specifications and, if applicable, a list of Approved Suppliers for some or all of these items and may from time to time issue revisions thereto. If you desire to utilize any services or products that we have not approved (for services and products that require supplier approval),

you must first send us sufficient information, specifications and/or samples for us to determine whether the product or service complies with our standards and specifications, or whether the supplier meets our Approved Supplier criteria.

3. You will bear all reasonable expenses incurred by us in connection with determining whether we will approve an item, service or supplier. We will decide within a reasonable time (usually 30 days) after receiving the required information whether you may purchase or lease such items or services from such supplier. Approval of a supplier may be conditioned on requirements related to the frequency of delivery, standards of service, consistency, reliability and general reputation. Nothing in this Section will be construed to require us to approve any particular item, service or supplier, or to require us to make available to prospective suppliers, standards and specifications that we, in our discretion, deem confidential.

4. Notwithstanding anything to the contrary in this Franchise Agreement, we have the right to review from time to time our approval of any items, services or suppliers. We may revoke our approval of any item, service or supplier at any time, in our sole discretion, by notifying you and/or the supplier. You shall, at your own expense, promptly cease using, selling or providing any items or services disapproved by us and shall promptly cease purchasing from suppliers disapproved by us.

5. We have the right to retain volume rebates, markups and other benefits from suppliers or distributors, or in connection with purchases by you. You will have no entitlement to or interest in such benefits, unless otherwise agreed to by us inwriting.

6. You must pay all amounts owed to Approved Suppliers when due.

M. Market Research. We may conduct market research and testing to determine consumer trends and the salability of new menu items, food and beverage products and services. You agree to participate in such market research programs as may be conducted by us, in our sole discretion, by test marketing new menu items and food and beverage products and services in the Franchised Business. You agree to provide us with timely reports and other relevant information regarding market research. You agree to purchase a reasonable quantity of the tested new menu items, food and beverage products or services and effectively promote and make a reasonable effort to sell the new menu items, products and/or services.

N. Inspection of Premises. You must permit us, our employees, agents and representatives, including, but not limited to, your Area Developer (if any) and the Area Developer's employee(s) and any third parties we designate, to enter the Franchised Business and/or to examine any motor vehicle used in connection with the Franchised Business, at our discretion, at any time with or without prior notice to you, for purposes of conducting inspections, taking photographs and audio/video recordings, interviewing employees and customers, and/or evaluating any aspect of the Franchised Business. You will cooperate fully in such inspections by rendering such assistance as reasonably may be requested. Upon notice from us or any of the above-referenced individuals, and without limiting our other rights under this Franchise Agreement, you shall immediately correct any deficiencies detected during such inspections, including, without limitation, immediately ceasing and preventing the further use of any products,

equipment, inventory, advertising materials, supplies, vehicles, or other items that do not conform to our then-current specifications, standards or requirements. In the event you fail or refuse to correct such deficiencies, we shall have the right to enter upon the premises of the Franchised Business, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such corrections as may be required, at your sole expense which you agree to pay upon demand. We may from time to time develop and implement policies relating to inspection of Tropical Smoothie Cafe Restaurants that may vary from, or be more lenient than, the foregoing requirements. You agree to follow them. If you fail to meet our standards at your Franchised Business after 2 inspections, then we may direct a third party we choose to conduct a third inspection and report. If we do so, you must reimburse on demand the amount of our expenses for such third-party service (including service fees, travel and living expenses).

O. Lease. You must comply with your lease or sublease for the Site. You must submit to us any renewals, amendments, default notices, or other material documents related to your lease within 10 days of your receipt or issuance thereof.

P. Display of Marks. You must display our Marks at the Franchised Business, on uniforms and otherwise in the manner prescribed by us. The color, design and location of said displays shall be specified by us and may be changed from time to time in our sole discretion.

Q. Vehicles. Any vehicle used by you in connection with the operation of the Franchised Business must meet our image and other standards and otherwise comply with any and all applicable laws, regulations and rules. You must place such signs and décor items on the vehicle as we require and shall at all times keep the vehicle clean and in good working order. You must replace the vehicle with a more updated model as and when we specify. You shall not permit anyone younger than the age of 18 years or who does not possess a valid driver's license to operate a vehicle used in connection with the Franchised Business. You shall require each person who operates a vehicle used in connection with Franchised Business operations to comply with all applicable Laws, regulations and rules of the road and to use due care and caution in the operation and maintenance of the vehicles.

R. Supplemental Marketing Programs. We may establish supplemental marketing programs (such as limited time offers, gift cards, gift certificates, coupons, loyalty programs, reward programs, customer relationship management and mobile applications) from time to time as part of the System, and you must participate in (and comply with) such supplemental marketing programs at your expense. You must utilize the service providers we designate for these programs, utilize the specified equipment and software and pay the associated fees on a timely basis.

S. Customer Satisfaction and Franchise Compliance Programs. You must participate, at your own expense, in programs we may require from time to time regarding customer satisfaction and/or your compliance with the System, which may include (but are not limited to) a guest feedback system, guest survey programs, and mystery shopping. We may require you to reimburse us for the cost of such programs. We will share the results of these programs with you, as they pertain to your Franchised Business. You must meet or exceed any minimum score requirements set by us from time to time for such programs.

T. Customer Complaints. You must promptly respond to, and reasonably attempt to resolve, any complaints or negative feedback received by us or you from any of your customers. If you fail to respond to and resolve any customer complaint or negative feedback, we may do so on your behalf, and you will reimburse us upon request for any costs or expenses we incur.

U. Identification of Independent Ownership. You shall hold yourself out to the public as an independent contractor operating the Franchised Business pursuant to a license from us and as an authorized user of the System and the Marks which are owned by us. You agree to take such action as we reasonably request to do so, including, without limitation, exhibiting to customers and others such notices of independent ownership as we may require from time to time, in a conspicuous place on the premises of the Franchised Business and on such forms, business cards, stationery and advertising and other materials as we may specify.

V. Conduct. You must conduct your business at all times in a manner that reflects favorably on the System and the Marks. You shall at no time engage in deceptive, misleading or unethical practices, or conduct any other act (or failure to act) which has a material negative impact on the reputation and goodwill of the System, the Marks, us or that of any other franchisee operating under the System.

W. Donations. Without our prior written approval, the Franchised Business shall not (i) donate money, products, or services to any charitable, political, religious, or other organization or cause; or (ii) act in support of any such organization.

X. Personnel. You are solely responsible for hiring, training and supervising Franchised Business personnel and must hire sufficient personnel to fully staff the Franchised Business to operate in accordance with System standards. You are responsible for ensuring that all such personnel meet every requirement imposed by applicable federal, state and local law.

Y. No Lien on Agreement. You shall not grant a security interest in this Franchise Agreement (including any collateral assignment of this Franchise Agreement) to any person or entity. If you grant an "all assets" security interest to any lender or other secured party, you shall cause the secured party to expressly exempt this Franchise Agreement from the security interest.

7. MARKS

A. Grant of License. We grant you a non-exclusive license to use the Marks solely in connection with the operation of your Franchised Business.

B. Conditions for Use. With respect to your use of the Marks pursuant to the license granted under this Franchise Agreement, you agree that:

1. You must use only the Marks designated by us and shall use them only in the manner required or authorized and permitted by us. You acknowledge that any unauthorized use of the Marks will constitute infringement of our rights.

2. You must use the Marks only in connection with the operation of the Franchised Business, and only at the Franchised Business or in advertising for the Franchised Business.

3. You must identify yourself as the owner of the Franchised Business and a licensee of the Marks on all invoices, order forms, receipts, business stationery and contracts, as well as at the Franchised Business on a sign that is conspicuously displayed to customers, in each case using such language as we may prescribe.

4. You must comply with our instructions in filing and maintaining the requisite trade name or fictitious name registrations and must execute any documents our counsel or we deem necessary to obtain protection for the Marks or to maintain their continued validity and enforceability.

5. If you become aware of any infringement of the Marks or if your use of the Marks is challenged by a third party, then you must immediately notify us, and we will have sole discretion to take such action as we deem appropriate. You will cooperate and assist as required by us in any enforcement activities or litigation as we deem necessary to fully protect all our interests in the Marks, including any state and federal trademark and service mark registrations for the Marks, or to protect the System. If we determine that no action to protect the Marks is necessary, then in consultation with us, you may take any action you deem necessary to protect your own interest, at your own expense.

6. If we modify or discontinue the use of any Mark and/or require the use of one or more additional or substitute names or marks, you will modify or discontinue the use of any such name or mark, within a reasonable time after receiving notice, and use such additional or substitute name or mark, at your expense.

C. Acknowledgements. You acknowledge and agree that:

1. As between us and you, we (or our affiliates) own all right, title and interest in and to the Marks and the goodwill associated with and symbolized by them;

2. The Marks are valid, distinctive and serve to identify us as the source of the goods and services offered pursuant to those Marks and by those who are authorized to operate under the System;

3. You will not directly or indirectly contest the validity, distinctiveness, or ownership of the Marks, or our right to license the Marks, either during the Term or thereafter;

4. Your use of the Marks pursuant to this Franchise Agreement does not give you any ownership interest or other interest in or to the Marks, except the nonexclusive license granted in this Franchise Agreement;

5. In the event, we substitute different Marks for the Marks you are currently

using, you will promptly affect such substitute Marks at your sole cost and expense;

6. Any and all goodwill arising from your use of the Marks and/or the System shall inure solely and exclusively to our benefit, and upon expiration or termination of this Franchise Agreement no monetary amount shall be assigned as attributable to any goodwill associated with your use of the System or the Marks;

7. You shall not register or attempt to register the Marks in your name or that of any other person or entity; and

8. The license of the Marks granted to you under this Franchise Agreement is non-exclusive and we thus have retained the rights, among others:

(i) To use the Marks themselves in connection with selling products and services;

(ii) To grant other licenses for the Mark, in addition to those licenses already granted to existing franchisees and otherwise; and

(iii) To develop and establish other systems using marks the same or similar to the Marks, or any other marks, and to grant licenses or franchises thereto at any location whatsoever, without providing any rights or compensation to you.

D. Franchisee-Developed Concepts. You agree to disclose to us all ideas, concepts, methods, techniques and products conceived or developed by you or your managers during the Term relating to the development and/or operation of the Franchised Business. Any such idea, concept, method, technique or product is automatically owned by us. If the foregoing provision is invalid or otherwise unenforceable, you will grant to us an irrevocable, world-wide, exclusive, royalty-free license, with the right to sublicense such ideas, concepts, methods, techniques and products. We shall have no obligation to make any payment to you with respect to any such idea, concept, method, technique or products. You agree that you will not allow any other person or entity to use any such idea, concept, method, technique or product without obtaining our prior written approval.

8. TECHNOLOGY

A. Computer System.

1. We shall have the right to specify or require certain brands, types, makes and/or models of communication, computer systems, and hardware to be used by, between, or among Tropical Smoothie Cafe Restaurants, including without limitation: (a) point of sale systems (the "POS System"), data, audio, video, and voice storage, retrieval, and transmission systems for use at Tropical Smoothie Cafe Restaurants, between or among Tropical Smoothie Cafe Restaurants, and between and among the Franchised Business and us, our designee and/or you; (b) cash register systems; (c) physical, electronic, and other security systems; (d) printers

and other peripheral devices; (e) back of house computer, archival back-up systems; and (f) internet access mode (e.g., form of telecommunication connection) and speed (collectively, the "Computer System"). You may be required to obtain some of these components and services directly from us, our affiliates or designated or approved suppliers. You may incur monthly fees for ISP, ASP, data polling services and the like.

2. We shall have the right, but not the obligation, to implement or develop (or have developed for us, or our designee): (a) computer software programs and accounting system software that you must use in connection with the Computer System, which you shall install (the "Required Software"); (b) updates, supplements, modifications, or enhancements to the Required Software, which you shall install; (c) the tangible media upon which you shall record or receive data; and (d) the database file structure of your Computer System.

3. You must, at your sole cost, purchase, use, maintain and update the Computer System and follow the procedures related thereto that we specify in the Manuals or otherwise in writing. You must maintain the Computer System in good working order at all times and upgrade, update or otherwise change the Computer System and Required Software during the Term of this Franchise Agreement, as we require. Our modifications and specifications for components of the Computer System and Required Software may require you to incur costs to purchase, lease or license new or modified computer hardware and software or to obtain service and support for the Computer System or Required Software during the Term of this Franchise Agreement. You agree to comply with modifications to the Computer System and Required Software within 30 days after you receive notice of such modifications. You may not obtain administrative super-user rights to the POS System.

4. We may require you to participate in a mandated management information system, which includes certain Internet and/or intranet networks that are capable of connecting with our computer systems (collectively, the "MIS System"). The MIS System may allow us to review the results of your Franchised Business operations, provide you information, and otherwise facilitate communications among us and our Area Developers and franchisees. You must pay our then-current fees to participate in the MIS System, at the times and in the manner, we designate in the Manuals or otherwise in writing. We reserve the right to poll (via modem or otherwise) your POS System in order to compile sales data, consumer trends, food and labor costs, and other such financial and marketing information as we deem appropriate, and you acknowledge that we may distribute this data on a confidential basis to our network of franchisees.

5. We may require you to participate, at your expense, in mandated data security programs, including programs for compliance with Payment Card Industry Data Security Standards, as such standards may change from time to time. You must abide by all Laws pertaining to the privacy of consumers and transactional information.

6. Your Computer System must be capable of connecting with our computer systems, performing the functions we designate for the Franchised Business, permitting us to review the results of your Franchised Business' operations, and engaging in any e-commerce activities that we designate. In addition to any access we may have to your Computer System

through the MIS System, you must: (a) supply us with any and all codes, passwords and information necessary to have access to your Computer System, and not change them without first notifying us; and (b) not load or utilize any software on the Computer System that we have not specified or approved for use. You will continuously comply with each of our then-current terms of use and privacy policies (and all other requirements) regarding the Computer System, including (but not limited to) Internet use.

7. Like any System standards, we may periodically change, modify, upgrade, delete, enhance and/or alter any aspects or parts of the Computer System, Required Software, POS System and/or MIS System. You must adopt and implement them as and when we specify at your expense.

8. You must utilize our designated online ordering service for all orders accessed via the internet or other digital medium and pay the designated service charges on a timely basis. You must utilize all specified equipment and software and acquire them at your expense from our approved, designated vendor. To facilitate service, pricing and payments, we may require that you pay these fees to us and then we will pay the vendor.

B. Data. All data provided by you, uploaded to our system from your Computer System, and/or downloaded from your Computer System to our system is and will be owned exclusively by us, and we will have the right to use such data in any manner that we deem appropriate without compensation to you. In addition, all other data created or collected by you in connection with the Computer System, or in connection with your operation of the Franchised Business (including but not limited to consumer and transaction data), is and will be owned exclusively by us during the term of, and following termination or expiration of, this Franchise Agreement. Copies and/or originals of such data must be provided to us upon our request. We hereby license use of such data back to you, at no additional cost, solely for the term of this Franchise Agreement and solely for your use in connection with the Franchised Business.

C. Data Requirements and Usage. We may, from time-to-time, specify in the Manuals or otherwise in writing the information that you shall collect and maintain certain data on the Computer System installed at the Franchised Business, and you shall provide to us such reports as we may reasonably request from the data so collected and maintained. During and subsequent to the Term of this Franchise Agreement, we shall have the right to use all data pertaining to, derived from, or displayed at the Franchised Business (including, without limitation, data pertaining to or otherwise related to customers).

1. You shall abide by all Laws pertaining to the privacy of consumers, employees and transactional information ("Privacy Laws");

2. You shall comply with our standards and policies pertaining to Privacy Laws. If there is a conflict between our standards and policies pertaining to Privacy Laws and actual applicable Laws, you shall (a) comply with the requirements of the applicable Laws; (b) immediately give us written notice of said conflict; (c) promptly and fully cooperate with us and our counsel in determining the most effective way, if any, to meet our standards and policies pertaining to Privacy Laws within the bounds of the applicable Law;

3. You shall not publish, disseminate, implement, revise, or rescind a data privacy policy without our prior written consent to such policy.

D. Electronic Identifiers; Email. You shall not use the Marks or any other abbreviation or name associated with us or the System as a part of any email address, domain name, or as part of your corporate or other legal name. You agree not to transmit or cause any third party to transmit advertisements or solicitations by email or other electronic media without first obtaining our written consent as to: (i) the content of such advertisement or solicitation, and (ii) your plan for transmitting such advertisements. In addition to any other obligations set forth in this Franchise Agreement, you shall be solely responsible for compliance with any Laws pertaining to sending advertisements or solicitations via email or any other electronic media, including but not limited to the "CAN-SPAM Act of 2003" and the "Telephone Consumer Protection Act of 1991."

E. Online Sites. Unless we have otherwise approved in writing, you shall not establish, use, maintain, sponsor or permit any other party to establish and Online Site (as defined below) that relates in any manner whatsoever to the Franchised Business, or that in any way refers to the Marks, us, and/or the System. You specifically acknowledge and agree that Online Sites shall be deemed "advertising" under this Franchise Agreement and will be subject to (among other things) our approval under Section 11.A of this Franchise Agreement. As used in this Franchise Agreement, "Online Site" means certain domain names, hypertext markup language ("html"), uniform resource locator ("url") addresses, and access to corresponding Internet web sites, and the right to hyperlink to certain web sites and listings on various Internet search engines and other social networking media, business networking media, and marketing media sites, applications, and platforms, all as modified and expanded from time to time as technology progresses and otherwise related to the Franchised Business or the Marks.

1. We have the right, but not the obligation, to establish and maintain one or more Online Sites, which may, without limitation, promote the Marks, any or all of the Products, Tropical Smoothie Cafe Restaurants, the franchising of Tropical Smoothie Cafe Restaurants, and/or the System. We shall have the sole right to control all aspects of any Online Sites, including without limitation its design, content, functionality, links to the websites of third parties, legal notices, and policies and terms of usage. We also shall also have the sole right to discontinue operation of the Online Sites.

2. Unless approved in writing by us, you may not establish or use a separate Online Site. we shall have the right, but not the obligation, to designate one or more webpage(s) to describe you and your Franchised Business, with such webpages to be located within our Online Site.

3. If we permit you, in writing, to have a separate Online Site, then each of the following provisions shall apply:

(i) before establishing any Online Site, you must submit to us for our written approval, a sample of the proposed Online Site, including the domain name, format, visible content (including, without

limitation, proposed screen shots), and non-visible content (including meta tags), or such other information about the proposed Online Site in the form and manner we may require; and you shall not use or modify such Online Site without our prior written approval as to such proposed use or modification;

(ii) in addition to any other applicable requirements, you shall comply with our standards and specifications for Online Sites as prescribed by us from time to time in the Manuals or otherwise in writing;

(iii) if required by us, you must establish hyperlinks to our Online Site or others that we may request in writing;

(iv) we may revoke our approval at any time, in writing, and require you to discontinue use of any separate Online Site; and

4. Transfer. Upon termination or expiration of this Franchise Agreement:

(i) You shall immediately, and without request, provide us with a full and complete written list and description of any and all Online Sites; and

(ii) If we direct you to do so, you shall immediately direct all Internet Service Providers, domain name registries, Internet search engines, and other listing agencies (collectively, the "Internet Companies") with which you have Online Sites: (a) to transfer all your interest in such Online Sites to us; and (b) to execute such documents and take such action as may be necessary to effectuate such transfer. In the event, we do not desire to accept any or all of such Online Sites, you shall immediately direct the Internet Companies to terminate the Online Sites or shall take such other action with respect to the Online Sites as we may direct.

5. Appointment of Power of Attorney. You hereby constitute and appoint us and any of our officers or agents, for our benefit under this Franchise Agreement or otherwise, with full power of substitution, as your true and lawful attorney-in-fact with full power and authority in your place and stead, and in your name or the name of any affiliated person or affiliated company, on termination of this Franchise Agreement, to take any and all appropriate action and to execute and deliver any and all documents that may be necessary or desirable to accomplish the purposes of this Franchise Agreement with respect to any Online Sites. You further agree that this appointment constitutes a power coupled with an interest and is irrevocable. Without limiting the generality of the foregoing, you hereby grant to us the power and right to do the following:

(i) Direct the Internet Companies to transfer all or any part of your interest in and to your Online Sites to us or any third party we designate;

(ii) Direct the Internet Companies to terminate all or any part of your Online Sites; and

(iii) Execute the Internet Companies' standard assignment forms or other documents in order to affect such transfer or termination of your interest in the Online Sites.

6. Certification of Termination. You hereby direct the Internet Companies that they shall accept, as conclusive proof of termination of this Franchise Agreement, our written statement, signed by our officers or agents, that this Franchise Agreement has terminated.

7. Cessation of Obligations. After the Internet Companies have duly transferred all your interest in such Online Sites to us, or after the Internet Companies have duly terminated your interest in such Online Sites, as between you and us, you will have no further interest in, or obligations under, such Online Sites. Notwithstanding the foregoing, you shall remain liable to each and all of the Internet Companies for the sums you are obligated to pay such Internet Companies for obligations you incurred before the date we duly accepted the transfer of such interest in the Online Sites, or for any other obligations not subject to the Franchise Agreement.

F. Changes to Technology. The parties acknowledge that changes to technology are dynamic and not predictable within the Term. In order to provide for the inevitable but unpredictable changes to technological needs and opportunities, you agree that we shall have the right to establish, in writing, reasonable new standards for implementation of technology (including all aspects of the Computer System, POS System and MIS System) in the System and you agree that you shall abide by those standards we establish as and when we require.

9. CONFIDENTIAL INFORMATION

"Confidential Information" means all non-public information of or about the System, us, and our affiliates, and any Tropical Smoothie Cafe Restaurant, including all non-public methods for developing and operating Tropical Smoothie Cafe Restaurants, and all non-public plans, data, financial information, training programs, Manuals, processes, vendor pricing, supply systems, specifications, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data and market data, e-commerce data, information, trade secrets and know-how concerning the operation of Tropical Smoothie Cafe Restaurants which may be communicated to you or of which you may be apprised by virtue of your operation of the Franchised Business under the terms of this Franchise Agreement. With respect to all Confidential Information, (i) you shall treat and maintain the Confidential Information as confidential both during the Term of this Franchise Agreement and thereafter; (ii) you shall use the Confidential Information only for your operation of the Franchised Business under this Franchise Agreement, and not in any other business or capacity; (iii) you shall not make unauthorized copies of any portion of the Confidential Information (whether disclosed via electronic medium or in written or other intangible form), including, for example, the Manuals; (iv) you shall disclose the Confidential Information only as necessary to your employees or agents who have a demonstrable and valid

need-to-know the Confidential Information, and not to anyone else; (v) you shall advise your employees or agents of the confidential nature of such information and the requirements of nondisclosure thereof; (vi) you shall promptly inform us of any unauthorized disclosure or use of Confidential Information; and (vii) you shall implement all reasonable procedures that we prescribe from time to time to prevent the unauthorized use or disclosure of the Confidential Information, including, without limitation, restrictions on disclosure of Confidential Information to your employees and the use of nondisclosure and noncompetition agreements we may prescribe for employees or managers who have access to the Confidential Information. We shall be designated a third-party beneficiary of such nondisclosure and noncompetition agreements, with the independent right to enforce such agreements.

10. RECORDS AND REPORTS

A. Maintenance of Books and Records. You shall maintain complete books, records and accounts for at least seven years from the date of preparation, in accordance with the System and in the form and manner prescribed by us.

B. Weekly Reports. You shall submit to us at your expense, at the same time that Royalty Fees are payable, a weekly statement (in a form prescribed by us) of Gross Sales during the preceding week, together with such other data or information as we may require.

C. Financial Statements. You shall submit to us at your expense, on such forms and in such format, that we prescribe:

1. within 10 days of the end of each month, a profit and loss statement for the Franchised Business for the immediately preceding month; and

2. within 90 days of the completion of your fiscal year, an annual financial statement for the Franchised Business, which shall include an income statement and balance sheet prepared in accordance with generally accepted accounting principles.

We may require the financial statements to be prepared on a consolidated basis for each Franchised Business that you and your affiliates own. We may require that annual financial statements be compiled by an independent certified public accounting firm. We also reserve the right to require you to submit to us financial statements for any period or periods of any fiscal year. We also reserve the right to require that you submit your financial statements electronically, including through an intranet portal, web- and/or cloud-based subscription software or such other means as we reasonably may require in our sole discretion. You shall comply with the accounting and reporting procedures that we prescribe, as modified from time to time, and shall purchase and use all accounting and reporting software and equipment that we require, including without limitation point of sale equipment and software.

D. Annual Business Plan. If required by us, you shall submit an annual business plan and forecast by such date as we prescribe.

E. Other Submissions. You shall also submit to us such other forms, reports, and data, records, contracts, tax returns, governmental permits and other documents and information

related to you or the Franchised Business as we may reasonably require, in the form and at the times and places reasonably required by us.

F. Legal Actions and Investigations. You shall notify us in writing within three days of any legal action (including any lawsuit or governmental investigation) or threatened legal action by any customer or other third party against you or the Franchised Business, or otherwise involving you or the Franchised Business. You shall provide to us such documents and information related to any such action as we may request.

G. Government Inspections. You shall give us copies of all inspection reports, warnings, certificates and ratings, issued by any governmental entity with respect to the Franchised Business within three days of your receipt thereof.

H. Audit. We or our designated agents shall have the right at all reasonable times to examine and copy, at our expense, your books, records, receipts and tax returns. If an audit reveals that any payments to us have been understated in any report to us, then you shall immediately pay to us, upon demand, the amount understated plus interest. You shall also reimburse us for all costs and expenses of the audit if (i) we conducted the audit because you failed to submit required reports or were otherwise not in compliance with the System; or (ii) if the understatement exceeded 2% or more of Gross Sales for the audited period.

I. Requests for Information. You hereby irrevocably grant us permission to: (a) release to your landlord, lender(s), or prospective landlord(s) and lender(s) any financial or operational information relating to the Franchised Business; however, we are under no obligation to do so; and (b) request information from your landlord(s) and lender(s). You also irrevocably authorize such landlord(s) and lender(s) to respond to any and all questions from us and provide us with all information we request regarding you.

11. ADVERTISING

A. Approval of Marketing Materials. You must conduct all advertising, promotion and marketing in a dignified and honest manner, and in accordance with the marketing policies which we prescribe from time to time. You must submit to us proofs of all such materials at least 15 days before their intended use if such materials have not been prepared by us or previously approved by us during the 12-month period preceding the date of proposed use. If you do not receive our written approval within 10 days, we will be deemed to have disapproved the materials. You shall not use any advertising, marketing or promotional plans or materials, which have not been approved in writing by us, and you shall cease to use any plans or materials promptly upon notice by us.

B. National Marketing and Advertising Program. We will deposit your National Marketing Fee in an account (the "NMF Account"). We will use the NMF Account in part to design and create promotional, marketing and advertising resources, including, but not limited to, in-store point of purchase materials, flyers, radio and television commercials and other materials for your use, as we deem appropriate in our sole discretion. All costs associated with your

duplication or distribution of these materials, or with media placement, must be borne by you. We will use the NMF Account in connection with advertising with different media outlets, including print, radio, television and/or online on a national and/or regional level for such advertising, marketing and public relations programs and materials as we deem necessary or appropriate, in our sole discretion. We (or our designee) will maintain and administer the NMF Account in the following manner:

1. We (or our designee) will oversee all advertising, promotion and marketing programs, with sole discretion over the creative concepts, materials and media used in such programs, and the geographic, market and media placement and allocation thereof. The NMF Account may be used to satisfy any and all costs of maintaining, administering, directing, preparing and producing promotional, marketing and advertising resources, including, but not limited to, the cost of preparing and producing television, radio, magazine and newspaper advertising campaigns; the cost of direct mail and outdoor billboard advertising; the cost of marketing and promotion activities, including advertising and marketing agencies; the cost of public relations activities, including advertising and public relations agencies; the cost of developing and maintaining an Internet website; the cost of providing advertising, promotional and/or other marketing materials to franchisees; and personnel and other departmental costs for advertising, promotion and marketing that we internally administer or prepare.

2. The NMF Account will be accounted for separately from our other funds and will not be used to defray any of our general operating expenses, except for such reasonable salaries, administrative costs and overhead that we may incur in activities reasonably related to the administration or direction of the NMF Account and its marketing programs.

3. It is anticipated that the NMF Account contributions will be expended for programs during the fiscal year in which such contributions to it are made. If excess amounts remain at the end of such fiscal year, all expenditures in the following fiscal year(s) will be made first out of such excess amounts, including any interest or other earnings on the NMF Account, and next out of current contributions. We may, in our sole discretion, spend in any fiscal year an amount greater or less than the amount in the NMF Account in that year, and we may lend money to cover any deficits.

4. Each Tropical Smoothie Cafe Restaurant operated by us or our affiliates will contribute National Marketing Fees at the same rate as Tropical Smoothie Cafe Restaurants operated by franchisees.

5. An accounting of the NMF Account will be prepared annually and will be made available to you upon request. We retain the right to have the collections and expenditures of amounts in the NMF Account audited, at the expense of the NMF Account, by an independent certified public accountant we select.

6. We assume no fiduciary duty in administering the NMF Account.

7. We have no obligation to ensure that expenditures from the NMF Account are or will be proportionate or equivalent to contributions of National Marketing Fees by Tropical

Smoothie Cafe Restaurants operating in any geographic area or that any Tropical Smoothie Cafe Restaurant will benefit directly or in proportion to the amount of National Marketing Fees it has paid.

C. Local Advertising Cooperative Contribution. You must participate with other franchisees in your designated market area (as determined by us) in an advertising cooperative. If there are no other franchisees in your designated market area, then you will be the sole member of the advertising cooperative until such time as other franchises have been established in the designated market area. You shall comply with the policies and procedures established by the advertising cooperative and must contribute 2% of Gross Sales each week to the advertising cooperative. We (or our designee) will administer these funds in accordance with the direction of the cooperative members, provided that our prior written approval must be obtained for all expenditures of the cooperative and before the use of any advertising and promotional materials developed by the cooperative. We may contract with an independent accounting firm to administer such funds. We may require cooperative members to adhere to governing documents that we develop. We may require you to submit monthly financial statements for the cooperative. We may require a cooperative to be changed, dissolved or merged. Activities of the cooperative will generally be determined by its members, except that we reserve the right to exercise sole decision-making power over the cooperative funds if we determine, in our sole discretion, that the cooperative is not functioning properly either due to a lack of participation or an impasse among the members. Company-owned locations may participate in the cooperatives and, if they do so, they will be subject to the same fees and voting powers as franchisee members.

D. Promotional Programs. You acknowledge that periodic rebates, give-aways and other promotions and programs are an integral part of the System. Accordingly, you, at your sole cost and expense, from time to time shall issue and offer such rebates, give-aways, discounts, incentives and promotions in accordance with any reasonable marketing programs, loyalty programs or customer survey/research programs established by us, and further shall honor rebates, give-aways and other promotions issued by other franchisees as long as all of the above do not contravene the laws of appropriate governmental authorities.

12. INSURANCE

A. Procurement. You shall procure, prior to the commencement of any operations under this Franchise Agreement, and thereafter maintain in full force and effect at all times, at your sole expense: (i) an insurance policy or policies insuring you, together with your Area Developer (if any), us, and our affiliates against any loss, liability, personal injury, death, property damage or expense whatsoever from fire, lightning, theft, vandalism, malicious mischief and the perils included in the extended coverage endorsement, arising out of or occurring upon or in connection with the Franchised Business or the construction of or leasehold improvements made to the Franchised Business, or by reason of the operation or occupancy of the Franchised Business; and (ii) such other insurance (naming you as the insured) applicable to such other special risks, if any, as we may reasonably require for our own and your protection.

B. Minimum Coverage. Such policy or policies shall be written by an insurance company rated "A" or better by A.M. Best Company, and that is otherwise satisfactory to us, and shall name you as the insured and shall include, at a minimum (except as additional coverage and

higher policy limits may reasonably be specified from time to time by us in the Manuals or otherwise in writing) the following:

1. Comprehensive general liability insurance, including contractual liability, broad form property damage, personal injury, advertising injury, product liability, employee liability, completed operations and independent contractors coverage, legal liability coverage with a minimum of $500,000 in coverage, and fire damage coverage in the amount of $1,000,000 per occurrence, with $2,000,000 aggregate coverage, or such higher amount as required by the lease for the Site;

2. An "umbrella" policy providing excess coverage with limits not less than the following amounts, depending on the number of Tropical Smoothie Café® Restaurants that you (or your affiliate) develop and operate:

Number of Tropical Smoothie Café Restaurants	Minimum Coverage
1-3	$1,000,000
4-6	$3,000,000
7-9	$5,000,000
10-15	$7,000,000
More than 15	$10,000,000

3. Automobile liability coverage, including coverage of owned, non-owned and hired vehicles, with coverage in amounts not less than $1,000,000 combined single limit;

4. Worker's compensation and employer's liability insurance in the minimum amount of $500,000 or such other higher limit as may be required by law, as well as such other insurance as may be required by statute or rule of the state in which the Franchised Business is located and operated; and

5. "All risks" or "special form" coverage for the full replacement of the Franchised Business premises and all personal property and equipment on Site or used in the Franchised Business.

C. Additional Insured. You shall have us, our affiliates, and your Area Developer (if any), named as an additional insured under each policy, except for policies required by statute in your jurisdiction, including, but not limited to workers' compensation and employment practices liability insurance policies. We may require additional types of coverage or increase the required minimum amount of coverage upon reasonable notice. Such policies shall also include a waiver of subrogation in favor of us.

D. Construction Coverage. In connection with any construction, leasehold improvements, renovation, refurbishment or remodeling of the premises of the Franchised Business, you shall cause the licensed general contractor to maintain with a reputable insurer

comprehensive general liability insurance (with comprehensive automobile liability coverage for both owned and non-owned vehicles, builder's risk, product liability and independent contractors coverage) in at least the amount of $1,000,000 with us, our affiliates, and your Area Developer (if any), named as an additional insured, and worker's compensation and employer's liability insurance as required by state law.

E. Certificates. At least 15 days prior to the opening of the Franchised Business, at least 30 days in advance of each policy renewal date thereafter, and ad otherwise reasonably requested by us, you shall submit to us certificates evidencing the existence and continuation of proper coverage with limits not less than those required hereunder. Such insurance certificates shall include a statement by the insurer that the policy or policies will not be canceled or materially altered without at least 30 days' prior written notice to us. In addition, if requested by us, you will deliver to us a copy of any policy required hereunder.

F. Independence of Coverage Requirements. Your obligation to obtain and maintain the foregoing policy or policies in the amounts specified shall not be limited in any way by reason of any insurance which may be maintained by us, and your performance of that obligation shall not relieve you of liability under the indemnity provision set forth in Section 17 of this Franchise Agreement. Any and all policies must provide that your failure to comply with the Franchise Agreement or any other act or omission by you will not void or otherwise affect the protection afforded to us.

G. Third Parties. You shall ensure that all third parties with which you conduct business, are properly insured.

H. Business Interruption/Loss of Revenue Insurance Proceeds. In the case of a fire or other event that results in the damage or destruction of the Franchised Business, you shall pay to us, from any insurance proceeds received by you for business interruption or loss of revenue, an amount equal to 5% percent of such insurance proceeds. This amount shall be paid to us within 10 days after receipt. At the same time, you shall notify us in writing as to whether you will repair or rebuild, as applicable, the Franchised Business in a prompt and timely manner. In the event, you notify us that you will not do so, this Franchise Agreement will automatically terminate, and you must then immediately comply with all of the obligations set forth in Section 15 of this Franchise Agreement that we may reasonably require under the circumstances.

13. TRANSFERS; OPERATION BY US

A. By Us. We may transfer or assign this Franchise Agreement, or any of our rights or obligations under this Franchise Agreement, to any person or entity, and we may undergo a change in ownership and/or control, without your consent. After such transfer or assignment, you shall look solely to the transferee or assignee, and not to us, for the satisfaction of any obligation transferred or assigned. We may also, without your consent, transfer, assign or otherwise alter any or all of the ownership interest in us.

B. By You.

1. If you are an entity, "Owner" means a natural person or business entity which "owns" equity in you, where such ownership is direct, indirect orbeneficial.

2. You acknowledge that the rights and duties set forth in this Franchise Agreement are personal to you (and to your Owners, if applicable) and that we entered into this Franchise Agreement in reliance on your business skill, financial capacity, personal character, experience, and business ability. Accordingly, you (and your Owners, if applicable) shall not conduct or undergo a Transfer (as defined herein) without providing us at least 60 days' prior notice of the proposed Transfer, and without obtaining our prior written consent.

3. "Transfer" means for you or any Owner to voluntarily or involuntarily transfer, sell, assign, delegate, convey, gift, pledge, mortgage, encumber or dispose of, in any single or series of transactions, any direct, indirect, or beneficial interest in: (i) you; (ii) the Franchised Business (or all or substantially all of its assets), (iii) this Franchise Agreement, or any interest or right granted under this Franchise Agreement.

4. Except as specifically provided in this Franchise Agreement, we have the absolute and unfettered right to withhold our consent to a Transfer. In the event of a Transfer, we may impose the following conditions precedent in our sole discretion:

(i) in the event the Transfer, in a single or series of transactions (whether by reorganization, merger, equity interest purchase or exchange or others), would reduce your equity interest in the Franchise Agreement and/or Franchised Business or, if you are an entity, the voting or equity interest held by your Owners in you to no less than 51% ("Minority Ownership Transfer") then on or before such Minority Ownership Transfer, we receive a transfer fee from you equal to $2,500. Such fee will be waived in the event such Minority Ownership Transfer was to your direct family member or to the guarantor of your obligations under this Franchise Agreement;

(ii) in the event the Transfer, in a single or series of transactions (whether by reorganization, merger, equity interest purchase or exchange or others), would reduce your equity interest in the Franchise Agreement and/or Franchised Business or, if you are an entity, the voting or equity interest held by your Owners in you to less than 51% ("Majority Ownership Transfer") then on or before such Majority Ownership Transfer, we receive a transfer fee from you equal to the greater of (A) $10,000 or (B) 5% of the sale price paid to you by the transferee. If there is no sales price paid in connection with the Majority Ownership Transfer, then the transfer fee shall be $10,000. Such fee will be waived in the event such Majority Ownership Transfer was to your direct family member or

to the guarantor of your obligations under this Franchise Agreement;

(iii) the proposed transferee and its owners have completed our franchise application processes and meet our then-applicable standards and requirements for a new franchisee;

(iv) the proposed transferee is not, or does not own or operate, a Competitor. "Competitor" means a business which sells smoothies and includes but is not limited to (i) Smoothie King; (ii) Robeks; (iii) Planet Smoothie; (iv) Jamba/Jamba Juice; and (v) Freshii;

(v) you have paid all monetary obligations to us in full, and you are not otherwise in default or breach of this Franchise Agreement;

(vi) you have paid all suppliers and vendors in full;

(vii) the transferee and its owners and managers undergo such training as we may require;

(viii) you, your Owners, and the transferee and its owners execute our then-current form of the transfer or assumption agreement, which such agreement will (i) contain a general release in favor of us, our affiliates, and our respective past, present and future owners, officers, directors, managers, agents and employees, as well as any and all additional instruments that we reasonably request to evidence the Transfer;

(ix) you and your Owners must agree to remain liable for all of the obligations to us in connection with the Franchised Business arising before the effective date of the Transfer, and execute any and all instruments that we reasonably request to evidence such liability;

(x) the Franchised Business fully complies with all of our then-current System requirements;

(xi) the transferee executes our then-current form of the franchise agreement, which may contain materially different provisions than this Franchise Agreement, and which will have a new term;

(xii) the transferee must agree to a sublease, or to a transfer and assumption, of the lease of the Site from you, and must obtain the landlord's approval prior to any transfer or sublease, if applicable;

(xiii) you Remodel the Franchised Business (or we may require the

transferee to do so within a time period we specify).

5. Any purported Transfer that does not comply with this Section 13.B shall be voidable by us and shall be a default of this Franchise Agreement that shall permit us to terminate the Franchise Agreement pursuant to Section 14.C.

6. The Franchised Business shall not be eligible to request our consent for a Transfer if the Franchised Business has not opened for business, unless you are requesting a Transfer for Convenience of Ownership.

C. Transfer for Convenience of Ownership. You may Transfer this Franchise Agreement to a corporation or limited liability company formed solely for the convenience of ownership, so long as: (i) you own and control 100% of the ownership interests of the corporation or limited liability company; (ii) you notify us at least 30 days prior to the Transfer; and (iii) you comply with Section 6.B and Section 6.C. You agree to remain personally liable under this Franchise Agreement as if the transfer to the corporation or limited liability company did not occur.

D. Our Right of First Refusal. If any party who holds an interest in you or in the Franchised Business and desires to accept any bona fide offer from a third party for a Transfer then you must notify us in writing of each offer and provide us with copies of all relevant documentation related to such offer. Except as otherwise provided in this Franchise Agreement, we shall have the right and option, exercisable within 30 days after receipt of such written documentation and information, to acquire the Franchised Business or purchase the seller's interest in you (collectively, the "Interest") on the same terms and conditions offered by the third party by sending written notice to the seller that we intend to do so. If the consideration, terms and/or conditions offered by a third party are such that we cannot reasonably furnish the same consideration, terms and/or conditions, then we may purchase the Interest for the reasonable equivalent in cash. Any material change in the terms of any offer prior to closing shall constitute a new offer subject to the same right of first refusal by us as in the case of an initial offer. If we elect to purchase the Interest, closing on such purchase must occur by the later of: (a) the closing date specified in the third- party offer; or (b) within 30 days from the date of notice to the seller of our election to purchase. Our right to exercise the option afforded by this Section 13.D shall not constitute a waiver of any other provision of this Franchise Agreement, including all of the requirements of this Section 13 with respect to a proposed Transfer.

E. Transfer Upon Death or Incapacity. If you (or, if the Franchised Business is owned by an entity, any person with a 10% or greater equity interest in the entity) die or become incapacitated, your executor, administrator, or personal representative of that person must Transfer the Franchised Business to a third party approved by us within nine months. If the transferee is a family member of yours, then (i) the Transfer will be approved by us so long as the transferee meets the conditions contained in Section 13.B (other than the payment of the transfer fee); and (ii) the Transfer will not be subject to our right of first refusal in Section 13.D.

F. Franchisee's Financing or Securities Documents. You (and your affiliates) shall not represent in any proposed financing arrangement to any proposed lender or participant in a private or public investment offering that we or any of our affiliates is, or shall be in any way

responsible for your (or your affiliate's) obligations or financial projections, if any, set forth in such financing arrangement or investment offering or that we or any of our affiliates is or shall be participating in any private or public investment offering. We assume no responsibility, liability, or obligation whatsoever to review or comment on any offering circular, prospectus, financing documents of you or your affiliates. We shall be entitled to indemnification pursuant to Section 17 regardless of whether we made any review or comment with respect to any offering circular, prospectus, or financing document of you or your affiliates.

G. Operation of the Franchised Business by Us. If (i) you (or, if you are an entity, the person with a majority interest in you) dies or becomes incapacitated; (ii) this Franchise Agreement is terminated or expires and we elect to purchase assets of the Franchised Business as provided in Section 15.H; or (iii) you operate the Franchised Business in a manner which, in our reasonable opinion, constitutes a danger to the health or safety of any person, then we (or our designee, including an Area Developer) may (but are not obligated to) enter your Site and operate and manage the Franchised Business for your account until this Franchise Agreement is terminated, the Franchised Business is transferred, the Franchised Business is purchased by us, or we return the Franchised Business to you. Our operation and management will not continue for more than 90 days without your consent. We will account to you for all net income from the Franchised Business during the period in which we operate the Franchised Business. We may collect a temporary management fee equal to 10% of Gross Sales for the period in which we operate the Franchised Business.

H. Non-Waiver of Claims. Neither our consent to any proposed Transfer nor our election not to exercise our option to purchase any Interest shall be deemed to constitute a waiver of any claims we may have against the transferor, nor shall it be deemed a waiver of our right to demand exact compliance with this Franchise Agreement or our future rights or options.

14. DEFAULT AND TERMINATION

A. Termination After 30-Day Cure Period. Except as otherwise provided in Section 14.B, Section 14.C and Section 14.D, below, if you violate this Franchise Agreement or otherwise fail to perform any of your obligations hereunder (a "default"), we may terminate this Franchise Agreement by notifying you in writing stating the nature of the default at least 30 days before the effective date of termination. You may avoid termination only by immediately initiating a remedy to cure such default and curing it to our satisfaction prior to the termination date we specify (which may not exceed 30 days from our notice). If any such default is not cured within the specified period, or such longer period as required by law, then this Franchise Agreement shall terminate without further notice to you, effective immediately.

B. Termination With Notice And A 10-Day Cure Period. Upon the occurrence of any of the events of default set forth in this subsection, we may, at our option, terminate this Franchise Agreement by notifying you in writing stating the nature of the default at least 10 days before the effective date of termination. You may avoid termination only by immediately initiating a remedy to cure such default and curing it to our satisfaction within the 10-day cure period. If any such default is not cured within the specified period, or such longer period as required by law, this Franchise Agreement shall terminate without further notice to you, effective immediately.

1. If you fail to make a payment when due (or if you do not have sufficient funds in your account when we attempt an electronic funds withdrawal) to us (or our affiliate) under this Franchise Agreement or any other agreement between you (or your affiliate) and us (or our affiliate), and you fail to cure such non-payment;

2. If you fail to comply with our product and quality control standards and specifications or any other System standard;

3. If you fail to have any real estate brokers, architects, general contractors or suppliers approved by us as required by this Franchise Agreement;

4. If you fail to offer all Products as required by us, or if you offer any unapproved Products;

5. If you fail to maintain or observe the health and sanitation procedures prescribed by us or by the Laws;

6. If you fail to operate the Franchised Business in compliance with the standards and specifications set forth in the Manuals;

7. If you fail to make payment when due to any vendors or suppliers providing products or services to the Franchised Business;

8. If you (or any of your affiliates or Owners) default under any other agreement with us (or our affiliate);

9. If you refuse to permit us to inspect the Franchised Business, or your books or accounts upon demand;

10. If you are unable or unwilling to complete training as required under this Franchise Agreement;

11. If you fail, refuse or neglect to promptly submit certificates of insurance to us as required under this Franchise Agreement; or

12. You, or your affiliates, fail to make payment when due to any landlord of the Franchised Business.

C. Termination with Notice and No Opportunity To Cure. You will be in default of this Franchise Agreement and we may, at our option, terminate this Franchise Agreement and all your rights hereunder, without allowing or permitting you the opportunity to cure the default, effective immediately upon delivery of written notice to you, upon the occurrence of any of the following events:

1. If you (or any of your Owners) made any material misrepresentation or omission when applying to a be franchisee, or if by entering this Franchise Agreement you violated any non-competition agreement by which you are bound;

2. If you fail to acquire your Site or open the Franchised Business for business by the deadlines specified in Section 5.C and Section 5.F, respectively;

3. If the Franchised Business ceases operation for three consecutive days without our prior approval;

4. If your landlord notifies you that the landlord is re-taking possession of the Site, if an eviction proceeding is filed against you, or if you otherwise lose your right to possession of the Site;

5. If you relocate the Franchised Business without our prior written consent;

6. If you (or any of your Owners) engage in any violent or threatening act towards an employee, customer or any other person;

7. If a threat, danger or injury to health or safety of any person results from any act or failure to act by you (or any of your owners), or from the construction, maintenance or operation of the Franchised Business;

8. If you (or any of your Owners) are or have been convicted by a trial court of, or plead no contest or guilty to, a crime or offense that we reasonably believe is likely to have an adverse effect on the System or the Marks, or a felony;

9. If you (or any of your Owners) commits a material violation of Section 6.D (Compliance with Laws) or Section 9 (Confidentiality Information), violates Section 13 (Transfers) or Section 16 (Covenants), or violates any other provision of this Franchise Agreement which by its nature cannot be cured;

10. If you knowingly maintain false books or records, or knowingly submit any false statements or information to us, or underreport Gross Sales by more than 5% for any week;

11. If you or your Operating Principal loses the right to reside in the United States;

12. If you fail to make payment when due on any loan to (or secured by) the Franchised Business, and do not cure such non-payment within any applicable grace period;

13. If a judgment is issued against you from any court that is not satisfied or properly appealed so that it is stayed from execution within 30 days of issuance;

14. If we terminate any other agreement between you (or your affiliate) and us (or our affiliate) for your default thereunder;

15. If you violate this Franchise Agreement after you have received two or more notices of default under this Franchise Agreement (whether or not such defaults are cured after notice), all in the same 24-month period; or

16. If you misuse or make any unauthorized use of the Marks or otherwise materially impair the goodwill associated with the Marks or our right's in or to any aspect of the System.

D. Automatic Termination. You shall be deemed to be in default under this Franchise Agreement, and all rights granted herein shall automatically terminate without notice to you, if you become insolvent or make a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by you if such petition is filed against and consented to by you or not dismissed within 30 days, or if you are adjudicated as bankrupt, or if a court appoints a receiver of or other custodian of your business or assets, or if a final judgment remains unsatisfied or of record for 30 days or longer (unless supersedeas bond is filed), or if execution is levied against the Franchised Business, or suit to foreclose any lien or mortgage against the Franchised Business is instituted against you and not dismissed within 30 days, or if any substantial real or personal property of the Franchised Business shall be sold after levy thereon.

E. Our Right to Cure. If you breach or default under any provision of this Franchise Agreement, we may (but have no obligation to) take any action to cure the default on your behalf, without any liability to you. You shall reimburse us for our costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

F. Temporary Public Safety Closure. If we discover or become aware of any aspect of the Franchised Business which, in our opinion, constitutes an imminent danger to the health or safety of any person, then upon our verbal or written instruction, you must immediately suspend operations of the Franchised Business and remedy the dangerous condition. We shall have no liability to you or any other person for our action or failure to act with respect to a dangerous condition. Our right to require an immediate suspension of operations is in addition to all other rights and remedies we have.

15. OBLIGATIONS UPON TERMINATION

Upon termination or expiration of this Franchise Agreement, all rights granted to you under this Franchise Agreement shall immediately terminate including the Franchise and your right to operate the Franchised Business, and:

A. Cease Operating. You shall immediately cease operating the Franchised Business and cease using any of the Marks and Confidential Information; provided however, that this Section 15.A shall not apply to the operation by you of any other franchised Tropical Smoothie Cafe Restaurant under the System that we may separately and independently have granted you and that we have not terminated.

B. Modify The Premises. If we do not exercise our option to acquire your lease or sublease pursuant to Section 15.H, you shall make such modifications to the premises of the Franchised Business immediately upon termination or expiration of this Franchise Agreement as may be necessary to distinguish the appearance of the premises from that of other Tropical Smoothie Cafe Restaurants, and you shall make such specific additional modifications as we may reasonably request for that purpose. If you fail or refuse to comply with the requirements of this

Section 15, we shall have the right to enter upon the premises of the Franchised Business without being guilty of trespass or any other tort to make such modifications, at your expense, which you shall pay upon demand.

C. Immediate Payment. You shall immediately pay all sums owing to us and our affiliates and suppliers, through the effective date of termination or expiration.

D. Liquidated Damages. If we terminate this Franchise Agreement under Section 14 or if you terminate this Franchise Agreement without the contractual right to do so, we shall be entitled, as liquidated damages and not as a penalty and solely to compensate us for damages due to your failure to continue operating the Franchised Business for the remainder of the term of this Franchise Agreement, to a sum equal to the average Royalty Fees owed by you (even if not paid) per month over the 12-month period preceding the date of termination (or, if the Franchised Business was not open throughout such 12-month period, then the average Royalty Fees earned per month for the period in which the Franchised Business was open), multiplied by the lesser of: (i) 18; or (ii) the number of months remaining in the term of this Franchise Agreement. This liquidated damages provision will not limit our rights to injunctive relief relating to any violations of this Franchise Agreement, nor limit any damages available to us arising out of such violations. You acknowledge and agree that the amount of liquidated damages determined in accordance with the preceding formula reasonably represents our monetary losses of Royalty Fees resulting from the termination of this Franchise Agreement.

E. Return of Materials. You shall promptly return to us all copies of the Manuals, Confidential Information and any and all other materials provided by us to you or created by a third party for you relating to the operation of the Franchised Business, and all items containing any Marks; provided however, that you may retain your copy of this Franchise Agreement, and correspondence between you and us, and any other document which you need for compliance with any applicable laws. You shall delete from the Computer System and POS System any proprietary information, including but not limited to menus, recipes, inventory and pricing. In the event that you fail to comply with this obligation, we have the right to perform such obligations on your behalf, including by contacting the vendor that services the Computer System and POS System to disable your access and/or by physically seizing control and possession of the Computer System or POS System to perform such obligations on your behalf.

F. Close Vendor Accounts. You must close all of your accounts with suppliers which were opened in connection with the Franchised Business. We have the right to notify your Supplier that this Franchise Agreement has expired or been terminated and to require them to close your accounts, if you fail to do so.

G. Cease Identification with Us. You shall promptly cancel all assumed name or equivalent registrations relating to your use of the Marks and notify any applicable telephone, Internet, email, electronic network, directory, and listing entities of the termination or expiration of your right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks; provided however, that this Section 15.G shall not apply to the operation by you of any other Tropical Smoothie Cafe Restaurant under the System that we may separately and independently have granted you and that we have not terminated. You will

authorize the transfer of the foregoing to us or any new franchisee as may be directed by us. You hereby irrevocably appoint us, with full power of substitution, as your true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing.

H. Option to Purchase. Upon expiration or termination of this Franchise Agreement, we shall have the right (but not the obligation) to purchase any or all of the furnishings, equipment, signs, fixtures, supplies, materials and other assets related to the operation of the Franchised Business, at your cost or fair market value, whichever is less, and/or to require you to assign your lease or sublease to us. If the parties cannot agree on fair market value of the assets within ten (10) days of the expiration or termination of this Franchise Agreement, the fair market value will be determined as follows: We will provide you a list of three appraisers selected by us. Within five (5) business days of the date you receive our list, you will have the right to select one of the three appraisers selected by us. The appraiser you select from our list will appraise the furnishings, equipment, signs, fixtures, supplies, materials and other assets. You and we will share the cost of the appraiser equally. The appraiser will be obligated to complete the appraisal within 30 days after being retained. Within thirty (30) days of our receipt of the appraisal, we will determine whether we will exercise our option to purchase any or all of the appraised assets. In the event we elect to purchase any of the assets, we shall purchase assets only and shall assume no liabilities. If we elect to exercise any such option, we shall have the right to set off from the purchase price: (a) all amounts due from you to us or any of our affiliates; (b) your portion of the cost of any appraisal conducted hereunder; (c) any sums necessary to acquire clear title to the lease or sublease. We may assign this option to any other party, without your consent.

16. COVENANTS

A. In-Term Restrictive Covenants. You and your Owners specifically acknowledge that you and they will receive access to valuable specialized training and Confidential Information, and that such specialized training and Confidential Information provide a competitive advantage to the System. During the term of this Franchise Agreement, neither you nor any of your Owners shall, directly or indirectly, for yourself or themselves or through, on behalf of, or in conjunction with, any other person or entity:

1. Divert or attempt to divert any customer of Tropical Smoothie Cafe Restaurants (including the Franchised Business) to any other business or to perform any other act injurious or prejudicial to the goodwill associated with the Marks or the System;

2. Solicit other franchisees or Area Developers, or use available lists of franchisees or Area Developers, for any commercial purpose other than purposes directly related to the operation of the Franchised Business;

3. Have any ownership interest in, or be engaged or employed by, any Competitor;

4. Authorize, assist, or induce another to develop, open or operate a Competitor.

B. Post-Term Restrictive Covenants. You and your Owners covenant that, with respect to you, for a continuous uninterrupted period commencing upon the expiration, termination, or Transfer of this Franchise Agreement for any reason or, with respect to each of the owners, commencing on the earlier of: (i) the expiration or termination of this Franchise Agreement for any reason; or (ii) the time such person ceases to be an owner of the Franchised Business, and continuing for two years thereafter, except as otherwise approved in writing by us, neither you nor any of your Owners shall, directly or indirectly, for themselves or through, on behalf of or in conjunction with any other person or entity:

1. Divert or attempt to divert any customer of Tropical Smoothie Café® Restaurants to any other business or to perform any other act injurious or prejudicial to the goodwill associated with the Marks or the System;

2. Solicit other franchisees or Area Developers, or use available lists of franchisees or Area Developers, for any commercial purpose;

3. Have any ownership interest in, or be engaged, employed by or involved in, either directly or indirectly, any Competitor which is located within a 5-mile radius of the Site or the location of any Tropical Smoothie Cafe Restaurants.

4. Authorize, assist, or induce another to develop, open or operate a Competitor which is located within a 5-mile radius of the Site or the location of any Tropical Smoothie Cafe Restaurants.

C. Directives. In the event of any dispute related to this Section 16 you and your Owners direct any third party construing this Section, including without limitation any court, mediator, master, or other party acting as trier or fact or law:

1. To conclusively presume that the restrictions set forth in this Section 16 are reasonable and necessary in order to protect (i) our legitimate business interests, including without limitation the interests of our other franchisees; (ii) the confidentiality of our Confidential Information; (iii) the integrity of the System; (iv) our investment in the System; (v) the investment of our other franchisees in their Tropical Smoothie Cafe Restaurants; and (vi) the goodwill associated with the System;

2. To conclusively presume that the restrictions set forth in this Section 16 will not unduly burden you or your Owners' ability to earn a livelihood;

3. To construe this Section under the laws governing distribution contracts between commercial entities in an arms-length transaction, and not under laws governing employment contracts; and

4. To conclusively presume that any violation of the terms of this Section 16 (i) was accompanied by the misappropriation and inevitable disclosure of Confidential Information; and (ii) constitutes a deceptive and unfair trade practice and unfair competition.

D. Interpretation. You and your Owners agree that each of the foregoing covenants is independent of any other covenant or provision of this Franchise Agreement. If all or any portion of the covenants in this Section 16 are held to be unenforceable or unreasonable by any court, then the parties intend that the court modify such restriction to extent reasonably necessary to protect our legitimate business interests. You and your Owners agree that the existence of any claim you or they may have against us will not constitute a defense to the enforcement of the covenants of this Section. You agree to pay all damages, costs, and expenses (including reasonable attorney's fees) we may incur in enforcement of this Section. If a person fails to comply with the covenants in this Section, then the restrictive period will be extended for each day of noncompliance. We have the right to reduce the scope of any restrictive covenant set forth in this Section at any time, by giving notice to you.

E. Publicly Held Corporations. Section 16.A and Section 16.B of this Franchise Agreement shall not apply to the ownership by you or your Owners of less than a 5% interest in the outstanding equity securities of any publicly-held corporation.

F. Execution of Covenants by Management. If we request, you will obtain the execution of covenants similar to those set forth in Section 9 (regarding confidentiality) and Section 16 (regarding non-competition and non-solicitation), including covenants applicable upon the termination of a person's relationship with you, from your officers, directors, managers, and other personnel we specify.

G. Covenant as to Anti-Terrorism Laws. You and your Owners agree to comply with, and/or to assist us to the fullest extent possible in our efforts to comply with the USA Patriot Act and USA Freedom Act, and all other present and future U.S. federal, state and local laws, ordinances, regulations, policies, lists and any other requirements of any governmental authority addressing or in any way relating to terrorist acts or acts of war.

17. INDEMNITY

A. We shall in no event assume liability for or be deemed liable under this Franchise Agreement as a result of any action or omission by you in your conduct of the Franchised Business or any claim or judgment arising therefrom against us. You shall defend at your own cost, and indemnify to the fullest extent permitted by law, us and our affiliates, and our respective past, present and future owners, officers, directors, managers, agents, employees and the predecessors, successors, heirs and assigns of any and all of the foregoing (collectively, "Indemnitees") from all losses and expenses (including, but not limited to, reasonable attorneys' fees, costs of investigation, settlement costs, and interest) incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether the same is reduced to judgment) or any settlement thereof arising directly or indirectly from, as a result of, or in connection with (i) your activities under this Franchise Agreement, (ii) your default of any covenant, warranty, representations, agreement, or obligation set forth in this Franchise Agreement, (iii) your default or alleged default of any other agreement, (iv) your violation or

alleged violation of any Laws, standard or directive, or any industry standard, including without limitation, violations resulting from your use of the System, (v) libel, slander, or any other form of defamation by you, (vi) acts, errors, omissions by you or any of your directors, officers, shareholders, partners, members, employees, agents and attorneys, (vii) your activities relating to the operation of the Franchised Business, including but not limited to your preparation and/or sale of Products, (viii) your failure to comply with the laws and regulations of the U.S. Food and Drug Administration, Federal Trade Commission, State and local government agencies that relate to the presentation of nutritional information, including but not limited to menu labeling requirements, food sourcing and food preparation that does not conform to disclosed calories on menu boards, or (ix) your failure to maintain all required and recommended insurance policies and coverage amounts during the Term as set forth by us in this Franchise Agreement, the Manuals or otherwise in writing.

B. This indemnification shall include all losses alleging the negligence of Indemnitees, including without limitation negligence in supervisions and inspection of the Franchised Business, the System standards, but excluding any case which Indemnitee is determined by a court of competent jurisdiction to have engaged in grossly negligence or willful misconduct. This Section 17 shall survive termination or expiration of this Franchise Agreement.

C. You shall promptly notify us of any action, suit, proceeding, claim, demand, inquiry, investigation or default described in this Section 17. With respect to any threatened or actual litigation, proceeding, or dispute that could directly or indirectly affect us or any of the other Indemnitees under this Section 17, we will have the right, but not the obligation, to: (i) choose counsel; (ii) direct and control the handling of the matter; and (iii) settle any claim against the Indemnitees, at your cost and expense. No such undertaking by us will, in any manner or form, diminish your obligation to indemnify us and to hold us harmless.

D. Under no circumstances shall the Indemnitees be required or obligated to seek recovery from third parties or to otherwise mitigate their losses in order to maintain a claim against you. You agree that the failure to pursue recovery or to mitigate loss shall in no way reduce the amounts the Indemnitees may recover from you.

18. DISPUTE RESOLUTION

A. Mediation. If a dispute arises out of or relates to this Franchise Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation with Miles Mediation and Arbitration Services, LLC or another mutually agreeable mediator at or near our headquarters, before resorting to litigation, or some other dispute resolution procedure. The foregoing shall not apply to (i) any controversy or claim relating to ownership or use of our Marks or Confidential Information; (ii) any claim for an injunction or other equitable relief; and (iii) any claim by us for unpaid Royalty Fees or other unpaid amounts owed to us.

B. Notice and Opportunity to Cure. As a mandatory condition precedent prior to your taking any legal or other action against us, whether for damages, injunctive, equitable or other

relief (including, but not limited to, rescission), you shall first give us 90 days' prior written notice and opportunity to cure any alleged act or omission, or to resolve any dispute.

C. Governing Law. This Franchise Agreement is governed by and construed in accordance with the laws of the State of Georgia (without regard to its choice-of-law rules).

D. Jurisdiction and Venue. You and we each consent and irrevocably submit to the exclusive jurisdiction and venue of the state or superior court in Fulton County, Georgia and federal courts of competent jurisdiction in the Northern District of Georgia (Atlanta Division), and waive any objection to the jurisdiction and venue of such courts. This exclusive choice of jurisdiction and venue provision does not restrict the ability of the parties to confirm or enforce judgments or awards in any appropriate jurisdiction. **YOU AGREE THAT THIS SECTION 18.D APPLIES TO ALL AGREEMENTS BETWEEN YOU (OR YOUR AFFILIATES) AND US ENTERED INTO PRIOR TO THE EFFECTIVE DATE, AND SUPERSEDES ANY PROVISION REGARDING JURISDICTION AND VENUE IN ANY SUCH PRIOR AGREEMENT.**

E. Waiver of Jury Trial. You (and your Owners) and we hereby irrevocably waive any right to a jury trial in any action between you (or your Owners) and us or our affiliates.

F. Limitation of Damages. In any dispute arising out of or relating to this Franchise Agreement, you (and your Owners) and we waive any right to punitive or other damages not measured by the prevailing party's actual damages, except for damages expressly authorized by the statute or this Franchise Agreement.

G. Time Limit on Claim. Any legal action arising from or related to this Franchise Agreement must be instituted within two years from the date that the party seeking to bring the action discovers the conduct or event that forms the basis of the legal action. The foregoing time limit does not apply to (i) claims by one party related to non-payment under this Franchise Agreement by the other party; (ii) indemnity claims under Section 17; and (iii) claims related to unauthorized use of Confidential Information of the Marks. This Section does not limit our right to terminate this Franchise Agreement in any way.

H. Specific Performance/Injunctive Relief. Nothing in this Franchise Agreement shall bar our right to obtain specific performance of the provisions of this Franchise Agreement (specifically including the covenants in Section 16) and injunctive relief against threatened conduct that will cause us loss or damage, under customary equity rules, including applicable rules for obtaining restraining orders and preliminary injunctions. You agree that we may apply for such injunctive relief, without bond in excess of $1,000 and without proving actual damages, but upon due notice, in addition to such further and other relief as may be available at equity or law, and your sole remedy, in the event of the entry of such injunction, shall be the dissolution of such injunction, if warranted, upon hearing duly held (all claims for damages by reason of the wrongful issuance of any such injunction being expressly waived).

I. Cumulative Rights and Remedies. No right or remedy conferred upon or reserved to us or you by this Franchise Agreement is intended to be, nor shall be deemed, to be

exclusive of any other right or remedy provided or permitted in this Franchise Agreement, by law or at equity, but each right or remedy shall be cumulative of every other right or remedy.

J. Private Disputes. Any dispute and any litigation arising out of or related to this Franchise Agreement will be conducted and resolved on an individual basis only and not a class-wide, multiple plaintiff or similar basis. No litigation arising out of or relating to this Franchise Agreement or the System may be brought on behalf of any franchisee associations or groups, and you agree not to participate in any such litigation. Any such proceeding will not be consolidated with any other proceeding involving any other person, except for disputes involving affiliates of the parties to such litigation.

K. Attorneys' Fees. The party prevailing in any legal proceeding (including any legal proceeding by you or your Owners against any of our officers, directors, or direct or indirect owners), will be entitled to reimbursement of its costs and expenses, including reasonable accounting and attorneys' fees. "Prevailing party" means the party, if any, which substantially prevailed upon the central litigated issues. If O.C.G.A. 13-1-11 applies to any indebtedness owed by you to us, then the attorney fees will be deemed to be 15% of the principal and interest owed by you.

19. NOTICES

Any and all notices required or permitted under this Franchise Agreement shall be in writing and shall be (i) personally delivered; (ii) mailed by certified U.S. mail, return receipt requested; or (iii) dispatched by overnight delivery service, such as UPS, Federal Express or DHL, to the respective parties at the following address (for us) or at the address specified in Exhibit A (for you) unless and until a different address has been designated by written notice to the other party. Each party must provide at least one street address, not a Post Office Box, where personal delivery of legal notices can be made.

Notices to Us:

Tropical Smoothie Café, LLC
1117 Perimeter Center West, Suite W200
Atlanta, Georgia 30338
Attention: Charles Watson, CEO

With a concurrent copy to:

Tropical Smoothie Café, LLC
1117 Perimeter Center West, Suite W200
Atlanta, Georgia 30338
Attention: General Counsel

Notices will be deemed received upon the earlier on (i) the date and time of receipt; (ii) five (5) business days after being mailed by U.S. certified mail, return receipt requested; (iii) the next business day after having been deposited with an overnight delivery service for next business day

delivery; or (iv) intended recipient's failure or refusal to accept delivery. You agree that our revisions to the Manuals are not considered "notices" under this Franchise Agreement, and that we may issue such revisions by any manner we choose, including, without limitation, e-mail.

20. RELEASE OF PRIOR CLAIMS

By executing this Franchise Agreement, you, individually and on behalf of your heirs, legal representatives, successors and assigns, and each assignee of this Franchise Agreement by accepting assignment of the same, forever releases and discharges us and our affiliates, and our respective owners, directors, officers, employees, agents, and representatives, from any and all claims relating to or arising under any franchise agreement or any other agreement between the parties executed prior to the Effective Date including, but not limited to, any and all claims, whether presently known or unknown, suspected or unsuspected, arising under the franchise, securities or antitrust laws of the United States or of any state or territory thereof.

21. FORCE MAJEURE

Except for (i) your covenants and obligations set forth in Sections 1 and 5 of this Franchise Agreement, (ii) the monetary obligations under this Franchise Agreement, and (iii) as otherwise specifically provided in this Franchise Agreement, if either party to this Franchise Agreement shall be delayed or hindered in or prevented from the performance of any act required under this Franchise Agreement by reason of strikes, lock-outs, labor troubles, inability to procure materials, failure of power, war, acts of terror, riots, insurrection, or other causes beyond the reasonable control of the party required to perform such work or act under the terms of this Franchise Agreement not the fault of such party (a "Force Majeure"), then performance of such act shall be excused during the period of such Force Majeure. The party whose performance is affected by a Force Majeure shall give prompt, written notice to the other party of such Force Majeure. If there shall be a Force Majeure that we deem economically harmful or otherwise detrimental to us or the System, then we shall be entitled to terminate this Franchise Agreement on 90 days' written notice to you; provided, however, that we may withdraw such notice if, within such 90-day period, we determine that the economically harmful or otherwise detrimental effects have ceased.

22. SEVERABILITY AND CONSTRUCTION

A. Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. You agree that (i) we are not your fiduciary, (ii) we have no liability for your obligations to any third party whatsoever, (iii) you have no authority to make any contract, agreement, warranty or representations on our behalf or to incur any debt or obligation in our name. We may engage in any activity that we are not expressly prohibited from taking under this Franchise Agreement.

B. Severability. Every part of this Franchise Agreement is severable. If for any reason any part of this Franchise Agreement is held to be invalid, that determination will not impair any other part, or the rest, of this Franchise Agreement; provided, however, that if we determine that

such finding of invalidity or illegality adversely affects the basic consideration of this Franchise Agreement, we, at our option, may terminate this Franchise Agreement.

C. Captions. All captions in this Franchise Agreement are intended solely for the convenience of the parties and shall not be given any legal effect.

D. Time is of the Essence. If you fail to satisfy a condition or comply with an obligation of this Franchise Agreement which has a specified time period, we are not required to give you any additional time past the expiration of the time period to satisfy such condition or comply with such obligation.

E. No Third Party Beneficiaries. Nothing in this Franchise Agreement is intended, nor shall be deemed, to confer any rights or remedies under or as a result of this Franchise Agreement upon any person or entity other than you, us, and our affiliates.

F. No Waiver. No failure by us to exercise any power reserved to us by this Franchise Agreement, or to insist upon strict compliance by you with any obligation or condition in this Franchise Agreement, and no custom or practice of the parties at variance with the terms of this Franchise Agreement, shall constitute a waiver of our right to demand exact compliance with any of the terms in this Franchise Agreement. Our waiver of any particular default by you shall not affect or impair our rights with respect to any subsequent default, nor shall any delay, forbearance or omission of ours to exercise any power or right arising out of any breach or default by you of this Franchise Agreement affect or impair our right to exercise the same, nor shall such constitute a waiver by us of any right under this Franchise Agreement or the right to declare any subsequent breach or default and to terminate this Franchise Agreement prior to the expiration of its Term. Subsequent acceptance by us of any payments due to us under this Franchise Agreement shall not be deemed to be a waiver by us of any preceding breach by you of this Franchise Agreement.

G. No Implied Covenant. The parties have negotiated the terms of this Franchise Agreement and agree that neither party shall claim the existence of an implied covenant of good faith and fair dealing to contravene or limit any express written term or provision of this Franchise Agreement.

H. Written Consent. Whenever this Franchise Agreement requires our prior approval or consent, you shall make a timely written request to us and such approval or consent will not be effective unless made in writing.

I. Survival. Each provision of this Franchise Agreement that expressly or by implication is to be performed, in whole or in part, after the expiration, termination, or Transfer of this Franchise Agreement will survive such expiration, termination, or Transfer, including, but not limited to, Section 7 (regarding the Marks), Section 9 (regarding confidentiality), Section 10.A (regarding records and reports), Section 15 (regarding obligations upon termination), Section 16.B (regarding non-competition), Section 17 (regarding indemnification) and Section 18 (regarding dispute resolution).

J. Joint Liability. If two or more persons are at any time the "Franchisee" under this Franchise Agreement, whether as partners or joint venturers, their obligations and liabilities to us shall be joint and several.

K. Entire Agreement; Modification. This Franchise Agreement and all ancillary agreements executed contemporaneously with this Franchise Agreement constitute the entire agreement between the parties concerning the subject matter of this Franchise Agreement and supersede any and all prior negotiations, understandings, representations and agreements. Notwithstanding the foregoing, nothing in this Franchise Agreement shall disclaim, or require you to waive reliance on, any representation that we made in the most recent Franchise Disclosure Document that we delivered to you. Except for those acts that this Franchise Agreement permits us to take unilaterally, no amendment, change or variance from this Franchise Agreement shall be binding on the parties unless mutually agreed to by both parties and executed by themselves or their authorized officers or agents in writing.

L. Counterparts. This Franchise Agreement may be executed in multiple counterparts, and each copy so executed shall be deemed an original. A signed copy of this Franchise Agreement delivered by facsimile, e-mail or other means of electronic execution and/or transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Franchise Agreement.

M. Agreement Effective Upon Execution by Franchisor. This Franchise Agreement will not become effective unless and until signed by one of our authorized representatives. We may withdraw this Franchise Agreement at any time before it is signed by one of our authorized representatives, in which event this Franchise Agreement shall be null and void.

23. ACKNOWLEDGEMENTS

A. Reasonable Business Judgment. We acknowledge and agree that we will, and you acknowledge and agree that we may, use Reasonable Business Judgment in the exercise of our rights, discharge of our obligations, and exercise of our discretion, and in all circumstances where we are required to give our consent, unless this Franchise Agreement expressly provides some other standard. "Reasonable Business Judgment" shall mean that our determinations or choices will prevail, even if other alternatives are also reasonable or arguably preferable, if we intend to benefit, or act in a way that could benefit, the System (by, for example, enhancing the value of the Marks, increasing franchisee or guest satisfaction, or increasing our financial strength). You agree to this concept of Reasonable Business Judgment in acknowledgment of the fact that we should have at least as much discretion in administering the System as a corporate board of directors has in directing a corporation and because the long-term interests of the System, all franchisees and owners of franchised businesses in the System, and we and our owners, taken together, require that we have the latitude to exercise Reasonable Business Judgment. We shall not be required to consider a franchisee's particular economic or other circumstances or to slight our own economic or other business interests when we exercise our Reasonable Business Judgment. You acknowledge and agrees that: (i) we have a legitimate interest in seeking to maximize the return to our equity holders; and (ii) the fact that we or our affiliates benefit economically from an action will not be relevant to showing that we did not exercise Reasonable Business Judgment. Neither

you nor any third party (including without limitation any third party acting as a trier of fact or law) shall substitute your, his, her, or its judgment for our Reasonable Business Judgment. In a given situation, you shall have the burden of establishing, by clear and convincing proof, that we failed to exercise Reasonable Business Judgment.

B. Nature of Obligations. You acknowledge and agree that: (i) all obligations we owe under this Franchise Agreement we owe to you alone; and (ii) no other person or entity, including without limitation your affiliates, and your and such affiliates' directors, officers, shareholders, partners, members, employees, and agents, and the predecessors, successors, heirs, and assigns of any of them, shall be entitled to rely on, enforce, or obtain relief for breach of, any of our obligations arising out of or related to this Franchise Agreement, whether directly, indirectly, by subrogation, as an intended third-party beneficiary, or otherwise. You acknowledge and agree that: (i) all obligations of us under this Franchise Agreement are owed by us alone; and (ii) no other person or entity, including without limitation our officers, members, employees, and agents, and our affiliates and their directors, officers, shareholders, partners, members, employees, and agents, and the predecessors, successors, heirs, and assigns of any of them, shall be subject to liability under this Franchise Agreement.

C. Variance. You agree that we have the right to, in our sole discretion and from time to time, approve exceptions or changes to the standards or specifications of the System for any franchisee (including, without limitation, the amount and payment terms of any fee) that we deem necessary or desirable based upon that particular franchisee's qualifications, the peculiarities of a particular site or circumstances, the demographics of the trade area, business potential, existing business practices, or any other condition which we deem to relevant to a particular Tropical Smoothie Cafe Restaurant or group of stores. We will not be required to disclose or grant to you the same or a similar variance. You further acknowledge that other franchisees, whether existing now or in the future, will operate under different forms of the franchise agreement.

D. Your Employees. Under no circumstances shall your managerial personnel or other employees be deemed our employees. You acknowledge that you are the sole employer of the employees of the Franchised Business and you are solely responsible for all labor relations and employment practices in the Franchised Business. You acknowledge that we do not dictate or control labor or employment matters for you and your employees. Any materials, guidance, and assistance that we may provide with respect to employment-related policies and procedures, whether in the Manuals or otherwise, are solely for your optional use. You will determine to what extent, if any, these materials, guidance or assistance should be applied to your employees. You agree to indemnify and hold us harmless from any and all liability, including costs, attorney's fees or other damages which result directly or indirectly from your employees and independent contractors.

E. Investigation of the Franchise. You acknowledge that you have conducted an independent investigation of the business contemplated by this Franchise Agreement and recognize that an investment in a Tropical Smoothie Cafe Restaurant involves business risks, that your success is largely dependent on your own abilities, efforts and active participation in the daily affairs of the Franchised Business, and that the nature of operating a Tropical Smoothie Cafe Restaurant may change over time.

F. Review of Documents. You acknowledge and agree that (i) our review of any letter of intent, lease, loan agreement, purchase agreement, sale agreement, assignment, transfer agreement, site plan, or other agreement or document you propose to enter into or provide is solely to ensure that our interests are adequately protected; (ii) we are not undertaking any such review on your behalf or for your benefit; (iii) our review will not replace review by your accountant, attorney, architect, and other business and professional advisors; and (iv) we will have no responsibility or liability related to such review.

G. Ability to Enter into Agreement. You represent, on behalf of you and your Owners, that (i) your entering into this Franchise Agreement or operating the Franchised Business does not violate any confidentiality or non-competition agreement by which you or your Owners are bound; (ii) neither you nor any of your Owners are employed by or engaged by a Competitor, or are a direct or indirect owner of any Competitor; and (iii) neither you nor any of your Owners are listed or "blocked" in connection with, and are not in violation under, any anti- terrorism law, regulation, or executive order.

H. No Unauthorized Representations or Commitments. You acknowledge and agree that: (i) we do not permit any changes to, this Franchise Agreement, except by means of a written amendment signed by the parties to this Franchise Agreement; and (ii) if any representations. commitments, or promises to change this Franchise Agreement have been made to you, or are made in the future, that are not in a written amendment signed by our authorized officer and delivered to you, such representations, commitments, and promises will not be enforceable.

I. Receipt; No Contrary Representations; No Financial Performance Representations. You acknowledge that:

1. You received our Franchise Disclosure Document at least 14 days prior to the date on which you executed this Franchise Agreement or paid us any consideration related to the Franchised Business.

2. You received a copy of this complete Franchise Agreement, the attachments to this Franchise Agreement, and all agreements related to this Franchise Agreement, if any, complete and with all blanks filled in, at least 7 days prior to the date on which you executed this Franchise Agreement or paid us any consideration related to the Franchised Business.

3. Neither we, nor any person or entity acting on our behalf, has made any representation, commitment, claim, or statement to you that is different from, or that is contrary to, any of the representations, commitments, claims or statements contained in our Franchise Disclosure Document.

4. Neither we, nor any person or entity acting on our behalf, made any oral, written, visual or other representation, commitment, claim, or statement from which any level or range of actual or potential sales, costs, income, expenses, profits, cash flow, or otherwise might be ascertained, related to a Tropical Smoothie Cafe Restaurant, that is different from or contrary to information contained in our Franchise Disclosure Document.

5. The acknowledgements and agreements set forth in this Section 23.I: (i) are intended to show that this Franchise Agreement supports disclosures set forth in our Franchise Disclosure Documents, and that this Franchise Agreement does not waive or contravene such disclosures; (ii) are not a waiver of your right to relief for violation of any laws governing the offer and sale of franchises, but rather are your acknowledgement and agreement that no such violations occurred; and (iii) are being relied upon by us to our detriment in connection with our decision to enter into this Franchise Agreement with you.

This Franchise Agreement is executed by:

FRANCHISOR:

TROPICAL SMOOTHIE CAFÉ, LLC

By:_____
Name: Charles Watson
Title: CEO
Date: _____

FRANCHISEE:

[if an individual]

By:_____
Name:_____
Date: _____

[if an entity]

[ENTITY NAME]

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

EXHIBIT A

FRANCHISE INFORMATION

1. **Site (Section 1.A):** The Site of the Franchised Business is _____ _____.

2. **Designated Area (Section 5.A):** If the location of the Franchised Business is not known and accepted by us as of the Effective Date, you must locate the Franchised Business within the following Designated Area: _____ _____.

   ☐ Check if map is attached.

3. **Address for Legal Notices (Section 19):** Your address for legal notices is:

   _____
   _____
   _____
   _____

   NOTE: This address cannot be a Post Office Box but must be a street address. It should also be different than the address of your Franchised Business.

EXHIBIT B

STATEMENT OF OWNERSHIP INTERESTS

Franchisee Name: _____

Date: _____

1. Form of Ownership. Check one:

- ☐ Corporation
- ☐ Limited Liability Company
- ☐ Partnership
- ☐ Sole Proprietorship

2. Business Entity.

Name of Entity: _____
Date of formation: _____
State of formation: _____

3. Control. All people who have management rights and powers (e.g., officers, directors, managers, partners, etc.) and their positions:

Name	Position(s)

4. Owners. All people who have any direct or indirect ownership of the Franchised Business.

Name	Shares or Percentage of Ownership

5. Operating Principal (see Section 6.C): _____

FRANCHISEE:

By: _____
Name: _____
Date: _____

EXHIBIT C TO THE DISCLOSURE DOCUMENT

FORM OF MULTI-UNIT DEVELOPMENT ADDENDUM TO FRANCHISE AGREEMENT

MULTI-UNIT DEVELOPMENT ADDENDUM TO FRANCHISE AGREEMENTS

THIS MULTI-UNIT DEVELOPMENT ADDENDUM TO FRANCHISE AGREEMENTS (the "**Addendum**") is made and entered into as of _____, 20__ (the "**Effective Date**") by and between Tropical Smoothie Café, LLC, a Georgia limited liability company ("**we**", "**us**" or "**our**") and _____ ("**you**" or "**your**").

RECITALS:

WHEREAS, contemporaneously herewith, the parties have entered into franchise agreements for the Cafes listed in Section 1 of this Addendum (each, a "**Franchise Agreement**", or collectively, the "**Franchise Agreements**"); and

WHEREAS, the parties desire to amend the terms of the Franchise Agreements as set forth in this Addendum;

NOW THEREFORE, in consideration of the foregoing and the mutual promises set forth in the Franchise Agreements and this Addendum, the receipt and sufficiency of which the parties acknowledge, the parties hereby agree as follows:

TERMS AND CONDITIONS:

1. Multi-Unit Development. Contemporaneously with the execution of this Addendum, the parties have executed Franchise Agreements for the following Tropical Smoothie Cafe® Restaurants (each, a "**Cafe**", or collectively, "**Cafes**") to be developed, opened and operated at accepted locations within the Designated Area(s):

*Cafe No.	Cafe ID No.
#	XX-###

*Number of Cafes to be developed under any given Multi-Unit Development Addendum is dependent upon relevant factors (as determined by us in our sole discretion).

2. Relationship with Franchise Agreements and Defined Terms. The parties acknowledge that this Addendum is an integral part of, and is incorporated into, each Franchise Agreement as the terms of this Addendum apply to the Cafe that is the subject of the particular Franchise Agreement. Nevertheless, this Addendum supersedes any inconsistent or conflicting provisions of any Franchise Agreement. Capitalized terms used but not defined in this Addendum have the meanings given in the Franchise Agreements.

3. Initial Franchise Fee. Section 4.A. of each Franchise Agreement is amended to

provide that the initial franchise fee for the Cafe that is the subject of the particular Franchise Agreement is the amount set forth in Section 4 below. The total of the initial franchise fees for all Cafes listed in Section 4 below is due and payable in full on the Effective Date. You expressly acknowledge that all initial franchise fees paid by you to us are non-refundable and fully earned upon receipt by us.

4. Development Schedule. The parties agree that the schedule for the development and opening of the Cafes, including the applicable Site Acquisition Deadlines pursuant to Section 5.C of the Franchise Agreements and Opening Deadlines pursuant to Section 5.F of the Franchise Agreements, is listed below. For each Cafe, you must acquire the Site and open the Cafe by the dates set forth below.

**Cafe No.	Initial Franchise Fee	Site Acquisition Deadline	Opening Deadline	Cumulative No. of Cafes Open & Operating
1	$30,000	TBD	TBD	1
2+	$20,000	TBD	TBD	2+

**Development schedule for Cafes to be developed under any given Multi-Unit Development Addendum is dependent upon relevant factors (as determined by us in our sole discretion).

5. Initial Term. Section 2.A. of each Franchise Agreement is hereby deleted and replaced with the following:

> **A. Initial Term.** The term of this Franchise Agreement will commence on the Effective Date and expire on the 15th anniversary of the Opening Deadline of the Cafe as specified in Multi-Unit Development Addendum to Franchise Agreements.

6. Grand Opening Contribution. Unless you have already opened and developed a Tropical Smoothie Cafe Restaurant, you will pay the Grand Opening Contribution of $7,500 for Cafe No. 1 on the Effective Date. If, for any reason, applicable state law does not permit us to collect the Grand Opening Contribution in full on the Effective Date, then you will pay our approved vendors and service providers for their products and services furnished in accordance with the Grand Opening Marketing Program when due based on invoices presented to you in accordance with Sections 4.F and 5.H of the Franchise Agreement for Cafe No. 1. For any and all subsequent Cafes you develop and open, you will comply with the Reduced Grand Opening Contribution requirements as set forth in Sections 4.F and 5.H of the Franchise Agreements for those Cafes.

7. Development Conditions. In addition to the other terms and conditions set forth in

the Franchise Agreements, your rights to develop and/or open Cafes are subject to your meeting the following conditions to our satisfaction:

a. you possess sufficient financial and organizational capacity to develop, open, operate, and manage the additional Cafes, as determined by us in our reasonable judgment; and

b. you are in full compliance with all requirements at all of your Cafe(s), whether open or in development, and you are not in default under any of the Franchise Agreements or any other agreement between you (or your affiliate) and us (or our affiliate).

If you do not meet the applicable Site Acquisition Deadline or Opening Deadline for any Cafe(s) as set forth above, then you shall be in default of the Franchise Agreement(s) for any such Cafe(s), and, in addition to any and all other available remedies, we may, upon written notice to you, terminate the applicable Franchise Agreement(s) in accordance with Section 14 thereof as well as any Franchise Agreements for future Cafes to be developed hereunder. If we do so, you must comply with all post-termination obligations as set forth in Section 15 of the applicable Franchise Agreement(s).

8. Training. Unless you have already developed and opened a Tropical Smoothie Cafe Restaurant, you shall be required to complete, and we will be required to provide, the Initial Training Program as set forth in Section 3.A.5 of the Franchise Agreements for Cafe No. 1. For Cafe No. 2 and any and all subsequent Cafes, you shall not be required to complete, and we shall not be required to provide the Initial Training Program. Notwithstanding the foregoing, we may still require your general manager(s) to attend and complete the Initial Training Program for Cafe No. 2 and any and all subsequent Cafes.

9. Transfers. If we approve any Transfer by you or your owners (as described in Section 13.B. of the Franchise Agreements) related to a Cafe to which this Addendum applies, we may require, as a condition of our approval for such Transfer, that any rights granted to you under this Addendum be of no further force or effect, including any rights to develop, open and operate any other Cafes which have not yet opened for business. Any Cafe that has not yet opened for business shall not be eligible to request our consent for a Transfer, unless the request relates to a Transfer for Convenience of Ownership pursuant to Section 13.C. of the Franchise Agreement.

10. Confidentiality. Franchisee agrees that the terms of this Addendum are Confidential Information under the Franchise Agreements.

11. Effect of Addendum. This Addendum shall be attached to, incorporated in, and become a part of, the Franchise Agreements. The terms and conditions stated in this Addendum, to the extent they are inconsistent with the terms and conditions stated in the Franchise Agreements, shall prevail over the terms and conditions of the Franchise Agreements. Capitalized terms used but not defined in this Addendum have the meanings set forth in the Franchise Agreements. Except as modified by this Addendum, the Franchise Agreements remain in full force and effect.

12. Execution. This Addendum may be executed electronically and in multiple counterparts, all of which together shall constitute one and the same agreement. Notwithstanding the foregoing, this Addendum shall only become effective upon execution by an authorized representative of Franchisor. Facsimile or electronic signatures will have the same legal effect as original signatures and may be used as evidence of execution.

This Addendum is hereby executed by the parties as follows:

FRANCHISOR:

TROPICAL SMOOTHIE CAFÉ, LLC

By: _____
Charles Watson, CEO

FRANCHISEE:

_____
[INSERT NAME]

OR

[INSERT ENTITY NAME, IF APPLICABLE]

By: _____
[INSERT NAME, TITLE]

[SIGNATURE PAGE TO MULTI-UNIT DEVELOPMENT ADDENDUM TO FRANCHISE AGREEMENTS]

EXHIBIT D TO THE DISCLOSURE DOCUMENT

PRE-AUTHORIZED BANK FORM

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION

Franchisee Information:

Franchisee Name | Store No.

Franchisee Mailing Address (street) | Franchisee Phone No.

Franchise Mailing Address (city, state, zip)

Contact Name, Address and Phone number (if different than above)

Franchisee Fax No. | Franchisee E-mail Address

Bank Account Information:

Bank Name | Bank Account No.

Bank Mailing Address (street) | Bank Routing No.
[: **[:**
(9 characters)

Bank Mailing Address (city, state, zip) | Bank Phone No.

Payee Information: Tropical Smoothie Café, LLC

Authorization: The Franchisee hereby authorizes the Bank to honor and charge the Bank Account for electronic funds transfers or drafts drawn on the Bank Account and payable to the Payees. The amount of such charge shall be set forth in a notice from the Payees presented to the Bank on Wednesday of each week. The Franchisee agrees to execute such additional documents as may be reasonably requested by the Payees or the Bank to evidence the interest of this EFT Authorization. This authority shall remain in full force and effect until the Payees have received written notification from the Franchisee in such time and manner as to afford the Payees and the Bank to act on such notice. The Franchisee understands that the termination of this authorization does not relieve the Franchisee of its obligations to make payments to the Payees.

Signature:_____ Date:_____
Federal Tax ID Number: _____

INDEMNIFICATION OF BANK

In consideration of the Bank's compliance with the foregoing request and authorization, the Payees agree with respect to any action by the Bank in compliance with the foregoing request and authorization to indemnify the Bank and hold the Bank harmless for, from and against any loss the Bank may suffer as a consequence of the Bank's actions from or in connection with the execution and issuance of any electronic fund transfer or draft, whether or not genuine, purporting to be executed by the Payees and received by the Bank in the regular course of business for the purpose of payment, except to the extent such loss caused by the negligence or willful misconduct of the Bank.

INITIAL FRANCHISE FEE AND GRAND OPENING MARKETING FEE
ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION

Franchisee Information:

Franchisee Name

Franchisee Mailing Address (street) | Franchisee Phone No.

Franchise Mailing Address (city, state, zip)

Franchisee Fax No. | Franchisee E-mail Address

(1 of 2) Initial Franchise Fee Withdrawal Bank Account Information:

Authorized Amount: $_____ **Initial Here:** _____

Bank Name | Bank Account No.

Bank Mailing Address (street) | Bank Routing No.
[: **[:**
(9 characters)

Bank Mailing Address (city, state, zip) | Bank Phone No.

(2 of 2) Grand Opening Marketing Withdrawal Bank Account Information:

Authorized Amount: $7,500 **Initial Here:** _____

Bank Name | Bank Account No.

Bank Mailing Address (street) | Bank Routing No.
[: **[:**
(9 characters)

Bank Mailing Address (city, state, zip) | Bank Phone No.

Payee Information: Tropical Smoothie Café, LLC

Authorization: The Franchisee hereby authorizes the Bank to honor and charge the Bank Account for electronic funds transfers or drafts drawn on the Bank Account for the Initial Franchise Fee and Grand Opening Marketing Fee payable to the Payees at the time the Franchise Agreement is executed. The amount(s) of such charges are set forth above and as forth in the Franchise Agreement signed contemporaneously with this EFT. The Franchisee agrees to execute such additional documents as may be reasonably requested by the Payees or the Bank to evidence the interest of this EFT Authorization. This authority shall remain in full force and effect until the Payees have received written notification from the Franchisee in such time and manner as to afford the Payees and the Bank to act on such notice. The Franchisee understands that the termination of this authorization does not relieve the Franchisee of its obligations to make payments to the Payees.

Signature:_____ Date:_____
Federal Tax ID Number: _____

INDEMNIFICATION OF BANK: In consideration of the Bank's compliance with the foregoing request and authorization, the Payees agree with respect to any action by the Bank in compliance with the foregoing request and authorization to indemnify the Bank and hold the Bank harmless for, from and against any loss the Bank may suffer as a consequence of the Bank's actions from or in connection with the execution and issuance of any electronic fund transfer or draft, whether or not genuine, purporting to be executed by the Payees and received by the Bank in the regular course of business for the purpose of payment, except to the extent such loss caused by the negligence or willful misconduct of the Bank.

NOTE: FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO EACH BANK ACCOUNT.

EXHIBIT E TO THE DISCLOSURE DOCUMENT

OWNERS' GUARANTY

OWNERS' GUARANTY

This Owners' Guaranty (the "**Guaranty**") is given this _____ day of _____ 20__, by the undersigned in connection with the execution of the Franchise Agreement dated _____, 20__ (the "**Franchise Agreement**") between TROPICAL SMOOTHIE CAFÉ, LLC ("**Franchisor**") and _____ ("**Franchisee**").

In consideration of, and as an inducement to, Franchisor's execution of the Franchise Agreement, each of the undersigned and any other parties who sign counterparts of this Guaranty (individually, a "**Guarantor**" and collectively, the "**Guarantors**") hereby personally and unconditionally guarantee to Franchisor and its successors and assigns, that Franchisee will punctually perform all of its obligations and pay all amounts due under the Franchise Agreement (including, without limitation, amounts due for initial franchise fees, royalties, advertising fund contributions, and purchases of equipment, materials, and supplies) or otherwise owing by Franchisee to Franchisor or its affiliates.

Each Guarantor has read the terms and conditions of the Franchise Agreement and acknowledges that the execution of this Guaranty and the undertakings of Franchisee in the Franchise Agreement are in partial consideration for, and a condition to, Franchisor's willingness to enter into the Franchise Agreement, and that Franchisor would not have entered into the Franchise Agreement without the execution of this Guaranty and such undertakings by each Guarantor.

Each Guarantor waives:

(i) acceptance and notice of acceptance by Franchisor of the foregoing undertakings; and

(ii) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed; and

(iii) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; and

(iv) any right he or she may have to require that an action be brought against Franchisee or any other person as a condition of liability; and

(v) all rights to payments and claims for reimbursement or subrogation which he or she may have against Franchisee arising as a result of his or her execution of and performance under this Guaranty (including by way of counterparts); and

(vi) any and all other notices and legal or equitable defenses to which he or she may be entitled.

Each Guarantor consents and agrees that:

(i) his or her direct and immediate liability under this Guaranty will be joint and several not only with Franchisee, but also among the Guarantors; and

(ii) he or she will render any payment or performance required under the Franchise Agreement upon demand if Franchisee fails or refuses punctually to do so; and

(iii) such liability will not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person; and

(iv) such liability will not be diminished, relieved or otherwise affected by any subsequent rider or amendment to the Franchise Agreement or by any extension of time, credit or other indulgence that Franchisor may from time to time grant to Franchisee or to any other person, including, without limitation, the acceptance of any partial payment or performance, or the compromise or release of

any claims, none of which will in any way modify or amend this Guaranty, which will be continuing and irrevocable throughout the term of the Franchise Agreement and for so long thereafter as there are any monies or obligations owing by Franchisee to Franchisor or its affiliate under the terms of the Franchise Agreement; and

(v) Franchisee's written acknowledgment, accepted in writing by Franchisor, or the judgment of any court or arbitration panel of competent jurisdiction establishing the amount due from Franchisee will be conclusive and binding on the undersigned as Guarantors.

Each Guarantor individually, jointly and severally, also makes all of the covenants, representations, warranties and agreements Franchisee set forth in the Franchise Agreement and is obligated to perform thereunder, including, without limitation, under Sections 1, 9, 13, 15, 16, 17, 18 and 20 (which include, among other things, the MEDIATION OF DISPUTES and WAIVERS OF JURY TRIAL RIGHTS AND PUNITIVE DAMAGES).

If Franchisor is required to enforce this Guaranty in an administrative, judicial or arbitration proceeding, and prevails in such proceeding, Franchisor will be entitled to reimbursement of its costs and expenses, including, but not limited to, legal and accounting fees and costs, administrative, arbitrators' and expert witness fees, costs of investigation and proof of facts, court costs, other expenses of an administrative, judicial or arbitration proceeding and travel and living expenses, whether incurred prior to, in preparation for or in contemplation of the filing of any such proceeding. If Franchisor is required to engage legal counsel in connection with any failure by the undersigned to comply with this Guaranty, the Guarantors will reimburse Franchisor for any of the above-listed costs and expenses incurred by it.

IN WITNESS WHEREOF, each Guarantor now signs and delivers this Guaranty effective as of the date of the Franchise Agreement, regardless of the actual date of signature.

GUARANTORS

_____

Name: _____

_____

Name: _____

_____

Name: _____

_____

Name: _____

EXHIBIT F TO THE DISCLOSURE DOCUMENT

STATE SPECIFIC ADDENDA AND RIDERS

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
TROPICAL SMOOTHIE CAFÉ, LLC
STATE OF CALIFORNIA

The following paragraphs are added to the disclosure document:

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT at www.dbo.ca.gov.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE DISCLOSURE DOCUMENT.

The following paragraphs are added to the "Special Risks to Consider About *This* Franchise" page:

3. **Liquidated Damages.** Upon early termination of the franchise, you must pay us liquidated damages in an amount equal to the average monthly royalty fees during the 12 months prior to termination multiplied by 18 or the number of months remaining in the franchise agreement, whichever is less.

4. **Stockholders' Equity.** The franchisee or multi-unit operator will be required to make an estimated initial investment ranging from $198,500 to $543,500. This amount exceeds the Franchisor's stockholders' equity as of December 29, 2019 which is a deficit of ($36,442,000).

Item 3 is amended by adding the following:

Neither the franchisor, any person or franchise broker in Item 2 of this disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

Item 5 is amended by adding the following:

The State of California has imposed a deferral condition on us; therefore, no fees are payable by you to us until all of our pre-opening obligations are completed and your business has opened.

The following paragraphs are added at the end of Item 17 of the disclosure document pursuant to regulations promulgated under the California Franchise Investment Law:

California Law Regarding Termination and Nonrenewal. California Business and Professions Code Sections 20000 through 20043 provide rights to franchisees concerning termination or nonrenewal of a franchise. If the Franchise Agreement contains a provision that is inconsistent with the law, the law will control.

Termination Upon Bankruptcy. 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.).

Post-Termination Noncompetition Covenants. The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the respective agreement. These provisions may not be enforceable under California law.

Applicable Law. The Franchise Agreement requires application of the laws of the State of Georgia with certain exceptions. These provisions may not be enforceable under California law.

Liquidated Damages. The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

Mediation. The franchise agreement requires mediation. The mediation will occur at or near our headquarters with the costs being borne by the prevailing party. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedures Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

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.

You must sign a general release if you renew or transfer your franchise. California Corporations Code §31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code §§310000 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).
The Antitrust Law Section of the Office of the California Attorney General views maximum price agreements as per se violations of the Cartwright Act.

CALIFORNIA RIDER TO THE
TROPICAL SMOOTHIE CAFÉ, LLC
FRANCHISE AGREEMENT

THIS RIDER (the "**Rider**") is effective as of _____, 20____ (the "**Agreement Date**"), and amends the Franchise Agreement dated _____, 20_____ (the "**Agreement**"), between **TROPICAL SMOOTHIE CAFÉ, LLC** ("**we**," "**us**," "**our**" or the "**Franchisor**") and _____ _____ ("**you**," "**your**" or the "**Franchisee**").

1. **Precedence and Defined Terms**. This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Initial Franchise Fee**. The payment of the initial franchise fee is deferred until all of our pre-opening obligations to you are completed and your business has opened.

3. **Effective Date**. This Rider is effective on the Agreement Date regardless of the actual date of signature.

Intending to be bound, the parties sign and deliver this Rider to each other as shown below.

Us:	**You:**
TROPICAL SMOOTHIE CAFÉ, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
TROPICAL SMOOTHIE CAFÉ, LLC
STATE OF HAWAII

THIS ADDENDUM (the "**Addendum**") amends the Franchise Disclosure Document of **TROPICAL SMOOTHIE CAFÉ, LLC** for its **Tropical Smoothie Cafe®** franchise.

The following is added to Items 5 and 21 of the Franchise Disclosure Document:

> The State of Hawaii has imposed a deferral condition on us; therefore, no fees are payable by you to us until all of our pre-opening obligations are completed and your business has opened.

HAWAII RIDER TO
TROPICAL SMOOTHIE CAFÉ, LLC
FRANCHISE AGREEMENT

THIS RIDER (the "**Rider**") is effective as of _____, 20____ (the "**Agreement Date**"), and amends the Franchise Agreement dated _____, 20_____ (the "**Agreement**"), between **TROPICAL SMOOTHIE CAFÉ, LLC** ("**we**," "**us**," "**our**" or the "**Franchisor**") and _____ _____ ("**you**," "**your**" or the "**Franchisee**").

1. **Precedence and Defined Terms**. This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Initial Franchise Fee**. The payment of the initial franchise fee is deferred until all of our pre-opening obligations to you are completed and your business has opened.

3. **Effective Date**. This Rider is effective on the Agreement Date regardless of the actual date of signature.

Intending to be bound, the parties sign and deliver this Rider to each other as shown below:

Us:	**You:**
TROPICAL SMOOTHIE CAFÉ, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
TROPICAL SMOOTHIE CAFÉ, LLC
STATE OF ILLINOIS

The following is added to Item 5:

The payment to us of all initial fees is placed in escrow with U.S. Bank until we have provided all of our pre-opening obligations to you and your Tropical Smoothie Cafe Restaurant is open for business. The initial franchise fee is made payable to U.S. Bank N.A. as escrowee. The escrow requirement has been imposed by the Illinois Attorney General's Office based on our financial condition. See a copy of the escrow agreement attached to this Addendum as Exhibit "A."

The following is added to Item 17:

The conditions under which you can be terminated and your rights on non-renewal may be affected by Illinois law, 815 ILCS 705/1-44.

The Illinois Franchise Disclosure Act will govern any franchise agreement if: (a) it applies to a franchise located in Illinois; or (b) a franchisee who resides in Illinois.

Any condition of the franchise agreement that designates litigation, jurisdiction or venue in a forum outside of Illinois is void as to any cause of action that otherwise is enforceable in Illinois provided the franchise agreement may provide for arbitration in a forum outside of Illinois.

Be advised that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of Illinois is void. No person may be prevented from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Illinois Franchise Disclosure Act, nor shall arbitration of any claim pursuant to the provisions of Title 9 of the United States Code be prevented.

EXHIBIT A TO ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
TROPICAL SMOOTHIE CAFÉ, LLC
STATE OF ILLINOIS

ESCROW AGREEMENT
Appendix C-Illustration

Agreement, made this 14th day of February, 2013, by **TROPICAL SMOOTHIE CAFÉ, LLC**, a limited liability company, organized under the laws of the State of Georgia (hereinafter referred to as "**Franchisor**"), and **U.S. BANK NATIONAL ASSOCIATION** hereinafter referred to as "**BANK,**" as Escrowee for the franchisees of Franchisor;

WHEREAS, Franchisor is desirous of establishing franchises in the State of Illinois; and

WHEREAS, it is in the discretion of the Illinois Attorney General as Administrator of the Illinois Franchise Disclosure Act, to require an escrow of the franchise fees; and

WHEREAS, in order to conform to the procedures for arranging an escrow account, Franchisor desires to enter into an escrow agreement with BANK, pursuant to which initial franchise fees are to be held in escrow until Franchisor has met its initial obligations to its franchisees.

NOW THEREFORE, with the foregoing recitals hereinafter incorporated by reference and made a part hereof, it is agreed as follows:

1. Franchisor shall deposit with BANK initial franchise fees received from franchisees that are required to be escrowed under the order of the Administrator, but BANK shall not be responsible for insuring that any part or all moneys received by Franchisor from each or any one franchisee are deposited with BANK.

2. Franchisor will supply BANK with the name and address of each franchisee, together with the amount of the deposit which represents moneys paid by each franchisee and BANK will maintain records containing the same information.

3. All moneys received by BANK from Franchisor shall be held by BANK as escrowee for the exclusive purpose herein described and will be placed in a single segregated account designated substantially as follows: **U.S. BANK NATIONAL ASSOCIATION, AS ESCROWEE FOR FRANCHISES OF TROPICAL SMOOTHIE CAFÉ, LLC** (hereinafter referred to as "**Escrow Account.**")

4. BANK shall accept such funds as Franchisor shall deliver to BANK, as escrowee, and BANK shall acknowledge the receipt of funds from Franchisor; however, BANK shall not be responsible for the accuracy of the information provided to it by Franchisor.

5. Any funds deposited hereunder in the Escrow Account shall be invested and kept invested by BANK, at the option of the Franchisor, in instruments of its choosing, until they are to be disbursed as provided in paragraph 6 hereof. All interest received and any increment thereon shall be added to the funds so deposited in the Escrow Account and shall be distributed as provided in paragraph 6.

6. BANK shall pay out funds, plus interest, if any, from the Escrow Account upon the occurrence of one of the following conditions:

(a) Upon receipt of a letter from an officer of Franchisor directing BANK to pay out such funds to Franchisor, accompanied by a written notice from the Administrator stating that he takes no exception (hereinafter referred to as "**No Exception Notice**") to the release, BANK shall pay part or all of the moneys held in escrow for the benefit of a specified franchisee, plus interest, if any, to Franchisor.

(b) Upon written notice from the Administrator, BANK shall return part or all of the deposited franchise fee and other funds, plus interest, if any, to a specified franchisee.

(c) BANK shall pay funds into court or disburse or deliver them in accordance with any final order of any court of competent jurisdiction.

BANK shall not be personally liable for any act taken or omitted by it in good faith and in the exercise of its own best judgment. BANK shall also be fully protected in relying upon any written notice, demand, certificate or document which it in good faith believes to be genuine.

7. BANK is authorized, in its sole discretion, to disregard any and all notices or instructions given by any of the undersigned or by any other person, firm or corporation, except only such notices or instructions by the Administrator as are hereinafter provided for and orders of process of any court entered or issued with or without jurisdiction. If any property subject hereto is at any time attached, garnished, or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case of any court order affecting such property or any part thereof, then and in any of such events BANK is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel of its own choosing is binding upon it; if it complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

8. Written consent of BANK to act in the capacity of escrowee shall be manifested upon the duly authorized execution of this Agreement. The Administrator may, at any time, inspect the records of BANK, insofar as they relate to this Escrow Agreement. At the Administrator's discretion, statements indicating status of the escrow shall be furnished by BANK to the Administrator. An executed duplicate original of this Agreement shall be filed with the Administrator at Illinois Attorney General, Franchise Division, 500 South Second Street, Springfield, Illinois 62706.

9. BANK shall be paid by Franchisor for any expenses incurred by it and reasonable compensation for its services hereunder. Funds held by BANK pursuant to this Agreement shall not be subject to any liens or charges by BANK.

10. If BANK believes it to be reasonably necessary to consult with counsel concerning any of its duties in connection with this Agreement, or in the event BANK retains

counsel upon becoming involved in litigation on account of any deposit or of this Agreement, Franchisor shall reimburse BANK for and indemnify and hold BANK harmless against any and all costs, attorney's fees, charges, disbursements and expenses in connection with such consultation or litigation.

11. Franchisor unconditionally guarantees that, in the event BANK misapplies, dissipates, converts or is otherwise responsible for a deficiency in the funds deposited in the Escrow Account through the exercise of less than a fiduciary standard of care, Franchisor shall reimburse each and every franchisee to the extent of such deficiency if such amounts deposited are required to be returned to such franchisee under paragraph 6(a) through (c) hereof.

12. Franchisor shall give each franchisee a copy of this Agreement prior to collecting any moneys from such franchisee.

13. BANK's duties as escrowee shall terminate upon final distribution of all moneys received under this Agreement.

14. The terms and conditions of that certain Master Escrow Agreement dated _____ _____, 2013, by and between US BANK NATIONAL ASSOCIATION, a national banking association, as Escrow Agent hereunder, are incorporated herein by reference. In the event of any conflict between the provisions of the said Master Escrow Agreement and of this Agreement, this Agreement shall prevail.

IN WITNESS WHEREOF, this Agreement has been duly executed, the parties intending to be legally bound hereby.

ATTEST

By: _____
Name: CONNIE JACO
Its: AVP

"BANK"
US BANK NATIONAL ASSOCIATION

By: _____
Name: WALLY JONES
Its: VP

ATTEST

By: _____
Name: Charles Watson
Its: VP, Franchise Development

"FRANCHISOR"
TROPICAL SMOOTHIE CAFÉ, LLC

By: _____
Name: Mike Rotondo
Its: CEO

RIDER TO
TROPICAL SMOOTHIE CAFÉ, LLC
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS

THIS RIDER (the "**Rider**") is effective as of _____, 20____ (the "**Agreement Date**"), and amends the Franchise Agreement dated _____, 20_____ (the "**Agreement**"), between **TROPICAL SMOOTHIE CAFÉ, LLC** ("**we**," "**us**," "**our**" or the "**Franchisor**") and _____ _____ ("**you**," "**your**" or the "**Franchisee**").

1. **Precedence and Defined Terms**. This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Initial Franchise Fee**. Payment of the Initial Franchise Fee is placed in escrow with U.S. Bank until we have provided you with all of our pre-opening obligations and your Tropical Smoothie Cafe Restaurant is open for business. The escrow requirement has been imposed by the Illinois Attorney General's Office based on our financial condition.

3. **Termination**. The following is added to Section 14 of the Agreement:

   The conditions under which this franchise can be terminated and the parties' rights on termination may be affected by Illinois law, 815 ILCS 705/1-44.

4. **Release of Prior Claims**. Section 20 of the Agreement is deleted in its entirety.

5. **Entire Agreement**. Section 22.K. of the Agreement is amended by adding the following:

   Nothing contained in the Agreement waives any of the Franchisee's right to rely on the disclosure made by the Franchisor in its Franchise Disclosure Document or any corresponding rights the Franchisee has under the Illinois Act.

6. **Limitation of Claims**. The following is added to Section 18.F. of the Agreement:

   No action can be maintained to enforce any liability created by the Illinois Franchise Disclosure Law (the "**Illinois Act**") unless brought before the earlier of (i) the expiration of 3 years from the act or transaction constituting the violation upon which such action is based; (ii) the expiration of 1 year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Illinois Act; or (iii) 90 days after delivery to you of a written notice disclosing the violation.

7. **Governing Law and Jurisdiction**. Sections 18.C. and 18.D. of the Agreement are amended by adding the following:

> All matters coming under the Illinois Act will be governed by the Illinois Act. The parties irrevocably submit to the jurisdiction and venue of the federal and state courts in Illinois for all matters coming under the Illinois Act.

8. **Waiver of Jury Trial**. Section 18.E. of the Agreement is deleted in its entirety.

9. **Enforcement**. Add Section L to Section 18 of the Agreement to read as follows:

> Any condition, stipulation, or provision contained in the Agreement purporting to waive compliance with any provision of the Illinois Act or any other Illinois law is void.

10. Be advised that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of Illinois is void. No person may be prevented from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of the Illinois Franchise Disclosure Act, nor shall arbitration of any claim pursuant to the provisions of Title 9 of the United States Code be prevented.

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

Us:	**You:**
TROPICAL SMOOTHIE CAFÉ, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
TROPICAL SMOOTHIE CAFÉ, LLC
STATE OF MARYLAND

THIS ADDENDUM (the "**Addendum**") amends the Franchise Disclosure Document of **TROPICAL SMOOTHIE CAFÉ, LLC** for its Tropical Smoothie Cafe® franchise.

The following is added to Item 5 of the Franchise Disclosure Document:

> The State of Maryland requires us to hold payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor in escrow until the franchisor has completed its pre-opening obligations under the franchise agreement. The Franchisor has established an Escrow Account with Eagle Bancorp, Inc. See a copy of the escrow agreement attached to this Addendum as Exhibit "A." The contact information for this Escrow Account is: Thomas D. Murphy, President, Retail Banking, Eagle Bancorp, Inc., 7815 Woodmont Avenue, Bethesda, Maryland 20814 and his telephone number is 240.497.2042.

Section 3 under "Pre-Opening Obligations" of Item 11 of the Franchise Disclosure Document is amended by adding the following language:

> If we do not accept any site proposed by you within six (6) months of the date of your Franchise Agreement, we may terminate the Franchise Agreement and not refund the initial franchise fee.

Sections (c) and (m) of Item 17 are amended by adding the following language:

> Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment or transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Our Standard form of Release is attached to this Addendum as Exhibit "B."

Item 17 is amended by adding the following language after the table:

> You may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
>
> The provision in the franchise agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under Federal Bankruptcy Law (11 U.S.C. Section 1010 et seq.)

EXHIBIT A TO
MARYLAND ADDENDUM
EAGLE BANCORP ESCROW AGREEMENT
WITH TROPICAL SMOOTHIE FRANCHISE CAFÉ, LLC

ESCROW AGREEMENT

This Escrow Agreement, made this 15th day of March, 2013. by Tropical Smoothie Café, LLC, a limited liability company organized under the laws of the State of Georgia, (hereinafter referred to as "Franchisor") and Eagle Bancorp, Inc., incorporated under the general corporation laws of the State of Maryland (hereinafter referred to as 'Bank").

WHEREAS, the Franchisor desires to offer and sell franchises in the State of Maryland, and

WHEREAS, it is the discretion of the Securities Commissioner of the State of Maryland as Administrator of the Maryland Franchise Registration and Disclosure Law, to require an escrow of franchise fees, and

WHEREAS, in order to conform to the procedures for arranging an escrow account, the Franchisor desires to enter into an Escrow Agreement with the Bank, pursuant to which franchise fees are to be held in escrow for the purpose of complying with the Maryland Franchise Registration and Disclosure Law.

NOW, THEREFORE, with the foregoing recitals hereinafter incorporated by reference and made a part hereof, it is agreed as follows:

1. The Franchisor shall, until release of escrowed funds as hereinafter provided, deposit with the Bank, all monies obtained from each franchisee who either is a resident of the State of Maryland or contracts to operate the franchised business within the State of Maryland.

2. All funds delivered by the Franchisor to the Bank will be placed in a separate account maintained by the Bank in the State of Maryland designated substantially as follows:

Bank:	EagleBank
Bank Routing No.	055003298
Account Name:	EagleBank as Escrow Agent for Tropical Smoothie Café, LLC MD
Account Number:	0200153633
Address of Branch of Bank Maintaining Account:	7815 Woodmont Avenue, Bethesda, MD 20814

3. The Bank shall pay out funds from the Escrow Account only upon the occurrence of one of the following conditions:

a. A letter from the President or Secretary of the Franchisor directing the Bank to pay out such funds to _____

accompanied with a written notice from the Securities Commissioner stating that he or she takes no exception to the release of such funds to _____.

b. Upon written notice from the Securities Commissioner, the Bank shall return the deposited franchise fee to a specific franchisee.

c. The Bank shall pay funds into court or disburse or deliver them in accordance with any order of any court of competent jurisdiction.

4. The Franchisor will supply the Bank with the name and address of each franchisee, together with the amount of the deposit that represents each franchisee*s franchise fee, and the Bank will retain records containing the same information.

5. Any funds deposited in the Escrow Account pursuant to this Escrow Agreement shall not be invested by the Bank, but shall remain in the Escrow Account without interest accruing until such funds are to be disbursed as provided in Paragraph 3 hereof.

6. The Securities Commissioner may inspect the records of the Bank, insofar as they relate to this Escrow Agreement, for the purpose of determining compliance with and conformance to the provisions of this Escrow Agreement. At the Securities Commissioner's discretion, statements indicating status of escrow shall be furnished by the Bank to the Securities Commissioner.

7. The Franchisor shall pay to the Bank reasonable compensation for expenses incurred and services rendered by the Bank under this Escrow Agreement.

8. The Bank shall have no duty to determine the propriety of any deposit or disbursement of funds. Additionally, the Bank shall have no duty to the Franchisor, the Securities Commissioner, any franchisee or any other party except as expressly stated in this Escrow Agreement. The Franchisor does hereby indemnify the Bank from any and all costs, claims and expenses, including attorneys' fees, which may be incurred by or which may accrue to the Bank relating to the opening or maintenance of any account established under this Escrow Agreement.

9. All proceeds deposited pursuant to this Escrow Agreement shall not be subject to any liens or charges by the Bank, or judgments or creditor's claims against the Franchisor.

10. The Franchisor shall give each franchisee a copy of this Escrow Agreement prior to collecting any funds from that franchisee.

11. The Bank's duties under this Escrow Agreement shall terminate upon final distribution of all monies deposited as provided hereunder.

12. This Escrow Agreement is governed by the Laws of the State of Maryland

IN WITNESS WHEREOF, each party has caused this Escrow Agreement to be signed and executed, and its corporate seal hereto affixed, in its name by its proper and fully authorized officer or officers on the day and year first above written.

TROPICAL SMOOOTHIE CAFÉ, LLC
[FRANCHISOR]

WITNESS: _____

By: _____
Mike Rotondo, Chief Executive Officer

1117 Perimeter Center West
Atlanta, GA 30338
1-770-821-1900 (Business Phone)

EAGLE BANCORP, INC., as Bank

ATTEST: _____

By: _____
Thomas D. Murphy
President, Retail Banking
7815 Woodmont Ave, Bethesda, MD 20814
240-497-2042

EXHIBIT B TO
MARYLAND ADDENDUM
FORM OF RELEASE

The following is the current general release language that we expect to include in any agreement that a franchisee, developer, and/or transferor may sign as part of a renewal or an approved transfer. We may, in our sole discretion, periodically modify the release language.

FORM OF GENERAL RELEASE

THIS RELEASE is entered into as of _____, 20___, (the "**Effective Date**") between **TROPICAL SMOOTHIE CAFÉ, LLC**, a Georgia limited liability company ("**TSC**") and _____ ("**Franchisee**").

1. As of the Effective Date hereof, the Franchisee, individually and on behalf Franchisee's heirs, legal representatives, successors, assigns, all guarantors of Franchisee's obligations under the Franchise Agreement, and all other persons or entities acting on Franchisee's behalf or claiming under Franchisee (the "**Releasing Parties**"), forever releases and discharges TSC and its predecessors, successors, parent, subsidiaries, affiliates, and their respective owners, members, officers, directors, shareholders, partners, agents, employees, representatives, and attorneys, and the predecessors, successors, heirs, and assigns of any and all of them (the "**Released Parties**") from any and all claims, demands, actions, liabilities, causes of action, losses, damages, expenses, costs, suits, debts, agreements, promises, demands, liabilities, contractual rights, and/or obligations, of whatever nature or kind, contingent or fixed, in law or in equity, whether presently known or unknown, vested or contingent, suspected or unsuspected, or dependent in any way on any fact or event occurring on or prior to the date of this Release, including without limitation, anything arising out of that certain Franchise Agreement dated _____ _____ (the "**Franchise Agreement**"), the franchise relationship between the Franchisee and the Franchisor, and any other relationships between the Franchisee and the TSC; any guaranties, and/or the Tropical Smoothie Cafe operated by the Franchisee pursuant to the Franchise Agreement.

2. Franchisee, on behalf of Franchisee and the other Releasing Parties, hereby covenants, warrants, represents, and agrees that neither Franchisee nor any of the Releasing Parties has assigned or transferred, either directly or indirectly or by operation of law, any of the obligations, debts, claims, demands, rights, actions, causes of action, loss, losses, damage, damages, expenses, costs, liability, or liabilities described in this Agreement to any of the other Releasing Parties or to any third party. If there is any obligation, debt, claim, demand, right, action, cause of action, loss, damage, expense, cost, or liability based on or arising out of or in connection with any such transfer or assignment or purported assignment, the Releasing Parties respectively, agree to indemnify and hold the Released Parties harmless against any such obligation, debt, claim, demand, right, action, cause of action, loss, damage, expense, cost, or liability, including reasonable attorneys' fees and costs incurred in connection therewith.

3. The parties each acknowledge and warrant that their execution of this Agreement is free and voluntary.

4. Georgia law shall govern the validity and interpretation of this Agreement, as well as the performance due thereunder. This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs, and legal representatives of the parties.

5. In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to such prevailing party's reasonable attorneys' fees and costs incurred and said action must be filed in the State of Georgia.

6. This Agreement may be signed in counterparts, each of which shall be binding against the party executing it and considered as the original. This Release is effective as of the Effective Date, notwithstanding the actual date of signatures.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have executed this agreement effective as of the date first above.

IN WITNESS WHEREOF, the undersigned executes this Release:

_____

_____

Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____, 20___. , by_____, who is personally known to me or has produced _____ as identification.

_____

Signature of Notary
My Commission Expires: _____

MARYLAND RIDER TO
TROPICAL SMOOTHIE CAFÉ, LLC
FRANCHISE AGREEMENT

THIS RIDER (the "**Rider**") is effective as of _____, 20____ (the "**Agreement Date**"), and amends the Franchise Agreement dated _____, 20_____ (the "**Agreement**"), between **TROPICAL SMOOTHIE CAFÉ, LLC** ("**we**," "**us**," "**our**" or the "**Franchisor**") and _____ _____ ("**you**," "**your**" or the "**Franchisee**").

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Initial Franchise Fee.** The State of Maryland requires us to hold payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor in escrow until the franchisor has completed its pre-opening obligations under the franchise agreement. The Franchisor has established an Escrow Account with Eagle Bancorp, Inc. for this purpose.

3. **General Release.** Pursuant to COMAR 02.02.08.16L, the general release otherwise required by the Agreement as a condition of renewal, sale and/or assignment/transfer does not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. **Release of Prior Claims.** The following sentence is added at the end of Section 20:

Provided, however, that nothing in this Section applies to any liability under the Maryland Franchise Registration and Disclosure Law.

5. **Limitation of Claims.** Any limitations of claims provisions will not act to reduce the 3-year statute of limitations afforded you for bringing a claim arising under Maryland Franchise Registration and Disclosure Law. All claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise to you.

6. **Jurisdiction and Venue.** You may bring a lawsuit against us in Maryland for any claims arising under the Maryland Franchise Registration and Disclosure Law.

7. **No Waiver.** Nothing in this Agreement is intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law, including, but not limited to, any acknowledgments or representations made by you which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law.

8. **Effective Date.** This Rider is effective on the Agreement Date regardless of the actual date of signature.

Intending to be bound, the parties sign and deliver this Rider to each other as shown below:

Us:	**You:**
TROPICAL SMOOTHIE CAFÉ, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
TROPICAL SMOOTHIE CAFÉ, LLC
STATE OF MINNESOTA

Additional Disclosures:

1. MINNESOTA LAW PROVIDES YOU WITH CERTAIN TERMINATION AND NON-RENEWAL RIGHTS. MINN. STAT. §80C.14 SUBD. 3, 4 AND 5 REQUIRE, EXCEPT IN CERTAIN CASE, THAT YOU BE GIVEN 90 DAYS' NOTICE OF TERMINATION (WITH 60 DAYS TO CURE) AND 180 DAYS' NOTICE FOR NONRENEWAL OF THE FRANCHISE AGREEMENT.

2. 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 AGREEMENT CAN ABROGATE OR REDUCE ANY OF YOUR RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES, CHAPTER 80C, OR YOUR RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OF THE JURISDICTION.

3. Item 13 is amended to state that we will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

4. Item 17 is amended by adding the following:

   You and your owners must execute general releases, in form and substance satisfactory to us, of any and all claims against us, and our affiliates, officers, directors, employees, agents, successors and assigns, except for matters coming under the Minnesota Franchise law.

5. Item 17, summary column for (f) is amended to add the following:

   With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement and that consent to transfer of the franchise will not be unreasonably withheld.

6. Item 17, summary column for (m) is amended to add the following:

   Any release signed as a condition of transfer will not apply to any claims you may have under the Minnesota Franchise Act.

7. Item 17, summary columns for (v) and (w) are amended to add the following:

   Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in this disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statues, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

MINNESOTA RIDER TO THE
TROPICAL SMOOTHIE CAFÉ, LLC
FRANCHISE AGREEMENT

THIS RIDER (the "**Rider**") is effective as of _____, 20____ (the "**Agreement Date**"), and amends the Franchise Agreement dated _____, 20_____ (the "**Agreement**"), between **TROPICAL SMOOTHIE CAFÉ, LLC** ("**we**," "**us**," "**our**" or the "**Franchisor**") and _____ _____ ("**you**," "**your**" or the "**Franchisee**").

1. **Background**. You and we are parties to that certain Franchise Agreement dated _____, 20___ (the "**Franchise Agreement**") that has been signed concurrently with the signature of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because the Tropical Smoothie Cafe Restaurant to be operated by you pursuant to the Franchise Agreement will be located in the State of Minnesota and/or because you are a resident of the State of Minnesota.

2. **Renewal Term**. Paragraph 2.B.6. is amended to read as follows:

> You and each owner of your Franchised Business executes a general release (on our then-standard form) of any and all claims against us, our affiliates, and our respective owners, officers, directors, agents and employees, except for matters coming under the Minnesota Franchise law.

3. **Trademarks**. We will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

4. **Default and Termination**. The following is added at the beginning of Section 14:

> Minnesota Law provides you with certain termination and non-renewal rights. Minn. Stat. §80C.14 Subd. 3, 4 and 5 require, except in certain case, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement.

5. **Governing Law**. The following sentence is added at the end of Section 18.C.

> 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 AGREEMENT CAN ABROGATE OR REDUCE ANY OF YOUR RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES, CHAPTER 80C, OR YOUR RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OF THE JURISDICTION.

6. **Injunctive Relief**. Nothing in the Franchise Agreement is construed to mean that you are consenting to our obtaining injunctive relief. We may, however, seek injunctive relief. The court will determine if a bond is required.

7. **Limitation of Claims**. Section 18.F. is deleted in its entirety.

8. **Waiver of Jury Trial**. Section 18.E. is deleted in its entirety.

Intending to be bound, the parties sign and deliver this Rider to each other as shown below:

Us:	**You:**
TROPICAL SMOOTHIE CAFÉ, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
TROPICAL SMOOTHIE CAFÉ, LLC
STATE OF NEW YORK

1. Item 3 is amended by added the following at the beginning of the Item.

Other than those actions listed below, neither the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

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

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

2. The following us added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular:

A. Filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code;

B. Obtained a discharge of its debts under the bankruptcy code; or

C. Was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

3. Item 5 is amended to add the following sentence at the end: The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

4. Items 17 (c) and (m) are amended to add the following:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

5. Item 17(d) is amended to add the following sentence: The franchisee may terminate the agreement on any grounds available by law.

6. Item 17 (j) is amended to add the following sentence: "However, no assignment will be made except to an assignee who, in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the franchise agreement."

7. Items 17(v) and (w) are amended to add the following sentence: The forgoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business law of the state of New York.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
TROPICAL SMOOTHIE CAFÉ, LLC
STATE OF NORTH DAKOTA

1. The following paragraphs are added to the "Special Risks to Consider About *This* Franchise" page:

> 3. **Liquidated Damages.** Upon early termination of the franchise, you must pay us liquidated damages in an amount equal to the average monthly royalty fees during the 12 months prior to termination multiplied by 18 or the number of months remaining in the franchise agreement, whichever is less.
>
> 4. **Stockholders' Equity.** The franchisee or multi-unit operator will be required to make an estimated initial investment ranging from $198,500 to $543,500. This amount exceeds the Franchisor's stockholders' equity as of December 29, 2019 which is a deficit of ($36,442,000).

2. The following is added to Item 5 of the Franchise Disclosure Document:

> The State of North Dakota requires us to hold payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor in escrow until the franchisor has completed its pre-opening obligations under the franchise agreement. The Franchisor has established an Escrow Account with U.S. Bank, National Association. See a copy of the escrow agreement attached to this Addendum as Exhibit "A."

3. The Summary column of Item 17 paragraph (c) of this disclosure document is modified to read as follows:

> "Give us at least 90 days' notice of your intention to renew, sign our current form of Franchise Agreement and ancillary agreements, sign a release (except for matters coming under the North Dakota Franchise Investment Law (the "**ND Law**")."

4. The Summary column of Item 17 paragraph (r) of this disclosure document is modified by adding the following at the end of the sentence:

> "Covenants not to compete such as those mentioned above are generally considered unenforceable in the State of North Dakota."

5. The Summary column of Item 17 paragraph (u) of this disclosure document is amended by adding the following at the end of the paragraph:

> "except that matters coming under the ND Law will be submitted to arbitration to be held in a mutually agreeable location."

6. The Summary column of Item 17 paragraph (v) of this disclosure document is amended to read as follows:

> Except for matters coming under the ND Law, litigation must be in Fulton County, Georgia.

7. The Summary column of Item 17 paragraph (w) of this disclosure document is amended to read as follows:

> The law of North Dakota governs.

8. Section 51-19-09 of the North Dakota Franchise Investment Law provides that any requirement that you consent to liquidated damages is unfair, unjust and inequitable. Therefore, the Summary column of Item 17 paragraph (i) of this disclosure document is amended by deleting the last sentence of the paragraph which reads as follows:

> If we terminate the Franchise Agreement for cause prior to expiration, you must pay us liquidated damages to compensate us for your failure to continue operating the business for the remainder of the term.

EXHIBIT A TO ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
TROPICAL SMOOTHIE CAFÉ, LLC
STATE OF NORTH DAKOTA

North Dakota

ESCROW AGREEMENT

Agreement, made this 14th day of February, 2013, by **TROPICAL SMOOTHIE CAFÉ, LLC,** a limited liability company organized under the laws of the State of Georgia, and **US BANK NATIONAL ASSOCIATION,** Fargo, North Dakota, hereinafter referred to as "**BANK**", a banking association organized under the laws of the State of North Dakota as Escrowee for the franchisees of **TROPICAL SMOOTHIE CAFÉ, LLC**.

WHEREAS, TROPICAL SMOOTHIE CAFÉ, LLC is desirous of establishing franchises in the State of North Dakota; and

WHEREAS, it is in the discretion of the Securities Commissioner, as administrator of the North Dakota Franchise Investment Law, to require an escrow of franchise fees; and

WHEREAS, in order to conform to the procedures for arranging an escrow account, **TROPICAL SMOOTHIE CAFÉ, LLC** desires to enter into an escrow agreement with BANK, pursuant to which franchise fees are to be held in escrow for the purpose of complying with the North Dakota Franchise Investment Law.

NOW, THEREFORE, with the foregoing recitals hereinafter incorporated by reference and made a part thereof, it is agreed as follows:

1. **TROPICAL SMOOTHIE CAFÉ, LLC** shall deposit with BANK payments received from franchisees that are required to be escrowed under the order to the Commissioner, but BANK shall not be responsible for insuring that all monies received from each or any one franchisee are deposited with BANK.

2. **TROPICAL SMOOTHIE CAFÉ, LLC** will supply BANK with the name and address of each franchisee, together with the amount of the deposit, which represents moneys paid by each franchisee, and BANK will maintain records containing the same information.

3. All monies received by BANK from **TROPICAL SMOOTHIE CAFÉ, LLC** shall be held by BANK as escrowee for the exclusive purpose herein described and will be placed in a single segregated account substantially as follows:

US BANK NATIONAL ASSOCIATION, AS ESCROWEE FOR FRANCHISEES OF TROPICAL SMOOTHIE CAFÉ, LLC (hereinafter referred to as "**Escrow Account**").

4. BANK shall accept such funds as **TROPICAL SMOOTHIE CAFÉ, LLC**: shall deliver to BANK, as escrowee, and BANK shall acknowledge the receipt of funds from **TROPICAL SMOOTHIE CAFÉ, LLC**; however BANK shall be responsible only for funds actually deposited with it and shall not be responsible for the accuracy of the information provided to it by **TROPICAL SMOOTHIE CAFÉ, LLC**

5. Any funds deposited hereunder in the Escrow Account shall be invested and kept invested by BANK, at the option of **TROPICAL SMOOTHIE CAFÉ, LLC.** in obligations of the United States, money market mutual funds with assets in excess of one billion dollars, or savings

accounts or certificates of deposits of BANK, until they are to be disbursed as provided in paragraph 6 hereof. All interested received and any increment thereon shall be added to the funds so deposited in the Escrow Account and shall be distributed as provided in paragraph 6.

6. BANK shall pay out funds, plus interest, if any, from the Escrow Account upon the occurrence of one of the following conditions:

(a) Upon receipt of a letter from an officer of **TROPICAL SMOOTHIE CAFÉ, LLC** directing BANK to pay out such funds to **TROPICAL SMOOTHIE CAFÉ, LLC**, accompanied by a written notice from the Commissioner stating that he takes no exception (hereinafter referred to as "No Exception Notice") to the release, BANK shall pay apart of all the moneys held in escrow for the benefit of a specified franchise, plus interest, if any, to **TROPICAL SMOOTHIE CAFÉ, LLC**

(b) Upon written notice from the Commissioner BANK shall return part of all of the deposited franchise fee and other funds, plus interest, if any, to a specified franchisee.

(c) BANK shall pay funds into court or disperse or deliver them in accordance with any final order of any court of competent jurisdiction.

BANK shall not be personally liable for any act taken or omitted hereunder if taken or omitted by it in good faith and in the exercise of its own best judgment. BANK shall also be fully protected in relying upon any written notice, demand, certificate or document, which it in good faith believes to be genuine.

7. BANK is authorized, in its sole discretion, to disregard any and all notices or instruction given by any of the undersigned or by any other person, firm or corporation, except only such notices or instructions by the Commissioner as are hereinafter provide or any orders or process of any court entered or issued with or without jurisdiction. If any property subject hereto is at any time attached, garnished, or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case of any court order affecting such property or any part thereof, then and in any of such events BANK is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel of its own choosing is binding upon it; if it complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

8. Written consent of BANK to act in the capacity of escrowee shall be manifested upon the duly authorized execution of this Agreement The Commissioner may, at any time. inspect the records of BANK, insofar as they relate to this Escrow Agreement At the Commissioner's discretion, statements indicating status of escrow shall be furnished by BANK to the Commissioner. An executed duplicate original of the Agreement shall be filed with the Securities Commissioner, State Capitol 5th Floor, 600 East Boulevard Avenue, Bismarck, North Dakota, 58505.

9. BANK shall be paid by **TROPICAL SMOOTHIE CAFÉ, LLC** for any expenses incurred by it and reasonable compensation for its services hereunder. Funds held by BANK pursuant to this Agreement shall not be subject to liens or charges by BANK.

10. If BANK believes it to be reasonably necessary to consult with counsel concerning any of its duties in connection with this escrow, or in the event BANK retains counsel upon becoming involved in litigation on account of any deposit or of this Agreement, **TROPICAL SMOOTHIE CAFÉ, LLC** shall reimburse BANK for and indemnify and hold BANK harmless against any and all costs, attorneys' fees, charges, disbursements and expenses in connection with such consultation or litigation.

11. **TROPICAL SMOOTHIE CAFÉ, LLC** unconditionally guarantees that, in the event BANK misapplies, dissipates, converts or is otherwise responsible for a deficiency in the funds deposited in the Escrow Account, **TROPICAL SMOOTHIE CAFÉ, LLC** shall reimburse each and every franchisee to the extent of such deficiency if such amounts deposited are required to be returned to such franchisee under paragraph 6 hereof.

12. **TROPICAL SMOOTHIE CAFÉ, LLC** shall give each franchisee a copy of this agreement prior to collecting any monies from such franchisee.

13. BANK'S duties as escrowee shall terminate upon final distribution of all moneys received under this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed, the parties intending to be legally bound hereby.

ATTEST

By: Connie Jaco
Name: Connie Jaco
Its: AVP

"BANK"
US BANK NATIONAL ASSOCIATION

By: Wally Jones
Name: Wally Jones
Its: VP

ATTEST

By:
Name: Charles L. Watson
Its: VP, Franchise Development

"FRANCHISOR"
TROPICAL SMOOTHIE CAFÉ, LLC

By:
Name: Mike Rotondo
Its: CEO

NORTH DAKOTA RIDER TO
TROPICAL SMOOTHIE CAFÉ, LLC
FRANCHISE AGREEMENT

THIS RIDER (the "**Rider**") is effective as of _____, 20____ (the "**Agreement Date**"), and amends the Franchise Agreement dated _____, 20_____ (the "**Agreement**"), between **TROPICAL SMOOTHIE CAFÉ, LLC** ("**we**," "**us**," "**our**" or the "**Franchisor**") and _____ ("**you**," "**your**" or the "**Franchisee**").

1. **Precedence and Defined Terms**. This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Initial Franchise Fee**. Payment of the Initial Franchise Fee is placed in escrow with U.S. Bank until we have provided you with all of our pre-opening obligations and your Tropical Smoothie Cafe Restaurant is open for business. The escrow requirement has been imposed by the North Dakota Securities Department based on our financial condition.

3. **Terms and Conditions for Successor Franchise**. You are not required to sign a general release as to any matters coming under the North Dakota Franchise Investment Law (the "**ND Law**").

4. **Competitive Restrictions**. Covenants not to compete, such as those mentioned in this section, are generally unenforceable in the State of North Dakota.

5. **Jurisdiction**. All matters coming under the ND Law may be brought in the courts of North Dakota.

6. **Waiver of Punitive Damages**. Section 18.F. of the Franchise Agreement is deleted in its entirety.

7. **Waiver of Jury Trial**. Section 18.E. of the Franchise Agreement is deleted in its entirety.

8. **Limitation of Claims**. The statute of limitations under ND Law applies to all matters coming under ND Law.

9. **Governing Law**. This Agreement will be governed by North Dakota law.

Us:	**You:**
TROPICAL SMOOTHIE CAFÉ, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
TROPICAL SMOOTHIE CAFÉ, LLC
STATE OF RHODE ISLAND

The following paragraphs are added to the "Special Risks to Consider About *This* Franchise" page:

3. **Liquidated Damages.** Upon early termination of the franchise, you must pay us liquidated damages in an amount equal to the average monthly royalty fees during the 12 months prior to termination multiplied by 18 or the number of months remaining in the franchise agreement, whichever is less.

4. **Stockholders' Equity.** The franchisee or multi-unit operator will be required to make an estimated initial investment ranging from $198,500 to $543,500. This amount exceeds the Franchisor's stockholders' equity as of December 29, 2019 which is a deficit of ($36,442,000).

Item 17, summary columns for (v) and (w) are amended to add the following:

Any provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
TROPICAL SMOOTHIE CAFÉ, LLC
STATE OF SOUTH DAKOTA

1. The following paragraphs are added to the "Special Risks to Consider About *This* Franchise" page:

3. **Liquidated Damages.** Upon early termination of the franchise, you must pay us liquidated damages in an amount equal to the average monthly royalty fees during the 12 months prior to termination multiplied by 18 or the number of months remaining in the franchise agreement, whichever is less.

4. **Stockholders' Equity.** The franchisee or multi-unit operator will be required to make an estimated initial investment ranging from $198,500 to $543,500. This amount exceeds the Franchisor's stockholders' equity as of December 29, 2019 which is a deficit of ($36,442,000).

2. The following is added to Item 5 of the Franchise Disclosure Document:

The State of South Dakota requires us to hold payment of the Initial Franchise Fee and other initial payments owed by you to us in escrow until we have completed our pre-opening obligations under the Franchise Agreement. We have established an Escrow Account with U.S. Bank, National Association. See a copy of the Escrow Agreement attached to this Addendum as Exhibit "A."

3. The summary statement of provision (q) of Item 17, is deleted in its entirety and the following substituted in its place:

The Franchise Agreement provides that you cannot compete anywhere for 2 years after termination or expiration. However, covenants not to compete upon termination or expiration of a Franchise Agreement are generally unenforceable in the State of South Dakota, except in certain instances as provided by law.

3. Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages may not be enforceable under South Dakota Law. If any of the provisions in this disclosure document or the Franchise Agreement are inconsistent with this paragraph, the terms of this paragraph will prevail with regard to any franchise sold in South Dakota.

EXHIBIT A TO ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
TROPICAL SMOOTHIE CAFÉ, LLC
STATE OF SOUTH DAKOTA

ESCROW AGREEMENT

This Escrow Agreement (hereinafter referred to as the "Agreement") is made this 25th day of May, 2018, by **TROPICAL SMOOTHIE CAFÉ, LLC**, a limited liability company organized under the laws of the State of Georgia, and **US BANK NATIONAL ASSOCIATION,** Fargo, North Dakota, (hereinafter referred to as "BANK"), a banking association organized under the laws of the State of North Dakota, as escrowee for the franchisees of **TROPICAL SMOOTHIE CAFÉ, LLC**.

WHEREAS, **TROPICAL SMOOTHIE CAFÉ, LLC** is desirous of establishing franchises in the State of South Dakota; and

WHEREAS, it is in the discretion of the Department of Labor and Regulation, Division of Insurance, Securities Regulation (hereinafter referred to as the "Division"), as administrator of the South Dakota Franchise Investment Law, to require an escrow of franchise fees; and

WHEREAS, in order to conform to the procedures for arranging an escrow account, **TROPICAL SMOOTHIE CAFÉ, LLC** desires to enter into an escrow agreement with BANK, pursuant to which franchise fees are to be held in escrow for the purpose of complying with the South Dakota Franchise Investment Law.

NOW, THEREFORE, with the foregoing recitals hereinafter incorporated by reference and made a part thereof, it is agreed as follows:

1. **TROPICAL SMOOTHIE CAFÉ, LLC** shall deposit with BANK payments received from franchisees that are required to be escrowed by the Division, but BANK shall not be responsible for insuring that all monies received from each or any one franchisee are deposited with BANK.

2. **TROPICAL SMOOTHIE CAFÉ, LLC** will supply BANK with the name and address of each franchisee, together with the amount of the deposit, which represents moneys paid by each franchisee, and BANK will maintain records containing the same information.

3. All monies received by BANK from **TROPICAL SMOOTHIE CAFÉ, LLC** shall be held by BANK as escrowee for the exclusive purpose herein described and will be placed in a single segregated account substantially as follows:

> **US BANK NATIONAL ASSOCIATION, AS ESCROWEE FOR FRANCHISEES OF TROPICAL SMOOTHIE CAFÉ, LLC (hereinafter referred to as "Escrow Account").**

4. BANK shall accept such funds as **TROPICAL SMOOTHIE CAFÉ, LLC** shall deliver to BANK, as escrowee, and BANK shall acknowledge the receipt of funds from **TROPICAL SMOOTHIE CAFÉ, LLC**; however, BANK shall be responsible only for funds actually deposited with it and shall not be responsible for the accuracy of the information provided to it by **TROPICAL SMOOTHIE CAFÉ, LLC**.

5. Any funds deposited hereunder in the Escrow Account shall be invested and kept invested by BANK, at the option of **TROPICAL SMOOTHIE CAFÉ, LLC**. in obligations of the United States, money market mutual funds with assets in excess of one billion dollars, or savings accounts or certificates of deposits of BANK, until they are to be disbursed as provided in paragraph 6 hereof. All interest received and any increment thereon shall be added to the funds so deposited in the Escrow Account and shall be distributed as provided in paragraph 6.

6. BANK shall pay out funds, plus interest, if any, from the Escrow Account upon the occurrence of one of the following conditions:

(a) Upon receipt of a letter or other written document executed by both **TROPICAL SMOOTHIE CAFÉ, LLC** and a franchisee confirming that the franchisee is open for business, TROPICAL SMOOTHIE CAFÉ, LLC has satisfied its pre-opening obligations under its franchise agreement with that franchisee and directing BANK to pay out such funds to **TROPICAL SMOOTHIE CAFÉ, LLC**, , BANK shall pay part of all the moneys held in escrow for the benefit of a specified franchisee, plus interest, if any, to **TROPICAL SMOOTHIE CAFÉ, LLC.**

(b) BANK shall pay funds into court or disperse or deliver them in accordance with any final order of any court of competent jurisdiction.

BANK shall not be personally liable for any act taken or omitted hereunder if taken or omitted by it in good faith and in the exercise of its own best judgment. BANK shall also be fully protected in relying upon any written notice, demand, certificate or document, which it in good faith believes to be genuine.

7. BANK is authorized, in its sole discretion, to disregard any and all notices or instruction given by any of the undersigned or by any other person, firm or corporation, except only such notices or instructions as are hereinabove provided or any orders or process of any court entered or issued with or without jurisdiction. If any property subject hereto is at any time attached, garnished, or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case of any court order affecting such property or any part thereof, then and in any of such events, BANK is authorized, in its sole discretion, to rely upon and comply with any such order, writ, judgment or decree which it is advised by legal counsel of its own choosing is binding upon it; if it complies with any such order, writ, judgment or decree, it shall not be liable to any of the parties hereto or to any other person, firm or corporation by reason of such compliance even though such order, writ, judgment or decree may be subsequently reversed, modified, annulled, set aside or vacated.

8. Written consent of BANK to act in the capacity of escrowee shall be manifested upon the duly authorized execution of this Agreement. An executed duplicate original of this Agreement shall be filed with the Department of Labor and Regulation, Division of Insurance, Securities Regulation, 124 S. Euclid, Suite 104, Pierre, SD 57501.

9. BANK shall be paid by **TROPICAL SMOOTHIE CAFÉ, LLC** for any expenses

incurred by it and reasonable compensation for its services hereunder. Funds held by BANK pursuant to this Agreement shall not be subject to liens or charges by BANK.

10. If BANK believes it to be reasonably necessary to consult with counsel concerning any of its duties in connection with this escrow, or in the event BANK retains counsel upon becoming involved in litigation on account of any deposit or of this Agreement, **TROPICAL SMOOTHIE CAFÉ, LLC** shall reimburse BANK for and indemnify and hold BANK harmless against any and all costs, attorneys' fees, charges, disbursements and expenses in connection with such consultation or litigation.

11. **TROPICAL SMOOTHIE CAFÉ, LLC** unconditionally guarantees that, in the event BANK misapplies, dissipates, converts or is otherwise responsible for a deficiency in the funds deposited in the Escrow Account, **TROPICAL SMOOTHIE CAFÉ, LLC** shall reimburse each and every franchisee to the extent of such deficiency if such amounts deposited are required to be returned to such franchisee under paragraph 6 hereof.

12. **TROPICAL SMOOTHIE CAFÉ, LLC** shall give each franchisee a copy of this Agreement prior to collecting any monies from such franchisee.

13. The duties of BANK as escrowee shall terminate upon final distribution of all moneys received under this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed, the parties intending to be legally bound hereby.

ATTEST

By: Connie Saco
Name: Connie Saco
Its: Vice President

BANK:
US BANK NATIONAL ASSOCIATION

By: Wally Jones
Name: WALLY JONES
Its: VICE PRESIDENT

ATTEST

By: [signature]
Name: Laura D. Wickliffe
Its: Corporate Counsel

FRANCHISOR:
TROPICAL SMOOTHIE CAFÉ, LLC

By: [signature]
Name: Mike Rotondo
Its: CEO

SOUTH DAKOTA RIDER TO
TROPICAL SMOOTHIE CAFÉ, LLC
FRANCHISE AGREEMENT

THIS RIDER (the "**Rider**") is effective as of _____, 20____ (the "**Agreement Date**"), and amends the Franchise Agreement dated _____, 20_____ (the "**Agreement**"), between **TROPICAL SMOOTHIE CAFÉ, LLC** ("**we**," "**us**," "**our**" or the "**Franchisor**") and _____ _____ ("**you**," "**your**" or the "**Franchisee**").

1. **Precedence and Defined Terms**. This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Initial Franchise Fee**. Payment of the Initial Franchise Fee is placed in escrow with U.S. Bank until we have provided you with all of our pre-opening obligations and your Tropical Smoothie Cafe Restaurant is open for business.

3. **Termination**. The following is added to Section 14:

You will have 30 days written notice with an opportunity to cure prior to termination for the following: breach of the Franchise Agreement, failure to meet performance and quality standards and failure to make royalty payments.

4. **Covenants Not to Complete**. Covenants not to compete on termination or expiration of a Franchise Agreement are generally unenforceable in the state of South Dakota, except in certain instances as provided by law. This statement is given for informational purposes only.

5. **Jurisdiction and Venue**. Any provision which designates jurisdiction or venue or requires you to agree to jurisdiction or venue in a forum outside South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota.

Us:	**You:**
TROPICAL SMOOTHIE CAFÉ, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
TROPICAL SMOOTHIE CAFÉ, LLC
STATE OF VIRGINIA

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act (the "**Act**"), the Franchise Disclosure Document for TROPICAL SMOOTHIE CAFÉ, LLC for use in the Commonwealth of Virginia is amended as follows:

> Pursuant to Section 13.1-564 of the Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Act or the Laws of Virginia, that provision may not be enforceable.

The following paragraphs are added to the "Special Risks to Consider About *This* Franchise" page:

3. **Liquidated Damages.** Upon early termination of the franchise, you must pay us liquidated damages in an amount equal to the average monthly royalty fees during the 12 months prior to termination multiplied by 18 or the number of months remaining in the franchise agreement, whichever is less.

4. **Stockholders' Equity.** The franchisee or multi-unit operator will be required to make an estimated initial investment ranging from $198,500 to $543,500. This amount exceeds the Franchisor's stockholders' equity as of December 29, 2019 which is a deficit of ($36,442,000).

The following is added to Item 5 of the FDD:

> The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to hold payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor in escrow until the franchisor has completed its pre-opening obligations under the franchise agreement. The Franchisor has established an Escrow Account with U.S. Bank National Association for this purpose. See a copy of the escrow agreement attached to this Addendum as Exhibit "A."

EXHIBIT A TO ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
TROPICAL SMOOTHIE CAFÉ, LLC
STATE OF VIRGINIA

EXHIBIT 1

State of Virginia Escrow Agreement

ESCROW AGREEMENT

This Escrow Agreement, made this 18th day of February, 2013, by **TROPICAL SMOOTHIE CAFÉ, LLC**, a limited liability company organized under the laws of the State of Georgia (hereinafter referred to as "**Franchisor**") and **US BANK NATIONAL ASSOCIATION**, a national banking association (hereinafter referred to as "**Bank**").

WHEREAS, the Franchisor desires to offer and sell franchises in the Commonwealth of Virginia, and

WHEREAS, it is the discretion of the Virginia State Corporation Commission (the "**Commission**") as Administrator of the Virginia Retail Franchising Act, to require an escrow of franchise fees and other fees paid by the franchisee to the Franchisor, and

WHEREAS, in order to conform to the procedures for arranging an escrow account, the Franchisor desires to enter into an Escrow Agreement with the Bank, pursuant to which franchise fees and other fees are to be held in escrow for the purpose of complying with the Virginia Retail Franchising Act.

NOW, THEREFORE, with the foregoing recitals hereinafter incorporated by reference and made a part hereof, it is agreed as follows:

1. The Franchisor shall, until release of escrowed funds as hereinafter provided, deposit with the Bank, all monies obtained from each franchisee that contracts to operate the franchised business within the Commonwealth of Virginia.

2. All funds delivered by the Franchisor to the Bank will be placed in a separate account designated substantially as follows: ———————————————————

3. The Bank shall pay out funds, plus interest if any, from the Escrow Account only upon the occurrence of one of the following conditions:

(a) A letter from the President or Secretary of the Franchisor directing the Bank to pay out such funds to accompanied with a written notice from

(b) The Bank shall pay funds into court or disburse or deliver them in accordance with any order of any court of competent jurisdiction.

4. The Franchisor will supply the Bank with the name and address of each franchisee, together with the amount of the deposit that represents each franchisee's franchise fees and other fees, and the Bank will retain records containing the same information.

5. Any funds deposited in the Escrow Account pursuant to this Escrow Agreement shall be invested and kept invested by the Bank in obligations of the United States, or a savings account or savings accounts of the Bank, or money market funds of or available to the Bank and to which the Bank or an affiliate is investment advisor or provides other services and receives reasonable compensation for such services, provided the money market funds are rated AAA by Standard and Poor's and AAA by Moody's Investor Services, or U.S. Treasury Bills, Notes or Bonds until such funds are to be disbursed as provided in Paragraph 3 hereof. All interest received and any increment shall be added to the funds so deposited in the Escrow Account and shall be distributed as provided in Paragraph 3 hereof.

6. The Commission may inspect the records of the Bank, insofar as they relate to this Escrow Agreement, for the purpose of determining compliance with and conformance to the provisions of this Escrow Agreement. At the Commission's discretion, statements indicating the status of escrow shall be furnished by the Bank to the Commission.

7. The Franchisor shall pay to the Bank reasonable compensation for expenses incurred and services rendered by the Bank under this Escrow Agreement.

8. The Bank shall have no duty to determine the propriety of any deposit or disbursement of funds. Additionally, the Bank shall have no duty to the Franchisor, the Commission, any franchisee or any other party except as expressly stated in this Escrow Agreement. The Franchisor does hereby indemnify the Bank from any and all costs, claims and expenses, including attorneys' fees, which may be incurred by or which may accrue to the Bank relating to the opening or maintenance of any account established under this Escrow Agreement.

9. All proceeds deposited pursuant to this Escrow Agreement shall not be subject to any liens or charges by the Bank, or judgments or creditor's claims against the Franchisor.

10. The Franchisor shall give each franchisee a copy of this Escrow Agreement prior to collecting any funds from that franchisee.

11. The Bank's duties under this Escrow Agreement shall terminate upon final distribution of all monies deposited as provided hereunder.

12. This Escrow Agreement is governed by the laws of the Commonwealth of Virginia.

13. The terms and conditions of that certain Master Escrow Agreement of even date herewith, by and between the Franchisor and U.S. Bank National Association, a national banking association, as Escrow Agent hereunder, are incorporated herein by reference. In the event of any conflict between the provisions of the said Master Escrow Agreement and of this Agreement, this Agreement shall prevail.

IN WITNESS WHEREOF, each party has caused this Escrow Agreement to be signed and executed, and its corporate seal hereto affixed, in its name by its proper and fully authorized officer or officers on the day and year first above written.

"BANK"
US BANK NATIONAL ASSOCIATION

ATTEST

By: Connie Jaco
Name: Connie Jaco
Its: AVP

By: Wally Jones
Name: WALLY JONES
Its: VP

"FRANCHISOR"
TROPICAL SMOOTHIE CAFÉ, LLC

ATTEST

By: Charles Watson
Name: Charles Watson
Its: VP, Franchise Development

By:
Name: Mike Rotondo
Its: CEO

VIRGINIA RIDER TO
TROPICAL SMOOTHIE CAFÉ, LLC
FRANCHISE AGREEMENT

THIS RIDER (the "**Rider**") is effective as of _____, 20____ (the "**Agreement Date**"), and amends the Franchise Agreement dated _____, 20_____ (the "**Agreement**"), between **TROPICAL SMOOTHIE CAFÉ, LLC** ("**we**," "**us**," "**our**" or the "**Franchisor**") and _____ _____ ("**you**," "**your**" or the "**Franchisee**").

1. **Precedence and Defined Terms**. This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Initial Fees and Payments**. The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to hold payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor in escrow until the franchisor has completed its pre-opening obligations under the franchise agreement. The Franchisor has established an Escrow Account with U.S. Bank National Association for this purpose.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

Us:	**You:**
TROPICAL SMOOTHIE CAFÉ, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
TROPICAL SMOOTHIE CAFÉ, LLC
STATE OF WASHINGTON

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act (the "Act"), Chapter 19.100 RCW, prevails.

Section RCW 19.100.180 of the Act, may supersede the Franchise Agreement in your relationship with us, including the area of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with us including the area 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 you will not include rights under the Act or any rule or order thereunder except when signed pursuant to a negotiated settlement after the agreement(s) are 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.

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.

Transfer fees may be collected to the extent that they reflect our reasonable estimated or actual costs in effectuating a transfer.

The State of Washington has imposed a deferral condition on us; therefore, no fees are payable by you to us until all of our pre-opening obligations are completed and your business has opened.

WASHINGTON RIDER TO
TROPICAL SMOOTHIE CAFÉ, LLC
FRANCHISE AGREEMENT

THIS RIDER (the "**Rider**") is effective as of_____, 20__ (the "**Agreement Date**"), and amends the Franchise Agreement dated____, 20__ (the "**Agreement**"), between **TROPICAL SMOOTHIE CAFÉ, LLC** ("**we**," "**us**," "**our**" or the "**Franchisor**") and
_____ ("**you**," "**your**" or the "**Franchisee**").

1. **Precedence and Defined Terms**. This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Initial Franchise Fee**. The payment of the initial franchise fee is deferred until all of our pre- opening obligations to you are completed and your business has opened.

3. **Washington Franchise Investment Protection Act**. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act (the "**Act**"), Chapter 19.100 RCW, prevail

4. **Relationship**. Section RCW 19.100.180 of the Act may supersede this Agreement in your relationship with us, including the area of termination and renewal of your franchise. There may also be court decisions which may supersede this Agreement in your relationship with us including the area of termination and renewal of your franchise.

5. **Dispute Resolution**. 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.

6. **Waiver of Rights**. A release or waiver of rights executed by you will not include rights under the Act or any rule or order thereunder except when signed pursuant to a negotiated settlement after the agreement(s) are 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.

7. **Transfer Fees**. Transfer fees may be collected to the extent that they reflect our reasonable estimated or actual costs in effectuating a transfer.

8. **Non-Competition Covenants**. Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee,

unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

9. **No-poaching Provisions**. 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.

10. **Multi-Unit Development.** The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business. Because the Franchisor has material pre-opening obligations with respect to each franchised business the Franchisee opens under the Multi-Unit Development Agreement, the Division will require that the franchise fees be released proportionally with respect to each franchised business.

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

Us:	**You:**
TROPICAL SMOOTHIE CAFÉ, LLC	_____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

EXHIBIT G TO THE DISCLOSURE DOCUMENT

ADDENDUM TO LEASE AGREEMENT/ CONDITIONAL ASSIGNMENT OF LEASE

ADDENDUM TO LEASE AGREEMENT/
CONDITIONAL ASSIGNMENT OF LEASE

Landlord/Lessor:_____	**Tenant/Lessee**:_____
Notice	Notice
Address:_____	Address:_____
_____	_____

Franchisor: Tropical Smoothie Café, LLC

Notice Address: 1117 Perimeter Center West, Suite W200
Atlanta, Georgia 30338

Date: Effective as of the Date of the Lease Between Landlord and Tenant (the "**Lease**")

Leased Premises/Location of Leased Site: (Center Name/Address):

_____

_____

Landlord, Franchisor, and Tenant agree to this addendum ("**Addendum**") as follows:

1. Tenant is a TROPICAL SMOOTHIE CAFÉ® franchisee. The Leased Premises shall be used solely for the operation of a smoothie beverage/sandwiches/gourmet wraps/salads/soups/coffee drinks restaurant, offering for sale a wide range of smoothie drinks and other products, at retail, and related products or services approved by the Franchisor under the trade name **TROPICAL SMOOTHIE®, TROPICAL SMOOTHIE CAFÉ®,** or any name authorized by the Franchisor, pursuant to Tenant's franchise agreement (the "**Franchise Agreement**") with Franchisor. The Landlord acknowledges that such use shall not violate any existing exclusives granted to any other existing tenant of the Landlord.

2. Landlord shall provide to Franchisor, at Franchisor's then current Notice Address, copies of any written Notice of Default ("**Default**") given to Tenant under the Lease, concurrently with giving such notices to Tenant. Landlord grants to Franchisor, at Franchisor's option, the right (but not the obligation) to cure any Default under the Lease (should Tenant fail to do so) within 15 days after the expiration of the period in which Tenant may cure the Default.

3. In the event of a Default of the Lease by Tenant, a default of the Franchise Agreement by Tenant, a default by Tenant under any loan agreement or any related loan documents with Franchisor or its affiliate, or expiration or termination of the Franchise Agreement, and upon written notice to Landlord by Franchisor to accept written assignment of the Lease to Franchisor as replacement tenant ("**Agreement Notice**"), Franchisor (or its designee acceptable to Landlord) shall become Tenant of the Leased Premises and shall become liable for all obligations under the Lease arising after the date of the Assignment Notice.

4. No amendment or variation of the terms of this Addendum shall be valid unless made in writing and signed by the parties.

5. All notices given pursuant to this Addendum must be sent by registered or certified mail, postage prepaid, to the party's address set forth above. Any party may change its address for receiving notices by giving the other parties written notice of the new address.

Landlord/Lessor	**Tenant/Lessee/Franchisee**
By: _____	By:_____
Name:_____	Name:_____
Its:_____	Its:_____

TROPICAL SMOOTHIE CAFÉ, LLC / FRANCHISOR

By:_____

Name: _____

Its: _____

EXHIBIT H TO THE DISCLOSURE DOCUMENT

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

NONDISCLOSURE AND NONCOMPETITION AGREEMENT

This **NONDISCLOSURE AND NONCOMPETITION AGREEMENT** (the "**Agreement**") is made and entered into this ____ day of _____, 20____, by and between _____, residing at _____, who presently is a manager or assistant manager of a Tropical Smoothie Café® restaurant, or a director, manager or officer of a Tropical Smoothie Café® franchisee (the "**Employee**") and _____, a _____, and its successors and assigns (the "**Employer**").

RECITALS:

WHEREAS, Employer is a company engaged in the business of owning and operating a Tropical Smoothie Café® franchise under a license granted by Tropical Smoothie Café, LLC (the "**Franchisor**").

WHEREAS, Employer is desirous of protecting its rights and interests in and to the Tropical Smoothie Café® franchise that Franchisor has granted to Employer, including operating systems, sales and marketing programs and ideas, and all information and documents relating thereto.

WHEREAS, Employee is being retained by Employer to provide services as the _____ for Employer.

WHEREAS, Employer will provide substantial opportunities to the Employee in the conduct of Employee's position including, but not limited to, present and future earnings, access to potential and existing customers and clients, and Employer's and Franchisor's confidential and proprietary information. Employee further acknowledges that Employer would not employ or continue to employ Employee without Employee's agreeing to be bound by the restrictions contained in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the premises, which Employee agrees is good and valuable consideration, the receipt of which hereby is acknowledged, Employee represents and warrants to Employer and covenants and agrees with Employer as follows:

1. Recitals. The statements made in the Recitals above are true and accurate and are incorporated herein.

2. Specialized Knowledge and Training. Employee acknowledges and agrees that:

(a) the knowledge and experience that Employee will acquire while associated with and/or employed by Employer is of a special, unique, and extraordinary character and that Employee's position with Employer places Employee in a position of a confidence and trust with the customers, clients, sales agents, contacts, account executives, investors, accounts, associates

and employees of Employer and allow Employee access to Confidential Information (as that term is defined in *Section* 6 below), which access Employee would not have but for Employee's relationship with Employer; and

(b) Employer will make substantial investments of time and capital in the development of Employee's goodwill, education and expertise, from which Employee will receive a substantial and direct economic benefit.

3. Operating System and Trademarks. Employee acknowledges and agrees that:

(a) Franchisor is the creator and owner of the trade secrets, products, concept, style, confidential information, format and operating system (collectively, the "**Operating System**") and the logotypes, service marks and trademarks now or hereafter involved in the operation of a Tropical Smoothie Café® Store using the style, trademark, service mark, and trade name TROPICAL SMOOTHIE CAFÉ® (collectively, the "**Trademarks**"), and the good will associated therewith, and has granted to Employer the right and license to operate a Tropical Smoothie Café® store using the Operating System and the Trademarks subject to the continuing control by Franchisor of the dissemination and use of the Operating System and the Trademarks;

(b) Employee has obtained or will obtain knowledge of the Operating System in connection with its association with or employment by either Franchisor and/or Employer, which knowledge obtained or to be obtained by Employee was unknown to it prior to said employment and/or the execution of this Agreement, and which knowledge is a prerequisite for Employee's employment; and

(c) Because the protection of the Operating System and the Trademarks is vital to the continued success of Franchisor and franchisees of Franchisor, Franchisor is unwilling to permit Employer to disclose to Employee the Operating System except upon the terms set forth in this Agreement, including the requirements of confidentiality, nondisclosure and noncompetition as set forth in this Agreement.

4. Ownership of Operating System and Trademarks. Employee acknowledges and agrees that Franchisor is the sole and exclusive owner of all right, title and interest in and to the Operating System and the Trademarks, and that the Operating System and the Trademarks shall be used by Employee only in accordance with the terms hereof. Employee shall acquire no right, title or interest in or to the Operating System and/or the Trademarks. Employee shall not, directly or indirectly, at any time during or after the term of Employee's employment by or association with Employer's Tropical Smoothie Café® Store, do or cause to be done any act or thing disputing, attacking, or in any way impairing or intending to impair Franchisor's right, title, or interest in or to the Operating System or the Trademarks. Employee shall immediately notify Employer of all infringements of the Operating System or the Trademarks by others that come to Employee's attention and of all challenges to or limitations on Franchisor's use of the Operating System or any of the Trademarks.

5. Nondisclosure of Confidential Information. The parties hereto acknowledge that during the period in which the Employee is employed by or associated with Employer (the

"**Employment Period**"), the Employee shall use, receive, conceive or develop Confidential Information (as that term is defined in *Section* 6 below). Employee covenants and agrees that during the Employment Period and at all times thereafter, Employee shall not, except with the prior written consent of Employer or Franchisor, which consent shall be granted or denied at the Employer's or Franchisor's sole and absolute discretion, or except if acting solely for the benefit of Employer in connection with Employer's business and in accordance with the Employer's business practices and policies, at any time disclose, divulge, report, transfer or use, for any purposes whatsoever, any of such Confidential Information which has been used, received, conceived or developed by Employee. Employee also recognizes that such Confidential Information represents a valuable asset of the Employer and Franchisor and is required to ensure the effective and successful conduct of their respective businesses.

6. Confidential Information. For purposes of this Agreement, the term "**Confidential Information**" shall mean all of the following materials and information that Employee uses, receives, conceives or develops or has used, received, conceived or developed, in whole or in part, in connection with Employee's employment by or association with Employer:

(a) The Operating System and Trademarks;

(b) The contents of any manuals or other written materials of Franchisor, Employer, or any of Franchisor's subsidiaries or affiliates;

(c) The names and information relating to customers and prospective customers of Employer, or other persons, firms, corporations or other entities with whom the Employee has contact with on behalf of Employer or to whom any other employee of Employer has provided goods or services at any time;

(d) The terms of various agreements between Employer and any third parties, including without limitation, the terms of customer agreements, vendor or supplier agreements, lease agreements, advertising agreements and the like;

(e) Any data or database, or other information compiled by Employer, including, but not limited to, customer lists, customer information, information concerning Employer, or any business in which Employer is engaged or contemplates becoming engaged, any company that Employer engages in business, any customer, prospective customer or other person, firm or corporation to whom or which Employer has provided goods or services or to whom or which any employee of Employer has provided goods or services on behalf of Employer, or any compilation, analysis, evaluation or report concerning or deriving from any data or database, or any other information;

(f) All policies, procedures, strategies and techniques regarding the services performed by Franchisor, training, marketing and sales of Franchisor, specifically including but not limited to the Operating System and Trademarks, either oral or written, and assorted lists containing information pertaining to customers and prospective customers; and

(g) Any other information, data, know-how or knowledge of a confidential or proprietary nature observed, used, received, conceived or developed by Employee in connection with Employee's employment by Employer.

7. Use and Return of Confidential Information.

(a) The Employee agrees that under no circumstance and at no time shall any of the Confidential Information be taken from Employer's premises and that under no circumstances and at no time shall any of the Confidential Information be duplicated, in whole or in part, without the express written permission of Employer, which permission may be granted or denied in its sole and absolute discretion.

(b) The Employee agrees that, upon termination of employment with Employer, Employee shall return to Employer all such Confidential Information, which is in Employee's possession regardless of the form in which any such materials are kept.

(c) The Employee covenants and agrees that all right, title and interest in any Confidential Information shall be and shall remain the exclusive property of Employer and/or Franchisor. Employee agrees to promptly disclose to Employer all Confidential Information developed in whole or in part by Employee within the scope of this Agreement and to assign to Employer and/or Franchisor any right, title or interest Employee may have in such Confidential Information. Employee agrees to turn over to the Employer all physical manifestations of the Confidential Information in Employee's possession or under Employee's control at the request of Employer.

8. In-Term Non-Solicitation and Non-Competition. In order to protect the goodwill of the Operating System and Trademarks, during the term of Employee's employment by or association with Employer, Employee shall not, directly or indirectly:

(a) Directly or indirectly divert, or attempt to divert, any business opportunity or customer of Employer, Franchisor or any Tropical Smoothie Café® Store to any competitor, or do or perform, directly or indirectly, any act injurious or prejudicial to the goodwill associated with the Operating System and the Trademarks; or

(b) Develop, own, manage, operate, be employed by or have any interest in any business or facility (other than a licensed Tropical Smoothie Café® Store), which is the same as or substantially similar to a Tropical Smoothie Café® Store (including, without limitation, any restaurant or food service facility owning, operating or managing, or granting franchises or licenses to others to do so, any business that features smoothies as a primary menu item and/or where fifty percent (50%) or more of the menu items consist of the same or similar items as those typically offered by a Tropical Smoothie Café® Store), wherever located.

9. Post-Term Non-Solicitation and Non-Competition. In order to protect the goodwill of the Operating System and Trademarks, for a period of two (2) years following the termination of Employer's employment by or association with Employer, for any reason, Employee shall not, directly or indirectly:

(a) Directly or indirectly divert, or attempt to divert, any business opportunity or customer of Employer, Franchisor or any Tropical Smoothie Café® Store to any competitor, or do or perform, directly or indirectly, any act injurious or prejudicial to the goodwill associated with the Operating System and the Trademarks; or

(b) Develop, own, manage, operate, be employed by or have any interest in any business or facility (other than a licensed Tropical Smoothie Café® Store) which is the same as or substantially similar to a Tropical Smoothie Café® Store (including, without limitation, any restaurant or food service facility owning, operating or managing, or granting franchises or licenses to others to do so, any business that features smoothies as a primary menu item and/or where fifty percent (50%) or more of the menu items consist of the same or similar items as those typically offered by a Tropical Smoothie Café® Store), and which is located within a radius of five (5) miles of the Employer's Tropical Smoothie Café® Store or any other Tropical Smoothie Café® Store (whether company-owned or franchised).

At no time during or after the term of Employee's employment by or association with Employer shall Employee use or duplicate the Operating System or the Trademarks, except pursuant to a valid license from Franchisor. Employee expressly agrees that the restrictive covenants contained in *Sections* 8 and 9: (i) are reasonable as to time and geographical area; (ii) do not place an unreasonable burden on Employee; and (iii) are supported by adequate consideration to Employee.

10. At-Will Employment. The mere entering into this Agreement by Employee shall not operate so as to require Employer to continue to employ Employee, and Employee hereby represents and warrants to Employer that Employee has not received any promises or guarantees, implied or express, of such continued employment by or association with Employer. Employee agrees that this Agreement shall be applicable to Employee regardless of whether the termination of its employment by or association with Employer occurs at the instance of Employee or Employer and, if at the instance of Employer, regardless of whether the termination was for cause. Employee further agrees that Employee's breach of this Agreement shall be grounds for the termination of Employee's employment.

11. Enforcement and Remedies. Employee agrees that a breach or default of the terms of this Agreement will cause irreparable harm to Employer and/or Franchisor and, therefore, in the event of any such breach or default, Employer and/or Franchisor shall be entitled to injunctive relief, specific performance, or other equitable relief. Employer and/or Franchisor shall be entitled to a restraining order or injunction without bond and without specific proof of irreparable harm and without specific proof of an inadequate remedy at law. Any specific right or remedy set forth in this Agreement shall not be exclusive, but shall be cumulative to other remedies available to Employer and/or Franchisor under this Agreement or at law or in equity, including injunctive relief, specific performance and recovery of money damages. The failure of Employer and/or Franchisor to enforce any of the provisions of this Agreement shall not constitute a waiver thereof or otherwise operate to limit any of Employer's and/or Franchisor's rights hereunder. The existence of any claim, defense or cause of action that Employee may have against Employer and/or Franchisor, regardless of cause or origin, shall not constitute a defense against the enforcement of this Agreement by Employer and/or Franchisor against Employee.

12. Toll Period. In the event Employee shall violate any provision of this Agreement as to which there is a specific time period during which Employee is prohibited from taking certain actions or from engaging in certain activities, as set forth in such provision, then, such violation shall toll the running of such time period from the date of such violation until such violation shall cease.

13. Successors and Assigns. This Agreement shall be binding upon Employee and his or her heirs, personal representatives, successors and assigns, and shall inure to the benefit of Employer and Franchisor (Franchisor being an intended third-party beneficiary hereof, with independent rights to enforce this Agreement) and their respective heirs, personal representatives, successors and assigns. Employee expressly agrees that this Agreement shall be assignable by Employer to a successor to the business of Employer and Employee hereby expressly consents to such assignment. Franchisor's rights under this Agreement are fully assignable and transferable and shall inure to the benefit of Franchisor's affiliates, successors and assigns.

14. Miscellaneous:

(a) Time is of the essence of this Agreement and of every term, covenant and condition hereof.

(b) The headings in this Agreement are for convenience only and are not to be construed as a part of this Agreement or in any way defining, limiting or amplifying the provisions hereof.

(c) If Employer or Franchisor retains an attorney or institutes a suit against Employee in any way connected with this Agreement or its enforcement, or to utilize remedies for its breach, they (if prevailing) shall be entitled to recover from Employee reasonable attorneys' fees (not to exceed actual attorneys' fees incurred) and all costs in connection with said enforcement or suit, whether or not suit is filed or, if filed, is prosecuted to judgment.

(d) This Agreement shall be governed by, construed and enforced under the laws of the State of _____ whose courts shall have jurisdiction over any legal proceedings arising out of this Agreement, and _____ County, _____ shall be the place of venue for any such action or proceedings. [*Insert State and County where Employer's Franchised Business is located]*

(e) The invalidity or unenforceability of any covenant, term or condition of this Agreement, or any portion of any covenant, term or condition of this Agreement, shall not affect any other covenant, term or condition or portion thereof and this Agreement shall remain in effect as if such invalid or unenforceable covenant, term or condition (or portion thereof) were not contained herein; provided that the invalidity of any such provision does not materially and adversely affect the expected benefits accruing to any party hereunder.

(f) This Agreement contains the entire agreement between the parties and supersedes all prior and contemporaneous understandings, representations, warranties, and

agreements. This Agreement shall not be amended or modified, except in writing signed by all parties hereto.

15. **WAIVER OF JURY TRIAL. EMPLOYEE HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EMPLOYEE MAY HAVE TO A TRIAL BY JURY OF, UNDER, OR IN CONNECTION WITH EMPLOYEE'S EMPLOYMENT WITH EMPLOYER, THIS AGREEMENT, OR ANY AGREEMENT OR DOCUMENT EXECUTED IN CONJUNCTION HEREWITH OR ANY COURSE OF CONDUCT, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING HERETO OR THERETO.**

16. Acknowledgment. Employee acknowledges that Employee understands the terms and conditions set forth in this Agreement and has had adequate time to consider whether to agree to them and to consult a lawyer, if Employee wished to do so.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

EMPLOYER:	**EMPLOYEE:**
_____	_____
By: _____	_____
	[Print Name]
_____	
[Print Name and Title]	

EXHIBIT I TO THE DISCLOSURE DOCUMENT

TROPICAL SMOOTHIE OPERATIONAL STANDARDS MANUAL
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Operational Standards Manual

Click here to see what's new.

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CHANGE LOG

Version/Date	Change
V.4 January 2020	Added Responding to Guest Inquiries, Deep Cleaning Standards, Denature Procedures
V.3 October 2019	Added Communication Devices policy to Appearance and Grooming Standards
V.2 September 2019	Updated the Exception Request link for Hours of Operation
V.1 August 2019	Version 1 published

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Miniveyor Oven

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EXHIBIT J TO THE DISCLOSURE DOCUMENT

ROSTER OF CURRENT AND FORMER FRANCHISEES

AS OF DECEMBER 29, 2019

ROSTER OF CURRENT FRANCHISEES AS OF DECEMBER 29,2019

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Rhett and Lori	Enzor	411 West Bypass	Andalusia	Alabama	36420	(334) 222-5005
	Linda Morgan	Russell Rissman	200 West Glenn Avenue #100	Auburn	Alabama	36830	(334) 821-6555
	John Michael	Tate	1350 Inverness Corners	Birmingham	Alabama	35242	(205) 331-4070
	Bradley and Randall "Steve"	Sheffield	29740 Urgent Care Drive	Daphne	Alabama	36526	(251) 232-6182
	Glen Johnson	Nicholas "Nick" Crouch	3230 Ross Clark Circle Suite 3	Dothan	Alabama	36301	(334) 673-5652
	Glen Johnson	Nicholas "Nick" Crouch	1640 Ross Clark Circle	Dothan	Alabama	36301	(334) 661-4003
	Rebecca Pitts	Mike Burdick	TBD	Enterprise	Alabama	TBD	(334) 400-4884
	Bradley and Randall "Steve"	Sheffield	TBD	Foley	Alabama	TBD	(251) 232-6182
	Samuel Hess	Kathleen Regan	3049 John Hawkins Parkway Suite 100	Hoover	Alabama	35244	(205) 444-0612
*	Peter, Gilbert and Federico	Morales-Zimmerman	2075 Cecil Ashburn Drive SE	Huntsville	Alabama	35802	(256) 945-7768
*	Peter, Gilbert and Federico	Morales-Zimmerman	2324 Whitesburg Drive, SE Suite A	Huntsville	Alabama	35801	(256) 539-9688
	Peter, Gilbert and Federico	Morales-Zimmerman	1079 Balch Road Suite D	Madison	Alabama	35758	(256) 970-4330
	Steven Craig Scott	James Nathan Fuller	9 Du Rhu Drive	Mobile	Alabama	36608	(205) 245-3742
	Steven Craig Scott	James Nathan Fuller	7450 Airport Blvd Suite A	Mobile	Alabama	36608	(205) 245-3742
	Dimple	Ahuja	7248 Halcyon Park Drive Unit C	Montgomery	Alabama	36117	(334) 676-2203
	Linda	Morgan	6542 Atlanta Hwy	Montgomery	Alabama	36117	(334) 213-2999
	Dimple	Ahuja	3008 Zelda Road	Montgomery	Alabama	36106	(334) 517-1872
*	Russell Rissman	Linda Morgan	TBD	Montgomery	Alabama	TBD	(334) 462-8850
	Linda	Morgan	2790 Legends Parkway	Prattville	Alabama	36066	(334) 285-4545
	Linda Morgan	Russell Rissman	801 South Memorial Drive	Prattville	Alabama	36067	(334) 730-1602
	Dimple	Ahuja	TBD	Troy	Alabama	TBD	(205) 415-1309
	Steven Craig	Scott	1800 McFarland Boulevard #306	Tuscaloosa	Alabama	35404	(205) 331-4070
*	Linda Morgan	Russell Rissman	TBD	Wetumpka	Alabama	TBD	(334) 312-0860
	Dara and Brian	Cupery	1155 W. Ocotilla Road	Chandler	Arizona	85248	(480) 659-3285
	Dara and Brian	Cupery	891 East Baseline Road, Suite 106	Gilbert	Arizona	85233	(480) 545-6677
	Eric Persson	Scott Palmateer	TBD	Glendale	Arizona	TBD	(623) 302-0269
	Eric	Persson	13355 W Mcdowell Road Suite 110	Goodyear	Arizona	85395	(623) 414-4064

	Bryan	Khaov	2748 South Signal Butte Road, Suite 106	Mesa	Arizona	85209	(480) 588-6911
	Scott Palmateer	Eric Persson	6614 E. Baseline Rd. Suite 110	Mesa	Arizona	85206	(480) 325-7680
	Scott Palmateer	Eric Persson	2815 W. Peoria Avenue, Suite #116	Phoenix	Arizona	85029	(602) 944-3333
	Scott Palmateer	Eric Persson	1640 E. Camelback Road, Suite #150	Phoenix	Arizona	85016	(602) 274-2000
	Scott Palmateer	Eric Persson	13749 N Litchfield Road Suite 118	Surprise	Arizona	85379	(623) 584-6280
	Eric	Persson	8707 S. Priest Drive, Suite # 108	Tempe	Arizona	85284	(480) 496-4200
	Huyen Bui	Samip Patel	TBD	Tuscon	Arizona	TBD	(520) 903-4888
	Samip Patel	Huyen Bui	TBD	Tuscon	Arizona	TBD	(520) 903-4888
	Charles Gregory and DeWayne	Hart	TBD	Arkadelphia	Arkansas	TBD	(501) 951-0002
	Nilesh "Neal" and Jigna	Patel	118 Harvest Drive	Bryant	Arkansas	72109	(501) 943-7492
	Nilesh "Neal" and Jigna	Patel	1517 Military Road	Benton	Arkansas	72015	(501) 408-5616
	Heather and Michael	Philip	805 South Walton Blvd. Suite 119	Bentonville	Arkansas	72712	(479) 715-6588
	Glen Johnson	Nicholas "Nick" Crouch	2051 W Main Street Suite A	Cabot	Arkansas	72023	(501) 286-6009
*	Heather and Michael	Philip	1409 E Centerton Boulevard	Centerton	Arkansas	72719	(479) 224-4994
	Glen Johnson	Nicholas "Nick" Crouch	705 Club Lane #109	Conway	Arkansas	72034	(501) 764-4800
	Heather and Michael	Philip	3878 Crossover Rd., Suite 10	Fayetteville	Arkansas	72703	(479) 582-4444
	Heather and Michael	Philip	350 N. Razorback Road	Fayetteville	Arkansas	72701	(479) 263-3980
*	Glen Johnson	Nicholas "Nick" Crouch	6901 Rogers Ave Suite A	Fort Smith	Arkansas	72903	(479) 542-1833
*	Nilesh "Neal" and Jigna	Patel	3308 Central Avenue	Hot Springs	Arkansas	71913	(501) 622-2551
	Glen Johnson	Robert Morris	140 John Hardin Drive #29	Jacksonville	Arkansas	72076	(501) 241-2333
	Jason	Alley	3410 E Johnson Ave, Suite Q	Jonesboro	Arkansas	72401	(870) 932-8767
*	Glen Johnson	Nicholas "Nick" Crouch	16900 Chenal Parkway, Suite 100	Little Rock	Arkansas	72223	(501) 817-3154
	Glen Johnson	Nicholas "Nick" Crouch	11900 Kanis Rd. Suite D3	Little Rock	Arkansas	72211	(501) 221-6773
*	Glen Johnson	Nicholas "Nick" Crouch	11312 Bass Pro Parkway Suite A	Little Rock	Arkansas	72210	(501) 407-0920
	Jason	Alley	524 Broadway Avenue	Little Rock	Arkansas	72201	(501) 246-3145
	Jigna	Patel	12911 Cantrell Rd. #19	Little Rock	Arkansas	72223	(501) 224-1113
	Jigna	Patel	410 S. University Avenue Suite 140	Little Rock	Arkansas	72205	(501) 280-9988
*	Jigna	Patel	1510 Rebsamen Road	Little Rock	Arkansas	72202	(501) 747-1030
	Glen Johnson	Nicholas "Nick" Crouch	10221 N. Rodney Parham Rd.	Little Rock	Arkansas	72227	(501) 224-2233

	Glen Johnson	Nicholas "Nick" Crouch	5504 JFK Blvd	North Little Rock	Arkansas	72116	(501) 753-8500
	Glen Johnson	Nicholas "Nick" Crouch	12007 Maumelle Blvd.	North Little Rock	Arkansas	72113	(501) 851-9555
*	Glen Johnson	Nicholas "Nick" Crouch	2600 Main Street	North Little Rock	Arkansas	72114	(501) 904-5212
	Michael and Heather	Philip	TBD	Northwest	Arkansas	TBD	(479) 263-3980
	Jigna	Patel	502 Mallard Loop Suite E	Pine Bluff	Arkansas	71603	(870) 536-7040
	Heather and Michael	Philip	3351 Pinnacle Hills	Rogers	Arkansas	72758	(479) 273-2000
*	Glen Johnson	Nicholas "Nick" Crouch	605 N Arkansas Avenue	Russellville	Arkansas	72801	(479) 498-0788
	Glen Johnson	Robert Morris, Nicholas "Nick" Crouch	310 E. Beebe Capps Expy	Searcy	Arkansas	72143	(501) 305-3665
*	Heather and Michael	Philip	3200 E. Highway 412 #70	Siloam Springs	Arkansas	72761	(479) 373-1090
	Heather and Michael	Philip	7022 W. Sunset Avenue, Suite 1	Springdale	Arkansas	72762	(479) 361-9999
*	Glen Johnson	Nicholas "Nick" Crouch	2025 Fayetteville Road Suite A	Van Buren	Arkansas	72956	(479) 471-5359
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Van Buren	Arkansas	TBD	(501) 442-0089
*	Parvinder and Malwinder	Sidhu	41 Auto Center Drive Suite 109A	Foothill Ranch	California	92610	(949) 452-0184
*	Parvinder and Malwinder	Sidhu	9480 Talbert Avenue	Fountain Valley	California	92708	(714) 375-0018
	Robert	Frances	TBD	Heavenly Village	California	TBD	(702) 256-3081
*	Parvinder and Malwinder	Sidhu	1566 Alton Parkway	Irvine	California	92618	(949) 450-0235
*	Parvinder and Malwinder	Sidhu	27412 Antonio Parkway Suite R2	Ladera Ranch	California	92691	(949) 347-1260
*	Parvinder and Malwinder	Sidhu	860 The City Drive Suite A	Orange	California	92868	(714) 703-8037
	Michael and Regina	Pilson	12799 E. Foothill Blvd., Ste. A	Rancho Cucamonga	California	91739	(909) 899-0708
*	Parvinder and Malwinder	Sidhu	30451 Avenida De Las Flores Suite C	Rancho Santa Margerita	California	92688	(949) 264-6800
	Gary	Wagner	TBD	San Francisco	California	TBD	(650) 888-5594
	Michael and Regina	Pilson	891 W. Foothill Boulevard Suite 891	Upland	California	91786	(909) 256-4004
	Kevin	Baker	5830 Independence Street, Suite 100	Arvada	Colorado	80002	(303) 403-9888
	Kevin	Baker	9615-D E. County Line Rd	Centennial	Colorado	80112	(303) 799-4133

*	Kevin	Baker	TBD	Colorado Springs	Colorado	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Colorado Springs	Colorado	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Colorado Springs	Colorado	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Colorado Springs	Colorado	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Colorado Springs	Colorado	TBD	(586) 431-0401
	Kevin	Baker	TBD	Colorado Springs	Colorado	TBD	(586) 431-0401
	Susan and Timothy	Nats	TBD	Denver	Colorado	TBD	(303) 882-7703
	Kevin	Baker	4486 Peoria Street	Denver	Colorado	80239	(720) 328-1690
*	Kevin	Baker	TBD	Denver	Colorado	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	Colorado	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	Colorado	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	Colorado	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	Colorado	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	Colorado	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	Colorado	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	Colorado	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	Colorado	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	Colorado	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	Colorado	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	Colorado	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	Colorado	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	Colorado	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	Colorado	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	Colorado	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	Colorado	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	Colorado	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	Colorado	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	Colorado	TBD	(586) 431-0401
*	Gary Bret, Leighton Wyatt and Gage	Barnett	TBD	Denver	Colorado	TBD	(501) 351-1565
*	Gary Bret, Leighton Wyatt and Gage	Barnett	TBD	Denver	Colorado	TBD	(501) 351-1565

*	Gary Bret, Leighton Wyatt and Gage	Barnett	TBD	Denver	Colorado	TBD	(501) 351-1565
*	Gary Bret, Leighton Wyatt and Gage	Barnett	TBD	Denver	Colorado	TBD	(501) 351-1565
*	Gary Bret, Leighton Wyatt and Gage	Barnett	TBD	Denver	Colorado	TBD	(501) 351-1565
*	Gary Bret, Gage, Leighton Wyatt	Barnett	TBD	Denver	Colorado	TBD	(501) 351-1565
*	Gary Bret, Gage and Leighton Wyatt	Barnett	TBD	Denver	Colorado	TBD	(501) 351-1565
*	Gary Bret, Gage, and Leighton Wyatt	Barnett	TBD	Denver	Colorado	TBD	(501) 351-1565
*	Gary Bret, Gage, Leighton Wyatt	Barnett	TBD	Denver	Colorado	TBD	(501) 351-1565
*	Gary Bret, Gage and Leighton Wyatt	Barnett	TBD	Denver	Colorado	TBD	(501) 351-1565
	Sandhya	Harikrishnan	700 South College Avenue	Fort Collins	Colorado	80524	(970) 825-5111
*	Gary Bret, Gage and Leighton Wyatt	Barnett	TBD	Little Rock	Colorado	TBD	(501) 351-1565
	Kevin	Baker	TBD	Littleton	Colorado	TBD	(586) 431-0401
	Tyrone	Baxter	TBD	Pueblo	Colorado	TBD	(719) 460-8868
*	Kevin	Baker	TBD	Shelby Township	Colorado	TBD	(586) 431-0401
	Kevin	Baker	3753 Wadsworth Blvd, STE 115	Wheat Ridge	Colorado	80033	(303) 403-0333
	Daniel	DeBarba	15 Dixwell Avenue	New Haven	Connecticut	06511	(203) 691-5428
*	Daniel	Debarba	TBD	New Haven	Connecticut	TBD	(203) 314-6990
*	Daniel	Debarba	TBD	New Haven	Connecticut	TBD	(502) 345-1200
*	Daniel	Debarba	TBD	New Haven	Connecticut	TBD	(203) 314-6990
*	Daniel	Debarba	TBD	New Haven	Connecticut	TBD	(502) 345-1200
*	Daniel	Debarba	TBD	New Haven	Connecticut	TBD	(502) 345-1200
	SudhirKumar	Mehta	TBD	Dover	Delaware	TBD	(410) 463-1133
	Lesie Lindsey	Martin Lewis	TBD	Middletown	Delaware	TBD	(215) 287-4790
	Gaurang "Steve"	Modi	4742 Limestone Road	Wilmington	Delaware	19808	(302) 510-6109
	Dennis	Norris	TBD	Wilmington	Delaware	TBD	(302) 234-3458
	Oubab	Khalil	425 I Street NW	Washington	District of Columbia	20001	(202) 851-4055
	David Magby	Alesha Hicks	TBD	Washington	District of Columbia	TBD	(202) 421-6462
	David Magby	Alesha Hicks	TBD	Washington	District of Columbia	TBD	(202) 421-6462
	Arman	Marukyan	851 South State Road 434	Altamonte Springs	Florida	32714	(407) 294-0098

	Raymond "Ray" Sussek	Richard "Rick" Pettingill	3030 E. Semoran Blvd	Apopka	Florida	32703	(407) 755-1112
	Phong Thai Ho, Lieu Thi Nguyen	Melvin Cron	5072 Annunciation Circle, Ste. 101	Ave Maria	Florida	34142	(239) 867-4492
	Jack	Cleghorn	1490 N. Broadway Ave.	Bartow	Florida	33830	(863) 519-9111
*	Matthew	Tanner	TBD	Boch~~h~~a Raton	Florida	TBD	(717) 891-5168
	Roy and Debra	Crombie	TBD	Boco Raton/Boyton Beach	Florida	TBD	(561) 352-3087
	Cornel and Delrose	Marriott	1025 Gateway Blvd. #305	Boynton Beach	Florida	33426	(561) 733-0059
	Marianna and Andrea	Tenorio	6645 W. Boynton Beach Boulevard	Boynton Beach	Florida	33437	(561) 336-3031
	Krunal Zalavadiya	Rajesh Harkhani	1007 1st St East	Bradenton	Florida	34208	(941) 747-0505
	Emily	Harrington	11011 Causeway Blvd.	Brandon	Florida	33511	(813) 684-1962
	Emily	Harrington	2330 W. Brandon Blvd.	Brandon	Florida	33511	(813) 689-6200
	Tyrone	Blocton	811 E Bloomingdale Avenue	Brandon	Florida	33511	(813) 324-7429
*	Raymond Jr.	Howell	1751 NE Pine Island Road, Unit L3	Cape Coral	Florida	33909	(239) 573-0035
	Raymond Jr. and Joy	Howell	2139 Santa Barbara Blvd S	Cape Coral	Florida	33991	(239) 800-5362
*	Leroy and Mary	Smith	54 Riley Road	Celebration	Florida	34747	(407) 566-8636
*	Matthew and Daniel Beaulieu	Joseph Hudson	TBD	Charlotte County	Florida	TBD	(502) 345-1200
	Bradley	Freet	27001 US 19 North	Clearwater	Florida	33761	(727) 400-6905
	Keith Sabiel	Ryan Morrison	2695 Roosevelt Blvd.	Clearwater	Florida	33761	(727) 536-1800
*	Jean and Bradley	Freet	1840 Gulf To Bay Boulevard	Clearwater	Florida	33765	(727) 474-2850
*	Bradley	Freet	TBD	Clearwater	Florida	TBD	(727) 515-0018
	Ming-Ting	Chung	4360 North Atlantic Avenue	Cocoa Beach	Florida	32931	(321) 868-7891
*	Cesar Batista	Karina Caballero	6182 West Sample Road	Coral Springs	Florida	33067	(954) 775-0254
	Bill	Wyrough	3802 S. Ferdon Blvd., Suite C	Crestview	Florida	32536	(850) 398-6286
*	Leroy and Mary	Smith	7920 Lake Wilson Road	Davenport	Florida	33896	(863) 420-4444
	Sandra Ramirez	Jim Welzer	5780 S University Dr #160	Davie	Florida	33328	(954) 880-0840
	Ahmed and Nesreen	Eldeeb	1500 Beville Road #702	Daytona Beach	Florida	32114	(386) 265-1911
*	Robert and Matthew	Tanner	TBD	Deerfield Beach	Florida	TBD	(717) 891-5168
	Adam	Alfonso	4495 Furling Lane, Suite 120	Destin	Florida	32459	(850) 460-8666
	Vanisree and Prashanth "Peter"	Jonngadala	2000 NW 87th Ave., Suite #2	Doral	Florida	33172	(786) 331-3960
	Raymond Jr. and Joy	Howell	10011 Estero Town Commons Pl. Unit 104A	Estero	Florida	33928	(239) 992-2008

	David and Loretta	Whiting	5000 US HWY 17, Suite 7	Fleming Island	Florida	32003	(904) 375-0959
	Philip	Houston	1851 Cordova Road	Fort Lauderdale	Florida	33316	(954) 523-2268
	Sandra Ramirez	Jim Welzer	6339 North Andrews Avenue	Fort Lauderdale	Florida	33309	(954) 958-0440
*	Robert and Matthew	Tanner	TBD	Fort Lauderdale	Florida	TBD	(717) 891-5168
	Raymond Jr.	Howell	9377 Six Mile Cypress Pkwy, Ste 100	Fort Myers	Florida	33966	(239) 931-3100
	Raymond "Jr." and Joy	Howell	6611 Orion Drive, #101	Fort Myers	Florida	33912	(239) 561-6220
*	Raymond Jr.	Howell	1791 Boyscout Drive #1	Fort Myers	Florida	33907	(239) 362-0574
*	Raymond Jr.	Howell	16240 Summerlin Road #310	Fort Myers	Florida	33908	(239) 771-8078
*	Andrew and Raymond Jr.	Howell	13111 Paul J. Doherty Parkway Suite 140	Fort Myers	Florida	33913	(239) 789-1210
	Kemberly	Rego	5212-A Okeechobee Road	Fort Pierce	Florida	34947	(772) 429-1944
	Kimberly	Rego	3211 South US Highway 1	Fort Pierce	Florida	34982	(772) 448-8709
	Neil and Carol Hooker	Catherine Catanese	415 C Mary Esther Blvd., Unit C	Fort Walton Beach	Florida	32548	(850) 244-3688
	Khaim and Aicha	Cousineau	10 S. E. Eglin Blvd.	Fort Walton Beach	Florida	32548	(850) 796-2388
	Sara Holt	f/k/a Sara Killough	206 NW Racetrack Road	Fort Walton Beach	Florida	32547	(850) 864-4991
	Jeffrey Pappas	Pamela Clark	1000 Mar Walt Drive	Fort Walton Beach	Florida	32547	(850) 315-7996
	Dhairya and Vipulkumar	Chaudhari	3345 SW 34 Street Ste 5	Gainesville	Florida	32608	(352) 379-9988
	Dhairya and Vipulkumar	Chaudhari	4125 NW 16th Boulevard	Gainesville	Florida	32605	(352) 363-6227
	Linda	Morgan	211 Gulf Breeze Parkway	Gulf Breeze	Florida	32561	(850) 733-9757
	Ming-Ting	Chung	660 East Eau Gallie Blvd. Suite 2	Indian Harbour Beach	Florida	32937	(321) 622-8706
	Gary and Patricia	Corbitt	10111 San Jose Blvd.	Jacksonville	Florida	32257	(904) 880-5161
	Glen Johnson	Nicholas "Nick" Crouch	1808 Hendricks Avenue	Jacksonville	Florida	32207	(904) 399-1514
	Glen Johnson	Nicholas "Nick" Crouch	2245 COUNTY ROAD 210 W	Jacksonville	Florida	32259	(904) 829-9292
	Josh and Irwin	Witt	11900 Atlantic Blvd. Suite 228	Jacksonville	Florida	32225	(904) 564-4784
	Jim Mabry	Clark Bailey	104 Bartram Oaks Walk, Suite 106	Jacksonville	Florida	32259	(904) 230-6360
	Glen Johnson	Nicholas "Nick" Crouch	7159 Phillips Hwy, Unit #5	Jacksonville	Florida	32256	(904) 332-9555
	Glen Johnson	Nicholas "Nick" Crouch	8221 Southside Blvd.	Jacksonville	Florida	32256	(904) 646-9727

	Glen Johnson	Nicholas "Nick" Crouch	9610 Applecross Road, Suite 110	Jacksonville	Florida	32222	(904) 777-8216
	Mark	Steele	4765 Hodges Blvd Suite 20	Jacksonville	Florida	32224	(904) 503-2682
	Glen Johnson	Nicholas "Nick" Crouch	13159 City Center Blvd	Jacksonville	Florida	32218	(904) 379-6826
	Glen Johnson	Nicholas "Nick" Crouch	5895 Roosevelt	Jacksonville	Florida	32244	(904) 379-4480
	Glen Johnson	Nicholas "Nick" Crouch	13280 Old St. Augustine Road	Jacksonville	Florida	32258	(904) 337-1648
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Jacksonville	Florida	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Jacksonville	Florida	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Jacksonville	Florida	TBD	(501) 442-0089
	Glen Johnson	Nicholas "Nick" Crouch	TBD	Jacksonville	Florida	TBD	(501) 442-0089
	Mark	Steele	1230 Beach Blvd.	Jacksonville Beach	Florida	32250	(904) 242-4940
	Nick, Vincent, and Nick Jr.	Gannascoli	3174 Federal Hwy	Jensen Beach	Florida	34957	(772) 232-9010
	Nick, Vincent, and Nick Jr.	Gannascoli	2491 South Federal Highway	Jensen Beach	Florida	34957	(772) 692-8088
	Cesar Batista	Karina Caballero	6671 W. Indianatown Rd Suite 52	Jupiter	Florida	33458	(561) 748-4457
	Aaron Toutloian	Amber Schraier	5440 Military Trail, Suite #5	Jupiter	Florida	33458	(561) 624-8775
	Yolanda	Montoya	2677 W. Osceola Pkwy.	Kissimmee	Florida	34741	(407) 201-3982
	James Harley	Yolanda Montoya	3222 Rolling Oaks Blvd	Kissimmee	Florida	24747	(407) 507-1537
	Glen Johnson	Nicholas "Nick" Crouch	2786 W US Hwy 90, Suite 101	Lake City	Florida	32055	(386) 344-6978
	Andrew and Raymond Jr.	Howell	3785 Lake Emma Road	Lake Mary	Florida	32746	(407) 942-0050
	Ming-Ting, and Paul Chung	Jacqueline LI	4270 N Hwy 98	Lakeland	Florida	33809	(863) 859-5116
	Jack	Cleghorn	225 South Florida Ave	Lakeland	Florida	33801	(863) 686-9474
	Joe	Mormino	1001 West Bay Drive, Unit 102	Largo	Florida	33770	(727) 216-3329
*	Cesar Batista	Karina Caballero	5409 N University Drive	Lauderhill	Florida	33351	(954) 530-4612
*	Raymond	Howell Jr.	TBD	Lee County	Florida	TBD	(631) 872-3311
*	Raymond	Howell Jr.	TBD	Lee County	Florida	TBD	(631) 872-3311
	James "Jim" and Joretta	Spafford	15673 Southern Blvd. #B 103-104	Loxahatchee	Florida	33470	(561) 657-8480
*	Emily	Harrington	23673 SR 54 Suite E1	Lutz	Florida	33559	(813) 575-9736
	Emily	Harrington	TBD	Lutz	Florida	TBD	(352) 467-5473

*	Matthew and Daniel Beaulieu	Joseph Hudson	TBD	Manatee County	Florida	TBD	(502) 345-1200
	Peter	St. Germain	TBD	Marco Island	Florida	TBD	(859) 444-7402
	Ming-Ting	Chung	1520 S. Babcock St., Suite A	Melbourne	Florida	32907	(321) 952-5575
	Ming-Ting	Chung	1700 West New Haven Avenue	Melbourne	Florida	32904	(321) 768-9731
	Diane	Schullstrom	3682 N. Wickham Rd. Suite E	Melbourne	Florida	32935	(321) 426-7704
	Lisa Morrison	Robbie "Robb" Morrison	2328 Citadel Way	Melbourne	Florida	32940	(321) 241-1140
	Ming Ting	Chung	TBD	Melbourne	Florida	TBD	(863) 529-7961
	Ming-Ting	Chung	700 E. Merritt Island Causeway	Merritt Island	Florida	32952	(321) 454-2303
	Marie and Clyde "Brad"	Shellen	13550 SW 120th St. #452	Miami	Florida	33186	(305) 251-7570
	Fernando and Giancarlo	Capote	11290 SW 12th St., RC 101 (FIU)	Miami	Florida	33199	(305) 348-7534
*	Jim Welzer	Sandra Ramirez	TBD	Miami	Florida	TBD	(305) 766-0207
*	Sandra Ramirez	Jim Welzer	TBD	Miami	Florida	TBD	(305) 766-0207
	Marie and Clyde "Brad"	Shellen	TBD	Miami	Florida	TBD	(305) 905-2678
	Craig	Dixon	TBD	Miami	Florida	TBD	(954) 548-4994
	Glen Johnson	Nicholas "Nick" Crouch	1782 Blanding Boulevard, Suite 11	Middleburg	Florida	32068	(904) 282-8777
	Daniel and Matthew Beaulieu	Joseph Hudson	5016 Airport Pulling Rd. N.	Naples	Florida	34105	(239) 262-3600
	Thomas and Lana	Hudson	570 Ninth Street North	Naples	Florida	34102	(239) 793-5700
	Daniel and Matthew Beaulieu	Joseph Hudson	13585 Tamiami Trail North Unit #19	Naples	Florida	34110	(239) 591-2241
	Amy	Reynolds	8855 Immokalee Road #1	Naples	Florida	34120	(239) 331-7445
	Daniel and Matthew Beaulieu	Joseph Hudson	7335 Radio Road Suite 2	Naples	Florida	34104	(239) 354-3333
	Daniel and Matthew Beaulieu	Joseph Hudson	5995 Pine Ridge Road	Naples	Florida	34119	(239) 330-7214
	Daniel and Matthew Beaulieu	Joseph Hudson	7723 Collier Boulevard Suite 301	Naples	Florida	34113	(239) 228-6895
	Linda Morgan	Russell Rissman	8646 Navarre Parkway	Navarre	Florida	32566	(850) 936-1320
	Bill	Wyrough	703 John Sims Pkwy.	Niceville	Florida	32578	(850) 729-8060
*	Andrew and Raymond Jr.	Howell	17419 Tamiami Trail	North Point	Florida	34287	(941) 423-9472
	Dhairya and Vipulkumar	Chaudhari	TBD	Ocala	Florida	TBD	(352) 631-4559
	Dhairya and Vipulkumar	Chaudhari	TBD	Ocala / The Villages	Florida	TBD	(352) 631-4559
	Glen Johnson	Nicholas "Nick" Crouch	266 Blanding Blvd Suite 2	Orange Park	Florida	32073	(904) 644-7353

	Jasmin Salinas	Patrick Foster Jr.	TBD	Orlando	Florida	TBD	(561) 670-0568
	Andrew and Raymond Jr.	Howell	3402 Technological Avenue #112	Orlando	Florida	32817	(407) 776-8074
	Levon and Hovnan	Movsisyan	7561 West Sandlake Rd	Orlando	Florida	32819	(407) 248-0707
	Jason	Vega	4960 E. Colonial Drive	Orlando	Florida	32803	(407) 897-8585
	Ketan	Desai	433 N. Mills Avenue	Orlando	Florida	32803	(407) 896-4999
	Alfredo	Manzano	63 West Washington Street	Orlando	Florida	32801	(407) 839-0830
	Andrew and Raymond Jr.	Howell	12201 Research Pkwy #199	Orlando	Florida	32826	(407) 601-4220
	Anna, Esteban and Jacqueline	Perez	2104 Edgewater Drive	Orlando	Florida	32804	(407) 422-1112
	Andrew and Raymond Jr.	Howell	3120 S. Kirkman Road, Suite 5E	Orlando	Florida	32811	(407) 601-7982
	Michele, Robert, and Brittany	Parsons	12278 Narcoossee Road Suite 102	Orlando	Florida	32832	(407) 203-8721
	Anna, Esteban and Jacqueline	Perez	8600 Vineland Avenue, Suite 103	Orlando	Florida	32821	(321) 395-4106
	Raymond "Ray" Sussek	Richard "Rick" Pettingill	TBD	Orlando	Florida	TBD	(631) 872-3311
	Glen Johnson	Nicholas "Nick" Crouch	TBD	Orlando	Florida	TBD	(501) 442-0089
	Glen Johnson	Nicholas "Nick" Crouch	TBD	Orlando	Florida	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Orlando	Florida	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Orlando	Florida	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Orlando	Florida	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Orlando	Florida	TBD	(501) 442-0089
	Mohammad Almukahal	Tawfiq Mukahall	TBD	Orlando	Florida	TBD	(941) 726-4554
	Kelven and Gayla Davis	Jerrell Lowery	TBD	Orlando	Florida	TBD	(850) 778-0570
	Carmine	Trovato	TBD	Orlando	Florida	TBD	(814) 242-5798
*	Magdalena Iankova, Mark Lukachko	Zarko Stojanovski	TBD	Orlando	Florida	TBD	(702) 524-6524
*	Magdalena Iankova, Mark Lukachko	Zarko Stojanovski	TBD	Orlando	Florida	TBD	(702) 524-6524
*	Magdalena Iankova, Mark Lukachko	Zarko Stojanovski	TBD	Orlando	Florida	TBD	(917) 601-3340
*	Magdalena Iankova, Mark Lukachko	Zarko Stojanovski	TBD	Orlando	Florida	TBD	(702) 524-6524

*	Magdalena Iankova, Mark Lukachko	Zarko Stojanovski	TBD	Orlando	Florida	TBD	(702) 524-6524
*	Magdalena Iankova, Mark Lukachko	Zarko Stojanovski	TBD	Orlando	Florida	TBD	(702) 524-6524
	Ahmed and Ahmed M.	Eldeeb	TBD	Ormond Beach	Florida	TBD	(201) 206-5845
	Katarina Schickedanz	John Weissfisch	8155 Red Bug Lake Rd Suite 109	Oviedo	Florida	32765	(407) 971-9494
	Katarina Schickedanz	John Weissfisch	45 West Mitchell Hammock Road, Suite 1351	Oviedo	Florida	32765	(407) 542-3078
	Glen Johnson	Nicholas "Nick" Crouch	TBD	Palatka	Florida	TBD	(501) 442-0089
	Ming-Ting	Chung	4700 Babcock St., Unit # 9	Palm Bay	Florida	32905	(321) 725-6535
	Nancy	Chapman	TBD	Palm Beach County	Florida	TBD	(561) 596-5366
*	Cesar Batista	Karina Caballero	4276 Northlake Blvd.	Palm Beach Gardens	Florida	33410	(561) 624-4513
*	Cesar Batista	Karina Caballero	2508 PGA Blvd.	Palm Beach Gardens	Florida	33410	(561) 626-0412
	Marianna and Andrea	Tenorio	6271 PGA Blvd.	Palm Beach Gardens	Florida	33418	(561) 775-7744
	Joseph and Dawn	Rogers	3083 SW Martin Downs Blvd.	Palm City	Florida	34990	(772) 223-8856
	Joyce Braider	Nicholas Mellini	5234 Highway 100 E. Suite #107	Palm Coast	Florida	32164	(386) 586-0085
	Glen Johnson	Nicholas "Nick" Crouch	250 Palm Coast Parkway NE Suite 203	Palm Coast	Florida	32137	(386) 283-4811
	Jacquelyn	Stephens	652 West 23rd Street	Panama City	Florida	32405	(850) 913-9336
	Pamela	Clark	11260 Panama City Beach Pkwy, Unit 101	Panama City Beach	Florida	32407	(850) 588-8470
	Stephanie and William	Striepeck	5147 Bayou Blvd., Ste. C	Pensacola	Florida	32503	(850) 332-6601
	Jean and Bradley	Freet	6400 Park Blvd.	Pinellas	Florida	33781	(727) 803-6942
	Jim	Mabry	830 N A1A, Suite 1	Ponte Vedra Beach	Florida	32082	(904) 280-4044
	Doug	Dixon	1441 Tamiami Trail, Suite 599	Port Charlotte	Florida	33948	(941) 764-7926
*	Daniel and Matthew Beaulieu	Joseph Hudson	24065 Peachland Boulevard, Suite 1	Port Charlotte	Florida	33954	(941) 421-7215
	Ahmed	Eldeeb	1781 Dunlawton Avenue Suite 1	Port Orange	Florida	31227	(386) 301-4225
	Charles	Roberts	9182 S. Federal Hwy	Port Saint Lucie	Florida	34952	(772) 380-9494
	Alexander Daye	Jared Pasquarelli	314 Port St. Lucie Blvd.	Port Saint Lucie	Florida	34984	(772) 878-0092
	Elizabeth and Daniel	Grund	10628 SW Village Parkway	Port Saint Lucie	Florida	34987	(772) 344-6960
	Brenda Sutherland	Sara Arruda	1707 NW St. Lucie West Blvd., Suite 122	Port Saint Lucie	Florida	34986	(772) 621-4504

	Kimberly	Rego	6632 S. Federal Highway	Port Saint Lucie	Florida	34952	(772) 409-4100
*	LeRoy and Mary	Smith	TBD	Reunion	Florida	TBD	(407) 227-3758
	Steven "Steve"	Rolle	TBD	Riverview	Florida	TBD	(813) 230-2274
	Ming-Ting	Chung	602 Barnes Boulevard	Rockledge	Florida	32955	(321) 305-4910
	Amitbhai	Patel	112 Seagrove Main St., Suite 114`	Saint Augustine	Florida	32080	(904) 461-9090
	Glen Johnson	Nicholas "Nick" Crouch	124 Tuscan Way Suite 101	Saint Augustine	Florida	32092	(904) 342-7133
	Amitbhai	Patel	4255 US Hwy 1 South, Suite #20	Saint Augustine	Florida	32086	(904) 907-2164
*	Glen Johnson	Nicholas "Nick" Crouch	45 Durbin Pavilion Drive Suite 108	Saint John's	Florida	32259	(904) 217-3784
	Bradley	Freet	2137 66th Street, Suite 206	Saint Petersburg	Florida	33710	(727) 821-3100
	Bradley	Freet	1201 4th St. N.	Saint Petersburg	Florida	33701	(727) 821-3100
	Bradley	Freet	150 Fountain Pkwy N., Suite B	Saint Petersburg	Florida	33716	(727) 573-1425
	Elana Williams	Alex Ruzanov	1900 Main Street, Suite 102	Sarasota	Florida	34236	(941) 365-4999
*	Andrew and Raymond Jr.	Howell	8605 Tamiami Trail #1	Sarasota	Florida	34238	(941) 220-3402
*	Andrew and Raymond Jr.	Howell	5394 Fruitville Road	Sarasota	Florida	34232	(941) 220-3402
*	Raymond	Howell Jr.	TBD	Sarasota County	Florida	TBD	(631) 872-3311
	Ryan	Morrison	10720 Park Blvd.	Seminole	Florida	33772	(727) 392-5400
	Joseph and Dawn	Rogers	6134 S. Federal Hwy	South Stuart	Florida	34997	(772) 283-7377
	Ryan	Morrison	TBD	St. Pete / Tampa	Florida	TBD	(727) 599-7477
	Nick, Vincent, and Nick Jr.	Gannascoli	1989 SE Federal Hwy	Stuart	Florida	34994	(772) 220-2995
	Temeka and George	Stewart	TBD	Sun City Center	Florida	TBD	(813) 415-6185
	Garth	Brown	679 B W. Tennessee Street	Tallahassee	Florida	32304	(850) 561-8888
	Danny	Carpenter	904 Thomasville Rd.	Tallahassee	Florida	32303	(850) 224-3600
	Sam	Osborne	1415 Timberlane Rd. Unit 323	Tallahassee	Florida	32312	(850) 894-4980
	Chris	George	3111 Mahan Drive, #23	Tallahassee	Florida	32308	(850) 878-3777
	Adam	Pope	3839 N. Monroe Street	Tallahassee	Florida	32303	(850) 562-5733
	Garth	Brown	800 Ocala Road, Suite 330	Tallahassee	Florida	32304	(850) 576-4300
	Benny and Christa	Chastain	209 N. Magnolia Suite 1	Tallahassee	Florida	32301	(850) 412-9100

	Metz Culinary Management	Inc.	1510 Wahnish Way	Tallahassee	Florida	32307	(850) 412-7191
	Ralph	Judy	1500 Apalachee Parkway Suite 1255	Tallahassee	Florida	32301	(850) 402-9675
	Emily	Harrington	200 N. Tampa Street, Suite G-120	Tampa	Florida	33602	(813) 225-1550
	Chandrakant and Bela Patel	Mitul Chothani	3810 Neptune St., Suite B4	Tampa	Florida	33629	(813) 374-2245
	Bharat and Bhrugesh	Patel	6708 Memorial Hwy, Suite 103	Tampa	Florida	33615	(813) 485-7100
	Ralph	Judy	250 West Shore Plaza Suite KC-1	Tampa	Florida	33609	(813) 289-5401
	Emily	Harrington	14394 North Dale Mabry Highway	Tampa	Florida	33628	(813) 252-3750
*	Quint and Christina	Noordstar	TBD	Tampa	Florida	TBD	(224) 730-1839
*	Quint and Christina	Noordstar	TBD	Tampa	Florida	TBD	(224) 730-1839
*	Emily	Harrington	TBD	Tampa	Florida	TBD	(352) 467-5473
*	Emily	Harrington	5006 East Fowler Avenue Suite E	Tampa	Florida	33617	(813) 252-3427
*	Emily	Harrington	TBD	Tampa	Florida	TBD	(352) 467-5473
	Sureshkumar "Suresh" Patel	Nirav Donga	TBD	Tampa	Florida	TBD	(513) 720-9905
	Alfredo and Altelio Moragne	Cedric Mitchell	TBD	Tampa	Florida	TBD	(813) 248-5985
	Bradley and Jean	Freet	TBD	Tampa	Florida	TBD	(727) 515-0018
*	Akshay and Akash	Patel	TBD	Tampa	Florida	TBD	(708) 265-1077
*	Akash and Akshay	Patel	TBD	Tampa	Florida	TBD	(708) 265-1077
	Issa	Abuaita	40912 US HWY 19 N	Tarpon Springs	Florida	34689	(727) 934-0001
*	Glen Johnson	Nicholas "Nick" Crouch	4058 Wedgewood Lane	The Villages	Florida	32162	(352) 218-8844
	Jacqueline Li	Thomas Chow	3045 Columbia Blvd.	Titusville	Florida	32780	(321) 567-4438
*	Andrew and Raymond Jr.	Howell	8477 Cooper Creek Boulevard	University Park	Florida	34201	(941) 210-4644
	Kimberly	Rego	1555 S. U.S. Highway 1, Suite 102	Vero Beach	Florida	32960	(772) 226-9988
	Kimberly	Rego	5135 #103 220th Street	Vero Beach	Florida	32966	(772) 226-5153
	Bhrijesh	Patel	TBD	West Palm Beach	Florida	TBD	(772) 224-0146
	Ming-Ting, and Paul Chung	Jacqueline LI	301 W. Central Avenue	Winter Haven	Florida	33681	(863) 295-7988
	Jack	Cleghorn	5721 Cypress Gardens Boulevard	Winter Haven	Florida	33884	(863) 324-1919
	Ibrahim and Iyad	Abufarha	501 North Orlando Avenue	Winter Park	Florida	32789	(407) 637-5002
	Glen Johnson	Nicholas "Nick" Crouch	463909 SR 200 Suite 6	Yulee	Florida	32097	(904) 468-7099

*	Minaxi and Ankit	Patel	TBD	Albany	Georgia	TBD	(478) 952-4864
*	Michael	Haines	869 N. Main Street Suite 204	Alpharetta	Georgia	30004	(678) 580-1045
	Akash and Nikhilkumar	Patel	TBD	Athens	Georgia	TBD	(478) 718-5089
*	Minaxi and Ankit	Patel	TBD	Athens	Georgia	TBD	(478) 952-4864
	Scott	Temme	2566 Briarcliff RD NE Suite 106	Atlanta	Georgia	30329	(678) 949-9324
*	Elizabeth and Addison Parris	Joon Dong Kim	930 Spring Street NW #001	Atlanta	Georgia	30309	(470) 305-7678
*	Diane and Cuyler	Esposito	705 Town Blvd. #315	Atlanta	Georgia	30319	(470) 305-7232
	Forest "Michael" and Frederick	Toca	1845 Piedmont Avenue Suite 400	Atlanta	Georgia	30324	(470) 891-8300
*	Diane and Cuyler Esposito	Chad Peluso	2275 Marietta Blvd. NW, Suite 100	Atlanta	Georgia	30318	(404) 390-3865
*	Diane and Cuyler Esposito	Chad Peluso	TBD	Atlanta	Georgia	TBD	(678) 878-9302
	Nancy Patel	Krishnendu Chandra	TBD	Atlanta	Georgia	TBD	(404) 754-9551
	Kevin and Brenda	Watson	TBD	Atlanta	Georgia	TBD	(910) 261-7708
	Mit	Patel	TBD	Atlanta	Georgia	TBD	(478) 973-7223
	Reginald	Foster	262 Robert C Daniel Jr Parkway	Augusta	Georgia	30909	(706) 922-3240
	Donald and Elena	Reese	TBD	Augusta	Georgia	TBD	(803) 646-3489
	Glen Johnson	Nicholas "Nick" Crouch	10455 Canal Road	Brunswick	Georgia	31525	(912) 289-2635
*	Michael "Mike"	Shattuck	3687 Buford Drive Suite 200	Buford	Georgia	30519	(678) 714-2424
*	James and Deborah Pike	Meghan Cook	2249 Cumming Highway Suite 106	Canton	Georgia	30115	(770) 213-4616
	Shawn	Moffett	1435 U.S. 27, Suite 300	Carrollton	Georgia	30117	(678) 664-2333
	Krishnendu Chandra	Nancy Patel	50 Main Street Marketplace Suite 400	Cartersville	Georgia	30121	(678) 719-8804
	Minaxi and Ankit	Patel	2764 Watson Boulevard	Centerville	Georgia	31028	(478) 333-2223
*	James and Deborah Pike	Meghan Cook	TBD	Cherokee	Georgia	TBD	(770) 653-9198
*	James and Deborah Pike	Meghan CooK	TBD	Cherokee	Georgia	TBD	(770) 653-9198
*	James and Deborah Pike	Meghan Cook	TBD	Cherokee	Georgia	TBD	(770) 653-9198
*	James and Deborah Pike	Meghan cook	TBD	Cherokee	Georgia	TBD	(770) 653-9198
*	James and Deborah Pike	Meghan Cook	TBD	Cherokee	Georgia	TBD	(770) 653-9198
*	James and Deborah Pike	Meghan Cook	TBD	Cobb	Georgia	TBD	(770) 653-9198
	Riha, Vasim and Mohmed "Mohamed"	Momin	5555 Whittlesey Blvd. Suite 2960	Columbus	Georgia	31909	(706) 327-2003

*	Minaxi and Ankit	Patel	TBD	Columbus	Georgia	TBD	(478) 952-4864
	Veronica Min	Joon Dong Kim	2133 Highway 20 Suite 220	Conyers	Georgia	30013	(862) 579-8410
*	Michael	Haines	5740 Steeplechase Boulevard	Cumming	Georgia	30040	(678) 341-9275
*	Michael "Mike"	Shattuck	TBD	Dawson	Georgia	TBD	(678) 410-2687
*	Michael "mike"	Shattuck	TBD	Dawson	Georgia	TBD	(678) 410-2687
*	Michael "Mike"	Shattuck	TBD	Dawson	Georgia	TBD	(678) 410-2687
	Babatunde "Teaj" and Bamidele "Eric"	Arogbofa	2502 Blackmon Drive Suite 820	Decatur	Georgia	30033	(404) 631-6711
	Reginald	Foster	615 Mullins Colony Drive	Evans	Georgia	30809	(706) 364-3413
	Sandipkumar and Akash	Patel	1135 Highway 85 N, Suite C	Fayetteville	Georgia	30214	(678) 833-5288
	Reginald	Foster	201 3rd Street Building 38200	Fort Gordon	Georgia	30905	(404) 667-4193
*	Michael	Haines	TBD	Gainesville	Georgia	TBD	(404) 662-7878
*	Michael	Haines	TBD	Gainesville	Georgia	TBD	(404) 662-7878
	Reginald	Foster	TBD	Grovetown	Georgia	TBD	(404) 667-4193
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Hinesville	Georgia	TBD	(501) 442-0089
*	Michael	Haines	11160 Medlock Bridge Road #100	Johns Creek	Georgia	30097	(678) 395-4226
*	James and Deborah Pike	Meghan Cook	777 Townpark Lane Suite 112	Kennesaw	Georgia	30144	(678) 460-7711
	Glen Johnson	Nicholas "Nick" Crouch	1607 GA Highway 40 E. Ste. A	Kingsland	Georgia	31548	(912) 576-0489
*	Michael "Mike"	Shattuck	860 Duluth Highway Building 300-Suite 310	Lawrenceville	Georgia	30043	(770) 237-3424
	Janine	Bischone	120 Tom Hill SR. Blvd. Suite 102	Macon	Georgia	31210	(478) 257-6040
*	Subhash	Pandat	TBD	Marietta	Georgia	TBD	(501) 247-1842
*	James and Deborah Pike	Meghan Cook	2960 Shallowford Road Suite 102	Marietta	Georgia	30066	(678) 540-8289
*	James and Deborah Pike	Meghan Cook	732 Cherokee Street 200	Marietta	Georgia	30060	(770) 794-5659
*	Minaxi and Ankit	Patel	TBD	McDonough	Georgia	TBD	(478) 952-4864
*	Michael	Haines	TBD	North Atlana	Georgia	TBD	(404) 662-7878
*	Michael	Haines	TBD	North Atlanta	Georgia	TBD	(404) 662-7878
*	Michael	Haines	TBD	North Atlanta	Georgia	TBD	(404) 662-7878
*	Michael	Haines	TBD	North Atlanta	Georgia	TBD	(404) 662-7878
*	Michael	Haines	TBD	North Atlanta	Georgia	TBD	(404) 662-7878
*	Michael	Haines	TBD	North Atlanta	Georgia	TBD	(404) 662-7878
	Riha and Mohmed "Mohamed"	Momin	504 Circle Gate, Suite 1725	Peachtree City	Georgia	30269	(404) 578-5406

*	Glen Johnson	Nicholas "Nick" Crouch	240 Tanger Outlets Blvd., Ste 101	Pooler	Georgia	31322	(912) 450-3777
	Minh and Michelle	Vo	TBD	Rome	Georgia	TBD	(470) 535-9009
*	Diane and Cuyler Esposito	Chad Peluso	625 W Crossville Road	Roswell	Georgia	30075	(470) 282-6525
*	Mit and Ashish	Patel	5840 Roswell Road Suite 600	Sandy Springs	Georgia	30328	(404) 907-4729
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Savannah	Georgia	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Savannah	Georgia	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	11710 Abercorn Street	Savannah	Georgia	31419	(912) 205-5560
*	Michael "Mike"	Shattuck	1630 Scenic Highway North Ste F	Snellville	Georgia	30078	(678) 395-7400
	Matthew Wyrick	Justin Franklin	TBD	Statesboro	Georgia	TBD	(559) 708-7669
	Bhanu	Yadlapalli	909 Eagle's Landing Pkwy, Ste 140	Stockbridge	Georgia	30281	(678) 289-5454
*	Michael	Haines	3320 Lawrenceville-Suwanee Road Suite 1-A	Suwanee	Georgia	30024	(678) 765-7703
	Glen Johnson	Nicholas "Nick" Crouch	1525 Baytree, Suite C	Valdosta	Georgia	31601	(229) 247-5599
	Minaxi and Ankit	Patel	TBD	Warner Robins	Georgia	TBD	(478) 952-4864
*	Akash and Akshay	Patel	TBD	Warner Robins	Georgia	TBD	(708) 265-1077
*	Michelle and Kory	Pukash	8925 West Overland Road	Boise	Idaho	83709	(208) 378-1177
*	Michelle and Kory	Pukash	777 West Main Street Suite 120	Boise	Idaho	83702	(208) 345-6138
*	Michelle and Kory	Pukash	TBD	Boise	Idaho	TBD	(208) 866-3080
*	Michelle and Kory	Pukash	TBD	Boise	Idaho	TBD	(208) 866-3080
*	Hanil Halloun	Edward Joubran	115 Rand Rd. Ste B.	Arlington Heights	Illinois	60004	(210) 444-9085
*	Hani Halloun	Edward Joubran	TBD	Bloomingdale -Downers Grove - Lagrange	Illinois	TBD	(810) 397-1891
*	Hani Halloun	Edward Joubran	TBD	Bloomingdale -Downers Grove - Lagrange	Illinois	TBD	(810) 397-1891
*	Hani Halloun	Edward Joubran	TBD	Bloomingdale -Downers Grove - Lagrange	Illinois	TBD	(810) 397-1891
*	Hani Halloun	Edward Joubran	TBD	Bloomingdale -Downers Grove - Lagrange	Illinois	TBD	(810) 397-1891

	Kevin Bartlett	Patrick Bode	737 S. Halsted Street	Chicago	Illinois	60607	(312) 996-8170
*	Hani Halloun	Edward Joubran	TBD	Chicago	Illinois	TBD	(810) 397-1891
*	Hani Halloun	Martin Khoshaba, Edward Joubran	TBD	Chicago	Illinois	TBD	(818) 395-1914
*	Hani Halloun	Edward Joubran	TBD	Chicago	Illinois	TBD	(810) 397-1891
*	Cesar Coronado Jr.	Marlon Sullivan	TBD	Chicago	Illinois	TBD	(929) 321-4971
*	Cesar Coronado Jr.	Marlon Sullivan	TBD	Chicago	Illinois	TBD	(404) 403-4419
*	Cesar Coronado Jr.	Marlon Sullivan	TBD	Chicago	Illinois	TBD	(929) 321-4971
*	Cesar Coronado Jr.	Marlon Sullivan	TBD	Chicago	Illinois	TBD	(929) 321-4971
*	Cesar Coronado Jr.	Marlon Sullivan	TBD	Chicago	Illinois	TBD	(929) 321-4971
*	Cesar Coronado Jr.	Marlon Sullivan	TBD	Chicago	Illinois	TBD	(929) 321-4971
*	Cesar Coronado Jr.	Marlon Sullivan	TBD	Chicago	Illinois	TBD	(929) 321-4971
*	Daniel Beaulieu, Chaim Margolin	Gina Delmonico-Williams	TBD	Chicago	Illinois	TBD	(502) 345-1200
*	Daniel Beaulieu, Chaim Margolin	Gina Delmonico-Williams	TBD	Chicago	Illinois	TBD	(502) 345-1200
*	Daniel Beaulieu, Chaim Margolin	Gina Delmonico-Williams	TBD	Chicago	Illinois	TBD	(502) 345-1200
*	Daniel Beaulieu, Chaim Margolin	Gina Delmonico-Williams	TBD	Chicago	Illinois	TBD	(502) 345-1200
*	Daniel Beaulieu, Chaim Margolin	Gina Delmonico-Williams	TBD	Chicago	Illinois	TBD	(502) 345-1200
*	Tammy and George Trakas	Salem Najjar	TBD	Chicago	Illinois	TBD	(847) 922-6382
*	Tammy and George Trakas	Salem Najjar	TBD	Chicago	Illinois	TBD	(810) 407-1100
*	Tammy and George Trakas	Salem Najjar	TBD	Chicago	Illinois	TBD	(847) 922-6382
*	Tammy and George Trakas	Salem Najjar	TBD	Chicago	Illinois	TBD	(810) 407-1100
	Ruth and Aisha	Miller	TBD	Chicago	Illinois	TBD	(773) 771-8477
	John	Vogelmeier	2759 Pfingsten Road	Glenview	Illinois	60026	(224) 723-5758
	Bhavesh	Patel	12162 S Il Route 47	Huntley	Illinois	60142	(847) 669-3803
	Phillip and Theresa	Knippen	16105 Farrell Road	Lockport	Illinois	60441	(815) 524-4647
*	Hani Halloun	Edward Joubran	918 N. Elmurst	Mount Prospect	Illinois	60056	(770) 821-1900
	Philip	Knippen	1872 E. Lincoln Hwy.	New Lenox	Illinois	60451	(815) 717-8095
	Kevin Bartlett	Patrick Bode	9000 W. College Parkway	Palos Hills	Illinois	60465	(708) 608-4480
	Steve, Patti and Shawn	Bunch	3418 Broadway Street	Quincy	Illinois	62301	(217) 209-0520

*	Hani Halloun	Edward Joubran	TBD	Rosemont-Norridge-Berwyn	Illinois	TBD	(810) 397-1891
*	Hani Halloun	Edward Joubran	TBD	Rosemont-Norridge-Berwyn	Illinois	TBD	(810) 397-1891
*	Hani Halloun	Edward Joubran	TBD	Rosemont-Norridge-Berwyn	Illinois	TBD	(810) 397-1891
*	Hani Halloun	Edward Joubran	TBD	Rosemont-Norridge-Berwyn	Illinois	TBD	(810) 397-1891
*	Hani Halloun	Edward Joubran	TBD	Rosemont-Norridge-Berwyn	Illinois	TBD	(810) 397-1891
*	Hani Halloun	Edward Joubran	TBD	Rosemont-Norridge-Berwyn	Illinois	TBD	(810) 397-1891
*	Hani Halloun	Edward Joubran	TBD	Skokie	Illinois	TBD	(810) 397-1891
	Bhavesh	Patel	TBD	St. Charles	Illinois	TBD	(630) 624-1782
	Phillip and Theresa	Knippen	7101 W 183rd Street Unit 102	Tinley Park	Illinois	60477	(708) 468-8456
*	Hani Halloun	Edward Joubran	TBD	Troy	Illinois	TBD	(810) 397-1891
*	Hani Halloun	Edward Joubran	TBD	Troy	Illinois	TBD	(810) 397-1891
	Andrea and Michael Baker	Suzanne and Brian Joseph	TBD	Avon	Indiana	TBD	(317) 627-8598
	David	Knapp	2882 East 3rd Street	Bloomington	Indiana	47401	(812) 330-2355
*	Ruth and David Buko	James Volpert	365 West 116th Street, Suite 120	Carmel	Indiana	46032	(463) 206-2136
	David and Kimbrly	Knapp	3135 25th St.	Columbus	Indiana	47203	(812) 375-1100
	David	Knapp	TBD	Columbus	Indiana	TBD	(812) 350-1399
*	Kush and Beemal Patel	Armen Grigorian	2101 N Green River Road	Evansville	Indiana	47715	(720) 821-1900
*	Ruth and David Buko	James Volpert	11545 Ikea Way, Suite 6209	Fishers	Indiana	46037	(317) 288-0585
	James	McClanaghan	TBD	Fort Wayne	Indiana	TBD	(586) 634-6485
*	David and Ruth Buko	James Volpert	TBD	Hamilton - Boone Counties	Indiana	TBD	(989) 284-0426
*	David and Ruth Buko	James Volpert	TBD	Hamilton - Boone Counties	Indiana	TBD	(989) 284-0426
*	David and Ruth Buko	James Volpert	TBD	Hamilton - Boone Counties	Indiana	TBD	(989) 284-0426

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*	David and Ruth Buko	James Volpert	TBD	Hamilton - Boone Counties	Indiana	TBD	(989) 284-0426
*	David and Ruth Buko	James Volpert	TBD	Hamilton - Boone Counties	Indiana	TBD	(989) 284-0426
*	Beemal and Kush Patel	Armen Grigorian	TBD	Newburgh	Indiana	TBD	(812) 306-4333
	Rick	Sandquist	517 Lincoln Way Suite 101	Ames	Iowa	50010	(515) 233-5460
	Annette and Rick	Sandquist	1620 North Ankeny Blvd Suite 110	Ankeny	Iowa	50021	(515) 965-7889
	Cori and David	O'Brien	2813 1/2 Fifth Avenue South	Fort Dodge	Iowa	50501	(515) 573-1199
	Ricky and Rick Sandquist	Andrew Hanse and Kaleb Chingren	160 S Jordan Creek Parkway Suite #120	West Des Moines	Iowa	50266	(515) 222-2609
	Melissa and Scott	Andersen	12850 W. 87th Street Lenexa, KS	Kansas City	Kansas	66215	(913) 967-5998
	Aaron and Andra	Walker	2624 Iowa Street Suite E	Lawrence	Kansas	66046	(785) 856-6014
	Steven and Cassandra	Coad	14883 W. 151st Street	Olathe	Kansas	66062	(913) 390-0040
	Neelam and Hetal	Dave	193 North Parker Street	Olathe	Kansas	66061	(913) 839-1265
*	Rakesh, Nirav, and Rohit	Patel	15933 Antioch Road	Overland Park	Kansas	66223	(913) 777-4434
*	Rakesh, Nirav, and Rohit	Patel	7592 W. 119th	Overland Park	Kansas	66213	(913) 303-1181
*	Melissa and Scott	Andersen	9524 Antioch Road	Overland Park	Kansas	66212	(913) 213-5740
	Robert and Lori Good	Bethany and Nick Halstead	101 E 29th St Suite C	Pittsburg	Kansas	66763	(620) 404-4506
*	Melissa and Scott	Andersen	9424 Mission Road	Prairie Village	Kansas	66206	(913) 808-5261
	Minax, Ankit, and Alpeshkumar	Patel	1971 Cave Mill Road Suite #1	Bowling Green	Kentucky	42104	(270) 599-0022
	Sureshkumar "Suresh" and Sunil	Patel	TBD	Cincinnatti	Kentucky	TBD	(513) 720-9905
	Richard and Jeffery	Derrickson	3181 Beaumont Centre Circle Suite 112	Lexington	Kentucky	40513	(859) 223-0032
	Ankit "Andy"	Patel	4793 Village Square Suite H	Paducah	Kentucky	42001	(270) 557-7348
	Bimal, Rakeshkumar, and Anita	Patel	TBD	Somerset	Kentucky	TBD	(817) 800-9554
*	Terry	Myers	TBD	Alexandria	Louisiana	TBD	(318) 308-3138
*	Jean-Marc, Mark and Yuvonka	Brown	TBD	Alexandria	Louisiana	TBD	(318) 792-8884
*	Yuvonka, Mark and Jean-Marc	Brown	324 Lee Drive	Baton Rouge	Louisiana	70808	(225) 256-3385

	Gustavo Rezende	BJ Crist	3730 NW Evangeline Throughway Suite A	Carencro	Louisiana	70520	(337) 565-2660
*	Douglas Fair	Christian Short	70360 Hwy. 1, Suite 1	Covington	Louisiana	70433	(504) 813-1679
	Claire Foret	BJ Crist	458 Heymann Blvd. Suite B	Lafayette	Louisiana	70503	(337) 456-3933
	Gustavo Rezende	BJ Crist	1512 Ambassador Cafferey Pkwy #7	Lafayette	Louisiana	70506	(337) 412-6090
*	Gustavo Rezende	BJ Crist	4601 Ambassador Caffery Parkway. Suite 200	Lafayette	Louisiana	70508	(337) 534-0287
*	Gustavo Rezende	BJ Crist	1200 E. Admiral Doyle Drive Suite C	New Iberia	Louisiana	70560	(504) 256-6505
*	Douglas Fair	Christian Short	TBD	New Orleans	Louisiana	TBD	(504) 812-2057
*	Douglas Fair	Christian Short	TBD	New Orleans	Louisiana	TBD	(504) 812-2057
*	Terry	Myers	TBD	Shreveport	Louisiana	TBD	(318) 308-3138
*	Terry	Myers	TBD	Shreveport	Louisiana	TBD	(318) 308-3138
	Brandon Nguyen	Valerie Tran	TBD	Sidell	Louisiana	TBD	(504) 458-2049
	Michael and Crystal	Turpin	426 Alfred Street	Biddeford	Maine	04005	(207) 494-8183
	Michael and Crystal	Turpin	45 Western Ave	South Portland	Maine	04106	(207) 871-9991
*	Shirlean	Gatling	TBD	Baltimore	Maryland	TBD	(301) 832-8594
*	Shirlean	Gatling	TBD	Baltimore	Maryland	TBD	(301) 832-8594
*	Jason	Chan	TBD	Baltimore	Maryland	TBD	(917) 378-9827
*	Jason	Chan	TBD	Baltimore	Maryland	TBD	(917) 378-9827
	Syed Iqbal	Sebastine Elendu	TBD	Baltimore City	Maryland	TBD	(646) 232-6626
	Donnia Alexander	Ahamadu Sirleaf	TBD	Baltimore County	Maryland	TBD	(443) 840-0184
*	Sandipkumar "Sandip" and Darshnaben	Patel	TBD	Baltimore County	Maryland	TBD	(201) 270-7014
*	Sandipkumar "Sandip" and Darshnaben	Patel	TBD	Baltimore County	Maryland	TBD	(201) 270-7014
	Pallavi Vyas	Vijay Patel	TBD	Baltimore County	Maryland	TBD	(757) 401-3223
	Shwetank and Arpit	Patel	TBD	Baltimore County	Maryland	TBD	(810) 691-9623
	Eric and Dawn	Metz	331 Baltimore Pike, Suite #1	Bel Air	Maryland	21014	(410) 387-4352
	Oabab Khalil	Mustafa Sardini	4731A Elm Street	Bethesda	Maryland	20814	(240) 800-3832
	Chanel and Toya Evans	Lauren Williamson	15475 Annapolis Road Suite 150	Bowie	Maryland	20715	(301) 805-2829
	Kirk and Zakary Purcell	Mary Elizabeth Purcell Leskinen	44980 St. Andrews Church Road, Suite C	California	Maryland	20619	(240) 237-8552
	Clement and Jacqueline	Troutman	1703 Ritchie Station Court Suite 100	Capitol Heights	Maryland	20743	(301) 336-1719
	Isha	Katohora	8805 Woodyard Road	Clinton	Maryland	20735	(240) 318-5095

	Mitesh and Jigna	Patel	10260 Baltimore Avenue Suite I	College Park	Maryland	20740	(240) 391-6082
	Paulo Ifurung	Kwang-woo Choi	6455 Dobbin Road, Suite 35	Columbia	Maryland	21045	(410) 730-6564
	Jacob	Razeq	10137 Ward Road	Dunkirk	Maryland	20754	(301) 327-5414
	Shwetank	Patel	9150 Baltimore National Pike	Ellicot City	Maryland	21042	(410) 680-8048
	Manish and Meenal	Singh	TBD	Fort Washington	Maryland	TBD	(703) 716-6172
	Tameka	Davis	211 Shorebird St. Suite C	Frederick	Maryland	21701	(301) 644-0417
	Tameka	Davis	TBD	Frederick - Urbana	Maryland	TBD	(301) 301-0101
	Rafik Fouad	Balsam Shawky	554 N Frederick Avenue Unit 9	Gaithersburg	Maryland	20877	(301) 987-7373
	Kalion Dickens	Shirlean Gatling	2389 Brandermill Blvd Ste 104	Gambrills	Maryland	21054	(410) 721-5800
	Sandipkuma "Sandip" and Darshnaben	Patel	6710 Governor Ritchie Highway	Glen Burnie	Maryland	21061	(410) 553-4913
*	Mitesh	Patel	TBD	Hagerstown	Maryland	TBD	(501) 240-8919
	Dipali and Vijay	Patel	TBD	Hagerstown	Maryland	TBD	(757) 401-3223
	Vijay Patel	Patel	3611 Washington Boulevard Suite #103	Halethorpe	Maryland	21227	(443) 575-6258
	Shwetank and Arpit	Patel	TBD	Hanover	Maryland	TBD	(810) 691-9623
	Dawn and Eric	Metz	TBD	Harford County	Maryland	TBD	(443) 807-8767
	Majdi	Labwam	TBD	Hunt Valley	Maryland	TBD	(443) 880-2891
	Jacob	Razeq	105 Drury Lane Unit E	La Plata	Maryland	20646	(240) 901-2943
	Arpit , Samarpit, and Shwetank	Patel	927 Washington Blvd	Laurel	Maryland	20707	(240) 280-1674
	Adebolugbe	Adubi	TBD	Montgomer County	Maryland	TBD	(240) 618-8414
	Monica	McCottry	10995 Owing Mills Boulevard	Owing Mills	Maryland	21117	(443) 352-8255
	Chip	Ng	1809 Reistertown Road #150	Pikesville	Maryland	21208	(410) 415-5420
	Zakary and Kirk Purcell	Mary Elizabeth Purcell Leskinen	TBD	Prince Frederick County	Maryland	TBD	(240) 925-2257
	Toya and Chanel Evans	Lauren Williamson	TBD	Prince Georges County	Maryland	TBD	(919) 995-4470
	Isha	Katohora	TBD	Prince Georges County	Maryland	TBD	(978) 516-8513
	Jocelyn, Jacqueline, Jordan and Clement	Troutman	TBD	Prince Georges County	Maryland	TBD	(443) 694-7677
	Mitesh and Jigna	Patel	10052 Darnestown Road	Rockville	Maryland	20850	(301) 978-7662

	Rafik Fouad	Balsam Shawky	TBD	Rockville	Maryland	TBD	(703) 966-7753
	Majdi	Labwam	8652 Pulaski Highway C-2	Rosedale	Maryland	21237	(443) 559-6856
*	SudhirKumar	Mehta	1305 S Salisbury Boulevard	Salisbury	Maryland	21801	(410) 219-5400
*	SudhirKumar	Mehta	TBD	Salisbury - Easton	Maryland	TBD	(410) 463-1133
	Ronald and Alesha Hicks	David Magby	3737 Branch Avenue	Temple Hills	Maryland	20748	(240) 619-5778
	Arpit and Shwetank	Patel	3390 Lenoardtown Road	Waldorf	Maryland	20601	(301) 638-3291
	SudhirKumar	Mehta	TBD	West Ocean City	Maryland	TBD	(410) 463-1133
*	Mitesh	Patel	TBD	Westminster	Maryland	TBD	(501) 240-8919
	Majdi	Labwam	TBD	Westminster	Maryland	TBD	(443) 880-2891
	Robert	Lucas	TBD	Burlington	Massachusetts	TBD	(617) 962-1689
	Karyn	Ferreira	29 Alden Road	Fairhaven	Massachusetts	02719	(774) 202-0321
	Gilbert Desousa	Ana DeSousa	489 Bearses Way	Hyannis	Massachusetts	02601	(508) 827-4598
	James	Desjarlais	TBD	Milford	Massachusetts	TBD	(508) 254-5045
	Karyn	Ferreira	606 Tarkiln Hill Road	New Bedford	Massachusetts	02745	(774) 305-4946
	Gilbert and Ana	DeSousa	85A Faunce Corner Mall Road	North Dartmouth	Massachusetts	02747	(508) 858-5456
	Ripal	Patel	TBD	Northern	Massachusetts	TBD	(352) 857-4543
	Sandra and Kevin	Jennings	20 Commerce Way	Seekonk	Massachusetts	02771	(774) 229-2939
	Erica Beaudry	Brandon Auger	450 Paradise Road	Swampscott	Massachusetts	01907	(781) 842-4697
	James Mcclanaghan	Jerry Bobchick	TBD	Adrian	Michigan	TBD	(586) 634-6485
*	Salem	Najjar	14595 Southfield Road	Allen Park	Michigan	48101	(734) 892-2927
	Kevin Postill, Gary Goodin	Wassim Abousamra	607 Liberty Street	Ann Arbor	Michigan	48104	(734) 585-0266
	Deborah	LeMieux-King	885 W. Eisenhower Parkway	Ann Arbor	Michigan	48103	(734) 882-2971
	Kenneth Patton IV	Katheeen Turetzky	3400 Washtenaw Avenue	Ann Arbor	Michigan	48104	(734) 418-2333
*	Brent and Sherri St. Clair	Dianne and Craig LeMieux	TBD	Auburn Hills	Michigan	TBD	(810) 691-9623
*	Brent and Sherri St. Clair	Dianne and Craig LeMieux	TBD	Auburn Hills	Michigan	TBD	(810) 691-9623
	Corina Groeger	Eduardo Ramos	5466 Beckley Road Suite A	Battle Creek	Michigan	49015	(269) 589-6040
	Ryan and Jeffrey Lee	Kaleto	4071 North Euclid	Bay City	Michigan	48706	(989) 667-8770
	Walter and Willie Bender	Richard Mazur	TBD	Belleville	Michigan	TBD	(313) 737-1548
	Matthew Dillon	Shawn Pnacek	840 S. State Street	Big Rapids	Michigan	49307	(231) 629-8707
*	Salem	Najjar	33353 Woodward Avenue	Birmingham	Michigan	48009	(248) 283-3370

*	Margaret Turner, Marshall Dodson	Paul Dudgeon	S 2510 Telegraph Road Suite A	Bloomfield Hills	Michigan	48315	(248) 221-5727
	Hani	Halloun	10049 East Grand River Avenue Suite 1100	Brighton	Michigan	48116	(810) 360-0255
*	Sherri and Brent St. Clair	Dianne and Craig LeMieux	TBD	Burton	Michigan	TBD	(810) 691-9623
*	Hani	Halloun	TBD	Canton	Michigan	TBD	(810) 397-1891
*	Christopher and Charles	Cabana	TBD	Charlotte	Michigan	TBD	(734) 664-4122
	Jerry Bobchick	James McClanaghan	27805 23 Mile Road	Chesterfield	Michigan	48051	(586) 649-7729
*	Paul	Dudgeon	TBD	Chesterfield	Michigan	TBD	(586) 566-6319
	Brent St. Clair	Dianne LeMieux	6459 Dixie Highway	Clarkston	Michigan	48346	(248) 922-9000
	Dianne	LeMieux	7150 Sashabaw Road	Clarkston	Michigan	48347	(248) 620-8005
	Craig	LeMieux	1569 North Main Street, Suite A	Clawson	Michigan	48017	(248) 629-7041
*	Paul	Dudgeon	15600 Hall Rd, Unit A-1	Clinton Township	Michigan	48038	(586) 231-0436
	Craig and Dianne	LeMieux	5105 West Vienna Road	Clio	Michigan	48420	(810) 564-9993
	James and Mark	White	4863 Carroll Lake Road	Commerce Township	Michigan	48382	(248) 716-9791
	Prajesh and Daxa	Patel	703 South State Street	Davison	Michigan	48423	(810) 412-5556
	Jeffrey	Lulek	22905 Michigan Avenue	Dearborn	Michigan	48124	(313) 724-6216
	Hicham	Bazzi	5858 Schaefer Road	Dearborn	Michigan	48126	(313) 636-19999
*	Salem	Najjar	26931 Ford Road	Dearborn Heights	Michigan	48127	(313) 789-3001
	Ruth and David	Buko	1201 East Grand River Avenue	East Lansing	Michigan	48823	(517) 708-8565
*	Ruth and David	Buko	1595 W Lake Lansing Road Suite 120	East Lansing	Michigan	48823	(517) 483-2679
*	James "Jim" andTeri	Guillaumin	22381 Gratiot Avenue	Eastpointe	Michigan	48021	(586) 350-0505
*	James "Jim" andTeri	Guillaumin	TBD	Eastpointe or Detroit	Michigan	TBD	(248) 379-3879
	Harold	Bowen	4009 Owen Road	Fenton	Michigan	48430	(810) 714-4888
	Diane and Craig LeMieux	Jerene and Joseph Dwyer	TBD	Fenton	Michigan	TBD	(810) 691-9623
*	Salem	Najjar	23054 Woodward Avenue	Ferndale	Michigan	48220	(248) 268-4303
	Harold Bowen	Trent Farnsworth	2103 South Linden Road	Flint Township	Michigan	48532	(810) 733-2100
*	Gary Goodin, Kevin Postill	Wassim Abousamra	TBD	Fort Gratiot	Michigan	TBD	(810) 531-2282
*	Paul	Dudgeon	34521 Utica Road	Fraser	Michigan	48026	(586) 879-6731
*	Charles and Christopher	Cabana	1378 West Main Street	Gaylord	Michigan	49735	(989) 448-8696

*	Charles and Christopher	Cabana	TBD	Gaylord	Michigan	TBD	(734) 355-3061
	Deborah LeMieux-King	Larry King	2383 East Hill Road, Suite 1	Grand Blanc	Michigan	48439	(810) 953-2233
*	Heather Hendriksen	Thomas Wedeven	410 N Becon Boulevard	Grand Haven	Michigan	49417	(616) 607-7407
	Hani	Halloun	2505 Alpine Avenue NW	Grand Rapids	Michigan	49544	(616) 551-0336
	Libby	McDonald	5088 28th Street SE	Grand Rapids	Michigan	49512	(616) 975-777
	Libby	McDonald	5429 Northland Drive NE Suite E	Grand Rapids	Michigan	49525	(616) 272-3558
	Harold	Bowen	TBD	Grand Rapids	Michigan	TBD	(810) 252-7568
	Libby	McDonald	6755 Kalamazoo Ave SE	Grand Rapids	Michigan	49508	(616) 803-0902
*	Trevor and Stephanie	Stange	TBD	Grand Rapids	Michigan	TBD	(517) 599-1877
*	Trevor and Stephanie	Stange	TBD	Grand Rapids	Michigan	TBD	(517) 599-1877
*	Heather Hendrisken	Darin Turner	TBD	Grand Rapids	Michigan	TBD	(616) 217-6264
*	Heather Hendrisken	Thomas Wedeven	TBD	Grand Rapids	Michigan	TBD	(616) 821-1985
*	Darin Turner	John Cleland	TBD	Grand Rapids	Michigan	TBD	(586) 295-7131
	Harold	Bowen	4391 Canal Avenue SW	Grandville	Michigan	49418	(616) 719-1810
*	Paul	Dudgeon	26130 Crocker Boulevard	Harrison Township	Michigan	48045	(586) 741-8541
	Hani	Halloun	10006 West Highland Road	Hartland	Michigan	48353	(810) 991-1155
	Jeffrey	Lulek	TBD	Hazel Park	Michigan	TBD	(941) 448-4907
*	John Cleland	Darin Turner	3155 W Shore Drive	Holland	Michigan	49424	(616) 848-7606
	James and Mark White	Mark Miceli	1455 N Michigan Avenue Suite 300	Howell	Michigan	48843	(517) 618-7879
	Loan and Jess	Hollenbeck	TBD	Ionia	Michigan	TBD	(616) 648-7547
	Joseph Ford	Michael Kort	TBD	Jackson	Michigan	TBD	(248) 729-3736
	Corina Groeger	Eduardo Ramos	4315 West Main Street	Kalamazoo	Michigan	49006	(269) 382-4044
	Corina Groeger	Eduardo Ramos	5455 Gull Road, Suite A	Kalamazoo	Michigan	49048	(269) 532-1550
	James and Jeffrey	Lulek	3287 Sterns Road	Lambertville	Michigan	48144	(734) 568-6682
*	Ruth and David	Buko	6527 S Cedar Street, Ste C	Lansing	Michigan	48911	(248) 513-4430
*	Ruth and David	Buko	4421 W Saginaw Highway	Lansing	Michigan	48917	(517) 708-8138
*	Ruth and David	Buko	TBD	Lansing	Michigan	TBD	(989) 284-0426
	Bijal	Patel	885 Baldwin Road	Lapeer	Michigan	48446	(810) 969-4674
	Salem	Najjar	TBD	Lincoln Park	Michigan	TBD	(810) 407-1100
	Deborah	LeMieux-King	30971 5 Mile Road, Suite B104	Livonia	Michigan	48154	(734) 427-5500
	Scott	Meyer	29480 7 Mile Road	Livonia	Michigan	48152	(248) 957-6759
	Paul	Dudgeon	18353 Hall Road	Macomb Township	Michigan	48044	(586) 329-1973
*	Craig and Dianne LeMieux	Joseph and Jerene Dwyer	200 W 12 Mile Road	Madison Heights	Michigan	48071	(248) 951-2882

	Jeffrey and Ryan	Kaleto	6805 Eastman Avenue	Midland	Michigan	48642	(989) 835-6955
	Ryan	Kaleto	985 South Saginaw Road	Midland	Michigan	48858	(989) 835-2533
	Hani	Halloun	1111 N Telegraph Rd	Monroe	Michigan		(734) 230-2080
	Ryan and Jeffrey	Kaleto	2332 South Mission Street	Mount Pleasant	Michigan	48858	(989) 317-4800
	Deborah	LeMieux-King	TBD	Mundy Township	Michigan	TBD	(810) 961-9620
*	Hani Halloun	Haloun	TBD	Northville	Michigan	TBD	(810) 397-1891
*	Trevor and Stephanie	Stange	5220 S Harvey Street	Norton Shores	Michigan	49444	(231) 375-5805
*	Joseph	Ford	TBD	Novi	Michigan	TBD	(586) 321-9789
*	Joseph	Ford	58975 Grand River Avenue Suite 900	Novi	Michigan	48374	(248) 278-6336
*	Joseph	Ford	43215 Grand River Avenue Suite B	Novi	Michigan	48375	(248) 946-4031
	Dianne and Crag LeMieux	Jerene and Joseph Dwyer	TBD	Oak Park	Michigan	TBD	(810) 691-9623
	Joseph	Ford	TBD	Oakland	Michigan	TBD	(248) 259-8549
	Tammy	Stokes	1152 S Ortonville Rd STE 1	Ortonville	Michigan	48462	(248) 627-2677
	Deborah	LeMieux-King	1561 East Main Street	Owosso	Michigan	48867	(989) 494-0090
*	Joseph	Ford	595 N Lapeer Road	Oxford	Michigan	48371	(248) 800-4055
*	Charles and Christopher	Cabana	TBD	Petoskey	Michigan	TBD	(734) 355-3061
	Charles and Christopher	Cabana	TBD	Petoskey	Michigan	TBD	(734) 355-3061
*	Salem	Najjar	41544 Ann Arbor Road	Plymouth	Michigan	48170	(248) 268-4303
*	Kevin Postill	Gary Goodin	951 24th Street	Port Huron	Michigan	48060	(810) 479-9121
	Corina Groeger	Eduardo Ramos	230 W Millham Street	Portage	Michigan	49024	(269) 532-1801
	Jeff	Lulek	TBD	Redford	Michigan	TBD	(941) 448-4907
*	Stephen Lippman	Paul Dudgeon	67213 Main Street	Richmond	Michigan	48062	(586) 430-4295
	Joseph and Tamara	Dorsch	2913 Crooks Road	Rochester	Michigan	48309	(248) 852-4800
*	Margaret Turner, Marshall Dodson	Paul Dudgeon	1288 Walton Blvd	Rochester Hills	Michigan	48307	(248) 923-2700
*	Ian Findlay	Paul Dudgeon	29486 Woodward Avenue	Royal Oak	Michigan	48073	(248) 951-8987
	Ryan and Jeffrey	Kaleto	5815 Bay Road, Suite 700	Saginaw	Michigan	48604	(989) 249-0499
	Ruth and David	Buko	5620 State Street	Saginaw	Michigan	48609	(989) 401-7795
	Wassim Abousamra, Kevin Postill	Gary Goodnin	TBD	Saline	Michigan	TBD	(810) 569-3110
*	Paul	Dudgeon	14901 23 Mile Road	Shelby Township	Michigan	48316	(586) 580-2179
*	Paul	Dudgeon	46959 Van Dyke	Shelby Township	Michigan	48317	(586) 799-4074

*	Joseph	Ford	25780 Pontiac Trail	South Lyon	Michigan	48178	(313) 789-3370
	Craig and Dianne LeMieux	Joseph Dwyer	29920 Telegraph Road	Southfield	Michigan	48034	(248) 353-0725
*	Craig	LeMieux	26563 Evergreen	Southfield	Michigan	48076	(248) 621-9000
*	Craig and Dianne LeMieux	Joseph and Jerene Dwyer	29660 Southfield Road	Southfield	Michigan	48076	(248) 327-7540
*	Paul	Dudgeon	30114 Harper Avenue Suite 1	St. Clair Shores	Michigan	48082	(586) 285-5032
	Paul	Dudgeon	22600 Greater Mack Avenue	St. Clair Shores	Michigan	48080	(586) 552-5808
*	Paul	Dudgeon	36721 Van Dyke Avenue	Sterling Heights	Michigan	48312	(586) 272-2941
	Jeff	Lulek	7700 Telegraph Road	Taylor	Michigan	48180	(313) 724-6188
	Hicham	Bazzi	21316 Eureka Road	Taylor	Michigan	48180	(734) 318-2222
	Hicham	Bazzi	TBD	Taylor	Michigan	TBD	(313) 445-1228
	John-Paul Calka	Adam Kettlewell	734 Munson Avenue, Suite B	Traverse City	Michigan	49686	(231) 938-6050
	John-Paul Calka	Adam Kettlewell	3664 N US-31 S	Traverse City	Michigan	49684	(231) 252-0335
*	Dianne and Crag LeMieux	Jerene and Joseph Dwyer	TBD	Troy	Michigan	TBD	(810) 691-9623
*	Hani	Halloun	4400 Lake Michigan Drive NE	Walker	Michigan	49534	(616) 735-4119
*	Ian Findlay	Paul Dudgeon	5353 E 12 Mile Road	Warren	Michigan	48092	(586) 806-5888
	Sherri and Brent St.Clair	Craig and Dianne LeMieux	5385 Highland Rd, Ste 100	Waterford	Michigan	48327	(248) 599-9572
	Willie and Walter Bender	Richard Mazur	35131 E Michigan Avenue	Wayne	Michigan	48184	(734) 895-6387
	Abed "Eddie"	Hamie	TBD	West Ann Arbor	Michigan	TBD	(313) 338-7100
	Prakash Tamhaney	Avinash Kotian	7354 Haggerty Road	West Bloomfield	Michigan	48322	(248) 788-3500
*	Diane and Craig LeMieux	Jerene and Joseph Dwyer	TBD	West Bloomfield	Michigan	TBD	(810) 691-9623
*	Heather Hendrisken	Thomas Wedeven	TBD	West Michigan	Michigan	TBD	(616) 821-1985
*	Heather Hendrisken	Thomas Wedeven	TBD	West Michigan	Michigan	TBD	(616) 217-6264
*	Salem	Najjar	35599 Warren Road	Westland	Michigan	48185	(734) 351-5986
	Brent St. Clair	Craig LeMieux	340 Town Center Boulevard, #1	White Lake	Michigan	48386	(248) 779-7925
	Paul	Goldman	23112 Allen Road	Wood Haven	Michigan	48183	(734) 561-3480
	Hani	Halloun	1266-A 28th St SW	Wyoming	Michigan	49509	(616) 222-4145
	Daryl	James	8140 Highway 7	Saint Louis Park	Minnesota	55426	(952) 456-6058
	Jacob and Erin	Portnoy	8330 Egan Dr.	Savage	Minnesota	55378	(952) 226-1633
	Ronald and Staci	Simmons	372 Ridge Way	Flowood	Mississippi	39232	(769-524-4503

	Ronald and Staci	Simmons	TBD	Jackson	Mississippi	TBD	(601) 750-9877
	Zac Lee and Mac Devin Garner	Lisa Murray	7164 Hacks Cross Road	Olive Branch	Mississippi	38654	(662) 890-5060
	Sanjan and Jagdish Barot	Nehal and Kavi Khambhati	238 S Pearson Road	Pearl	Mississippi	39208	(601) 664-2100
	Sapna, Rakesh, Rajashbhai and Rohit	Patel	TBD	Starkville	Mississippi	TBD	(662) 617-1589
	Bhupendra "Mike and Mamtaben	Patel	TBD	Blue Springs	Missouri	TBD	(816) 668-2235
	Mark and Allan Yabut	Jose Asistido	486 Branson Landing Boulevard Suite #201	Branson	Missouri	65616	(417) 336-0220
	Patricia and Roger	Scary	2401 Fairlawn	Carthage	Missouri	64836	(417) 313-8179
	Vijaya	Vanukuru	159 Carondelet Plaza	Clayton	Missouri	63105	(314) 696-2211
*	Chris and Craig	Hurst	403 North Stadium Boulevard Suite 102	Columbia	Missouri	65203	(573) 445-5115
*	Chris and Craig	Hurst	2609 E Broadway #200	Columbia	Missouri	65201	(573) 355-5875
	Robert and Teresa Loos	Tedrow	31 Melgrove Lane	Hannibal	Missouri	63401	(573) 719-3204
	Robert and Lori	Good	3102 East 7th Street	Joplin	Missouri	64801	(417) 717-1590
	Robert and Lori	Good	3025 South Main Street Suite B	Joplin	Missouri	64804	(417) 553-0319
*	James Moss	Matthew (Alex) Perry	TBD	Kansas City	Missouri	TBD	(573) 353-0171
*	James Moss	Matthew (Alex) Perry	TBD	Kansas City	Missouri	TBD	(573) 353-0171
*	James Moss	Matthew (Alex) Perry	TBD	Kansas City	Missouri	TBD	(573) 353-0171
	Nirav, Rohit, and Rakesh	Patel	TBD	Kansas City	Missouri	TBD	(817) 800-9554
	Bhupendra and Mamtaben	Patel	910B NW Blue Parkway	Lee Summit	Missouri	64086	(816) 246-2900
	Rakesh, Nirav, and Rohit	Patel	TBD	Muscle Shoals	Missouri	TBD	(817) 800-9554
	Matthew	Mawdsley	1721 S. 20th Street Suite 109	Ozark	Missouri	65721	(417) 485-8030
	Matthew	Mawdsley	3811 S. Campbell Ave., Suite A	Springfield	Missouri	65807	(417) 887-6600
	Matthew	Mawdsley	3645 East Sunshine Street	Springfield	Missouri	65809	(417) 719-4486
	Timothy "Tim"	O'Reilly	3080 N. Kentwood Ave	Springfield	Missouri	65803	(417) 833-2108
	Matthew	Mawdsley	1971 E. Independence	Springfield	Missouri	65804	(417) 350-1273
*	Matthew	Mawdsley	TBD	Springfield	Missouri	TBD	(417) 350-8576
*	Matthew	Mawdsley	TBD	St. Louis	Missouri	TBD	(417) 350-8576
*	Matthew	Mawdsley	TBD	St. Louis	Missouri	TBD	(417) 350-8576
	John	Balogun	318 Mid Rivers Mall Drive, Ste A	St. Peters	Missouri	63376	(636) 387-0704
	Robert and Lori	Good	501 South Madison Avenue #K	Webb City	Missouri	64870	(417) 717-0428
	Kaye	Wentz	7902 Towne Center Parkway #109	Papillion	Nebraska	68046	(402) 614-9050

	Eric	Persson	10612 South Eastern Avenue, Suite C	Henderson	Nevada	89052	(702) 616-1931
	Eric	Persson	621 Stephanie Street	Henderson	Nevada	89014	(702) 436-5599
	Eric	Persson	745 South Green Valley Parkway Suite #100	Henderson	Nevada	89052	(702) 855-0732
	Eric	Persson	76 West Horizon Ridge Parkway Suite #120	Henderson	Nevada	89015	(702) 992-0570
	Bharti Sharma	Ramesh Piplani	6350 West Charleston Boulevard, Suite 130	Las Vegas	Nevada	89146	(702) 304-1931
	Ann Chung	Eric Persson	10260 Charleston Boulevard	Las Vegas	Nevada	89135	(702) 869-0603
	Eric	Persson	4990 West Flamingo Road	Las Vegas	Nevada	89103	(702) 873-7289
	Eric	Persson	7291 South Eastern Avenue Suite 1K	Las Vegas	Nevada	89119	(702) 450-1931
	Eric	Persson	3390 Novat Street #110	Las Vegas	Nevada	89128	(702) 207-1931
	Eric	Persson	10670 Southern Highlands Parkway #100	Las Vegas	Nevada	89141	(702) 531-1931
	Eric	Persson	7375 South Durango Drive #107	Las Vegas	Nevada	89113	(702) 304-1931
	Zarko Stojanovski, Mark Lukachko	Magdalena Iankova	7660 West Cheyenne Avenue Suite 121	Las Vegas	Nevada	89129	(702) 365-1931
	Eric	Persson	7580 South Las Vegas Boulevard Suite #100	Las Vegas	Nevada	89123	(702) 257-1931
	Eric	Persson	6360 Simmons Street, Suite 105	Las Vegas	Nevada	89031	(702) 202-6625
	Eric	Persson	6555 South Jones Boulevard #110	Las Vegas	Nevada	89118	(702) 247-6208
	Eric	Persson	9773 West Flamingo Road Suite 100	Las Vegas	Nevada	89147	(702) 242-1931
	Johnny Sanchez	Losada	11011 West Charleston Boulevard (Red Rock Casino)	Las Vegas	Nevada	89135	(702) 388-1931
	Eric	Persson	4262 Blue Diamond Road #103	Las Vegas	Nevada	89139	(702) 629-3692
	Eric	Persson	10140 West Tropicana Avenue #126	Las Vegas	Nevada	89147	(702) 815-1931
	Eric	Persson	445 West Craig Road/#103	Las Vegas	Nevada	89032	(702) 489-8000
	Eric	Persson	3595 East Bonanza Road Suite 110	Las Vegas	Nevada	89110	(702) 565-0112
	Eric	Persson	5222 Boulder Highway Suite 100	Las Vegas	Nevada	89122	(702) 855-0732
	Eric	Persson	3565 Rainbow Boulevard	Las Vegas	Nevada	89147	(702) 269-5443
	Mark	Lukachko	4503 Paradise Road #310	Las Vegas	Nevada	89169	(725) 251-6551
*	Mark Lukachko, Zarko Stojanovski	Magdalena Iankova	TBD	Las Vegas	Nevada	TBD	(702) 524-6524
*	Mark Lukachko, Zarko Stojanovski	Magdalena Lankova	TBD	Las Vegas	Nevada	TBD	(917) 601-3340
*	Mark Lukachko, Zarko Stojanovski	Magdalena Iankova	TBD	Las Vegas	Nevada	TBD	(702) 524-6524
	Mark	Lukachko	8426 Farm Road Suite 150	Las Vegas	Nevada	89131	(702) 818-4228

	Michael and Crystal	Turpin	1600 Woodbury Avenue	Portsmouth	New Hampshire	03801	(603) 373-8478
	Michael	Turpin	160 Washington Street	Rochester	New Hampshire	03839	(603) 509-3000
	Wendy and Christopher "Chris"	Strutt	TBD	Essex County	New Jersey	TBD	(973) 701-6767
	Tim Fung	Al LaValle	2222 Route 33 Store G	Hamilton	New Jersey	08690	(609) 981-7012
	Al	Saverino	TBD	Hillsborough	New Jersey	TBD	(908) 268-4267
	Christopher "Chris" and Wendy	Strutt	280 Eisenhower Parkway	Livingston	New Jersey	07039	(609) 454-5269
	Guniyal Pandit	Kaushik Joshi	645 Nassau Park Boulevard	Princeton	New Jersey	08540	(609) 454-5269
	James	McCaffrey	521A Berlin-Cross Keys Road	Sicklerville	New Jersey	08081	(856) 259-2936
	Jacob and Nathan	Miller	9935 Coors Boulevard Bypass NW Suite D	Albuquerque	New Mexico	87114	(505) 899-2233
*	Jacob and Nathan	Miller	6400 Holly Avenue Suite D	Albuquerque	New Mexico	87112	(505) 200-2727
*	Jacob and Nathan	Miller	TBD	Albuquerque	New Mexico	TBD	(970) 739-4122
*	Jacob and Nathan	Miller	TBD	Albuquerque	New Mexico	TBD	(970) 739-4122
*	Nathan and Jacob	Miller	TBD	Albuquerque	New Mexico	TBD	(480) 452-3022
	Paula Flores and Kaleb	Wamock	TBD	Las Cruces	New Mexico	TBD	(915) 630-0524
	Thomas	Diamond	567-B East Main Street	Bay Shore	New York	11706	(631) 969-5636
	Na Lu, Suqing Zhang	Shuai Sun	55 Old Country Road	Carle Place	New York	11514	(516) 414-0989
	Malav, Harshil and Hardik	Patel	137 Centereach Mall	Centereach	New York	11720	(631) 981-8767
	Patricia O'Brien	Stephen Brojer	18 Jericho Turnpike	Commack	New York	11725	(631) 923-2929
	Laura Jankowski	Marco Dalessandro	1936 Deer Park Avenue	Deer Park	New York	11797	(631) 940-9038
	James	Breidenstein	4900 Transit Road	Depew	New York	14043	(716) 671-8008
	Richard and Linda	Orfino	532 Larkfield Road	East Northport	New York	11731	(631) 486-4455
	John	Kuitwaard	228 Airport Plaza Blvd	Farmingdale	New York	11735	(631) 500-9559
	Susanne	Wanser	428 Wheeler Road	Hauppauge	New York	11788	(631) 761-6744
	Ja Yoon Lee	Jeon Min Jo	285 South Broadway Unit 9	Hicksville	New York	11801	(516) 827-1234
	Rajul	Shah	61 Wall Street	Huntington Village	New York	11743	(631) 424-8767
	Min Joong	Kim	3519B Hempstead Turnpike	Levittown	New York	11756	(516) 731-0399
	John	Kuitwaard	4946 Merrick Road	Massapequa	New York	11762	(516) 308-7430
	Laura	Jankowski	2014 Merrick Road	Merrick	New York	11566	(516) 632-9710
	Ashish	Marchawala	TBD	Nassau County	New York	TBD	(516) 946-2173
	Laura Jankowski	Marco Dalessandro	TBD	New York	New York	TBD	(516) 779-1227
	Rong Hui Lin	Qiao Feng Zheng	TBD	New York	New York	TBD	(646) 255-6992
	Tiffany Wirth	Susanne Wanser	499-83 Sunrise Highway	Patchogue	New York	11772	(631) 569-4020

	Laura	Jankowski	5120 Nesconset Highway	Port Jefferson Station	New York	11776	(631) 509-5800
	Sanjay	Sehgal	11 Old Shore Road	Port Washington	New York	11050	(516) 441-5150
	Christopher and Karen	Bonanno	TBD	Rocky Point	New York	TBD	(631) 644-6547
	Stephen	Brojer	267 Middle Country Road	Selden	New York	11784	(631) 696-4780
	Malev, Harshil, Hardik	Patel	32 East Main Street	Smithtown	New York	11787	(631) 656-95555
	Frank	Mirabella	1650 Richmond Avenue	Staten Island	New York	10314	(718) 524-4006
	Ammar	Saleh	1407 Forest Avenue	Staten Island	New York	10302	(315) 400-3300
*	Frank	Mirabella	TBD	Staten Island	New York	TBD	(347) 726-0976
*	Frank	Mirabella	7001 Amboy Road	Staten Island	New York	10307	(718) 227-2337
	John	Kuitwaard	TBD	Suffolk County	New York	TBD	(516) 817-4577
	Laura and Walter	Jankowski	356 Jericho Turnpike	Syosset	New York	11791	(516) 802-4144
*	James	Kirby Jr.	1829 Hendersonville Road	Asheville	North Carolina	28803	(828) 575-9190
*	James	Kirby Jr.	TBD	Asheville	North Carolina	TBD	(407) 516-5529
*	James	Kirby Jr.	TBD	Asheville	North Carolina	TBD	(407) 516-5529
	Brandon and Deena	Korman	143 Poole Road Unit B	Belville	North Carolina	28451	(910) 765-1144
	Mark	Rein	1595 Glidewell Drive, Suite 107	Burlington	North Carolina	27215	(336) 792-4118
*	Rylan	Miller	817 Bass Pro Lane	Cary	North Carolina	27513	(919) 378-9333
*	Rylan	Miller	2028 Kildaire Farm Road	Cary	North Carolina	27511	(919) 977-9506
*	Rylan	Miller	1385 Bradford View Drive	Cary	North Carolina	27519	(919) 378-9859
*	Rylan	Miller	228 Crossroads Boulevard	Cary	North Carolina	27518	(919) 651-8379
	Everette Brown	Tenisha Patterson	601 S. Kings Drive Suite E 1	Charlotte	North Carolina	28210	(980) 237-4813
	Kevin	Smith	5349 Ballantyne Commons Parkway Suite 400	Charlotte	North Carolina	28277	(704) 246-8993
	Vipul and Pravinkumar	Patel	8948 JM Keynes Drive Suite 410	Charlotte	North Carolina	28262	(919) 651-8379
*	Mark	Rein	5815 Highland Shoppes Drive Suite 200	Charlotte	North Carolina	28269	(704) 626-6501
*	Mark	Rein	6640 Carmel Drive	Charlotte	North Carolina	28226	(980) 321-7880
*	Mark	Rein	TBD	Charlotte	North Carolina	TBD	(919) 576-0627
*	Mark	Rein	TBD	Charlotte	North Carolina	TBD	(919) 576-0627
*	Mark	Rein	TBD	Charlotte	North Carolina	TBD	(919) 576-0627
*	Mark	Rein	TBD	Charlotte	North Carolina	TBD	(919) 576-0627
*	Mark	Rein	TBD	Charlotte	North Carolina	TBD	(919) 576-0627
*	Mark	Rein	TBD	Charlotte	North Carolina	TBD	(919) 576-0627
*	Mark	Rein	TBD	Charlotte	North Carolina	TBD	(919) 576-0627
	Amiee and Kevin	Smith	11318 N. Community House Road	Charlotte	North Carolina	28277	(980) 207-3888

	Jigar	Patel	TBD	Charlotte	North Carolina	TBD	(856) 305-6299
	Nikitaben	Patel	TBD	Charlotte	North Carolina	TBD	(704) 998-7559
*	Nensi Pandya	Hetalben Dave	TBD	Charlotte	North Carolina	TBD	(216) 224-2828
*	Nensi Pandya	Hetalben Dave	TBD	Charlotte	North Carolina	TBD	(216) 224-2828
*	Hetalben Dave	Nensi Pandya	TBD	Charlotte	North Carolina	TBD	(216) 224-2828
*	Nensi Pandya	Hetalben Dave	TBD	Charlotte	North Carolina	TBD	(757) 537-0781
	Cristina	Strasser	TBD	Concord	North Carolina	TBD	(704) 705-5058
	Howard and Erica	Raphael	5311 South Miami Boulevard, Suite F	Durham	North Carolina	27703	(919) 474-2233
	Howard and Erica	Raphael	20 Duke Medicine Circle	Durham	North Carolina	27710	(919) 613-3995
*	Shaishav Patel	Manan Shah	TBD	Elizabeth City	North Carolina	TBD	(267) 638-8444
	Gira	Patel	150 Andrews Road Suite 7	Fayetteville	North Carolina	28311	(910) 630-1100
*	Gira	Patel	3007 Town Center Drive Suite 130	Fayetteville	North Carolina	28306	(910) 425-1087
	Felicia	Banks	TBD	Fayetteville	North Carolina	TBD	(804) 405-6866
*	Gira	Patel	1391 Walter Reed Road Suite 130	Fayettville	North Carolina	28304	(910) 321-0196
*	Gira	Patel	1946 Skibo Road	Fayettville	North Carolina	28314	(910) 867-1332
*	Gira	Patel	TBD	Fayettville	North Carolina	TBD	(910) 309-3279
	Sandra and Khalil	Smith	1553 US Highway 70	Garner	North Carolina	27529	(919) 803-3040
	Ebony Williams	Antwan Oliver	TBD	Garner	North Carolina	TBD	(954) 214-7005
	Devang	Desai	503 North Berkeley Boulevard	Goldsboro	North Carolina	27534	(919) 947-5175
	Rylan	Miller	2130-Q New Garden Road	Greensboro	North Carolina	27410	(336) 763-2367
*	Rylan	Miller	1201 West Gate City Boulevard	Greensboro	North Carolina	27403	(336) 763-4492
	Mark	Rein	1218 Bridford Parkway	Greensboro	North Carolina	27407	(336) 793-4240
	Devang	Desai	1856 West Arlington Boulevard	Greenville	North Carolina	27858	(252) 215-2204
*	Rylan	Miller	3860 John Gordon Lane	High Point	North Carolina	27262	(336) 803-4643
	James and Paula	Bullock	409 Village Walk Drive	Holly Springs	North Carolina	27540	(919) 586-7130
	Presley	Reeves	TBD	Jacksonville	North Carolina	TBD	(540) 846-8660
	Hansaben Patel	Eshita Kothari	2309 Matthews Township Suite 102	Matthews	North Carolina	28105	(704) 841-1000
	Vipul	Patel	2335 W. Roosevelt Blvd., Unit B	Monroe	North Carolina	28110	(704) 261-3150
	Mark	Rein	109 East Williamson Road	Mooresville	North Carolina	28117	(704) 765-6329
	Joe	Goestchius	7100 South Croatan Highway - Suite 82	Nags Head	North Carolina	27959	(252) 255-1516
*	Manan Shah	Shaishav Patel	TBD	New Bern	North Carolina	TBD	(757) 305-7882
	Howard and Erica	Raphael	1028 Oberlin Drive, Suite 232	Raleigh	North Carolina	27605	(919) 755-2222
	Eric and Gail	Farinella	8111 Creedmoor Road, Suite 157	Raleigh	North Carolina	27613	(919) 803-5991

*	Rylan	Miller	3004 Wake Forest Road Suite 112	Raleigh	North Carolina	27609	(919) 916-5190
	Howard and Erica	Raphael	6679 Falls of Neuse Road Suite 101	Raleigh	North Carolina	27615	(919) 879-2233
	James and Paula	Bullock	TBD	Raleigh	North Carolina	TBD	(919) 339-2739
	James and Paula	Bullock	TBD	Raleigh	North Carolina	TBD	(919) 339-2739
	Jeffrey	Tobin	5385 South Virginia Dare Trail #1	Southern Shores	North Carolina	27949	(252) 441-9996
	Presley	Reeves	1671-1A North Howe Street	Southport	North Carolina	28461	(910) 363-4908
*	Mark	Rein	1009 Stadium Drive Suite 120	Wake Forest	North Carolina	27587	(919) 371-4358
*	Brandon and Deena	Korman	2804 South College Road	Wilmington	North Carolina	28412	(910) 769-3939
*	Brandon and Deena	Korman	130 Hays Lane Unit 130	Wilmington	North Carolina	28411	(910) 821-8678
	Brandon and Deena	Korman	TBD	Wilmington	North Carolina	TBD	(516) 655-4010
*	Steve	Scroggin	670 Saint George Square Court	Winston Salem	North Carolina	27103	(336) 608-4330
*	Steven "Steve"	Scroggin	TBD	Winston Salem	North Carolina	TBD	(336) 722-1300
*	Steven "Steve"	Scroggin	TBD	Winston Salem	North Carolina	TBD	(336) 722-1300
*	Steven "Steve"	Scroggin	TBD	Winston Salem	North Carolina	TBD	(336) 722-1300
	Steve	Scroggin	7790 North Point Blvd	Winston-Salem	North Carolina	27106	(336) 722-1300
	Vandita and Dave	Desai	740 West Firetower Road, Suite 101	Winterville	North Carolina	28590	(252) 864-1737
	Ryan Seegar	James Hensyel	1650 45th Street South Building A Suite 123	Fargo	North Dakota	58103	(701) 404-8995
	Ryan Seegar	James Hensyel	2424 13th Avenue South	Fargo	North Dakoto	58103	(701) 353-7683
	Doug	Ruggles	3195 Dayton-Xenia Road, Suite 770	Beavercreek	Ohio	45434	(937) 426-8767
	Sureshkumar	Patel	11255 Reed Hartman Highway Suite D	Blue Ash	Ohio	45242	(513) 832-1984
	Shaun, William, Julie, and Eric	Munson	510 East Wooster Avenue	Bowling Green	Ohio	43402	(419) 819-4452
	Craig and Dianne	LeMieux	5159 Dressler Road NW	Canton	Ohio	44718	(330) 639-1199
	Chet	Hakanson	988 Miamisburg Centerville	Centerville	Ohio	45459	(937) 291-9250
	Sunil and Sureshkumar "Suresh"	Patel	6241 Far Hills Avenue	Centerville	Ohio	45459	(937) 434-8699
	Sureshkumar "Suresh"	Patel	720 Eastgate South Drive Suite 200	Cincinnati	Ohio	45245	(513) 752-3525
*	Sureshkumar "Suresh"	Patel	3364 Madison Road	Cincinnati	Ohio	45209	(513) 620-8606
*	Sureshkumar "Suresh"	Patel	TBD	Cincinnati	Ohio	TBD	(513) 720-9905
*	Nicole Burgueno, Joe Dominiak	Sandra Kingsley	TBD	Cincinnati	Ohio	TBD	(654) 621-5985

	Sureshkumar "Suresh" and Sunil	Patel	TBD	Cincinnatti	Ohio	TBD	(513) 720-9905
*	Stephanie and Trevor	Stange	TBD	Cleveland	Ohio	TBD	(517) 599-1877
*	Stephanie and Trevor	Stange	TBD	Cleveland	Ohio	TBD	(517) 599-1877
*	Trevor and Stephanie	Stange	TBD	Cleveland	Ohio	TBD	(586) 764-6671
*	Jeff	Lulek	TBD	Cleveland	Ohio	TBD	(941) 448-4907
*	Jeffrey	Lulek	TBD	Cleveland	Ohio	TBD	(941) 448-4907
*	Jeffrey	Lulek	TBD	Cleveland	Ohio	TBD	(941) 448-4907
*	Jeffrey	Lulek	TBD	Cleveland	Ohio	TBD	(941) 448-4907
*	Jeffrey	Lulek	TBD	Cleveland	Ohio	TBD	(941) 448-4907
*	Jeffrey	Lulek	TBD	Cleveland	Ohio	TBD	(941) 448-4907
*	Stephanie and Trevor	Stange	TBD	Cleveland	Ohio	TBD	(517) 599-1877
*	Stephanie and Trevor	Stange	TBD	Cleveland	Ohio	TBD	(517) 599-1877
*	Stephanie and Trevor	Stange	TBD	Cleveland	Ohio	TBD	(517) 599-1877
*	Robert, Richard and Edward Ferns, Michael Washington	Dianne and Craig LeMieux	TBD	Cleveland	Ohio	TBD	(215) 738-4000
*	Robert, Richard and Edward Ferns, Michael Washington	Dianne and Craig LeMieux	TBD	Cleveland	Ohio	TBD	(215) 738-4000
*	Robert, Richard and Edward Ferns, Michael Washington	Dianne and Craig LeMieux	TBD	Cleveland	Ohio	TBD	(810) 691-9625
*	Robert, Richard and Edward Ferns, Michael Washington	Dianne and Craig LeMieux	TBD	Cleveland	Ohio	TBD	(810) 691-9623
	Heena	Patel	8928 Lyra Drive	Columbus	Ohio	43240	(614) 505-8689
*	Kevin, Brian, Robert and Michael Couchman	Miles Vamvas, Marc Batalino	TBD	Columbus	Ohio	TBD	(586) 321-9789
*	Kevin, Brian, Robert and Michael Couchman	Miles Vamvas, Marc Batalino	TBD	Columbus	Ohio	TBD	(586) 321-9789
*	Kevin, Brian, Robert and Michael Couchman	Miles Vamvas, Marc Batalino	TBD	Columbus	Ohio	TBD	(586) 703-5836
*	Kevin, Brian, Robert and Michael Couchman	Miles Vamvas, Marc Batalino	TBD	Columbus	Ohio	TBD	(586) 321-9789
*	Kevin, Brian, Robert and Michael Couchman	Miles Vamvas, Marc Batalino	TBD	Columbus	Ohio	TBD	(586) 703-5836
*	Kevin, Brian, Robert and Michael Couchman	Miles Vamvas, Marc Batalino	TBD	Columbus	Ohio	TBD	(586) 321-9789
*	Kevin, Brian, Robert and Michael Couchman	Miles Vamvas, Marc Batalino	TBD	Columbus	Ohio	TBD	(586) 321-9789
	Heena	Patel	TBD	Columbus	Ohio	TBD	(201) 221-6089

*	Patrick	Mavrakis	TBD	Cuyahoga Falls	Ohio	TBD	(260) 564-0495
	Christopher	Becker	2307 Far Hills Avenue	Dayton	Ohio	45419	(937) 395-3525
	Julie, William, Shaun, and Eric	Munson	TBD	Defiance	Ohio	TBD	(419) 360-2995
	Doug	Ruggles	2642 Colonel Glenn Highway	Fairborn	Ohio	45324	(937) 429-1519
*	Michelle	Parsons	1790 Tiffin Avenue	Findlay	Ohio	45840	(419) 422-5500
*	Michelle	Parsons	TBD	Fremont	Ohio	TBD	(419) 262-1404
	Dr. Suresh	Gupta	6221 Old Troy Pike Parkway	Huber Heights	Ohio	45424	(937) 235-8630
*	Patrick Mavrakis		TBD	Kent	Ohio	TBD	(260) 564-0495
*	Sureshkumar "Suresh"	Patel	10689 Loveland Madeira Road	Loveland	Ohio	45140	(513) 239-5929
*	Joe	Dominiak	5271 Kings Mill Road. Suite G	Mason	Ohio	45040	(513) 492-8886
	William and Julie	Munson	1385 Conant Street, Suite E	Maumee	Ohio	43537	(419) 893-2100
	Hicham	Bazzi	TBD	North Toledo	Ohio	TBD	(313) 445-1228
*	Kevin, Brian, Robert, and Michael Couchman	Miles Vamvas, Marc Batalino	9733-E Sawmill Parkway	Powell	Ohio	43065	(614) 389-5006
	Joel Karg	David Beckett	TBD	Powell - Columbus	Ohio	TBD	(614) 226-9862
	Shaun, William, Kevin, Julie, and Eric	Munson	10090 Old U.S. 20	Rossford	Ohio	43460	(419) 874-1800
	Mit and Sureshkumar "Suresh"	Patel	TBD	Springboro	Ohio	TBD	(513) 720-9905
	Tim	Poulos	233 East Home Road	Springfield	Ohio	45503	(937) 342-1883
	Shaun, William, Julie, and Eric	Munson	5221 Monroe Street Suite E	Toledo	Ohio	43623	(419) 517-0044
	Shaun, William, Julie, Angelia and Eric	Munson	7427 W Central Avenue	Toledo	Ohio	43617	(567) 408-7650
	Tim	Poulos	2309 S. Main St,	Troy	Ohio	45373	(937) 703-1418
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Bartlesville	Oklahoma	TBD	(501) 442-0089
	Glen Johnson	Nicholas "Nick" Crouch	874 East Hillside Drive Suite A	Broken Arrow	Oklahoma	74012	(918) 355-0017
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Broken Arrow	Oklahoma	TBD	(501) 442-0089
*	Rakesh and Rohit	Patel	2203 S 4th Street	Chickasha	Oklahoma	73018	(405) 825-3456
*	Glen Johnson	Nicholas Crouch	TBD	Claremore	Oklahoma	TBD	(501) 442-0089
*	Rakesh and Rohit	Patel	2015 West Danforth	Edmond	Oklahoma	73003	(405) 285-5221
*	Rakesh and Rohit Patel	Jason Hill	TBD	Edmond	Oklahoma	TBD	(817) 800-9554
	Glen Johnson	Nicholas "Nick" Crouch	501 South Van Buren Street	Enid	Oklahoma	73703	(580) 237-3983

	Glen Johnson	Nicholas "Nick" Crouch	1204 NW Sheridan Road	Lawton	Oklahoma	73505	(580) 713-5262
	Glen Johnson	Nicholas "Nick" Crouch	1732 NW 82nd Street	Lawton	Oklahoma	73505	(580) 952-8576
*	Rakesh, Amish, and Rohit	Patel	2324 S Air Depot Boulevard	Midwest City	Oklahoma	73110	(405) 455-5120
	Glen Johnson	Nicholas "Nick" Crouch	2101 Riverwalk Drive	Moore	Oklahoma	73160	(405) 799-2698
	Dalton Rhoden	Raymond Hoover	317 W. Shawnee	Muscogee	Oklahoma	74401	(918) 912-2278
	Glen Johnson	Nicholas "Nick" Crouch	2162 24th Avenue NW	Norman	Oklahoma	73069	(405) 928-5363
	Glen Johnson	Nicholas "Nick" Crouch	156 12th Ave SE	Norman	Oklahoma	73071	(405) 801-2232
*	Glen Johnson	Nicholas Crouch	TBD	Norman	Oklahoma	TBD	(501) 442-0089
	Tasha and Joe	Stefantos	3131 West Memorial Road, Suite A	Oklahoma City	Oklahoma	73134	(405) 753-5454
	Glen Johnson	Nicholas "Nick" Crouch	7141 South Western Avenue, Suite A	Oklahoma City	Oklahoma	73139	(405) 702-7762
*	Rakesh, Amish, and Rohit	Patel	7307 North MacArthur Boulevard Unit 100	Oklahoma City	Oklahoma	73132	(405) 603-7600
	Glen Johnson	Nicholas "Nick" Crouch	7800 North May Avenue, Suite A	Oklahoma City	Oklahoma	73116	(405) 847-8678
*	Rohit, Rakesh, and Amish	Patel	TBD	Oklahoma City	Oklahoma	TBD	(817) 800-9554
*	Rohit, Amish, and Rakesh	Patel	TBD	Oklahoma City	Oklahoma	TBD	(405) 923-3674
*	Rohit, Rakesh and Amish	Patel	TBD	Oklahoma City	Oklahoma	TBD	(405) 923-3674
*	Rakesh, Amish and Rohit	Patel	TBD	Oklahoma City	Oklahoma	TBD	(817) 800-9554
*	Rakesh and Rohit Patel	Jason Hill	TBD	Oklahoma City	Oklahoma	TBD	(817) 800-9554
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Owasso	Oklahoma	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Shawnee	Oklahoma	TBD	(501) 442-0089
	Glen Johnson	Nicholas "Nick" Crouch	1202 North Boomer Road	Stillwater	Oklahoma	74075	(405) 743-2929
	Nicole and Timothy	Smallwood	7460 South Olympia Avenue	Tulsa	Oklahoma	74132	(918) 938-7747
	Nicole and Timothy	Smallwood	1717 North Peoria Avenue	Tulsa	Oklahoma	74106	(918) 728-6229
	Glen Johnson	Nicholas "Nick" Crouch	4925 East 21st Street	Tulsa	Oklahoma	74114	(918) 814-8080
	Glen Johnson	Nicholas "Nick" Crouch	10140 East 71st Street, Suite A	Tulsa	Oklahoma	74133	(918) 940-7669
	Glen Johnson	Nicholas "Nick" Crouch	10826 S Memorial Drive	Tulsa	Oklahoma	74133	(918) 289-0263

	Glen Johnson	Nicholas "Nick" Crouch	3722 South Peoria Avenue Suite 200	Tulsa	Oklahoma	74105	(918) 743-6333
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Tulsa	Oklahoma	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Tulsa	Oklahoma	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Tulsa	Oklahoma	TBD	(501) 442-0089
	Glen Johnson	Nicholas "Nick" Crouch	1751 Garth Brooks Boulevard, #100	Yukon	Oklahoma	73099	(405) 265-3002
	Glen Johnson	Nicholas "Nick" Crouch	3601 Market Street	Camp Hill	Pennsylvania	17011	(717) 412-0157
*	Richard "Brad" and Richard "Rick"	Evans	848 East Main Street #300	Ephrata	Pennsylvania	17522	(717) 466-2900
	Nimisha Shah	Sangita Doshi	4635 High Pointe Boulevard	Harrisburg	Pennsylvania	17111	(717) 561-1077
	Nimisha	Shah	235 Strawberry Square	Harrisburg	Pennsylvania	17101	(717) 236-2122
	Nimisha Shah	Sangita Doshi	169 W Chocolate Avenue	Hershey	Pennsylvania	17033	(717) 298-1566
*	Richard "Brad" and Richard "Rick"	Evans	572B Centerville Road	Lancaster	Pennsylvania	17601	(717) 618-8980
*	Richard "Brad" and Richard "Rick"	Evans	TBD	Lancaster	Pennsylvania	TBD	(443) 366-2906
*	Richard "Brad" and Richard "Rick"	Evans	TBD	Lancaster	Pennsylvania	TBD	(443) 366-2906
	Richard and April	Hoelscher	235 Bloomfield Drive, Suite 105	Lititz	Pennsylvania	17543	(717) 317-1827
*	Richard "Brad" and Richard "Rick"	Evans	2201 Strickler Rd. Suite 703	Manheim	Pennsylvania	17545	(717) 492-8149
	Michael	Yan	341 Comet Drive	Millersville	Pennsylvania	17551	(717) 584-6532
	Bobbilyn	Lynn	9898 University Blvd. Unit 60	Moon Township	Pennsylvania	15108	(412) 507-2140
	Lori and Brian	Gast	4881 William Penn Highway	Murrysville	Pennsylvania	15668	(724) 519-7167
*	Kai	Qiu	82 East Lancaster Avenue	Paoli	Pennsylvania	19301	(610) 441-7310
	Luke Kirby	Rosalind Lindsey	1600 North Broad Street, Unit 4	Philadelphia	Pennsylvania	19121	(267) 758-6593
*	Richard	Fems	TBD	Philadelphia	Pennsylvania	TBD	(215) 738-4000
*	Richard	Ferns	TBD	Philadelphia	Pennsylvania	TBD	(215) 738-4000
*	Richard	Ferns	TBD	Philadelphia	Pennsylvania	TBD	(215) 738-4000
	Cheryl Ussery	Alan Geoffrey	1570 Egypt Road Suite 180	Phoenixville	Pennsylvania	19460	(610) 676-8100
*	Curt	Fignar	TBD	Pittsburgh	Pennsylvania	TBD	(312) 543-2155
*	Curt	Fignar	TBD	Pittsburgh	Pennsylvania	TBD	(312) 543-2155
*	Curt	Fignar	TBD	Pittsburgh	Pennsylvania	TBD	(312) 543-2155
	Rafael Guerrero-Acosta	Xiomara Figueroa	TBD	Reading	Pennsylvania	TBD	(484) 332-5511
	Amy and Kai	Qiu	251 East Swedesford Road	Wayne	Pennsylvania	19087	(610) 441-7313

*	Kai	Qiu	849 Paoli Pike	West Chester	Pennsylvania	19380	(610) 441-7312
	Hareshkumar and Sandip	Patel	1800 Loucks Road Suite 625	York	Pennsylvania	17408	(717) 885-0706
	Hareshkumar and Sandip	Patel	3013 East Market Street	York	Pennsylvania	17401	(717) 885-5190
	John	Lane	1722 South Queen Street Unit 2	York	Pennsylvania	17403	(717) 318-5438
	John and Jill Zajac	Colton Carmichael	145 Hillside Road	Cranston	Rhode Island	02920	(401) 533-9700
	James Jr., James Sr. and Sandra	Dumont	1565 Mineral Spring Avenue	North Providence	Rhode Island	02904	(401) 414-7000
*	Sneha Sabnani	Rehka Khemlani	229 Waterman Street	Providence	Rhode Island	02906	(401) 383-3487
*	Sneha Sabnani	Rehka Khemlani	272 Thayer Street Suite 3/4	Providence	Rhode Island	02906	(401) 273-0011
	John and Jill Zajac	Colton Carmichael	TBD	Smithfield	Rhode Island	TBD	(774) 264-0750
	Daksheshkumar "Dax"	Soni	TBD	Aiken	South Carolina	TBD	(267) 616-0097
	Justin Franklin	Matthew Wyrick	TBD	Beaufort - Jasper County	South Carolina	TBD	(912) 314-0859
*	Justin Franklin	Matthew Wyrick	TBD	Beaufort County	South Carolina	TBD	(559) 708-7669
*	Justin Franklin	Matthew Wyrick	TBD	Beaufort County	South Carolina	TBD	(912) 314-0859
*	Justin Franklin	Matthew Wyrick	1127 Fording Island Road	Bluffton	South Carolina	29910	(559) 708-7669
	Jon	Parkman	Daniel Island Town Center 186 Seven Farms Drive Unit D	Charleston	South Carolina	29492	(843) 352-7162
	Michael Aldridge	Ann Lane	TBD	Charleston	South Carolina	TBD	(206) 909-2748
	Jon	Parkman	1808 Sam Rittenberg Blvd.	Charleston	South Carolina	29407	(843) 990-9585
*	Rylan and Jennifer	Miller	TBD	Charleston	South Carolina	TBD	(224) 730-1839
*	Rylan and Jennifer	Miller	TBD	Charleston	South Carolina	TBD	(224) 730-1839
	Leslie and David	Duffy	150B Harbison Boulevard Suite 20	Columbia	South Carolina	29212	(803) 217-3112
	Leslie	Duffy	650 Lincoln Street	Columbia	South Carolina	29201	(803) 807-9335
	Hansaben Patel	Eshita Kothari	4400 Fort Jackson Boulevard Suite 600	Columbia	South Carolina	29209	(803) 724-2000
	Daksheshkumar "Dax"	Soni	1033 Roberts Branch Parkway #105	Columbia	South Carolina	29203	(267) 616-0097
	Hansaben and Yash	Patel	10136 Two Notch Road Suite 105-B	Columbia	South Carolina	29229	(803) 995-7442
*	Jacqeulyn and Sidney	Fulton	TBD	Columbia	South Carolina	TBD	(803) 707-7412
	Hansaben and Yash Patel	Eshita Kothari	TBD	Columbia	South Carolina	TBD	(803) 347-8268
	Randall Engels	Rodney Taquino Jr.	201 Graduate Road - Unit 103	Conway	South Carolina	29525	(843) 234-5670
	Vipul	Patel	2600 David McLeod Boulevard, Suite E	Florence	South Carolina	29501	(843) 799-0094
*	Gregory "Greg" Powell	William "Bill" Ruby	3704 Pelham Road	Greenville	South Carolina	29615	(864) 520-8550

*	Gregory "Greg" Powell	William "Bill" Ruby	TBD	Greenville	South Carolina	TBD	(303) 809-6574
*	Gregory "Greg" Powell	William "Bill" Ruby	TBD	Greenville	South Carolina	TBD	(303) 809-6574
*	Gregory "Greg" Powell	William "Bill" Ruby	TBD	Greenville	South Carolina	TBD	(303) 809-6574
	Linda Dolan and Peter	Ruggiero	9695 Redstone Drive Suite 200	Indian Land	South Carolina	29707	(803) 548-0080
	Leslie and David	Duffy	5166 Sunset Boulevard Suite H	Lexington	South Carolina	29072	(803) 356-0318
*	Jeffrey "Jeff"	Walker	1165 Oakland Market Road	Mount Pleasant	South Carolina	29466	(843) 352-7226
*	Jeffrey "Jeff"	Walker	TBD	Mount Pleasant	South Carolina	TBD	(858) 598-3655
	Robert Laben	Rylan Miller	11990 Highway 17 Bypass South Unit 1	Murrells Inlet	South Carolina	29576	(843) 651-4805
	Roberto Laben	Rylan Miller	825 Market Place Drive, Unit 1	Myrtle Beach	South Carolina	29579	(843) 903-5200
	Rylan	Miller	TBD	Myrtle Beach	South Carolina	TBD	(224) 730-1839
	Roberto Laben	Rylan Miller	112 Loyola Drive Suite 120	Myrtle Beach	South Carolina	29588	(843) 215-0513
	Elena and Donald	Reese	1215 Knox Avenue	North Augusta	South Carolina	29841	(803) 599-5958
	Alexander Corbishley and Kevin Lawler	Marc and Lawrence Rodenbaugh	7250 Rivers Avenue Building 300, Suite 102	North Charleston	South Carolina	29406	(854) 999-1223
	Rylan Miller	Roberto Laben	1400 Highway 17 North Unit 4	North Myrtle Beach	South Carolina	29582	(843) 663-2060
*	Gregory "Greg" Powell	William Ruby	3558 Highway 153	Powdersville	South Carolina	29611	(864) 412-8030
	Jon	Parkman	TBD	Rock Hill	South Carolina	TBD	(843) 817-7445
*	Gregory "Greg" Powell	William Ruby	2815 Woodruff Road Suite 102	Simpsonville	South Carolina	29681	(864) 609-4600
	Marc and Lawrence Rodenbaugh	Kevin Lawler and Aleander "Alex" Corbishley	TBD	Summerille	South Carolina	TBD	(843) 813-4598
	Vipul	Patel	TBD	Sumter	South Carolina	TBD	(843) 229-6840
	Alex and Lori	Torzsa	2435 West Highway 160 Suite 104	Tega Cay	South Carolina	29708	(803) 802-0088
*	Sidney and Jacqeulyn	Fulton	118 Dreher Road	West Columbia	South Carolina	29169	(803) 834-4160
	Jason McCulley	Megan Myerov-McCulley	1612 Eglin Street Suite 900	Rapid City	South Dakota	57701	(605) 716-8521
	Jason McCulley	Megan Myerov-McCulley	1301 W Omaha Road	Rapid City	South Dakota	57701	(605) 716-3726
	Kelli	Ewert	2430 Platinum Drive	Spearfish	South Dakota	57783	(605) 717-1006
	William Donald	Gibson	TBD	Brentwood	Tennessee	TBD	(615) 945-9005
*	Karen Wallis	Paul Neumaier	2380 Lifestyle Way Suite 140	Chattanooga	Tennessee	37421	(423) 269-7990
*	Karen Wallis	Paul Neumaier	TBD	Chattanooga	Tennessee	TBD	(248) 961-0080
	Paul and Armi	Rhodes	1825 Madison Street	Clarksville	Tennessee	37043	(931) 919-2220
*	Jigna	Patel	910 West Popler Suite 1	Collierville	Tennessee	38017	(901) 850-0200
	Tejal	Shah	TBD	Cordova	Tennessee	TBD	(901) 550-6200

*	Jason and Megan Myerov	Willeman	119 Lovell Road	Farragut	Tennessee	37934	(865) 218-5000
*	Lawrence "Larry" Lavigne	Paul Dudgeon	443 Cool Springs Road	Franklin	Tennessee	37067	(615) 905-4731
	Babeshkumar and Rajanikant	Patel	2012 Cumberland Avenue	Knoxville	Tennessee	37916	(865) 312-9470
*	Jody	Willeman	9161 Kingston Pike	Knoxville	Tennessee	37923	(865) 985-0344
*	Jody and Jason	Willeman	TBD	Knoxville	Tennessee	TBD	(865) 567-6654
*	Jody and Jason	Willeman	TBD	Knoxville	Tennessee	TBD	(865) 567-6654
	Babesh	Patel	TBD	Knoxville	Tennessee	TBD	(216) 409-3818
*	Jigna	Patel	TBD	Memphis	Tennessee	TBD	(501) 240-6554
	Jigna	Patel	1779 Kirby Parkway, Suite 3	Memphis	Tennessee	38138	)901) 758-8666
*	Jigna	Patel	765 North Germantown Parkway	Memphis	Tennessee	38018	(901) 755-1008
*	Jigna	Patel	TBD	Memphis	Tennessee	TBD	(501) 240-6554
	Brijesh	Patel	7630 Highway 70 S. Suite 301	Nashville	Tennessee	37221	(615) 712-8974
	Carol Tomilnson	Jessica Taylor	TBD	Nashville	Tennessee	TBD	(615) 881-4458
	Babeshkumar and Vimalkumar	Patel	TBD	Nashville	Tennessee	TBD	(216) 109-3815
	Pinika and Krunalkumar	Patel	TBD	Pigeon Forge - Sevierville	Tennessee	TBD	(978) 496-0016
	Ted	Reed	TBD	Spring Hill	Tennessee	TBD	(757) 663-2925
*	Grant	Watkins	4134 Buffalo Gap Road	Abilene	Texas	79605	(325) 704-5900
*	Grant	Watkins	TBD	Abilene	Texas	TBD	(432) 413-9525
	Glen Johnson	Nicholas "Nick" Crouch	4280 S Soncy Ave, Suite 100	Amarillo	Texas	79119	(806) 353-1010
*	Glen Johnson	Nicholas "Nick" Crouch	1909 Georgia Street South	Amarillo	Texas	79109	(806) 398-0025
	David	Funkhouser	TBD	Arlington	Texas	TBD	(310) 750-7700
*	Grant	Watkins	TBD	Austin	Texas	TBD	(432) 413-9525
*	Grant	Watkins	TBD	Austin	Texas	TBD	(432) 413-9525
*	Alonzo Soliz Jr.	Alonzo Soliz Sr.	TBD	Austin	Texas	TBD	(512) 791-6546
	Sylvia	Giang	TBD	Austin	Texas	TBD	(469) 826-8039
*	Rafael and Carlos	Varela	3230 Pablo Kisel Boulevard Suite E-113	Brownsville	Texas	78526	(956) 621-1519
*	Rafael and Carlos	Varela	2715 Boca Chica Boulevard Suite 1-A	Brownsville	Texas	78521	(956) 443-0521
*	James and David Stanford, Olaide Ajayi,	Calvert Brown and Gregory Smith	TBD	Burleson	Texas	TBD	(407) 782-6285
*	James and David Stanford, Olaide Ajayi,	Calvert Brown and Gregory Smith	TBD	Burleson	Texas	TBD	(407) 782-6285

	Alonzo Jr. and Alonzo Sr.	Soliz	1465 East Whitestone Boulevard	Cedar Park	Texas	78613	(512)259-5472
*	Alonzo Jr. and Alonzo Sr.	Soliz	1540 Cypress Creek Road	Cedar Park	Texas	78613	(737) 212-0396
	Jagriti Gupta	Binu Agrawal	28610 Highway 290	Cypress	Texas	77433	(281) 758-5839
	Smit Shah	Prachee Patel	4560 West Mockingbird Lane Suite118	Dallas	Texas	75209	(214) 351-7037
*	Darci, Kodei, Calei, Thomas	Kesterson	TBD	Dallas	Texas	TBD	(214) 704-0164
*	Darci, Kodei, Calei, Thomas	Kesterson	TBD	Dallas	Texas	TBD	(972) 740-9608
*	Steven "Steve"	Milam	TBD	Dallas	Texas	TBD	(469) 337-7939
*	Steven "Steve"	Milam	TBD	Dallas	Texas	TBD	(469) 337-7939
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Dallas	Texas	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Dallas	Texas	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Dallas	Texas	TBD	(501) 442-0089
*	Smit	Shah	5315 Greenville Ave, Suite 105	Dallas	Texas	75026	(214) 377-9157
*	Smit	Shah	TBD	Dallas	Texas	TBD	(281) 221-6025
*	Smit	Shah	TBD	Dallas	Texas	TBD	(281) 221-6025
*	Smit	Shah	TBD	Dallas	Texas	TBD	(281) 221-6025
*	Smit	Shah	TBD	Dallas	Texas	TBD	(281) 221-6025
*	Michael	Drankoski	TBD	Dallas	Texas	TBD	(248) 259-8549
*	Michael	Drankoski	TBD	Dallas	Texas	TBD	(214) 435-6453
*	Michael	Drankoski	TBD	Dallas	Texas	TBD	(214) 435-6453
*	Rafael and Carlos	Varela	508 W. Trenton Road Suite 1	Edinburg	Texas	78539	(956) 330-8631
	Paula Flores and Kaleb	Warnock	1513 North Zaragoza Road	El Paso	Texas	79925	(915) 303-7080
*	Paula Flores and Kaleb	Warnock	8889 Gateway West Building 2100	El Paso	Texas	79925	(915) 259-0400
*	Paula Flores and Kaleb Warnock	Paul Beltran	5905 N. Mesa Street	El Paso	Texas	79912	(915) 271-8035
*	Paula Flores and Kaleb Warnock	Paul Beltran	7470 Cimarron Market	El Paso	Texas	79922	(915) 600-5595
*	Kaleb	Warnock	3440 Joe Battle Boulevard	El Paso	Texas	79938	(915) 205-0838
	Glen Johnson	Nicholas "Nick" Crouch	4620 SW Loop 820	Fort Worth	Texas	76109	(817) 763-8552
	Vivek and Heena	Ajbani	2700 Presidio Vista Drive Suite 120	Fort Worth	Texas	76177	(817) 349-0096
*	Glen Johnson	Nicholas "Nick" Crouch	5605 N Tarrant Parkway	Fort Worth	Texas	76244	(817) 849-9144

*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Fort Worth	Texas	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Fort Worth	Texas	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Fort Worth	Texas	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Fort Worth	Texas	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Fort Worth	Texas	TBD	(501) 442-0089
*	David and James Stanford, Olaide Ajayi, Ishwara Sankara	Calvert Brown and Gregory Smith	TBD	Fort Worth	Texas	TBD	(407) 782-6285
*	David and James Stanford, Olaide Ajayi, Gregor Smith	Ishwara Sankara, Calvert Brown	TBD	Fort Worth	Texas	TBD	(407) 782-6285
	James and David Stanford, Olaide Ajayi,	Ishwara Sankara, Gregory Smith	TBD	Fort Worth	Texas	TBD	(407) 782-6285
	Harish Jethwa, Jesus Garza	Patrick Sommerville	3301 Preston Road, Suite 6	Frisco	Texas	75034	(972) 294-5031
*	Steven "Steve"	Milam	5110 Eldorado Parkway #150	Frisco	Texas	75034	(469) 731-1023
*	Glen Johnson	Nicholas "Nick" Crouch	8161 FM 423 Suite #260	Frisco	Texas	75034	(469) 389-0016
	Christina and Hector Quiroz	Gaston Baza	300 E. Central Texas Expressway Suite 400	Harker Heights	Texas	76548	(254) 213-9011
*	Jose, Rafael Esteban, and Carlos	Varela	6710 W Expressway 83	Harlingen	Texas	78552	(956) 245-7359
*	Rafael and Carlos	Varela	TBD	Harlingen	Texas	TBD	(956) 574-9787
*	Rafael and Carlos	Varela	TBD	Harlingen	Texas	TBD	(956) 574-9787
*	Rafael and Carlos	Varela	TBD	Harlingen	Texas	TBD	(956) 574-9787
	Shashank "Shash" Trivedi	Sweta Patel	2550 City West Boulevard #200	Houston	Texas	77042	(832) 834-6074
*	Sweta and Brijesh	Patel	12020 FM 1960 Suite 300	Houston	Texas	77065	(281) 401-9465
*	Sweta and Brijesh	Patel	TBD	Houston	Texas	TBD	(832) 513-0212
	Jean and Chinedu Ekwenibe	Kozhaya Sokhon	920 Studemont Street	Houston	Texas	77007	(832) 649-8565
	Charles and Azuka	Ibeanu	TBD	Houston	Texas	TBD	(832) 883-3527
	Ankit	Gupta	TBD	Houston	Texas	TBD	(281) 948-1853
	Venkataramana Bommareddy, Rohan Chada	Sreelatha Maila and Rahul Guduru	1531 Elridge Parkway Unit 140	Houston	Texas	77077	(281) 293-2233
	Keisha and Virgil	Hudson	TBD	Houston	Texas	TBD	(832) 330-1898
	Tara Marsh Watson	Demetra Marsh	TBD	Houston	Texas	TBD	(281) 795-6507

	Mina	Patel	TBD	Houston	Texas	TBD	(281) 746-0664
*	James and David Stanford, Olaide Ajayi,	Calvert Brown and Gregory Smith	TBD	Hudson Oaks - Aledo	Texas	TBD	(407) 782-6285
*	Glen Johnson	Nicholas "Nick" Crouch	760 Airport Freeway Suite 400	Hurst	Texas	76064	(817) 952-3151
	Hemalkumar and Jignesh	Patel	6445 FM 1463 Suite #190	Katy	Texas	77494	(281) 346-8932
	Hemalkumar and Jignesh	Patel	TBD	Katy	Texas	TBD	(713) 885-6685
*	Rafael and Carlos	Varela	TBD	Laredo	Texas	TBD	(956) 574-9787
	Dexter	Rivera	2575 East League City Parkway #120	League City	Texas	77573	(281) 334-1872
	Calei, Thomas, Kodei, and Darci	Kesterson	2520 82nd Street	Lubbock	Texas	79423	(806) 745-1755
	Glen Johnson	Nicholas "Nick" Crouch	5139 80th Street	Lubbock	Texas	79424	(804) 783-0160
	Vanessa Boles	Paul Davis	5417 FM 1488 Road	Magnolia	Texas	77354	(281) 789-4595
	Daniel	Hall	3805 W. University Drive, Suite 300	McKinney	Texas	75071	(972) 540-7890
	Anthony and Renee	Reid	6675 South Custer Road Suite 100	McKinney	Texas	75070	(214) 548-4600
	Benjamin "Ben" Halstead	Marilyn Johnson	1910 W Loop 250, Suite A	Midland	Texas	79707	(432) 203-7030
*	Ben	Halstead	TBD	Midland	Texas	TBD	(727) 543-0841
*	Ben	Halstead	TBD	Midland	Texas	TBD	(727) 543-0841
	Jagriti Gupta	Binu Agrawal	7022 Highway 6, Suite 900	Missouri City	Texas	77459	(281) 969-5839
	Shaishavgiri and Jatingiri Goswami	Jagdishgir Gosai and Davraj Atit	226 E FM 544, Suite 110	Murphy	Texas	75094	(972) 423-8111
*	Joseph James and Joseph Nathaniel	O'Hare	21918 US Highway 281	North San Antonio	Texas	78258	(210) 265-5947
*	Calei, Thomas, Kodei, and Darci	Kesterson	1937 Preston Road Unit 1004	Plano	Texas	75093	(972) 248-6900
	Jignesh	Patel	5620 Grand Parkway South, Suite A	Richmond	Texas	77406	(832) 595-0499
	Pamela	Farley	2355 State Highway 35 North	Rockport	Texas	78382	(361) 790-5222
	Grant	Watkins	3129 Knickerbocker Road	San Angelo	Texas	76904	(325) 703-6155
*	Joseph James and Joseph Nathaniel	O'Hare	TBD	San Antonio	Texas	TBD	(915) 342-6922
*	Joseph James and Joseph Nathaniel	O'Hare	TBD	San Antonio	Texas	TBD	(915) 342-6922
	Pamela	Ozowalu	9222 Potranco Road Suite 104	San Antonio	Texas	78251	(210) 455-0344
*	Pamela	Ozowalu	TBD	San Antonio	Texas	TBD	(732)429-5462
*	Pamela	Ozowalu	TBD	San Antonio	Texas	TBD	(732) 429-5462
*	Pamela	Ozowalu	TBD	San Antonio	Texas	TBD	(732) 429-5462

*	Rafael and Carlos	Varela	TBD	San Antonio / Austin	Texas	TBD	(956) 574-9787
*	Rafael and Carlos	Varela	TBD	San Antonio / Austin	Texas	TBD	(956) 574-9787
*	Rafael and Carlos	Varela	TBD	San Antonio / Austin	Texas	TBD	(956) 574-9787
*	Rafael and Carlos	Varela	TBD	San Antonio/Austin	Texas	TBD	(956) 574-9787
*	Rafael and Carlos	Varela	TBD	San Antonio/Austin	Texas	TBD	(956) 574-9787
	Peggy and Steven	Johns	17331 IH35	Schertz	Texas	78154	(210) 444-9085
	Vanessa Boles	Paul Davis	19075 Interstate 45 S Suite 116C	Shenandoah	Texas	77385	(936) 266-0593
*	Rafael and Carlos	Varela	410 Padre Boulevard Suite 111	South Padre Island	Texas	78597	(956) 433-5259
	Inkil	Hwangpo	5921 FM 2920 Bld C	Spring	Texas	77388	(713) 389-5886
	Kelechi and Kenechukwu Eekebe	Charles and Azuka Ibeanu	TBD	Stafford	Texas	TBD	(281) 902-6454
	Mna	Patel	13540 University Blvd #200	Sugar Land	Texas	77479	(281) 778-8767
	Nilesh "Neal" and Jigna	Patel	4845 Texas Boulevard	Texarkana	Texas	75503	(903) 735-9888
*	Jigna	Patel	TBD	Texarkana	Texas	TBD	(501) 240-6554
*	Manuel Martinez	Aras Investment Group Inc. Retirement 401K Plan	25640 Kuykendahl Road Suite A	Tomball	Texas	77375	(346) 336-6390
	John	McNeil	3202 North Navarro Street	Victoria	Texas	77901	(361) 579-7977
	Sandip, Gaurang, Chirag Patel	Jayesh Bhima	922 S 10th Suite 201	Waco	Texas	76706	(254) 235-0448
	Gregory	Smith	1302 S. Main Street	Weatherford	Texas	76086	(817) 550-6248
	Cody	Sommer	1190 Sage Drive, Unit A	Cedar City	Utah	84720	(435) 267-0382
	Cody	Sommer	233 North Airport Road	Cedar City	Utah	84721	(435) 586-1447
*	Cody	Sommer	32 South 1350 West	Hurricane	Utah	84737	(435) 272-1259
	Cody	Sommer	1167 South State Street	Orem	Utah	84097	(801) 225-1293
	Cody	Sommer	1010 East Red Hill Parkway	Saint George	Utah	84770	(435) 656-5508
	Cody	Sommer	1622 West Sunset Boulevard	Saint George	Utah	84770	(435) 986-4474
*	Cody	Sommer	TBD	Salt Lake City	Utah	TBD	(801) 410-7985
	Cody	Sommer	7812 South 1300 East	Sandy	Utah	84094	(801) 568-7061
*	Cody	Sommer	977 W. 400 S Suite 206	Springville	Utah	84663	(385) 248-0500
*	Cody	Sommer	922 E. Brigham Rd. Suite 2A	St. George	Utah	84790	(435) 215-4488
	Woo Choi and Agapito	Dienzo	1556 Potomac Greens Drive	Alexandria	Virginia	22314	(703) 299-8315
	Marcus	Barnett	6552-A Little River Turnpike	Alexandria	Virginia	22312	(703) 354-0940

Mohammad Samir and Katherine Ronckovitz-	Hasan	6424 Landsdowne Centre Suite 32	Alexandria	Virginia	22315	(703) 373-3660
Addisu Tessema, Getu Mokonnen	Getu Beyene	1610 Belle View Boulevard	Alexandria	Virginia	22307	(703) 347-9964
Meenal and Manish	Singh	3811 North Fairfax Drive - Unit B	Arlington	Virginia	22203	(703) 243-2933
Meenal and Manish	Singh	20598 East Hampton Plaza	Ashburn	Virginia	20147	(703) 430-1700
Dennis and Nicole	Drake	43670 Greenway Corporate Drive Suite # 126	Ashburn	Virginia	20147	(571) 291-9089
Jonathan "Jon"	Cash	896 Prices Fork Road	Blacksburg	Virginia	24060	(540) 951-4000
Nimeshkuma	Bhagat	13609 Carrollton Boulevard, Ste. 1	Carrollton	Virginia	23314	(757) 745-7700
Dong Jun and Hae	Chung	14220- B Centreville Square	Centreville	Virginia	20121	(703) 815-1455
Daniel	Hester	4500 Daly Drive	Chantilly	Virginia	20151	(703) 263-2400
Niall	Reid	1954 Rio Hill Center	Charlottesville	Virginia	22901	(434) 975-0333
Jonathan "Jon"	Cash	930 Olympia Drive	Charlottesville	Virginia	22911	(434) 422-8771
Samkit	Patel	237 South Battlefield Boulevard Ste 7	Chesapeake	Virginia	23322	(757) 410-5558
Henry	Truong	1434 Sam's Drive Suite 101	Chesapeake	Virginia	23320	(757) 410-9543
Payal	Shah	1501 Cedar Road #110	Chesapeake	Virginia	23322	(757) 312-0001
Payal	Shah	4105 Chesapeake Square Boulevard, #103	Chesapeake	Virginia	23321	(757) 488-2060
Vimal	Patel	1320 Kempsville Road, Suite 111	Chesapeake	Virginia	23320	(757) 547-3570
Vimal	Patel	1464 Mount Pleasant Road Suite 30	Chesapeake	Virginia	23322	(757) 546-7070
Joshua and Jennifer	Moore	1224 Greenbrier Parkway, Suite #218	Chesapeake	Virginia	23320	(757) 389-7179
Gemini and Urvashi	Patel	12810 Jefferson Davis Highway	Chester	Virginia	23831	(804) 295-5449
Gemini and Urvashi	Patel	6925 Commons Plaza	Chesterfield	Virginia	23832	(804) 717-9060
Gemini and Urvashi	Patel	190 Southgate Square	Colonial Heights	Virginia	23834	(804) 524-9876
Steve	Harwit-Whewell	15315 Creativity Drive	Culpeper	Virginia	22701	(540) 825-8417
Abeer "Abbey" and Maher "Mike"	Abdel-Qader	3978 Fettler Park Drive Building A	Dumfries	Virginia	22025	(703) 291-5097
Do Yong Kim	Paul Robertson	10655 Braddock Road	Fairfax	Virginia	22032	(703) 867-1312
Getu Mokonnen	Getu Beyene	12164 Fairfax Towne Center Suite 107A	Fairfax	Virginia	22033	(703) 272-7007
Shikeba	Ramin	TBD	Fairfax	Virginia	TBD	(989) 980-3216
Do Yong Kim	Paul Robertson	3991 Pickett Street	Fairfax	Virginia	22031	(703) 364-5434
Shikeba	Ramin	6110-A Arlington Boulevard	Falls Church	Virginia	22044	(703) 992-8004
Mohammed Samir	Hasan	1460 Central Park Boulevard	Fredericksburg	Virginia	22401	(540) 785-7025

Abraham and Jacob	Razeq	9913 Southpoint Parkway	Fredericksburg	Virginia	22407	(540) 710-7025
Curtis	Williams	15 South Gateway Drive, Suite 113	Fredericksburg	Virginia	22406	(540) 656-2167
Mohammed Samir	Hasan	TBD	Fredericksburg	Virginia	TBD	(703) 899-6896
Chaudary	Anwarkhan	50 Riverton Commons Plaza, Suite 20	Front Royal	Virginia	22630	(540) 635-3965
Dennis and Nicole	Drake	8069 Stonewall Shops Square	Gainesville	Virginia	20155	(703) 754-0404
Vimal	Patel	11321 C Nuckols Road	Glen Allen	Virginia	23059	(804) 346-5101
Vimal	Patel	9972 Brook Road	Glen Allen	Virginia	23059	(804) 332-5580
Deepal and Shreyansh	Trivedi	106 Coliseum Crossing	Hampton	Virginia	23666	(757) 896-2270
Sanjay	Patel	1040 Settlers Landing Road, Suite E/F	Hampton	Virginia	23663	(757) 722-6290
Corrine	Loan	1011 Port Republic Road	Harrisonburg	Virginia	22801	(540) 217-5575
Corrine and Travis	Loan	43 Linda Lane	Harrisonburg	Virginia	22801	(540) 217-2917
Daniel	Hester	2465 Centreville Road, Ste. J-23	Herndon	Virginia	20171	(703) 793-0116
Abraham	Razeq	16450 Consumer Row	King George	Virginia	22485	(540) 413-1347
Jigneshbhai	Patel	506-A East Market Street	Leesburg	Virginia	20176	(703) 777-1100
Jonathan "Jon" and Tina	Cash	7701 Timberlake Road	Lynchburg	Virginia	24502	(434) 239-8767
Shaheeb Sahidi	Shikeba Ramin	9971 Sowder Village Square	Manassas	Virginia	20109	(703) 330-1399
Dennis and Nicole	Drake	TBD	Manassas	Virginia	TBD	(571) 213-7464
Abeer "Abbey" and Maher "Mike"	Qader	9958 Liberia Ave	Manassas	Virginia	20110	(703) 686-4861
Trung	Tang	8301 Greensboro Drive	McLean	Virginia	22102	(703) 288-4318
Vimal	Patel	7152 Mechanicsville Turnpike	Mechanicsville	Virginia	23111	(804) 569-9707
Gemini and Urvashi	Patel	9363 Atlee Road, Suite 2101	Mechanicsville	Virginia	23116	(804) 730-1764
Brant	Druhot	4501 Commonwealth Centre Parkway	Midlothian	Virginia	23112	(804) 763-2900
George "Roger" and Rebecca	Nicholson	15521 Westchester Commons Way	Midlothian	Virginia	23113	(804) 897-9595
Ernest and Sylvia Jones	Rajesh Kaushal	4191 William Styron Square	Newport News	Virginia	23606	(757) 595-0600
John and Hyang	Boyd	12551 Jefferson Avenue, Suite 211	Newport News	Virginia	23602	(757) 833-6256
Vimal	Patel	12368 Warwick Boulevard A 109	Newport News	Virginia	23606	(757) 240-5458
Vimal	Patel	12300 Jefferson Avenue, Suite 738	Newport News	Virginia	23602	(757) 369-5533
Warren	Thompson	700 Park Avenue Norfolk State University	Norfolk	NT-VA	23504	(757) 823-8342
Payal	Shah	265 Granby Street	Norfolk	Virginia	23510	(757) 624-9400

Roy and Debbie	Perez	742 West 21st Street, Unit #B	Norfolk	Virginia	23517	(757) 622-2002
Nayna	Modi	1153 N. Mililtary Highway	Norfolk	Virginia	23502	(757) 455-5694
Harsha	Amin	3841 East Little Creek Road Suite A	Norfolk	Virginia	23518	(757) 965-5237
Jatin and Shreyansh	Trivedi	7862 Tidewater Drive, Suite 111	Norfolk	Virginia	23505	(757) 531-4950
Fardin	Golzar	2918 Chain Bridge Road	Oakton	Virginia	22124	(703) 496-5535
Rajesh	Kaushal	475 A Wythe Creek Road	Poquoson	Virginia	23662	(757) 659-0297
Bhavin	Patel	4032 Unit B Victory Boulevard	Portsmouth	Virginia	23701	(757) 465-8944
Chuck	Kim	609 East Main Street Suite BB	Purcellville	Virginia	20132	(540) 338-1100
Meenal and Manish	Singh	11684 Plaza America Drive	Reston	Virginia	20190	(703) 796-2233
George "Roger" and Rebecca	Nicholson	11736 West Broad Street, Suite 101	Richmond	Virginia	23233	(804) 364-0281
Gemini and Urvashi	Patel	8207 West Broad Street	Richmond	Virginia	23294	(804) 527-2060
Marion and Anna Lynn	Cabble	929 West Broad Street	Richmond	Virginia	23220	(804) 353-3533
Brant	Druhot	11513 Busy Street	Richmond	Virginia	23236	(804) 377-7230
Reena	Patel	4501 South Laburnum Avenue, Suite 150	Richmond	Virginia	23231	(804) 236-1100
Brant	Druhot	1601 Willow Lawn Drive	Richmond	Virginia	23230	(804) 658-5431
Reena	Patel	7102 Midlothian Turnpike Suite B	Richmond	Virginia	23225	(804) 276-3563
George "Roger" and Rebecca	Nicholson	TBD	Richmond	Virginia	TBD	(304) 739-6936
Jonathan "Jon"	Cash	5002 Cross Road NW	Roanoke	Virginia	24012	(540) 366-2021
Eddie and Rebecca	Maloney	703 Brandon Avenue S.W.	Roanoke	Virginia	24015	(540) 682-2140
Daniel	Hester	24995 Riding Plaza	South Riding	Virginia	20152	(703) 542-6657
Mohamnmad Samir and Katherine Ronckovitz-	Hasan	1465 Stafford Marketplace, Suite 115	Stafford	Virginia	22556	(540) 659-2200
Corrine and Travis	Loan	850 Statler Boulevard Unit 107	Staunton	Virginia	22952	(540) 885-3555
Rumal and Sanjay Patel	Payal Shah	5860 Harbour View Boulevard, Ste A1 A	Suffolk	Virginia	23435	(757) 484-7548
Vimal	Patel	1201 North Main Street, Suite 300	Suffolk	Virginia	23434	(757) 539-7774
Trung	Tang	2672 Avenir Place, Suite O	Vienna	Virginia	22180	(703) 207-4318
Eddie and Rebecca	Maloney	TBD	Vinton	Virginia	TBD	(540) 537-7949
Harsha	Amin	4001 Virginia Beach Boulevard Suite 115	Virginia Beach	Virginia	23452	(757) 200-0500
Scott and Linda	Menkes	1255 Fordham Drive, Suite 107	Virginia Beach	Virginia	23464	(757) 313-7230
Roy Perez	Patrick Finn	401 North Great Neck Road Suite 101	Virginia Beach	Virginia	23454	(757) 313-7350
Joshua and Jennifer	Moore	3813 Princess Anne Road, Suite 125	Virginia Beach	Virginia	23456	(757) 965-2522

Herb	Schriefer	2165 General Booth Boulevard Suite 158	Virginia Beach	Virginia	23454	(757) 430-0144
Indira and Ratilal	Patel	2728 North Mall Drive #113	Virginia Beach	Virginia	23452	(757) 333-6700
Deborah and Shawn	Holt	2865 Lynnhaven Drive, Suite B-1	Virginia Beach	Virginia	23451	(757) 965-6965
Baldev	Gill	4701 Shore Drive, Suite 101	Virginia Beach	Virginia	23455	(757) 460-3350
Leonardo and Mary	Agagas	4312 Holland Road, Ste 105	Virginia Beach	Virginia	23452	(757) 747-1941
Leonardo and Mary	Agagas	2476 Nimmo Parkway, Suite 117	Virginia Beach	Virginia	23456	(757) 430-4433
Tony	Torres	4515 Haygood Road	Virginia Beach	Virginia	23455	(757) 460-7878
Harkirat and Jermanjit	Singh	251 West Lee Highway	Warrenton	Virginia	20186	(540) 428-1818
Corrine and Travis	Loan	TBD	Waynesboro	Virginia	TBD	(540) 560-2378
Rupal and Tarun Shah	Jignesh Patel and Bipin Vyas	4920 / 8 A Monticello Avenue	Williamsburg	Virginia	23188	(757) 229-0600
Rupal and Tarun Shah	Jignesh Patel and Bipin Vyas	6618/C Mooretown Road	Williamsburg	Virginia	23188	(757) 258-0007
Vimal	Patel	TBD	Williamsburg	Virginia	TBD	(757) 870-2002
Rylan	Miller	152 Market Street	Winchester	Virginia	22603	(224) 730-1839
Rylan	Miller	1531 South Pleasant Valley	Winchester	Virginia	22601	(224) 730-1839
Joseph Carroll	Nuatu Tseggai	2966 Prince William Parkway	Woodbridge	Virginia	22192	(703) 910-7188
Abraham	Razeq	2701 Neabsco Common Place Unit #128	Woodbridge	Virginia	22191	(571) 285-4436
Abraham	Razeq	12528 Dillingham Square, Suite 16	Woodbridge	Virginia	22192	(703) 763-3216
Abraham	Razeq	12697 Galveston Court	Woodbridge	Virginia	20112	(571) 399-7656
Heayoung	Yi	2643 George Washington Memorial Highway, Suite 1	Yorktown	Virginia	23693	(757) 867-9004
Vimal	Patel	8135 George Washington Memorial Highway Suite C	Yorktown	Virginia	23692	(757) 327-1001
Mong-Kieu Nguyen	Tai Lam	10445 NE 4th Street, Unit M	Bellevue	Washington	98004	(425) 590-9609
Aaron Brooks	Lynn Wiggins	12954 SE Kent Kangley Road	Kent	Washington	98030	(253) 246-7347
Tyler and Natalie	Dewey	1905 SE 192nd Avenue, Suite 113	Vancouver	Washington	98607	(360) 817-1800
Anthony and Jennifer	Jordan	TBD	Morgantown	West Virgina	TBD	(304) 906-8938
Rylan	Miller	171 Retail Commons Parkway, Suite 9	Martinsburg	West Virginia	25403	(224) 730-1839
Dalton and Joseph	Reuesch	10 College Avenue	Appleton	Wisconsin	54911	(920) 997-1644
Laurie and Brent	Larson	TBD	Green Bay-Appleton	Wisconsin	TBD	(920) 265-4122
James and Michael	Kort	TBD	Milwaukee	Wisconsin	TBD	(586) 219-8388
Nicholas and Kimberly	Stauff	4820 South Moorland Road	New Berlin	Wisconsin	53151	(262) 794-3580
Seth	Jirkowic	1951 8th Street South	Wisconsin Rapids	Wisconsin	54494	(715) 424-1540

***These Franchisees have signed a Multi-Unit Development Addendum.**

LIST OF 58 FRANCHISEES WHO HAD AN OUTLET TERMINATED, CANCELLED, NOT RENEWED, OR OTHERWISE CEASED TO DO BUSINESS DURING THE YEAR ENDED DECEMBER 29, 2019 OR WHO HAVE NOT COMMUNICATED WITH US WITHIN 10 WEEKS OF THE DATE OF THIS DISCLOSURE DOCUMENT.

STATE	NAME(S)	CITY	TELEPHONE NUMBER	TRANSFER	CLOSED	CEASED OPERATIONS - OTHER REASON
Alabama	Matthew Tanner	Tuscaloosa	205-331-4070	1		
Alabama	Nazmi Ozokur	Mobile	251-378-5648	1		
Alabama	Nazmi Ozokur	Mobile	251-634-3454	1		
Arkansas	Jim Clark and Rita White	North Little Rock	501-851-9555	1		
Arkansas	Jason Alley	Jonesboro	870-935-5421		1	
California	Malwinder Sidhu and Parvinder Sidhu	Lake Forest	949-452-0172		1	
California	Craig, Linette and Camille Corbin	Rocklin	916-824-2966		1	
Colorado	Craig LeMieux	Centennial	303-799-4133	1		
Connecticut	Mark Lukachko and David Keller	New Haven	203-691-5428	1		
Florida	Stuart Bell	Naples	239-354-3333	1		
Florida	Stuart and Austin Bell	Naples	239-591-2241	1		
Florida	Stuart and Austin Bell	Naples	239-228-6895	1		
Florida	Amjad Iraqi	St. Petersburg	727-821-3100	1		
Florida	Amjad Iraqi	St. Petersburg	727-821-3100	1		
Florida	Rick Price	Jupiter	561-624-8775	1		
Florida	Mukesh Patel	Port Saint Lucie	772-878-0092	1		
Florida	Barry Curran	Orlando	407-897-8585	1		
Florida	Brandy Heinlein	Gainesville	352-379-9988	1		
Florida	Karina and Jesus Calballero and Cesar Batista	Fort Lauderdale	954-523-2268	1		
Florida	Christopher Albers	Melbourne	321-751-3330		1	
Florida	Jim Welzer and Sandra Ramirez	Plantation	654-451-3444			1
Florida	Bhrijesh Patel	Wellington	561-249-6135			1
Georgia	Padmavati Koganti and Vijayakumar Paturi	Stockbridge	678-289-5454	1		

Georgia	Subhash Pandat	Conyers	770-648-8385	1		
Georgia	Cuyler and Diane Esposito	Sandy Springs	404-907-4729	1		
Georgia	Subhash Pandat	Atlanta	470-305-7678	1		
Illinois	Patrick Bode and Kevin Bartlett	Chicago	312-413-5343		1	
Kentucky	Justin Arnold and Dawn Wientjes	Paducah	270-557-7348	1		
Minnesota	Daryl James	Savage	952-226-1633	1		
New York	Susanne Wanser and Tiffany Wirth	Holbrook	631-714-4070		1	
Nevada	Lincoln Spoor	Las Vegas	702-987-8422		1	
Nevada	Eric Persson	Las Vegas	702-207-1931			1
North Carolina	Darel and Lisa Crumpler	Southern Shores	252-441-9996	1		
North Carolina	Sherman Dye	Cary	919-378-9333	1		
North Carolina	Sherman Dye	Cary	919-977-9506	1		
North Carolina	Sherman Dye	Cary	919-378-9859	1		
North Carolina	Sherman Dye	Cary	919-651-8379	1		
North Carolina	Sherman Dye	Raleigh	919-599-3593	1		
North Carolina	Victor Archie	Greensboro	336-763-2367	1		
North Carolina	Victor Archie	Greensboro	336-763-4492	1		
North Carolina	Victor Archie	High Point	336-803-4643	1		
North Carolina	Darel Crumpler and Lisa Crumpler	Nags Head	252-255-1516		1	
Ohio	Nitesh Patel	Cleveland	216-421-2233		1	
Oklahoma	Nicole and Timothy Smallwood	Tulsa	918-814-8080	1		
Pennsylvania	Jaswinder Singh and Ravinder Rai	Lititz	717-397-1827	1		
Pennsylvania	Shiv Javia	York	717-318-5438	1		
South Carolina	John Wickey	Greenville	864-603-1316		1	
Texas	Manish and Pooja Vij	Houston	281-401-9465	1		
Texas	Harish Jethwa, Jesus Garza, Patrick Sommerville	Lewisville	214-618-0832			1
Virginia	Stephen and Jessica Seminaro	Winchester	540-667-0002	1		
Virginia	Stephen and Jessica Seminaro and Kayla Kennedy f.k.a Kayla Ashton	Winchester	540-773-5731	1		
Virginia	Asokkumar and Falguniben Patel	Glen Allen	804-346-5101	1		

Virginia	Joanne Bennett	Colonial Heights	804-524-9876	1		
Virginia	Pheng "PK" Khov	Ashburn	703-430-1700	1		
Virginia	Chong Kim	Fairfax	703-272-7007	1		
Virginia	Robyn Lyon	Virginia Beach	757-965-6965	1		
Virginia	Jatin Trivedi and Shreyansh Trivedi	Norfolk	757-440-7580			1
West Virginia	Jessica and Stephen Seminaro	Martinsburg	304-264-4445	1		

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

EXHIBIT K TO THE DISCLOSURE DOCUMENT

INFORMATION ABOUT OUR AREA DEVELOPERS

EXHIBIT K
INFORMATION ABOUT OUR AREA DEVELOPERS

AREA DEVELOPER LIST

ARIZONA
Eric Persson 2926 Montessouri Street Las Vegas, NV 89117 702-869-0603 AND Scott Palmateer 13355 S. 186th Avenue Goodyear, AZ 85338 623-302-0269
COLORADO
LD West, Inc. 1028 N. Leroy Street Fenton, MI 48430 (810) 691-9625
FLORIDA
Jack Cleghorn 2115 S. Florida Avenue Lakeland, FL 33803 (863) 559-3649

AREA DEVELOPER INFORMATION

ITEM 2

BUSINESS EXPERIENCE

We have appointed Area Developers in certain geographic areas to refer prospective franchisees to us. We also delegate some of our duties and responsibilities to these Area Developers. The following is information about our Area Developers and certain of their personnel and management.

ARIZONA

Eric Persson and Scott Palmateer – State of Arizona

Eric Persson

Eric Persson has been an Area Developer for the State of Arizona since December 2012. He is also the owner or co-owner of multiple Tropical Smoothie Cafe Restaurants located in Arizona and Nevada. Since November 2018, he has also served as the Chief Executive Officer of Maverick Gaming located in Las Vegas, Nevada. From March 2017 until November 2018, he served as the Chief Operating Officer for Aruze Gaming located in Las Vegas, Nevada. From December 2008 to March 2017, he served as Vice President of Slots and Marketing at the Sands Casino located in Las Vegas, Nevada.

Scott Palmateer

Scott Palmateer has been an Area Developer for the State of Arizona since December 2012. He is also the co-owner of five Tropical Smoothie Cafe Restaurants located in Arizona.

Gregg Kocenko

Gregg Kocenko has been Vice President of Veritasfaythe, Inc. and associated with our Area Developer for the State of Arizona since January 2019. Prior to that, he was the owner of Auction Nirvana located in Wellington, Florida from December 2017 to January 2019. Prior to that, he was Senior Director of Real Estate for Tropical Smoothie Café, LLC located in Atlanta, Georgia from 2011 to 2017.

COLORADO

LD West, Inc.– State of Colorado

LD West, Inc., a Michigan corporation, was formed on March 17, 2016, with its principal place of business at 1028 N. Leroy Street, Fenton, Michigan 48430, and has been our Area Developer for the State of Colorado since March 2020. LD West, Inc. acquired the assets of LeMieux Development Corporation, a Michigan corporation, which was formed on October 29, 2003, with its principal place of business at 1028 N. Leroy Street, Fenton, Michigan 48430, on or around March 31, 2020. LeMieux Development Corporation served as our our Area Developer for the State of Colorado from April 2016 to March 2020.

Craig Lawrence LeMieux: Co-Owner

Craig LeMieux has been a Co-Owner of LD West, Inc. since it was formed. Craig LeMieux has also been a Co-Owner of LeMieux Development Corporation since it was formed. He also is an owner of three Tropical Smoothie Cafe Restaurants located in Michigan, and a co-owner of six Tropical Smoothie Cafe Restaurants located in Michigan and Ohio. From November 2005 to January 2020, he was also the President and Co-Owner of Michigan Franchise Development Corporation, and served as our Area Developer for the State of Michigan excluding Genesee, Ingham and Oakland Counties. He was also our Area Developer for multiple counties in Ohio from July 2008 to January 2020.

Dianne Helen LeMieux: Co-Owner

Dianne LeMieux has been a Co-Owner of LD West, Inc. since it was formed. Dianne LeMieux has also been a Co-Owner of LeMieux Development Corporation since it was formed. She is also an owner of two Tropical Smoothie Cafe Restaurants located in Michigan, and a co-owner of six Tropical Smoothie Cafe Restaurants located in Michigan and Ohio. She was also our Area Developer for multiple counties in Ohio from July 2008 to January 2020.

Kyle LeMieux: Co-Owner

Kyle LeMieux has been a Co-Owner of LD West, Inc. since it was formed. Prior to that, he was Co-Vice President of Operations for LeMieux Development Corporation from February 2015 to February 2020.

Saverea LeMieux: Co-Owner

Saverea LeMieux has been a Co-Owner of LD West, Inc. since it was formed. Prior to that, she was Co-Vice President of Operations for LeMieux Development Corporation from February 2015 to February 2020.

Zachary LeMieux: Co-Owner

Zachary LeMieux has been a Co-Owner of LD West, Inc. since it was formed. Prior to that, he was Co-Vice President of Operations for LeMieux Development Corporation from February 2015 to February 2020.

Kathy (Kasey) Skinner – Vice President of Franchise Development

Kathy Skinner has been Vice President of Franchise Development for LD West, Inc. since January 2020. Prior to that, she was Franchise Support Coordinator for LeMieux Development Corporation from October 2014 to January 2020.

FLORIDA

Thomas (Jack) Cleghorn, Jr. – Polk County, Florida

Jack Cleghorn has been our Area Developer for Polk County, Florida since June 28, 2004. From 1986 to present, he has been the President of Florida Pizza Management, Inc. in Lakeland, Florida. From June 2004 to present, he also has served as the Managing Member of Smoothie Girls, LLC in Lakeland, Florida. He is also an owner of three Tropical Smoothie Cafe Restaurants located in Florida.

ITEM 3
LITIGATION

No litigation is required to be disclosed in this Item for these Area Developers.

ITEM 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item for these Area Developers.

EXHIBIT L TO THE DISCLOSURE DOCUMENT

TROPICAL SMOOTHIE CAFÉ, LLC
FINANCIAL STATEMENTS

Tropical Smoothie Café, LLC and Subsidiary

Consolidated Financial Statements

December 29, 2019 and December 30, 2018

BT BENNETT THRASHER LLP
Better Together

Tropical Smoothie Café, LLC and Subsidiary

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Independent Auditor's Report

To the Board of Directors of
Tropical Smoothie Café, LLC and Subsidiary

We have audited the accompanying consolidated financial statements of Tropical Smoothie Café, LLC and Subsidiary (collectively, the Company), which comprise the consolidated balance sheets as of December 29, 2019 and December 30, 2018, and the related consolidated statements of operations, members' deficit, and cash flows for the fiscal years then ended, and the related notes to the consolidated financial statements.

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

Auditor's Responsibility
Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Tropical Smoothie Café, LLC and Subsidiary as of December 29, 2019 and December 30, 2018, and the results of their operations and their cash flows for the fiscal years then ended in accordance with accounting principles generally accepted in the United States of America.

Change in Accounting Principle
As discussed in Note 1 to the consolidated financial statements, the Company has changed its method of accounting for revenue from contracts with customers in fiscal year 2019 due to the adoption of Topic 606: *Revenue from Contracts with Customers*.

Bennett Thrasher LLP

April 17, 2020

Tropical Smoothie Café, LLC and Subsidiary

Consolidated Balance Sheets
December 29, 2019 and December 30, 2018
(In thousands)

	2019	2018
Assets		
Current assets:		
Cash	$ 9,907	$ 4,330
Restricted cash	5,551	4,458
Accounts receivable	3,971	3,873
Inventory	131	143
Prepaid expenses	2,026	1,813
Current portion of deferred commission expense	417	363
Current portion of notes receivable	23	23
Total current assets	22,026	15,003
Property and equipment, net	2,366	745
Other assets:		
Intangible assets, net	7,313	8,990
Investment in Tin Drum Holding Company, Inc.	506	2,486
Notes receivable	5	-
Notes receivable, related party	1,810	1,760
Deferred commission expense, net of current portion	2,612	959
Other	955	468
Total other assets	13,201	14,663
Total assets	$ 37,593	$ 30,411
Liabilities and Members' Deficit		
Current liabilities:		
Revolving line of credit	$ 1,000	$ 1,000
Current portion of senior credit facility	750	125
Accounts payable and accrued liabilities	6,688	5,445
Local advertising program	-	2,872
Current portion of notes payable	678	845
Current portion of deferred franchise fees	1,616	1,375
Total current liabilities	10,732	11,662
Senior credit facility, net of current portion and unamortized deferred loan costs	47,251	48,344
Notes payable, net of current portion	772	1,450
Deferred franchise fees, net of current portion	13,828	3,533
Other, net	1,452	131
Total liabilities	74,035	65,120
Commitments and contingencies (Note 5)		
Members' deficit	(36,442)	(34,709)
Total liabilities and members' deficit	$ 37,593	$ 30,411

See accompanying notes to the consolidated financial statements.

Tropical Smoothie Café, LLC and Subsidiary

Consolidated Statements of Operations
For the Fiscal Years Ended December 29, 2019 and December 30, 2018
(In thousands)

	2019	2018
Revenues:		
Franchise royalty revenues	$ 34,198	$ 27,875
National advertising fees	13,865	10,839
Local advertising fees	11,546	-
Initial franchise fees	1,725	2,175
Company-operated restaurant sales, net	1,037	990
Miscellaneous revenues	13,503	8,787
Total revenues	75,874	50,666
Cost of revenues and operating expenses:		
Restaurant food, beverage and packaging	402	415
Restaurant labor, occupancy, and other	709	677
Area developer fees	7,905	6,707
National advertising expenses	12,726	10,356
Local advertising expenses	11,181	-
General and administrative expenses	17,964	16,015
Other expenses, net	8,147	3,489
Depreciation and amortization	2,389	2,134
Total cost of revenues and operating expenses	61,423	39,793
Income from operations	14,451	10,873
Other expense:		
Interest expense, net	(4,438)	(2,414)
Impairment of Tin Drum Holding Company, Inc.	(1,902)	-
Equity in (losses) income of Tin Drum Holding Company, Inc.	(78)	14
Total other expense	(6,418)	(2,400)
Net income	$ 8,033	$ 8,473

See accompanying notes to the consolidated financial statements.

Tropical Smoothie Café, LLC and Subsidiary

Consolidated Statements of Members' Deficit
For the Fiscal Years Ended December 29, 2019 and December 30, 2018
(In thousands)

Balance at December 31, 2017	$	(7,248)
Distributions		(35,485)
Equity-based compensation expense		176
Repurchase of member units		(1,964)
Subscription receivable issuance		635
Exercise of options		704
Net income		8,473
Balance at December 30, 2018		(34,709)
Change in accounting principle (Note 1)		(3,942)
Distributions		(6,220)
Equity-based compensation expense		379
Repurchase of member units		(151)
Exercise of options		168
Net income		8,033
Balance at December 29, 2019	$	(36,442)

See accompanying notes to the consolidated financial statements.

Tropical Smoothie Café, LLC and Subsidiary

Consolidated Statements of Cash Flows
For the Fiscal Years Ended December 29, 2019 and December 30, 2018
(In thousands)

	2019	2018
Cash flows from operating activities:		
Net income	$ 8,033	$ 8,473
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	2,389	2,134
Loss on disposal of assets	71	-
Non-cash interest income	(50)	(118)
Non-cash interest expense	327	228
Non-cash rent expense	46	-
Equity-based compensation expense	379	176
Equity in (income) losses of Tin Drum Holding Company, Inc.	78	(14)
Impairment of related party receivables	-	228
Impairment of Tin Drum Holdings Company, Inc.	1,902	-
Change in operating assets and liabilities:		
Accounts receivable	(98)	(1,543)
Inventory	12	21
Prepaid expenses	(213)	(1,440)
Deferred commission expense	(529)	(196)
Related party receivable	-	(136)
Other, net	(569)	(385)
Accounts payable and accrued expenses	736	(30)
Local advertising program	-	492
Deferred franchise fees	2,544	841
Cash provided by operating activities	15,058	8,731
Cash flows from investing activities:		
Acquisition of property and equipment, net of $906 in tenant allowances in 2019	(540)	(333)
Issuance of notes receivable	(27)	(2)
Principal payments on notes receivable	22	30
Investment in Tin Drum Holding Company, Inc.	-	(160)
Re-acquired area development rights	-	(2,918)
Cash used in investing activities	(545)	(3,383)
Cash flows from financing activities:		
Deferred loan costs	(545)	(1,617)
Proceeds from senior credit facility	-	38,282
Proceeds from revolving line of credit	-	1,000
Principal payments on senior credit facility	(250)	(16,500)
Principal payments on notes payable	(845)	(803)
Repurchase of member units	(151)	(1,329)
Proceeds from exercise of options	168	704
Distributions	(6,220)	(23,767)
Cash used in financing activities	(7,843)	(4,030)
Net increase in cash and restricted cash	6,670	1,318
Cash and restricted cash, at beginning of year	8,788	7,470
Cash and restricted cash, at end of year	$ 15,458	$ 8,788
Supplemental disclosure of cash flow information:		
Cash paid during the period for interest	$ 4,188	$ 2,153
Supplemental disclosure of non-cash investing and financing activities:		
Loan payable/deferred consideration for re-acquired area developer rights	$ 369	$ 902
Subscription receivable settlement	$ -	$ 635
Debt proceeds from member distributions	$ -	$ 11,718
Capital expenditures included in accounts payable	$ 507	$ -

See accompanying notes to the consolidated financial statements.

Note 1: Description of Business and Summary of Significant Accounting Policies

Nature of Operations

Tropical Smoothie Café, LLC develops and franchises a system of both traditional and non-traditional fast casual restaurants primarily under the trade name "Tropical Smoothie Cafe®". Traditional restaurants feature dine-in, delivery, and carry-out service. Non-traditional units include express units, which have a more limited menu and operate in non-traditional locations, such as college campuses. The system features a variety of premium quality proprietary real fruit smoothies, specialty sandwiches, gourmet wraps, and salads.

Tropical Smoothie Café, LLC's wholly owned subsidiary, TSC-GA, LLC, operates one restaurant of the type being franchised.

As of December 29, 2019 and December 30, 2018, there were 833 and 718 stores, respectively, in operation by franchisees throughout the United States with a concentration in the southeastern region and one corporate owned location.

Basis of Presentation and Principles of Consolidation

The consolidated financial statements of the Company have been prepared in accordance with generally accepted accounting principles in the United States (GAAP). The consolidated financial statements include the accounts of Tropical Smoothie Café, LLC and its wholly owned subsidiary (collectively, the Company). All intercompany accounts and transactions have been eliminated in consolidation.

Fiscal Year

The Company reports on a 52-53 week year basis which ends on the last Sunday in December. The fiscal years ended December 29, 2019 and December 30, 2018 contained 52 weeks, respectively.

Use of Estimates

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Revenue Recognition

The principal sources of revenue for the Company are royalty fees, franchise fees, and territory sales.

The Company adopted the revenue recognition standards under Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers* (Topic 606) at the beginning of fiscal 2019 using the modified retrospective method. The adoption of these standards did not have an impact on the Company's recognition of revenue from the company-owned restaurant or its recognition of continuing royalty fees from franchisees, which are based on a percentage of restaurant revenues and are recognized in the period the related franchised restaurants' sales occur. Under the Company's franchise agreements, franchisee advertising contributions are required which must be spent on marketing and related activities. Upon adoption of Topic 606, advertising revenues and expenditures are recorded on a gross basis within the consolidated statements of operations. Under the previous guidance, the Company recorded franchise advertising expense net of contributions from franchisees related to the local advertising program. While this change materially impacts the gross amount of reported franchise and license revenue and costs of franchise and license revenue, the impact is generally an offsetting increase to both revenue and expense with a nominal impact on net income.

After opening of a franchised restaurant, franchisee royalty fees of 6% of gross sales, net of discounts, are due to the Company on a weekly basis for each restaurant operated by a franchisee. In area developer territories, 3% of the Company's royalty is paid to the area developer. In addition to weekly royalties, franchisees are required to participate in both national and local advertising programs. The national advertising fee ranges from 2% to 3% depending on the franchise agreement of gross sales, net of discounts, and is recognized as revenue by the Company. The local advertising (co-op) fee is 2% and these amounts are recorded as revenues and are deposited in an account to be used in connection with such local area advertising efforts and is reflected as a component of restricted cash in the accompanying consolidated balance sheets.

The adoption of Topic 606 impacted the Company's accounting for initial fees charged to franchisees. In the past, the Company recognized initial franchise fees when all material services or conditions relating to the sale of the franchise had been substantially performed or satisfied by the Company, which was generally when a new franchise restaurant opened. In accordance with the new guidance, the Company has determined that the initial franchise services are not distinct from the continuing rights or services offered during the term of the franchise agreement and should be treated as a single performance obligation. Therefore, initial fees received from franchisees will be recognized as revenue over the term of each respective franchise agreement, which is typically 15 years. In the event a franchise agreement is terminated, any remaining deferred fees are recognized in the period of termination.

The franchise agreements require the franchisee to pay an initial, non-refundable franchise fee. Initial franchise fees are typically $30 thousand for the franchisee's first franchise location and $20 thousand for each additional location pursuant to the current franchise agreements. When an individual franchise is sold, the Company agrees to provide certain services to the franchisee. Generally, these services include restaurant design and assistance with site location, confidential operating manuals and initial training. At December 29, 2019 and December 30, 2018, there was $15,444 thousand and $4,908 thousand, respectively, in unearned revenues relating to franchises sold, for which the Company must provide future services. Such unearned revenues are included in deferred franchise fees in the accompanying consolidated balance sheets.

Territory sales to area developers are based on the territory purchased, the territory's size and population, and other factors which are included in franchise revenues in the consolidated statements of operations. Under prior guidance, territory sales were recognized when the territory was sold through contractual agreement to area developers. In accordance with Topic 606, such fees are deferred and recognized over the terms of the related franchise agreements pursuant to the development agreements. An area developer acts as a Company sales representative within a defined geographic area to solicit prospective single-unit and multi-unit franchisees and to provide support before, during and after a franchisee begins operations. Area developers receive 50% of the initial franchise fees and 50% of the weekly royalty fees of franchises in their territories. Area developer fees are initially deferred and recognized with the related revenue.

The Company recognizes a transfer fee of the greater of 5% of the total sales price of a franchised restaurant or $10 thousand when the franchised restaurant is sold or otherwise transferred to an unrelated third-party. Area developers receive one-half of the transfer fee for transfers occurring within their territory. Transfer fees are recognized over the life of the related franchise agreement pursuant to Topic 606. Under prior guidance, transfer fees were recognized when incurred.

The Company sells gift cards with no expiration dates. The franchisees recognize income on gift cards when they are redeemed by the customer. The gift card proceeds are pooled and administered by the Company. Funds are transferred to or withdrawn from franchisee bank accounts on a monthly basis by the third-party gift card processor. The Company's third-party gift card processor provides the Company with a handling and license fee related to their administration of the program which totaled $667 thousand and $853 thousand for the fiscal years ended December 29, 2019 and December 30, 2018, respectively, and is included as a component of miscellaneous revenue in the accompanying consolidated statements of operations. The adoption of Topic 606 did not have a material impact on revenue recognition associated with gift cards as the fees earned from the processor approximated breakage, which is to be recognized proportionately as redemptions occur.

The Company negotiates with certain suppliers and manufacturers to receive discounts or rebates on items franchisees must purchase. The rebate programs vary depending on the supplier and the nature of the product. The Company recognizes rebate revenue in the period in which it is earned. Rebate revenue is included as a component of miscellaneous revenue in the accompanying consolidated statements of operations.

Sales by the Company-operated restaurant are recognized at the point of sale to the end customer. The Company presents sales net of sales taxes collected from customers.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash and highly liquid investments that are readily convertible into cash and have a maturity of ninety days or less when purchased. These investments are carried at cost, which approximates fair value. At times, cash and cash equivalent balances may exceed federally insured amounts. The Company mitigates its risks by depositing cash and investing in cash equivalents with major financial institutions. The Company has not experienced any losses in such accounts. The Company had no cash equivalents at December 29, 2019 and December 30, 2018.

Restricted Cash

Restricted cash consists primarily of cash held on behalf of franchisees for local advertising and for escrow franchise fee deposits as required by certain states.

Accounts Receivable

Accounts receivable consist primarily of amounts due from vendors for rebates and from franchisees for royalty sales pursuant to franchise agreements. The Company regularly analyzes its accounts receivable to determine whether any allowance is necessary based on the Company's collection history. The Company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been recorded. If amounts become uncollectible, they will be charged to operations at that time.

Inventory

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

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation. Depreciation of property and equipment is calculated using the straight-line method over the estimated useful lives of the assets. Expenditures for maintenance and repairs are charged against operations when incurred. Estimated useful lives of property and equipment for purposes of computing depreciation are as follows:

Leasehold improvements	Lesser of estimated useful life or life of the lease
Machinery and equipment	3-7 years
Furniture and fixtures	7 years
Computers and software	5 years

Capitalized Software

The Company capitalizes costs associated with internal-use software once a project has established technological feasibility. The establishment of technological feasibility and the ongoing assessment of recoverability of capitalized software development costs requires considerable judgment by management with respect to certain external factors, including, but not limited to, technological feasibility, anticipated future gross revenues, estimated economic life, and changes in software technologies. Such capitalized costs included both internal and external direct costs utilized in developing the software. Once the internal-use software is ready for its intended use, the asset will be amortized on a straight-line basis over the estimated useful life. At December 29, 2019 and December 30, 2018, the Company capitalized $908 thousand and $412 thousand which is included in other assets in the accompanying consolidated balance sheets.

Long-Lived Assets

Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. When indicators of impairment are present, the Company evaluates the carrying amount of such assets in relation to the operating performance and future estimated undiscounted net cash flows expected to be generated by the assets or underlying businesses. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. The assessment of the recoverability of assets will be impacted if estimated future operating cash flows are not achieved. Other than an impairment charge for the Company's investment in Tin Drum Holdings, Inc. totaling $1,902 thousand (Note 7), there were no other impairment losses recognized in fiscal years ending December 29, 2019 and December 30, 2018, respectively.

Intangible Assets

Intangible assets are recorded at cost and consist of trademarks and other marketing-related property and reacquired franchise rights. Trademarks and marketing-related property are amortized over the legal life of the trademark, 15 years. Reacquired franchise rights are amortized over the remaining life of the related franchise agreement.

Deferred Loan Costs

Deferred loan costs relate to the refinancing of the senior credit facility (Note 4) and are being amortized on a straight-line basis over the life of the underlying facility approximating the effective interest method. Deferred loan costs are included as a component of the senior credit facility, in the accompanying consolidated balance sheets and totaled $1,749 thousand and $1,531 thousand, net of accumulated amortization of $387 thousand and $86 thousand, at December 29, 2019 and December 30, 2018, respectively. Amortization expense for deferred loan costs was $327 thousand and $228 thousand for the fiscal years ended December 29, 2019 and December 30, 2018, respectively, and is included as a component of interest expense in the accompanying consolidated statements of operations.

Notes Receivable

The Company has various notes receivables due from franchisees which totaled $28 thousand and $23 thousand at December 29, 2019 and December 30, 2018, respectively. The receivables have varying interest rates from 4.0% to 5.0%. Interest income is recognized when paid and was nominal for the fiscal years ended December 29, 2019 and December 30, 2018, respectively. Aggregate future principal payments on the notes total $23 thousand and $5 thousand for 2020 and 2021, respectively.

The Company regularly analyzes its notes receivable to determine whether any allowance is necessary based on the Company's collection history. The Company considers notes receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been recorded. If amounts become uncollectible, they will be charged to operations at that time.

Deferred Franchise Fees and Commission Expense

Deferred franchise fees consists primarily of initial franchise fees received for which the Company has not substantially performed or satisfied all material services or conditions related to the sale of the franchise. Commission payments associated with initial franchise agreements are deferred and amortized to operating expenses upon recognition of the related franchise fee revenue pursuant to Topic 606.

Advertising

In accordance with the franchise agreement and as noted in the revenue recognition policy, franchisees must pay a national advertising fee typically ranging from 2% to 3% of net sales depending on the franchise agreement. The national advertising fee is used for developing and conducting marketing and advertising for the Tropical Smoothie Café system. The Company's total advertising expenses, including national and local advertising expenses as a result of Topic 606, totaled $25,140 thousand and $11,340 thousand for the fiscal years ended December 29, 2019 and December 30, 2018, respectively, and are included within national advertising expenses, local advertising expenses, and general and administrative expenses in the accompanying consolidated statements of operations. Advertising costs are expensed as incurred.

Equity-Based Compensation

The Company accounts for the issuance of equity instruments to employees in accordance with accounting standards for share-based payments which require companies to recognize in the statement of operations the fair value of stock awards issued over the requisite service period. Management estimates the fair value of the equity issued on the date of grant.

The fair value of the stock awards is determined on the grant date using the Black-Scholes option pricing model. Expected volatility is based on the average historical volatility of similarly structured restaurant companies. The expected term of the options granted represents the period of time that the options are expected to be outstanding. The Company used the simplified method to estimate the expected term of the options. The risk-free rate is based on U.S. Treasury yields in effect at the time of the grant for the expected term of the options.

Assumptions for the grants issued in 2019 and 2018 are as follows:

	2019	2018
Risk-free interest rate	1.85%	2.63%
Volatility factor (average)	44%	40%
Dividend yield	0%	0%
Expected life (years)	7	7

Income Taxes

Under the provisions of the Internal Revenue Code and applicable state laws, the Company is not directly subject to income taxes since the Company's profits and losses are allocated to, and are reported on, the individual members' tax returns. Therefore, no provision or liability for income taxes has been included in the accompanying consolidated financial statements.

The Company applies the provisions of accounting standards for income taxes. These standards require that a tax position be recognized or derecognized based on a 'more-likely-than-not' threshold. This applies to positions taken or expected to be taken in a tax return. The Company does not believe its consolidated financial statements include any material uncertain tax positions. There have been no penalties or interest incurred by the Company during the fiscal years ended December 29, 2019 and December 30, 2018. The Company is no longer subject to Federal and state income tax examinations by tax authorities for years prior to 2016.

Reclassifications

Certain prior year amounts have been reclassified to conform to current year presentation. These reclassifications had no effect on previously reported consolidated results of operations or members' equity.

New Accounting Pronouncements

Revenue:

Effective December 31, 2018, the first day of fiscal 2019, the Company adopted Topic 606 and all subsequent ASUs that modified Topic 606. The new guidance clarifies the principles used to recognize revenue for all entities and requires a company to recognize revenue when it transfers goods or services to a customer in an amount that reflects the consideration to which a company expects to be entitled. The Company elected to apply the modified retrospective method of adoption to those contracts which were not completed as of December 31, 2018. In doing so, the Company applied the practical expedient to aggregate all contract modifications that occurred before December 31, 2018 in determining the satisfied and unsatisfied performance obligations, the transaction price and the allocation of the transaction price to the satisfied and unsatisfied performance obligations. Results for reporting periods beginning after December 31, 2018 are presented under Topic 606. Prior period amounts are not adjusted and continue to be reported in accordance with our historical accounting under Topic 605, *Revenue Recognition*. The Company's transition to Topic 606 represents a change in accounting principle.

An adjustment to beginning retained earnings and a corresponding net contract liability of $3,942 thousand was established on the date of adoption, at the beginning of fiscal 2019, associated primarily with the initial fees received through December 30, 2018 that would have been deferred and recognized over the term of each respective franchise agreement if the new guidance had been applied in the past. The opening adjustment also includes the impact of deferred commissions related to the franchise agreements as well as the net liability associated with the local marketing fund which is now consolidated into the accompanying consolidated financial statements.

The cumulative effects of the changes made to the Company's Consolidated Balance Sheet as of December 31, 2018 for the adoption of ASC 606 were as follows (in thousands):

	Balance at December 30, 2018	Adjustments Due to Topic 606	Balance at December 31, 2018
Assets:			
Deferred commission expense	$ 1,322	$ 1,178	$ 2,500
Liabilities and members' deficit:			
Local advertising program	2,872	(2,872)	-
Deferred revenue	4,908	7,992	12,900
Members' deficit	(34,709)	(3,942)	(38,651)

In accordance with the new revenue standard requirements, the impact of adoption on the Company's consolidated statement of operations for 2019 and consolidated balance sheet as of December 29, 2019 was as follows (in thousands):

	As Reported	Balances without Topic 606	Effect of Change Higher/(Lower)
Revenues:			
Initial franchise fees	$ 1,725	$ 2,947	$ (1,222)
Local advertising fees	11,546	-	11,546
Expenses:			
General and administrative expenses	17,964	18,206	(242)
Area developer fees	7,905	7,720	185
Local advertising expenses	11,181	-	11,181
Income from operations			(800)
Assets:			
Deferred commission expense	3,029	1,609	1,420
Liabilities and members' deficit:			
Local advertising program	-	3,236	(3,236)
Deferred revenue	15,444	6,044	9,400
Members' deficit	(36,442)	(33,300)	(3,142)

In February 2016, the FASB issued ASU 2016-02, *Leases*. ASU 2016-02 requires that lease arrangements longer than 12 months result in an entity recognizing an asset and liability. The updated guidance is effective for annual periods beginning after December 15, 2020, and early adoption is permitted. The Company is currently evaluating the impact of the updated guidance on the consolidated financial statements.

In November 2016, the FASB issued ASU 2016-18, Statement of Cash Flows (Topic 230): *Restricted Cash*. ASU 2016-18 enhances and clarifies the guidance on the classification and presentation of restricted cash in the statement of cash flows. The revised standard is effective for all entities beginning after December 15, 2018, and early adoption is permitted. The Company has applied the guidance in the accompanying consolidated financial statements which did not result in a material impact.

Note 2: Property and Equipment

Property and equipment consist of the following as of December 29, 2019 and December 30, 2018:

(in thousands)	2019	2018
Leasehold improvements	$ 2,022	$ 250
Machinery and equipment	309	330
Furniture and fixtures	176	250
Computers and software	823	670
	3,330	1,500
Accumulated depreciation	(964)	(755)
	$ 2,366	$ 745

Depreciation expense for the fiscal years ended December 29, 2019 and December 30, 2018 totaled $343 thousand and $228 thousand, respectively.

Note 3: Intangible Assets

Intangible assets consist of the following as of December 29, 2019 and December 30, 2018:

(in thousands)	Estimated life	2019	2018
Trademarks and other marketing-related property	15 years	$ 135	$ 135
Reacquired franchise rights	Various	15,356	14,987
Accumulated amortization		(8,178)	(6,132)
		$ 7,313	$ 8,990

Amortization expense related to intangible assets was $2,046 thousand and $1,906 thousand for the fiscal years ended December 29, 2019 and December 30, 2018, respectively.

Estimated future amortization expense is as follows:

(in thousands) Fiscal year	
2020	$ 1,083
2021	1,060
2022	1,009
2023	985
2024	954
Thereafter	2,222
	$ 7,313

Note 4: Debt

Notes Payable

A summary of notes payable as of December 29, 2019 and December 30, 2018 is as follows:

(in thousands)	2019	2018
Note payable to former area developer. The note provides for monthly principal and interest payments of $23 thousand and bears a fixed rate of interest of 8%. The note matured on July 1, 2019.	$ -	$ 137
Note payable to former area developer. The note provides for monthly principal and interest payments of $13 thousand and bears a fixed rate of interest of 8%. The note matured on October 1, 2019.	-	102
Note payable to former area developer. The note provides for monthly principal and interest payments of $35 thousand and bears a fixed rate of interest of 6%. The note matures on March 1, 2022 and is unsecured.	877	1,200
Note payable to former area developer. The note provides for monthly principal and interest payments of $14 thousand and bears a fixed rate of interest of 6%. The note matures on September 1, 2021 and is unsecured.	273	406
Note payable to former area developer. The note provides for yearly principal payments of $150 thousand. The note matures on May 11, 2021 and is unsecured.	300	450
Total notes payable	1,450	2,295
Less current portion	(678)	(845)
Notes payable, net of current portion	$ 772	$ 1,450

Aggregate future principal payments are as follows at December 29, 2019:

(in thousands) Fiscal year	
2020	$ 678
2021	669
2022	103
	$ 1,450

Senior Credit Facility

On September 24, 2018, the Company completed a recapitalization through a senior credit facility (the Facility) which included participation by a related party. The proceeds from the Facility were used to repay in full the existing senior credit facility, pay distributions to members, and to partially fund working capital. The Facility consists of a $50,000 thousand term loan and $3,500 thousand revolving line of credit (Revolver). At December 29, 2019 and December 30, 2018, outstanding borrowings totaled $48,001 thousand and $48,469 thousand, respectively, under the term loan, net of unamortized deferred loan costs of $1,749 and $1,531 thousand, respectively. Under the Revolver, $1,000 thousand was outstanding at December 29, 2019 and December 30, 2018, respectively. The Facility is collateralized by substantially all assets of the Company.

The term loan requires quarterly interest-only payments, which accrue at a variable rate of LIBOR plus 5.5% per annum for the first twelve months. Beginning in September 2019, the Facility requires principal payments ranging from $125 thousand to $875 thousand through the maturity date of December 2023 at which time all unpaid principal and interest are due. The Facility allows for voluntary prepayments of not less than $250 thousand without penalty after the first twelve months, while mandatory prepayments may be required upon the occurrence of certain events, as defined, as a result of excess cash flow. No mandatory prepayments on either loans were required during 2019 or 2018 and through the date the financial statements were available for issuance.

The Revolver allows for borrowings up to $3,500 thousand in principal amounts of at least $500 thousand, and in multiples of $100 thousand in excess thereof. The Company may request a reduction in the Revolver of not less than $250 thousand, and in multiples of $100 thousand in excess thereof, subject to certain restrictions, as defined. The Company may make voluntary prepayments of not less than $250 thousand, while mandatory prepayments may be required upon the occurrence of certain events, as defined, as a result of excess cash flow. All unpaid principal and interest due in full in September 2023 and $2,500 thousand is available under the Revolver at December 29, 2019. Outstanding borrowings bear interest, which is paid quarterly, based on the type of loan selected and such rates are generally based on a standard market index plus a spread, which was LIBOR plus 5.5% at December 29, 2019. The Company is also subject to an unused Revolver commitment fee of 0.50%, subject to certain conditions, as defined.

On December 18, 2019, the Facility was amended to establish a Delayed Demand Term Loan Facility (“DDTL”), as defined, in an aggregate principal amount of up to $50 million. The facility will be used to reacquire franchise rights from current area developers. The DDTL requires interest only payments, which accrue at a variable rate of LIBOR plus 5.5% per annum for the DDTL funding period which ends at the earlier of June 18, 2021 or at which time the DDTL is fully utilized (the “DDTL funding period”). Following the DDTL funding period, quarterly principal payments are due ranging from 0.50% to 1.75% of the then outstanding DDTL loans through the maturity date of December 2023 at which time all unpaid principal and interest are due. There were no amounts outstanding under the DDTL facility as of December 29, 2019. In February 2020, the DDTL facility was expanded to $66 million (Note 11).

The Company’s existing senior credit facility totaled $18,000 thousand and was solely with a related party member. At December 31, 2017, $16,358 thousand was outstanding under the existing senior credit facility, net of deferred loan costs of $142 thousand. The existing senior credit facility bore interest at 7.5% per annum and required quarterly interest-only payments through October 2016; at which time the Company was required to make quarterly principal payments ranging from $250 thousand to $1,000 thousand. Additionally, the Company was required to pay a monthly agent and consulting fee, which equaled 1% of the outstanding balance of the existing senior credit facility and was included as a component of interest expense. The existing senior credit facility was collateralized by substantially all assets of the Company and was refinanced in 2018 as part of the Company’s Senior Credit Facility.

Aggregate future principal payments are as follows at December 29, 2019:

(in thousands) Fiscal year	
2020	$ 750
2021	1,750
2022	2,563
2023	45,687
	$ 50,750

The Company is required to adhere to certain financial and non-financial covenants. As of December 29, 2019, the Company was in compliance with such covenants.

Note 5: Commitments and Contingencies

Litigation

In August 2016, the Company learned of allegations that certain consumers in the Virginia area had been diagnosed with hepatitis A after consuming strawberries at various franchised cafés. The Company was named as a co-defendant in pending lawsuits for personal injuries stemming from the hepatitis A outbreak, and retained counsel to defend the Company against those allegations. The Company's general liability insurance carrier has been covering the Company's defense costs pursuant to a reservation of rights. All of the personal injury claims in the lawsuits were consolidated into one legal proceeding, and were subsequently settled with funds from another co-defendant without any contribution from the Company. The only remaining claims in the consolidated proceeding are crossclaims among certain defendants related to attorneys' fees, which the Company expects to similarly be resolved without contribution from the Company.

The Company does not anticipate these matters will have a material adverse effect on the Company's financial position or results of operations.

The Company from time to time may be involved in various legal claims, actions, and complaints, generally arising out of the normal course of business. Although it is difficult to predict the ultimate outcome of any potential or threatened litigation, management believes that any ultimate liability will not materially affect the consolidated financial position or consolidated results of operations of the Company.

Operating Leases

The Company leases office and restaurant space under non-cancelable agreements accounted for as operating leases. The leases generally require the Company pay taxes, maintenance and insurance.

Future minimum rental payments under non-cancelable operating leases (with initial or remaining lease terms in excess of one year) were as follows as of December 29, 2019:

(in thousands) Fiscal year	
2020	$ 638
2021	691
2022	821
2023	826
2024	792
Thereafter	4,020
	$ 7,788

The Company recognizes rent expense on a straight-line basis over the expected lease term. Differences between amounts paid and amounts expensed are recorded as deferred rent. Deferred rent totaled $1,093 thousand and $131 thousand at December 29, 2019 and December 30, 2018, respectively, and is included as a component of other liabilities in the accompanying consolidated balance sheets.

Rent expense was $592 thousand and $459 thousand for the fiscal years ended December 29, 2019 and December 30, 2018, respectively, and is included as a component of general and administrative expenses in the accompanying consolidated statements of operations.

Guarantees of Indebtedness

During 2013, a certain member began offering a Franchise Finance Program to area developers and franchisees for which the Company provides a conditional guarantee. The contingent obligations are "last loss" guarantees requiring the related party lender to exhaust all remedies against (i) the applicable borrower, (ii) all collateral securing the loan and (iii) any other guarantor of the loan, including the applicable area developer. At December 29, 2019 and December 30, 2018, the Company had pledged conditional guarantees totaling $913 thousand and $1,155 thousand, respectively, and determined the fair value of the contingent obligation was nominal.

Note 6: Members' Equity

Member Units

At December 29, 2019, the authorized equity capital of the Company consisted of 12,000 thousand Common A Units and 1,039 thousand Common B Units of which approximately 9,877 thousand Common A Units and approximately 498 thousand Common B Units are issued and outstanding as of December 29, 2019. The units have a stated value equal to the amount originally contributed. Common A Unit members shall be entitled to a number of votes equal to their respective percentage interest with respect to all matters on which members are entitled to vote, as defined. Common B Unit members do not have voting rights. The units have transfer restrictions limiting their sale or transfer. Profit and losses are allocated in accordance with respective unit ownership percentages. Cash distributions are allocated in accordance with the requirements for the allocation of profits subject to certain limitations, as defined.

Subscription Receivable

During 2017, the Company recharacterized a $635 thousand note receivable from a member as a subscription receivable, given the member's intention related to such note and the underlying terms of the agreement. This note was a full recourse promissory note, which bore interest at a rate of 1.72% and was collateralized by the units issued. Interest only was payable quarterly and the note was settled in 2018.

Note 7: Equity Method Investment in Tin Drum Holding Company, Inc.

In December 2014, the Company purchased approximately 2,360 thousand shares of Tin Drum Holding Company, Inc. (TDHC) Series C Preferred Stock at a purchase price of $1.0591 per share, resulting in a total cost of $2,500 thousand and an approximate 20% ownership interest in TDHC. During 2017, the Company purchased approximately 2,166 thousand shares of TDHC Series D Preferred Stock at a purchase price of $0.3878 per share, resulting in a total cost of $840 thousand and an increase in approximate ownership interest in TDHC to 34.5% at December 30, 2018. In January 2018, the Company purchased approximately 413 thousand shares of TDHC Series D Preferred Stock at a purchase price of $0.3878 per share, resulting in a total cost of $160 thousand and an increase in approximate ownership interest in TDHC to 36.5%. In November 2018, TDHC issued additional units for total consideration of $1,000 thousand which the Company did not participate and thus ownership was diluted to 23.6%. The Company is related to TDHC through common ownership. In accordance with FASB Accounting Standards Codification (ASC) 323, *Investments – Equity Method and Joint Ventures*, the Company accounts for the investment under the equity method of accounting, due to the Company having significant influence, but not control, of TDHC.

For the fiscal year ended December 29, 2019, the Company's proportionate share of TDHC's net loss totaled $78 thousand and for the fiscal year ended December 30, 2018, the Company's proportionate share of TDHC's net income totaled $14 thousand. Such income and losses are presented as equity in income (losses) of Tin Drum Holding Company, Inc. in the accompanying consolidated statements of operations. During 2019, the Company recognized an impairment charge of $1,902 thousand related to the investment. At December 29, 2019 and December 30, 2018, the Company's equity in TDHC totaled $506 thousand and $2,486 thousand, respectively, and is included in the accompanying consolidated balance sheets.

Summarized financial information for TDHC as of and for the fiscal years ended December 29, 2019 and December 30, 2018 is as follows:

(in thousands)	2019	2018
Assets	$ 1,282	$ 1,747
Liabilities	2,368	2,501
Net deficit	$ (1,086)	$ (754)
Revenues	$ 3,638	$ 3,878
Cost of sales	911	1,042
Operating expenses, net	3,107	2,776
Net (loss) income	$ (380)	$ 60

Note 8: Equity-Based Compensation

In May 2013, the Company established an incentive compensation plan (the 2013 Equity Incentive Plan or the Plan). The Plan provides for the grant of options to certain employees, Board members, advisors and other service providers of the Company who are selected by the Committee to be the recipient of such grants. The Board authorized 1,000 thousand Series B Common Unit options for issuance under the Plan. The terms of any such grant of an equity incentive shall be determined on a case by case basis by the Board pursuant to any plan adopted by the Board.

The following table summarizes equity-based compensation activity for the fiscal year ended December 29, 2019:

	(in thousands) Options	Weighted Average Exercise Price per Unit
Outstanding, December 30, 2018	323	$ 4.66
Granted	355	6.92
Exercised	(78)	3.86
Forfeited/canceled	(71)	4.85
Outstanding, December 29, 2019	529	$ 6.13

	(in thousands) Nonvested Options	Weighted Average Fair Value
Nonvested options, December 30, 2018	296	$ 0.56
Granted	355	3.21
Vested	(77)	1.55
Forfeited/canceled	(71)	1.80
Nonvested options, outstanding, December 29, 2019	503	$ 3.88

The fair value of options granted during the fiscal years ended December 29, 2019 and December 30, 2018 was $1,140 thousand and $233 thousand, respectively. The Company recorded equity-based compensation expense of $379 thousand and $176 thousand related to the granted options for the fiscal years ended December 29, 2019 and December 30, 2018, respectively. As of December 29, 2019, there was $980 thousand of total unrecognized compensation costs related to such options, and the costs are expected to be recognized over a weighted average period of 3.10 years. At December 29, 2019, there were approximately 23 thousand of vested options pursuant to the Company's compensation arrangement which have a remaining life of 6.06 years. Options outstanding at December 29, 2019 have a weighted average remaining contractual life of 8.65 years.

Note 9: Related Party Transactions

On May 20, 2015, the Company entered into a management and various consulting agreements with certain related parties which continue through December 31, 2021 and automatically renew thereafter for one-year terms until terminated by the Company or the related parties. For the fiscal years ended December 29, 2019 and December 30, 2018, fees related to such arrangements totaled $1,431 thousand and $1,291 thousand, respectively, and are included as a component of other expense in the accompanying consolidated statements of operations.

On August 16, 2012, the Company assumed an annual consulting agreement with a related party which is renewable annually. For the fiscal years ended December 29, 2019 and December 30, 2018, consulting fees related to this agreement were $141 thousand and $137 thousand, respectively.

As discussed in Note 7, the Company is related to TDHC through common ownership. The Company historically paid certain costs on behalf of TDHC and had uncollateralized receivables due from TDHC of $347 thousand at December 31, 2017. During 2017, the Company established a reserve against the outstanding balance totaling $315 thousand at December 31, 2017. Receivables from TDHC are settled from time to time and do not bear interest. The remaining receivable due from TDHC was written off in 2018.

In December 2015, the Company entered into a senior credit agreement with TDHC, which provided for aggregate borrowings of up to $1,167 thousand, which bore interest at 10% per annum. In November 2018, the senior credit agreement was amended and restated to consolidate all outstanding principal and accrued interest, inclusive of certain previously uncollateralized related party receivables, into two notes receivable totaling $1,749 thousand, which is comprised of a $1,484 thousand loan ("First TSC Loan") and $265 thousand ("Second TSC Loan") loan, as defined. Outstanding borrowings totaled $1,810 thousand and $1,760, inclusive of $50 thousand and $11 thousand of accrued interest, at December 29, 2019 and December 30, 2018, respectively and bear interest at 2.83% per annum. All principal and accrued interest are due at maturity with the First TSC Loan maturing on December 21, 2024 and the Second TSC Loan maturing on November 8, 2027. Interest income on the notes receivable totaled $51 thousand and $108 thousand for the fiscal years ended December 29, 2019 and December 30, 2018, respectively. Borrowings on the senior credit agreement are secured by substantially all assets of TDHC.

As discussed in Note 4, the Company completed a recapitalization, which included a related party syndicate to the Company's senior credit facility. The Company pays a management fee equal to 1% per annum of the aggregate principal amount to the related party. For the fiscal years ended December 29, 2019 and December 30, 2018, management fees related to this agreement were $509 thousand and $137 thousand, respectively, which is included as a component of other expense in the accompanying consolidated statements of operations.

Note 10: Employee Benefit Plan

The Company has a defined contribution plan which covers all employees who are 21 years of age or older and have completed three months of service. The plan also provides for employer discretionary contributions. The Company made discretionary contributions of $332 thousand and $282 thousand for the fiscal years ended December 29, 2019 and December 30, 2018, respectively.

Note 11: Subsequent Events

COVID-19 Disruption

In March 2020, the World Health Organization officially designated COVID-19 as a pandemic, and as a result, businesses across the world have had to take steps to protect their employees and employees of franchisees with whom they do business. The associated business disruption has ranged from limited to significant, depending on the nature of the business being impacted. Management believes the primary impact to its business is the potential instability of the franchise system resulting from the required modified operating hours and store restrictions. The resulting decreased revenues for all of the stores in the system will have a significant impact of the ability of franchisees to continue to operate profitably for some period of time. This will impact the Company's royalty revenue stream and also could cause some franchisees to be unable to pay even the reduced royalty obligations. In addition, there will continue to be varying levels of disruption in the workforce, the supply chain, and the overall economy, which can indirectly affect the Company and its franchisees in business matters including working capital, continued availability of credit, and overall traffic to the stores. While the disruption is currently expected to be temporary, there is uncertainty around the duration. While the Company expects this matter to negatively impact results, the related impact to the Company's financial position, results of operations, and cash flows cannot be reasonably estimated at this time. There have been no adjustments to these financial statements related to these matters.

In March 2020, the Company settled its outstanding economic loss claims against the agricultural production and processing company, the import company and other parties in the supply chain associated with the 2016 hepatis A outbreak after guests consumed strawberries at various franchised cafes in the Virginia area (see Note 5: Commitments and Contingencies). The Company received $6.5 million under the confidential terms of the mutual release agreement between the parties. From the proceeds, the Company paid approximately $2.1 million to impacted franchisees under its 2017 release agreement.

In January and February 2020, the Company completed the purchase of several Area Developer Agreements totaling approximately $65.7 million. The repurchases were financed through the Company's Delayed Demand Term Loan Facility which required amendment in February 2020 to increase the total borrowing capacity to $66.0 million, as defined (Note 4).

The Company has evaluated for all other subsequent events between the consolidated balance sheet date of December 29, 2019 and the report date, the date the consolidated financial statements were available for issuance, and has concluded that all subsequent events requiring recognition or disclosure have been incorporated into these consolidated financial statements.

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EXHIBIT M-1 TO THE DISCLOSURE DOCUMENT

OLO ONLINE ORDERING SERVICES AGREEMENT

AUTHORIZED OPERATOR AGREEMENT (FORM)

This Authorized Operator Agreement (the "Agreement"), effective as of _____ (the "Effective Date"), is made by and between Mobo Systems, Inc., a Delaware corporation with a business address at 26 Broadway, 24th Floor, New York, New York 10004 ("Olo") and _____ a _____ with a business address at _____ ("Operator").

RECITALS

WHEREAS, Operator is an authorized franchisee of Tropical Smoothie Café, LLC ("Customer");

WHEREAS, Customer has entered into an agreement ("Master Services Agreement") with Olo, whereby Olo shall exclusively provide white label (retailer-branded) digital ordering, payment and loyalty solutions to Customer and shall also provide white label (retailer-branded) digital ordering, payment and loyalty solutions to and its franchisees; and

WHEREAS, Operator desires to use the Licensed Applications made available to Customer pursuant to the Master Services Agreement, and Olo desires to make available such Licensed Applications for use by Operator, all pursuant to the terms and conditions of this Agreement. For purposes of this Agreement, the "Licensed Applications" means the specific web-based and mobile ordering products and services made available to Customer under the Master Services Agreement and correspondingly to Operator under this Agreement ("Licensed Applications").

NOW, THEREFORE, the parties agree as follows:

1. Fees and Expenses; Payment Obligations

Olo's fees for the use of the Licensed Applications are set forth below. Olo shall invoice the Operator for the fees payable under this Agreement once a month for the prior month. Olo will automatically withdraw funds from the Operator through an Electronic Funds Transfer (EFT) transaction from an account designated by Operator within the first five (5) business days of the month for the previous month's fees. Operator acknowledges that it shall be solely responsible to Olo for the fees specified herein, and that Customer shall have no responsibility or obligation to Olo for such fees.

Monthly Program Fee	*Monthly recurring fee, per active location (includes Account Management, menu and pricing updates).*
	$55 per Store, per month.
Store Transfer Fee	*Applied when new Operator takes over store location.*
	$50 per location
Applicable Taxes	*All Olo fees are subject to applicable sales tax.*

2. License; Intellectual Property Rights

a. License.

i. Subject to the terms and conditions of the Agreement, Olo hereby grants to Operator, during the Term (as defined herein), a non-exclusive, non-sub licensable, non-transferable license to access and use for itself and its customers the Licensed Applications in the United States. Operator shall not (i) assign this Agreement to any third party (it being understood that any such assignment shall be void ab initio); and (ii) transfer or sell the Licensed Applications (it being understood that Operator may permit its customers to access the Licensed Applications solely for the expressed purpose of this Agreement). A breach of the obligations set forth in this Section 2 by Operator shall constitute a material breach of this Agreement by Operator. Updates to the Licensed Applications shall be made in the sole discretion of Customer, as negotiated with Olo.

ii. Olo hereby grants to Operator a limited, non-exclusive license to use Olo promotional materials and Olo trademarks and logos for the marketing and promotional purposes in connection with the Licensed Applications, including as directed by Customer. Operator shall not be permitted to alter or modify any Olo trademarks or logos. All other use of Olo trademarks and logos shall be subject to the prior approval of Olo. Operator shall not use any Olo promotional materials or Olo trademarks or logos in any way that suggests or implies that Olo endorses Operator's or Customer's products or services. All use of Olo trademarks and logos, and all goodwill derived from such use, shall inure to Olo.

iii. During the Term (as defined herein), the Licensed Applications will be operational and available to Operator and its customers in the manner contemplated by this Agreement.

b. Intellectual Property Rights.

i. As between Operator and Olo, Operator hereby acknowledges and agrees that Olo owns all right, title and interest, including all copyrights and other intellectual property and proprietary rights, in and to the Licensed Applications, all custom developed documents, designs, computer programs, computer systems, computer documentation and other work product authored or prepared by Olo upon the request of Customer pursuant to the Master Services Agreement.

ii. Nothing herein shall alter any agreement between Customer and Operator concerning the ownership or use of Customer intellectual property other than the Licensed Applications, including without limitation Customer trademarks or logos.

3. Confidential Information

The parties acknowledge and agree that in the course of fulfilling their obligations hereunder, each party may have access to information of material of the other party that is commercially valuable to both companies and not generally known in the industry (as further described below, "Confidential Information"). During and after the term of this Agreement, each party agrees not to: (a) disclose Confidential Information of the other party to any person other than its employees, agents or independent contractors who have a need to know the same in connection with performance of this Agreement, and who are under obligations

of confidentiality substantially similar to this Section 5; or (b) use the Confidential Information of the other party for any purpose other than performing its obligations under this Agreement. Confidential Information includes, but is not limited to: (i) any and all versions of proprietary computer software and any documentation related thereto; (ii) technical information concerning products and services, including product data and specifications including, but not limited to, the integration specifications, know-how, formulae, diagrams, flow charts, drawings, hardware configuration information, source code, object code, test results, processes, inventions, research projects and product development; (iii) any and all version of any designs, patents, trademarks, or copyrightable works, discoveries, formulae, processes, manufacturing techniques, trade secrets, inventions, improvements, ideas, business plans; (iv) information concerning each party's business plans or strategies, pricing or menu information, and markets and marketing methods; (v) information submitted by each party's customers, suppliers, employees, or business partners for study, evaluation or use; or (vi) any other information not generally known to the public or by actual or potential competitors of either party.

Each party agrees to treat the other party's Confidential Information in the same manner as it treats its own Confidential Information, to take reasonable security precautions to safeguard the other party's Confidential Information from theft or from access by unauthorized persons, to not use the other party's Confidential Information in any way detrimental to such party, and to not, directly or indirectly, disclose or divulge the other party's Confidential Information to any third party without the prior written consent of the other party.

The receiving party shall have no obligation with respect to Confidential Information of the other party that: (i) is or becomes publicly known through no wrongful act, fault or negligence of the receiving party; (ii) was disclosed to the receiving party by a third party who was free of obligations of confidentiality to the party providing the information; (iii) is approved for release by prior written authorization of the other party; or (iv) is publicly disclosed pursuant to a subpoena, court order, requirement or request of a governmental agency, or where such disclosure is required by operation of law.

In no event may this Agreement be reproduced or copies shown to any third parties without the prior written consent of the other party, except as may be necessary by reason of legal, accounting, tax or regulatory requirements, in which event Olo and Customer agree to exercise reasonable diligence in limiting such disclosure to the minimum necessary under the particular circumstances. The parties further agree that where this Agreement or their respective contents have to be disclosed to any regulatory or statutory body, then the parties shall use their commercially reasonable efforts to seek undertakings from such regulatory or statutory body to prevent the disclosure of this Agreement or their respective contents into the public domain.

In addition, each party shall give notice to the other party of any demands to disclose or provide Confidential Information received from any third party under lawful process prior to disclosing or furnishing Confidential Information, and shall cooperate in seeking reasonable protective arrangements requested by the other party. Either party may disclose or provide Confidential Information of the other party requested by a government agency having jurisdiction over the party; provided that the party uses its commercially reasonable efforts to obtain protective arrangements satisfactory to the party owning the Confidential Information. The party owning the Confidential Information may not unreasonably withhold approval of protective arrangements.

The receiving party shall notify the disclosing party immediately upon becoming aware of any actual or suspected breach of the security of disclosing party's Confidential Information. A breach of security refers to any known or suspected breach or default in the confidentiality, integrity, accuracy, security or privacy of disclosing party's Confidential Information.

If a party uses or discloses or attempts to use or disclose any of the Confidential Information in contravention of this Agreement, then in addition to other available remedies, the party who owns the Confidential Information shall have the right to injunctive relief enjoining any such use, disclosure or attempt to use or disclose, it being acknowledged that legal remedies are inadequate.

4. User Data

For purposes of this Agreement, "Application Data" means all data transmitted through, or collected by, the Licensed Applications, including, without limitation all personally identifiable information ("End User" data), and all data and information concerning End Users utilizing the Licensed Applications. Operator acknowledges and agrees that all Application Data is confidential information and intellectual property of Customer, and Operator's access and use of Application Data is prohibited and/or restricted pursuant to agreements between Customer and Operator. Operator further acknowledges and agrees that Olo will not provide Application Data to Operator without the prior written approval of Customer.

5. Representations and Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Olo represents and warrants that it will provide the Licensed Applications in accordance with this Agreement and in a manner consistent with general industry standards reasonably applicable to the provision thereof.

OLO MAKES NO REPRESENTATION OR WARRANTY OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. THE WARRANTIES STATED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Indemnification

a. By Olo. Olo shall indemnify, defend and hold Operator and its subsidiaries and affiliates, and each of their respective past or present officers, directors, agents, servants, employees, stockholders, predecessors, successors or assigns, and all persons acting by, through, and under, or in concert with them, harmless against all third party claims, actions, suits, proceedings, investigations, losses, damages, claims, liabilities, penalties, fines, costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses) arising or resulting from (i) Olo's breach of this Agreement, negligent acts or omissions, or willful misconduct in performing under this Agreement; (ii) claims that Olo intellectual property ("Olo IP"), including, without limitation, the Licensed Applications and use thereof as contemplated by this Agreement, infringe any patent, trademark, copyright, trade secret, mask work, or other proprietary right of a third party; and (ii) Olo violation of any federal or state law, rule or regulation in connection with the operation of or interaction with the Licensed Applications. Olo is responsible under this section for the actions of its employees, Operators, agents, and

subcontractors. Olo's obligations are subject to the following: (A) Operator shall notify Olo promptly in writing of the claim in question; provided, however, the failure to notify shall not eliminate Olo's obligations under this Section 5(a) unless such failure materially prejudices Olo; (B) Olo shall have sole control of the defense and all related settlement negotiations; provided that Olo promptly proceeds with such defense and maintains such defense with reasonable diligence; and (C) Operator provides Olo with all commercially reasonable assistance, information and authority to perform the above at Olo's expense. In the event that Operator's use of any of the Olo IP is enjoined by a court of competent authority, Olo shall, at its sole option and at its expense, either (I) procure for Operator the right to continue using of the Olo IP, or (II) modify the Olo IP to avoid infringement without material impairment of their functionality.

b. By Operator. Operator shall indemnify, defend and hold Olo and each of its subsidiaries and affiliates, and each of their respective past or present officers, directors, agents, servants, employees, stockholders, predecessors, successors or assigns, and all persons acting by, through, and under, or in concert with them, harmless against all third party claims, actions, suits, proceedings, investigations, losses, damages, claims, liabilities, penalties, fines costs and expenses (including, without limitation, court costs and reasonable attorneys' fees and expenses) arising or resulting from Operator's breach of this Agreement, negligent acts or omissions, or willful misconduct in performing under this Agreement. Operator is responsible under this section for the actions of its employees, customers, agents, and subcontractors. Operator's obligations are subject to the following: (i) Olo shall notify Operator promptly in writing of the claim in question, provided, however, the failure to notify shall not eliminate Operator's obligations under this Section 6(b) unless such failure materially prejudices Operator;
(b) Operator shall have sole control of the defense and all related settlement negotiations; provided that Operator promptly proceeds with such defense and maintains such defense with reasonable diligence; and (c) Olo provides Operator with all commercially reasonable assistance, information and authority to perform the above at Operator's expense.

7. Limitation of Liability

EXCEPT FOR IT'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 6 HEREIN, (A) IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INCIDENTAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ONE OR BOTH PARTIES KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES; AND (B) EACH PARTY'S TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF FEES PAID BY OPERATOR UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE TERMS OF THIS SECTION 6 REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT THE PARTIES WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS OF LIABILITY.

8. Term and Termination

a. Term – Generally. This Agreement shall remain in force for three (3) years from the Customer "go-live" date (when the Licensed Applications are live to end users (the "Initial Term")). At the end of the Initial Term, this Agreement may be renewed upon mutual agreement of the parties

for periods to be agreed upon (each a "Renewal Term" and collectively with the Initial Term, the "Term"). This Agreement may terminate earlier as provided in this Section 7 or as the parties may otherwise agree in writing.

b. Termination of the Master Services Agreement. This Agreement shall automatically terminate if and when the Master Services Agreement is terminated between Olo and Customer.

c. Termination of Franchise Agreement/Elimination of Location. This Agreement shall automatically terminate as to a franchised location if and when (i) the franchise agreement between Customer and Operator is terminated, in which case this Agreement shall terminate as to all Customer franchised locations of Operator, or (ii) Operator no longer owns and operates the franchised location, in which case, this Agreement shall only terminate as to such franchised location.

d. Termination for Cause; Reasonable Opportunity to Cure Breach. If a party breaches any material provision of this Agreement, the non-breaching party may terminate this Agreement by giving 30 days' notice to the other party, except that such a termination shall not take effect if the breaching party cures the breach before the end of such 30-day period.

9. Miscellaneous

a. Notices. All notices and other communications sent under this Agreement will be in writing and (i) hand delivered; (ii) delivered by prepaid overnight courier; or (iii) transmitted via email. Communications will be sent to the persons at the addresses set forth on the signature page hereof or such other persons/addresses as the parties subsequently may specify in writing.

b. Governing Law. This Agreement will be governed by the laws of New York, without regard to conflict of laws principles.

c. Assignment. This Agreement will bind and inure to the benefit of the parties and their respective permitted successors and assigns. Except as specified herein, neither party may assign its rights or delegate its duties under this Agreement (whether directly or indirectly, by operation of law or otherwise) without the prior written consent of the other, which consent will not be unreasonably withheld or delayed. In the event of a merger, acquisition or sale of substantially all of the assets or business of Olo (or any substantially similar transaction), Olo will be entitled, without notice, to assign this agreement (including, without limitation all rights hereunder, including the rights to use the Licensed Applications) to a successor or otherwise in connection with such transaction, so long as the assignee accepts the obligations hereunder in writing. Any purported assignment of rights or obligations, except as expressly permitted herein, will be null and void.

d. Severability. The provisions of this Agreement are severable, and the unenforceability of any such provision of this Agreement will not affect the enforceability of the remainder of this Agreement. The parties acknowledge that it is their intention that if any provision of this Agreement is determined by a court to be unenforceable as drafted, that provision should be construed in a manner designed to effectuate the parties' purpose in agreeing to that provision to the greatest extent possible under applicable law.

e. Relationship of Parties. The parties acknowledge that Olo is an independent contractor of Operator, and Olo's employees are not employees of Operator. Nothing in this Agreement or any exhibit will be construed as creating a partnership, joint venture, agency or fiduciary relationship between the parties, or as authorizing either party to act as agent for the other or to enter into contracts on behalf of the other.

f. Amendment/Modification. This Agreement may be modified or amended only by a separate writing signed by Olo and Operator expressly so modifying or amending this Agreement.

g. Force Majeure. Neither party will be deemed to be in default of or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of service, resulting directly or indirectly from acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, fires, transportation contingencies, interruptions in telecommunications or Internet services or network provider services, failure of equipment and/or software, other catastrophes, and other causes beyond its reasonable control.

h. Waiver. A waiver by either party of any term or condition of this Agreement in one or more instances will not constitute a permanent waiver of the term or condition or any other term or condition of this Agreement or a general waiver.

i. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements between the parties concerning the subject matter hereof.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers.

MOBO SYSTEMS, INC.	_____
By: Noah Glass (Jun 25, 2015)	By: _____
Name: Noah Glass	Name: _____
Title: Founder & CEO	Title: _____
Date: Jun 25, 2015	Date: _____
Mailing Address for Notices: 26 Broadway 24th Floor New York, New York 10004	*Mailing Address for Notices:*
Email Address for Notices: noah@olo.com	*Email Address for Notices:*

EXHIBIT M-2 TO THE DISCLOSURE DOCUMENT

NETSURION AGREEMENT

COMPUTER NETWORK SERVICES AGREEMENT

1. Description and Nature of Parties. This agreement ("Agreement"), effective on the latest date at the end of this Agreement, is by and between Netsurion, LLC, Two Arena Place, 7324 Southwest Freeway, Suite 1700, Houston, TX 77074 ("Netsurion"), and , located at ("Customer"). Customer is in the business of accepting payment for goods and/or services via payment card. Netsurion is in the business of providing technological services to payment-card-accepting businesses. Customer is desirous of Netsurion providing certain computer-related technological services to Customer, and Netsurion is desirous of providing such services to Customer; therefore, the parties agree as follows.

2. Definitions. Definitions concerning all terms of art contained in this Agreement are as stated (or to be stated) www.netsurion.com/description-of-services. The parties agree to be bound by these definitions. Should any changes be made by Netsurion to these definitions and thereby imposed on Customer, Customer will be notified by email at the email address listed below.

3. Work Order and Contract Documents. Services will be provided as indicated on each work order ("Work Order") and Statement of Work submitted to Netsurion by Customer. By submitting a Work Order, Customer agrees that the Work Order immediately becomes a part of and is governed by this Agreement. This Agreement does not obligate Customer to order services from Netsurion nor does it obligate Netsurion to accept Work Orders for services from Customer, but it, together with any applicable Work Order, governs the services provided by Netsurion to Customer.

4. Installation. Customer will install all hardware equipment and/or software necessary to carry into effect the Work Order in relation to network data and security technological services at each of Customer's locations, including, where necessary, operating-system patches or new or different operating- system versions. Installation of the Equipment by Netsurion shall take place Monday through Friday, 8:00 a.m. through 6:00 p.m. CST; additional costs may be assessed to Customer for evening and weekend installations. Once functioning post-installation, Netsurion will transition each location to the Netsurion service model as detailed on the applicable Work Order.

5. Costs at Location. Customer is responsible for all costs at its Location(s), including without limitation, personnel, wiring, computer equipment, Internet access, electrical power and the like, necessary for the use of the Netsurion services and equipment.

6. Firewalls. If any Work Order includes the installation of a firewall(s), then Netsurion warrants the firewalls installed at Customer's location(s) for the initial Term of this Agreement or for 36 (thirty-six) months, whichever is lesser. During the initial Term, any firewall(s) having failed through regular usage will be replaced by Netsurion. Any firewall(s) having failed through the fault of Customer or a third party will be replaced by Netsurion after payment to Netsurion by Customer of the replacement cost of $1,000.00 (One thousand dollars) per firewall. Concerning any renewal Terms, an additional warranty period is available for a reasonable fee. Title to the firewall(s) passes to Customer upon shipment.

7. Term and Termination.

7.1. The initial term ("Term") of this Agreement is 36 (thirty-six) months plus any partial first month beginning on the date of shipment of any equipment listed in the Work Order(s).

7.2. Termination. Either party may terminate this Agreement for any reason or for no reason at the end of a Term by giving written notice to the other party not less than ninety (90) days prior to the end of the then current Term. Customer may terminate this Agreement only in accordance with the termination conditions set forth in this Agreement.

7.3. Early Termination. If Customer desires to terminate this Agreement prior to the end of a Term (an "Early Termination"), Customer shall give Netsurion notice (the "Early Termination Notice"), pursuant to Section 17 of its intent to terminate early ninety (90) days prior to the desired termination date. Customer shall be responsible for payment of the Monthly Service Fee for all installed locations the month in which it delivers to Netsurion the Early Termination Notice (the "Early Termination Notice Month"). Customer shall also be responsible for paying an early termination charge (the "Early Termination Charge") equal to $750.00 (Seven Hundred Fifty Dollars) for any customer location installed less tha (12) twelve months prior to the Early Termination Notice Month.

7.4. Termination for Breach. Either party may terminate this Agreement at any time by giving thirty (30) days written notice (the "Breach Notice") of termination to the other party in the event that the other party: (i) breaches the terms or conditions of this Agreement including, but not limited to, payment of the Monthly Service Fee, and fails to remedy such breach within thirty (30) days of the date of the Breach Notice; or (ii) becomes insolvent, makes an assignment for the benefit of creditors, is adjudged bankrupt, or if a receiver is appointed over such party's assets. Netsurion may require an activation fee to change or resume a terminated or suspended Account.

7.5. Breach - Payment of Fees. In the event of Customer's breach of the terms of this Agreement, including without limitation, failure to pay any sum due hereunder, in addition to other remedies and recoveries provided for hereunder (e.g., for early termination), Customer shall reimburse Netsurion for all attorneys, court, collection and other costs incurred by Netsurion in the enforcement of Netsurion's rights hereunder and Netsurion may keep any deposits or other payments made by Customer.

7.6. Scope of Termination. Any termination of the Agreement between Netsurion and Franchisor shall have no effect on this Agreement and this Agreement will remain in full force and effect. Customer agrees in the event the Agreement between Netsurion and Franchisor is terminated, Customer will pay the set up fees for any new installation as indicated in Exhibit A attached hereto.

8. Fees and Payment. Client agrees to pay all monthly recurring charges and non-recurring charges, (collectively, the "Fees") as indicated in Statement of Work, attached hereto. Client agrees that Fees commence upon delivery of the firewall. The pricing is confidential and may not be disclosed to third parties. Any partial month at the beginning of the Term will be invoiced to Customer on a pro-rated basis. Invoicing, which will occur one month in advance, begins upon shipment.

9. Billing Disputes. If Customer disputes any portion of its Invoice, Customer must pay the undisputed portion in full by the Due Date. To dispute an Invoice, or a portion thereof, Customer must, within ten (10) days of the date on the Invoice ("Dispute Due Date"), submit a written claim fully documenting the reasons for the dispute (the "Claim") via certified or overnight mail, return receipt requested, to the address below. After receipt of the Claim, Netsurion shall undertake an investigation of the Claim, so long as Customer has not waived its rights pursuant to this paragraph to make the Claim. At the conclusion of the investigation, Netsurion will notify Customer of any amount determined by Netsurion to be correctly charged and such amount will become immediately due and owing. Amounts determined by Netsurion to have been correctly charged will be subject to the Late Payment Fee (as defined below). If the Claim is not sent by the Dispute Due Date, Customer waives all rights to dispute the applicable Charges, unless otherwise provided by law. All billing disputes must be sent to:

Billing Department
Netsurion, LLC
7324 Southwest Freeway, Suite 170
Houston, TX 77074
Billing@netsurion.com

10. Taxes. Federal, state, local, county, municipal and other governmental or regulatory agencies may assess taxes, including, without limitation, excise, franchise, sales, value-added, use, personal and real property taxes, surcharges, tariffs or fees (collectively, "Taxes") on Customer's purchase or use of the Services or Equipment. These Taxes may change from time-to-time, with or without notice to Customer. Customer is responsible for the payment of all applicable Taxes now in force or enacted in the future. The Taxes are in addition to the amounts paid for the Services and Equipment. If Customer is exempt from any or all Taxes, it must provide Netsurion with an original certificate that satisfies applicable legal requirements attesting to its tax-exempt status. Tax exemption shall only apply from and after the date that Netsurion receives such valid certificate. If any amounts paid by Customer for the Services are refunded by Netsurion to the Customer, applicable Taxes may not be refundable.

11. Privacy and Confidentiality. In the course of providing the deliverables, Netsurion may be given access to, or be provided with, confidential information about Customer's business and/or Customer's website ("Business Information"), and personal information about Customer, Customer's employees, Customer's account and/or card holders and/or Customer's website ("Personal Information"). Customer authorizes such access and disclosure of Customer's Business Information to Netsurion. Netsurion will use all reasonable efforts to keep Customer's Business Information confidential and will not disclose Customer's Business Information to any third party. To the extent that access to Personal Information by Netsurion occurs, Customer authorizes such access and authorizes Netsurion to use such Personal Information for the sole purpose of providing the services contemplated by this Agreement. Netsurion will not use any such Personal Information for any other purposes than those specifically related to providing the services contemplated by this Agreement.

12. Intellectual Property. The intellectual property associated with any equipment installed at Customer's location(s) is and remains Netsurion's property. By its possession and use, Customer acquires no rights or interests of any kind in the intellectual property and hereby expressly covenants that it will not disclose anything about Netsurion's intellectual property or allow any physical access to Netsurion's intellectual property.

13. Publicity. Should Netsurion desire to use Customer's name and identity in its marketing efforts relative to the subject matter of this Agreement, Netsurion must request and receive Customer's express written consent, which consent shall not be unreasonably denied, conditioned, or delayed, and which may be sought and received via email at the email addresses listed below.

14. Limitation on Liability. IN NO EVENT IS NETSURION'S LIABILITY UNDER THIS AGREEMENT MORE THAN THE TOTAL AMOUNT PAID BY CUSTOMER TO NETSURION DURING THE INITIAL TERM OF THIS AGREEMENT. This paragraph in no way limits the TrustVault Certificate® described in paragraph 15. of this Agreement.

15. Assignment. This Agreement may be assigned by Netsurion at the sole discretion of Netsurion. Customer may assign this Agreement only after Notice to Netsurion and with Netsurion's express written permission, which permission Netsurion shall not unreasonably deny, condition, or delay.

16. Integration; Amendment; Severability; Waiver; Headings; Construction; Counterparts. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, oral or written. This Agreement supersedes any prior written or oral agreements between the parties. This Agreement may be amended only if the amendment is in writing and is signed by both parties. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable but that by limiting such provision it would become valid and enforceable, then such provision is deemed to be written, construed, and enforced as so limited. The failure of either party to enforce any provision of this Agreement is not a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement. The headings used in this Agreement are for convenience of reference only and form no part of this Agreement. This Agreement was negotiated by the parties, and, therefore, it shall not be strictly construed against either party as the drafter. This Agreement may be executed in one or more counterparts; if so, all counterparts constitute one agreement.

17. Notices. With the exception of numbered paragraphs 02. and 09. of this Agreement, all notices required or permitted under this Agreement will be in writing and will be deemed delivered when delivered in person or deposited in the United States mail, certified, postage prepaid, and addressed as follows. Such address may be changed by either party by providing Notice to the other in the manner set forth in this paragraph.

Netsurion:	**Customer:**
Legal Department	_____
President	_____
Netsurion, LLC	_____
7324 Southwest Freeway, Suite 1700	_____
Houston, TX 77074	_____
legal@netsurion.com	_____

COMPUTER NETWORK SERVICES AGREEMENT

18. Governance; Venue; Dispute Resolution. This Agreement is governed by the law of Texas, and venue concerning any disputes arising hereunder is Harris County, Texas. The exclusive remedy for disputes between the parties arising from or relating to this Agreement is arbitration conducted by a single arbitrator assigned by the American Arbitration Association ("AAA") and conducted under the AAA Commercial Rules to the extent not overridden by the following rules of this provision. Arbitration may be invoked by either party at any time. The arbitration hearing will be no longer than four hours in duration, involve very limited discovery, and conducted no later than one month after arbitrator appointment. The arbitrated decision will be rendered within one week of the arbitration hearing and is not appealable. All costs of arbitration will be borne by the party incurring the cost; provided, however, that the arbitrator, in unusual circumstances, may assess up to all costs against a single party.

19. Data Breach Financial Protection Program. The Data Breach Financial Protection Program ("DBFP") is an optional breach related reimbursement provided as part of the contracted for Services, the terms of which are specified in www.netsurion.com/DBFP. The terms of the Data Breach Financial Protection Program are subject to change. Customer agrees to be bound by the terms specified in the current Data Breach Financial Protection Program.

20. Responsibility for PCI Compliance and Network Security. Outside the language of this Agreement, Netsurion does not warrant or assume any legal liability or responsibility concerning Customer's compliance with the PCI Data Security Standard or for network security generally, expressly including any verbal or written communication with Customer prior to or subsequent to the execution of this Agreement.

21. Self-Service Portal Access/Communication/Customer Responsibilities/Data Access. In the context of performing the services purchased through each Work Order, Netsurion will grant self-service portal access ("Access") to and communicate with only those employees or agents of Customer ("Contacts") who are specified in the Account Permissions section of each Work Order or who have been added as Contacts by the person designated in each Work Order as Customer's Administrative Contact. The Access of Contacts will be limited by the permissions granted to them by the Administrative Contact. By Access, Customer is responsible for the review, download, and distribution of scans. With respect to Access, Customer agrees to be bound by the Terms of Use and Privacy located at https://netsurion.403labs.com. Notwithstanding anything to the contrary contained in each Work Order, Customer agrees that, to facilitate franchisor/franchisee cooperation on the subject of PCI DSS compliance, Netsurion is permitted by Customer to allow separate access by Customer's franchisor, Tropical Smoothie Cafe, LLC to the information it has gathered about Customer's PCI DSS status through its performance of the Work Order and without any further permission of Customer.

In witness whereof, intending to be legally bound, the parties hereto have executed this Agreement on the date(s) adjacent to their respective signatures below.

Acknowledged and Agreed:

NETSURION LLC	**{CUSTOMER}**
By:	By:
Print Name: John Conn	Print Name:
Title: Chief Operating Officer	Title:
Date:	Date:

ADVANCE THREAT PROTECTION SERVICE AGREEMENT

This agreement ("Agreement") by and between Netsurion LLC, 514 North East 13th Street, Fort Lauderdale, FL. 33304 ("Netsurion"), and _____, located at _____ ("Customer") is effective on the date that it is acknowledged and agreed to at the end of this Agreement by Netsurion ("Effective Date").

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. **Definitions.** The following definitions apply to this Agreement:

   1.1. "Location". Means the physical location or locations from where Customer is utilizing the Services.

   1.2. "Customer," "you" or "your" means the firm, corporation, or other entity that utilizes Netsurion's Service, Equipment and/or software and that is responsible for the payment of charges under, and for compliance with, this Agreement.

   1.3. "Customer Equipment" refers to equipment that Customer acquires from a source other than Netsurion and is used in conjunction with the Service.

   1.4. "Sensor" means the EventTracker Windows-based agent to be installed on Customer Equipment at Customer's Location(s) that is directly provided by Netsurion and used in conjunction with the Services.

   1.5. "Services" refers to any services provided to Customer by Netsurion. The current description of the Services is provided at: www.netsurion.com/description-of-services. The Description of Services is subject to change.

   1.6. "End User License Agreement" or "EULA" refers to the standard Netsurion End User License agreement located at http://www.netsurion.com/eula. Customer acknowledges and agrees to review and execute the End User License Agreement accompanying any software required for the provision of services. The EULA is subject to change and Customer is responsible for review and compliance with the current EULA. If Customer does not agree to the EULA, customer shall return the software and Services shall not be provided.

2. **Work Order, Statement of Work and Contract Documents.** Services will be provided to locations as indicated on each Work Order ("Work Order"), Statement Of Work ("SOW"), Service Fees and Pricing Exhibit, and/or other applicable contract document. By submitting a Work Order, SOW and/or Service Fees and Pricing Exhibit, Customer agrees that the Work Order and/or SOW immediately becomes a part of and is governed by this Agreement. Netsurion is not obligated to provide any Services until the EULA is executed by Customer and a completed Work Order and/or SOW has been submitted by Customer and accepted by Netsurion. This Agreement, and any Exhibits and addenda together with any applicable EULA, Work Order and/or SOW, governs the services provided by Netsurion to Customer.

3. **Setup.** Customer shall be responsible for the installation and setup of all Customer Equipment including third-party software, operating-system patches, or new or different operating-system versions. Further, Customer shall be solely responsible for the installation of the Sensor on all Customer Equipment to be monitored by the Services.

4. **Term.** The term of this Agreement is twelve (12) months from the date of installation of each respective Sensor on a piece of Customer Equipment. ("Initial Term"). The Agreement shall automatically be renewed after the Initial Term on the applicable anniversary of the Effective Date for subsequent one (1) year periods (each, a "Renewal Term"). The Initial Term and all Renewal Terms shall collectively be referred to as the "Term."

5. **Fees and Payment.**

   5.1. Fees and Invoicing. Customer agrees to pay all monthly recurring charges and non-recurring charges, (collectively, the "Fees") as indicated in any Work Order or SOW. Customer agrees that recurring charges commence upon installation of a Sensor on any piece of Customer Equipment at a Location. Payments shall be made to Netsurion via credit card or auto ACH debit and shall be paid fifteen (15) days from invoice date, or if such due date falls on a weekend or holiday, on the first business day after such due date. ACH or credit card payment shall be set up with Customer prior to the commencement of Service. Fees are non-refundable.

   5.2. Additional or Change in Fees. Netsurion may change Fees from time to time upon sixty (60) days' written notice to Customer. In such event, Customer shall have the right to terminate this Agreement upon written notice given before the effective date of such Fee increase. Netsurion may introduce additional services or features during the Term with associated Fees, which Customer may elect not to utilize. If Customer does not elect to use the additional services or features, then Customer will not be charged any additional fees. Such additional services or features shall not constitute an increase in Fees under this Section 5.2 which gives Customer the right to terminate this Agreement.

5.3. **Overdue Payments.** At Netsurion's discretion, any payment not received from Customer by the due date may accrue late charges at the rate of one and a half percent (1.5%) of the outstanding balance per month, or at the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

5.4. **Suspension of Service.** If Customer's account is fifteen (15) days or more overdue, in addition to any of its other rights or remedies, Netsurion reserves the right to suspend the Service provided to Customer, without liability to Netsurion, until such amounts are paid in full; provided, however, that prior to any such suspension, Netsurion shall provide Customer with at least ten (10) days' prior written notice that payment is overdue and the Services are being suspended.

5.5. **Payment of Fees**. In the event of Customer's breach of the terms of this Agreement, including without limitation, failure to pay any sum due hereunder, in addition to other remedies and recoveries provided for hereunder (e.g., for early termination), Customer shall reimburse Netsurion for all attorney's fees, court, collection and other costs incurred by Netsurion in the enforcement of Netsurion's rights hereunder and Netsurion may keep any deposits or other payments made by Customer.

6. **Billing Disputes.** To dispute an Invoice, or a portion thereof, Customer must, within thirty (30) days of the date on the Invoice ("Dispute Due Date"), submit a written claim fully documenting the reasons for the dispute (the "Claim") via certified or overnight mail, return receipt requested, to the address below. After receipt of the Claim, Netsurion shall undertake an investigation of the Claim, so long as Customer has not waived its rights pursuant to this paragraph to make the Claim. At the conclusion of the investigation, Netsurion will notify Customer of any amount determined by Netsurion to be correctly charged and such amount will become immediately due and owing. If the Claim is not sent by the Dispute Due Date, Customer waives all rights to dispute the applicable Charges, unless otherwise provided by law. All billing disputes must be sent to the Billing Department at the address listed in the first paragraph of this Agreement, and to billing@Netsurion.com.

7. **Taxes.** Federal, state, local, county, municipal and other governmental or regulatory agencies may assess taxes, including, without limitation, excise, franchise, sales, value-added, use, personal and real property taxes, surcharges, tariffs or fees (collectively, "Taxes") on Customer's purchase or use of the Services. These Taxes may change from time-to-time, with or without notice to Customer. Customer is responsible for the payment of all applicable Taxes now in force or enacted in the future. The Taxes are in addition to the amounts paid for the Services. If Customer is exempt from any or all Taxes, it must provide Netsurion with an original certificate that satisfies applicable legal requirements attesting to its tax-exempt status. Tax exemption shall only apply from and after the date that Netsurion receives such valid certificate. If any amounts paid by Customer for the Services are refunded by Netsurion to the Customer, applicable Taxes may not be refundable.

8. **Termination.**

8.1. **Termination.** Either party may terminate this Agreement for any reason or for no reason at the end of a Term or Location Term by giving written notice to the other party not less than sixty (60) days prior to the end of the then current Term. Customer may terminate this Agreement only in accordance with the termination conditions set forth in this Agreement.

8.2. **Early Termination.** If Customer desires to terminate this Agreement prior to the end of the Term ("Early Termination"), Customer shall give Netsurion notice, pursuant to Section17, of its intent to terminate early sixty (60) days prior to the desired termination date. Termination shall not relieve Customer of the obligation to pay any Fees accrued or payable to Netsurion prior to the effective date of termination. Customer shall also be responsible for paying an early termination charge equaling the amount of the monthly recurring charges times the remaining months in the current Term.

8.3. **Termination for Breach.** Either party may terminate this Agreement at any time by giving thirty (30) days written notice ("Breach Notice") of termination to the other party in the event that the other party: (i) breaches the terms or conditions of this Agreement including, but not limited to, payment of the Monthly Service Fee, and fails to remedy such breach within thirty (30) days of the date of the Breach Notice; or (ii) becomes insolvent, makes an assignment for the benefit of creditors, is adjudged bankrupt, or if a receiver is appointed over such party's assets. In the event Netsurion terminates this Agreement due to Breach, Customer agrees to pay an early termination charge as specified in term 8.2 herein.

8.4. **Termination for Change in Service**. In the event Netsurion provides Customer with written notice pursuant to section 17 herein that it is no longer able to provide a material aspect of its Services, and Netsurion is unable to provide suitable alternative Services within thirty (30) days of notice of same, Customer shall within thirty (30) days of the date of such notice have the right to terminate this Agreement without penalty.

9. **Self-Service Portal Access/Communication/Customer Responsibilities/Data Access.** In the context of performing the services purchased through each Work Order, Netsurion may grant self-service portal access, including access to the EventTracker customer portal, ("Access") to and communicate with only those employees or agents of Customer ("Contacts") who are specified in the Account Permissions section of each Work Order or who have been added as Contacts by the person designated in each Work Order as Customer's Administrative Contact. The Access of Contacts will be limited by the permissions granted to them by the Administrative Contact. By Access, Customer is responsible for the review, download, and distribution of scans and logs. With respect to Access, Customer agrees to be bound by the

Terms of Use and Privacy located at http://www.netsurion.com and the EULA. Further Customer authorizes Netsurion to share scan results, logs and other data regarding POS, PCI and compliance with the corporate office or Franchisor (if applicable).

10. Confidentiality

10.1. General. If a party (the "Receiving Party") obtains access to Confidential Information (as defined below) of the other party (the "Disclosing Party") in connection with the negotiation or performance of this Agreement, the Receiving Party agrees: (i) not to directly or indirectly disclose the Confidential Information to any third party except as contemplated by this Agreement; and (ii) to use the Confidential Information only to perform its obligations and exercise its rights under this Agreement. The Receiving Party shall use at least the same degree of care to protect the Confidential Information of the Disclosing Party from unauthorized disclosure or access that the Receiving Party uses to protect its own Confidential Information, but not less than reasonable care. The Receiving Party shall promptly notify the Disclosing Party of any actual or suspected loss or unauthorized use, disclosure of or access to the Disclosing Party's Confidential Information of which it becomes aware and take all steps reasonably requested by the Disclosing Party to limit, stop or otherwise prevent such loss or unauthorized use, disclosure or access.

10.2. Confidential Information. "Confidential Information" shall mean: (i) all information about or belonging to the Disclosing Party or a third party that is disclosed or otherwise becomes known to the Receiving Party in connection with this Agreement and that is not a matter of public knowledge; (ii) all trade secrets, customer information and intellectual property owned or licensed by the Disclosing Party; and (iii) all Personally Identifiable Information (as defined below) contained in the Disclosing Party's records. The terms of this Agreement are the Confidential Information of both parties, which may be disclosed by a party, only to the extent reasonably necessary, to its legal and financial advisors and to subcontractors or other third parties that will be providing services in connection with the Agreement and who are under an obligation to protect the confidentiality of the Confidential Information.

10.3. Exclusions. Any particular information of the Disclosing Party shall not be considered Confidential Information ifit: (a) was previously rightfully known by the Receiving Party free of any obligation to keep it confidential; (b) is or becomes publicly known through no wrongful act of the Receiving Party; (c) is independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party; or (d) is subject to disclosure pursuant to a subpoena, judicial or governmental requirement, or order, provided that the Receiving Party has given the Disclosing Party sufficient prior notice of such subpoena, requirement, or order, to permit the Disclosing Party a reasonable opportunity to object to the subpoena, requirement, or order and to allow the Disclosing Party the opportunity to seek a protective order or other appropriate remedy.

10.4. No Implied Licenses. Nothing contained in this Section 10 shall be construed as obligating a party to disclose its Confidential Information to the other party, or as granting to or conferring on a Party, expressly or impliedly, any rights or licenses to the Confidential Information of the other party. Nothing contained in this Section 10 shall be construed as limiting or diminishing in any respect the scope of any licenses granted under this Agreement.

11. Intellectual Property.

11.1. Netsurion shall retain and own all right, title and interest and all Intellectual Property in and to the Services and nothing herein shall be construed to transfer or convey to the Customer any ownership, right, title or interest in or to the Service or any Intellectual Property or any license right with respect to same not expressly granted herein. Customer agrees that all inventions, ideas or processes developed or conceived by Netsurion or any employee, agent or contractor of Netsurion shall be the sole property of Netsurion or shall be and are hereby assigned to Netsurion, and shall not be deemed a "work made for hire". Customer hereby expressly covenants that it will not disclose anything about Netsurion's intellectual property or allow any physical access to Netsurion's intellectual property.

11.2. License Grant. Subject to the terms and conditions of this Agreement, including the payment of applicable fees, Netsurion grants Customer a non-exclusive, non-transferable, non-sub-licensable right to access and use the Services for the purpose for which they are made available to Customer in strict accordance with the deliverables provided to Customer by Netsurion in connection with the Services and any applicable Exhibit.

11.3. If Customer is subject to a claim or demand that the Services infringe a third party's property rights, Netsurion will: (1) procure for Customer the right to continue to use the Services, replace the Services , or modify the Services to avoid infringement; and (2) indemnify Customer against damages and costs (including reasonable attorney's fees and legal expenses) incurred in connection with the alleged infringement.

12. Limitation on Liability.

12.1. Limitation on Direct Damages. NETSURION'S TOTAL AGREEGATE LIABILITY (INCLUDING THE LIABILITY OF ANY AFFILITATE, SUPPLIER, EMPLOYEE OR AGENT OF NETSURION), AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OF ANY TYPE WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY SERVICES PROVIDED HEREUNDER, SHALL BE LIMITED TO PROVEN DIRECT DAMAGES CAUSED BY NETSURION IN AN AMOUNT NOT TO EXCEED THE FEES PAID BY CUSTOMER TO NETSURION FOR THE SPECIFIC SERVICES FROM WHICH SUCH CLAIM ARISES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO A CLAIM HEREUNDER. UNDER NO CIRCUMSTANCES IS NETSURION LIABLE FOR SERVICE FAILURES THAT ARE BEYOND THE REASONABLE CONTROL OF NETSURION.

12.2. **No Indirect Damages**. IN NO EVENT SHALL NETSURION HAVE ANY LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR ANY LOST PROFITS, LOSS OF DATA, LOSS OF USE, COSTS ASSOCIATED WITH INTEGRATION, INTERRUPTION OF BUSINESS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT NETSURION HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. NETSURION SHALL HAVE NO LIABILITY RELATING TO CUSTOMER'S FRAUDULENT LOSSES.

12.3. **SIEM Disclaimer.** CUSTOMER RECOGNIZES AND ACKNOWLEDGES THAT THREATS ARE CONSTANTLY EVOLVING AND EMERGING, AND WHILE NETSURION WILL TAKE COMMERCIALLY REASONABLE ACTIONS TO MODIFY ITS SOFTWARE AS NECESSARY, THESE SERVICES ARE NOT A GUARANTEE OR WARRANTY THAT A SYSTEM CANNOT OR WILL NOT BE BREACHED OR THAT ALL BREACHES WILL BE DETECTED AND GENERATE A CUSTOMER ALERT. NETSURION SERVICES ARE INTENDED TO BE A COMPONENT OF A BROADER NETWORK SECURITY PLATFORM. NETSURION MAY PERFORM REMEDIATION ACTIONS BASED ON RESPONSES TO CERTAIN THRESHOLDS AND CONFIGURATIONS PRETERERMINED BY NETSURION AND CUSTOMER. FURTHER, NETSURION DOES NOT GUARANTEE OR WARRANTY THAT THERE WILL NOT BE UNINTENDED CONSEQUENCES RELATED TO REMEDIATION ACTIONS, INCLUDING BUT NOT LIMITED TO TERMINATION OF SYSTEMS, APPLICATIONS OR PROCESSES BELIEVED TO BE MALICIOUS ACTIVITY.

12.4. NETSURION SHALL NOT BE LIABLE FOR CLAIMS BASED ON MODIFICATIONS OR ADAPTATIONS PERFORMED BY ANYONE OTHER THAN NETSURION OR ITS REPRESENTATIVES. IN ADDITION, NETSURION SHALL NOT BE LIABLE FOR CLAIMS BASED ON THE FAILURE TO INSTALL, PROPERLY INSTALL, OR RE-INSTALL A SENSOR ON A CUSTOMER ENDPOINT, AS INSTALLATION OF SENSORS IS SOLELY CUSTOMER'S RESPONSIBILITY.

12.5. **High Risk Use.** CUSTOMER SHALL NOT USE THE SOFTWARE IN ANY APPLICATION OR SITUATION WHERE A SOFTWARE FAILURE COULD LEAD TO DEATH OR SERIOUS BODILY INJURY OF ANY PERSON, OR TO SEVERE PHYSICAL OR ENVIRONMENTAL DAMAGE ("HIGH RISK ACTIVITIES"). NETSURION AND ITS LICENSORS SPECIFICALLY DISCLAIM ANY EXPRESS OR IMPLIED WARRANTY OF FITNESS FOR HIGH RISK ACTIVITIES, AND NETSURION AND ITS LICENSORS SHALL HAVE NO LIABILITY OF ANY NATURE AS A RESULT OF ANY SUCH USE OF THE SOFTWARE.

12.6. The foregoing limitations, exclusions and disclaimers shall apply, regardless of whether the claim for such damages is based in contract, warranty, strict liability, negligence, tort or otherwise. Insofar as applicable law prohibits any limitation herein, the parties agree that such limitation will be automatically modified, but only to the extent so as to make the limitation permitted to the fullest extent possible under such law. The parties agree that the limitations on liabilities set forth herein are agreed allocations or risk constituting in part the consideration for Netsurion's provision of Services to Customer, and such limitations will apply notwithstanding the failure of essential purpose of any limited remedy and even if a party has been advised of the possibility of such liabilities.

13. **Government Regulations.** The Services and technology delivered in connection therewith pursuant to this Agreement and/or any Exhibit or Addendum entered into hereunder may be subject to governmental restrictions on (i) exports from the U.S.; (ii) exports from other countries in which such Services and technology may be provided or located; (iii) disclosures of technology to foreign persons; (iv) exports from abroad of derivative products thereof; and (v) the importation and/or use of such technology included therein outside of the United States ("Export Laws"). Diversion contrary to Export Laws is expressly prohibited. Customer shall, at its sole expense, comply with all Export Laws. Customer represents that it is not a Restricted Person, which shall be deemed to include any person or entity: (1) located in or a national of Cuba, Iran, Libya, North Korea, Sudan, Syria, or any other countries that may from time to time, become subject to U.S. export controls for anti-terrorism reasons or with which U.S. persons are generally prohibited from engaging in financial transactions; or (2) on any restricted person or entity list maintained by any U.S. governmental agency. Certain information, products or technology may be subject to the International Traffic in Arms Regulations ("ITAR"). This information, products or technology shall only be exported, transferred or released to foreign nationals inside or outside the United States in compliance with ITAR at Customer's sole cost and expense.

14. **No Benefit to Others.** The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the parties and their respective successors and permitted assigns, and they are not to be construed as conferring any rights on any other persons.

15. **Assignment.** This Agreement may be assigned by Netsurion at the sole discretion of Netsurion. Customer may assign this Agreement only after Notice to Netsurion and with Netsurion's express written permission, which permission Netsurion shall not unreasonably deny, condition, or delay.

16. **Integration; Amendment; Headings; Construction; Counterparts.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement, oral or written. This Agreement supersedes any prior written or oral agreements between the parties. This Agreement may be amended only if the amendment is in writing and is signed by both parties. The headings used in this Agreement are for convenience of reference only and form no part of this Agreement. This Agreement was negotiated by the parties, and, therefore, it shall not be strictly construed against either party as the drafter. This Agreement may be executed in one or more counterparts; if so, all counterparts constitute one agreement.

17. **Notices.** All notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal

delivery; (ii) upon receipt of overnight mail during business hours or the third business day after mailing using postal service first class mail; (iii) 24 hours after sending by confirmed email; or, for operational issues, to Customer at the email address given by Customer to Netsurion. Notices to Netsurion shall be addressed to the attention of its VP, Customer Service, with a copy to its General Counsel at the address set forth in the first paragraph of this Agreement. Notices to Customer are to be addressed to Customer at the address set forth in the first paragraph of this Agreement. A party can change the address for receipt of notice by sending written notice to the other party.

18. **Waiver and Cumulative Remedies.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

19. **Severability.** If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, the provision shall be changed by the court or arbitrator and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect, unless the modification or severance of any provision has a material adverse effect on a party, in which case such party may terminate this Agreement by notice to the other party.

20. **Governance; Venue; Dispute Resolution.** This Agreement is governed by the law of Florida, and venue concerning any disputes arising hereunder is either Broward County, Florida or the county where the Customer resides. The exclusive remedy for disputes between the parties arising from or relating to this Agreement is arbitration conducted by a single arbitrator assigned by the American Arbitration Association ("AAA") and conducted under the AAA Commercial Rules to the extent not overridden by the following rules of this provision. Arbitration may be invoked by either party at any time. The arbitration hearing will be no longer than four hours in duration, involve very limited discovery, and conducted no later than one month after arbitrator appointment. The arbitrated decision will be rendered within one week of the arbitration hearing and is not appealable. All costs of arbitration will be shared equally between the parties.

21. **Entire Agreement and Construction.** This Agreement (including any exhibits, amendments, Work Orders, SOW's and addenda hereto which are incorporated herein by reference) and any confidentiality agreements entered into between the parties constitute the entire agreement between the parties as to the subject matter, and supersede all previous and contemporaneous agreements, proposals or representations, written or oral, concerning the subject matter of this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the parties against whom the modification, amendment, or waiver is to be asserted. In the event of any inconsistency between the provisions in this Agreement and any Exhibit, Work Order, SOW or incorporated web page, the terms of this Agreement shall prevail to the extent of any inconsistency. Notwithstanding any language to the contrary therein, no terms or conditions orally made to a Customer, or in any other Customer order documentation, or other written sales material, shall be incorporated into or form any part of this Agreement.

In witness whereof, intending to be legally bound, the parties hereto have executed this Agreement on the date(s) adjacent to their respective signatures below.

Acknowledged and Agreed:

NETSURION LLC	**{CUSTOMER}**
By:	By:
Print Name: John Conn	Print Name:
Title: Chief Operating Officer	Title:
Date:	Date:

Statement of Work and Pricing

This Statement of Work and Pricing ("SOW") Exhibit is subject to and made a part of the Computer Network Service Agreement (CNSA) between _____ ("Customer") and Netsurion LLC ("Netsurion"). This SOW together with the CNSA govern the sale and purchase of the Services described below.

Following is the contractual pricing for services provided to the Customer by Netsurion. Items added to the services provided to any location during the initial and any renewal terms of the CNSA will be subject to the pricing schedule below or any associated Exhibits.

Item	Services	QTY	Monthly Service Fee	One-time Setup Fee
1	Netsurion Premium Security Plan	1	$ 103.00	$0.00
2	Standard Secure Wireless Plan	1	Included	Included
3	EventTracker Endpoint Monitoring	1	Included	Included
4	1Gb Cellular Failover Service Pack	1	Included	Included
5	Netsurion Managed Firewall Refresh (Upgrade Juniper to Fortinet)		$0.00	$ 199.00
6			$ 0.00	
7				
Item	**Installation Services**		**Monthly Service Fee**	**One-time Setup Fee**
1	Remote Installation - Business Hours (7Am - 7PM M-F)	1	$0.00	Included
2	Remote Installation - Extended Hours - Weeknights (7PM - 7AM M-F) Per Hour			$ 149.00
3	Remote Installation - Extended Hours - Weekends (7PM - 7AM F-Sun) Per Hour			$ 179.00
4	Business Hours On-Site Installation (7AM - 7PM M-F. Up to 2 hours)*	1		$ 199.00
5	Additional on-site hours during business hours (per hour. 7AM -7PM M - F. excludes Friday nights)		NC	$ 129.00
6	Weeknights and Weekends On-site Installation (*up to 2-hour window with 4-hour maximum. Excludes Friday and Saturday nights*)		NC	$ 259.00
7	Additional on-site hours for off-hours M-F (*per hour. 7PM - 7AM M - F. excludes Friday nights*)		NC	$ 150.00
8	Additional on-site hours for off-hours Sat and Sun (*per hour. 7AM - 7PM Sat and Sun. excludes Saturday nights*)		NC	$ 499.00
9	Revisit Fee (*typically necessary if cabling or switch are needed, but not specified at time of order. Billed in addition to cost for add. hardware) Per Hour*		N/A	$99.00
10	Shipping Fee			$ 25.00

Total Monthly Recurring Fees per Location: $ 103.00 Total One-time Install/Setup Fees per Location: $199.00

Installation Appointment Cancellation and Turn-Away Fees. It is the Customer's responsibility to keep scheduled installation appointments. Remote installation appointment cancellations made less than two (2) business days in advance will result in a $150 rescheduling fee. On-site Installation appointment cancellations made less than two (2) business days in advance will result in a $250 rescheduling fee. On-site installation appointments canceled on the day scheduled for will result in an additional $75 turn-away fee ($325 total).

On-Site Installation. Netsurion provides on-site installation services through partners based on a defined duration and Scope of Work. Netsurion charges for these services on a time and materials basis. Netsurion will make all commercially reasonable efforts to complete on-site installation work in the duration specified on any Statements of Work. Notwithstanding, Customer acknowledges it may not be possible for Installations to be completed in the time specified or in accordance with Customer expectations due to factors beyond Netsurion's control and Customer acknowledges responsibility for paying any and all fees associated with time spent performing on-site installations.

On-Site Installation Scope of Work:

- On-site technician will work with customer to locate an area in the back office where the Netsurion provided equipment (eg. Firewall) will be placed. Location must be in close proximity to the customer's Internet modem/router and other network gear that must be connected to the Firewall.
- On-site technician will place/mount the firewall and other equipment, if applicable, in the location determined, plug it in and connect appropriate patch cables for the Internet modem/router, POS device(s) and other connected systems to the firewall and vice versa and to patch panel (if any) as necessary for proper security configuration/segmentation.
- If an external wireless access point(s) are to be installed, on-site technician will work with customer to locate a suitable location and mount the access point(s). On-site technician will install PoE injector and connect it to cable running to access point.
- On-site technician will work with remote Netsurion installation technician to configure the firewall
- On-site technician does not test business applications following installation. Netsurion will work with an on-site location contact to have them test each application specified for connectivity and to ensure they are functioning as they were prior to the Firewall install.

On-site Installation Out of Scope Work: The customer shall negotiate directly with Onsite Engineer/technician for any work that is considered to be out of scope including labor and materials as required. On-site installation work is subject to the conditions noted below:

- Cleaning up or rerunning wires beyond the work necessary to connect the firewall or other Netsurion provided equipment to the network and network devices to the firewall is out of scope and will not be performed.
- Any other work not specifically stated in the On-Site Installation Scope of Work detail above.
- Any required permit fees will be passed on to the customer at cost plus 20%
- Delay time due to items outside of Netsurion's or Technician's control will be billed at the appropriate T&M rate
- No physical labor to be completed during the survey visit
- Any union locations will be billed at the appropriate union T&M rates and marked up 20%
- Out of scope work / delay time will be handled through a change order process.
- Any required man lifts will be passed on to the customer at cost plus 20%
- All shipping charges will be passed on to the customer at cost plus 20% or shipped on customer account
- All applicable taxes will be added at time of invoicing.

Remote Installation Scope of Work:

- Customer will place/mount the firewall and other equipment (if applicable) in a suitable location (see requirements below), plug it in and connect appropriate patch cables for the Internet modem/router, POS device(s) and other connected systems to the firewall and vice versa and to patch panel (if any) as necessary for proper securityconfiguration/segmentation.
- If an external wireless access point(s) is to be installed, customer will locate a suitable location and mount the access point(s). Customer will install PoE injector and connect it to cable running to access point(s).
- If cellular backup services are subscribed to, Netsurion provided cellular gateway should be mounted on the wall near the Firewall and must NOT be placed to rest directly on top of the firewall or any other electronic equipment as connectivity to the cellular network will be unreliable.
- Netsurion installation technician will work remotely with on-site customer contact to configure the firewall.
- Netsurion installation technician does not test business applications following installation. Netsurion will work with an on-site location contact to have them test each application specified for connectivity and to ensure they are functioning as they were prior to the Firewall install.

Remote Installation Out of Scope Work: The customer shall negotiate directly with Onsite Engineer/technician for any work that is considered to be out of scope including labor and materials as required. On-site installation work is subject to the conditions noted below:

- Any other work not specifically stated in the On-Site Installation Scope of Work detailabove.
- Additional time spent configuring up the Firewall to accommodate non-standard configurations will be billed at the appropriate T&M rates
- Additional time spent due to items outside of Netsurion's technician's control will be billed at the appropriate T&M rate
- All applicable taxes will be added at time of invoicing

Customer Requirements for Installation:

- Work is assumed to take place during standard business hours (Monday thru Friday 7am to7pm)
- All areas of work to be completed will be accessible to installer w/ minimaldelays
- Customer must choose a location for the Firewall and any other Netsurion provided equipment to be installed. Location(s) must be elevated, clean and such that the equipment is unlikely to be damaged due to spills or other misuse. Firewall location must be in close proximity to the customer's Internet modem/router and other network gear that must be connected to theFirewall.
- Netsurion requests a 2-week lead time from the submission of all required paperwork (CNSAs, SOWs, Work Order, etc) to ensure proper scheduling and material procurement.
- A list of all business applications must be provided to Netsurion prior to installation to ensure the Firewall is configured properly to allow those applications to function as before.
- Contact information for vendors providing various connected systems (networked) must be provided to Netsurion in the event troubleshooting is necessary to restore connectivity or troubleshoot other issues after the firewallinstallation.
- Customer must provide Netsurion installation technician with Login credentials (username and password) for any existing routers, modems or firewalls currently in use at location.
- If a remote installation is to be performed, Customer must have administrative privileges for and access to a PC on the location's existing network.

Netsurion will not be responsible for:

- Circumstances where the installing technician is late but is still able to complete the installation in the allotted timeframe.
- Circumstances where the technician is unable to complete the installation due to issues caused by others (Owner, Operator, Owner/Operator employees or designees, etc.)
- Circumstances where the installing technician is turned away upon arrival or the installation is unable to be completed due to the sites lack of readiness or failure of customer to provide information needed to successfully complete installation.
- Post-install connectivity or access issues associated with Business applications that Netsurion was not made aware of prior to installation. Netsurion can only configure for and test applications that we are aware of and cannot troubleshoot or resolve issues where contact with another vendor is needed but not provided.

Cellular Backup Service, Cellular Data Usage, Pooling and Under/Over Usage. Cellular services provided to Customer by Netsurion are provided expressly as a temporary backup circuit to be used at Customer's location only in circumstances where the primary data circuit becomes inoperable. Customer is expressly prohibited from using Netsurion's Cellular Backup Service as a replacement for or in place of Customer's primary data circuit at any Location. In the event Customer's primary circuit becomes inoperable, it is the Customer's responsibility to engage their primary data circuit provider to repair inoperable circuits and restore connectivity as quickly as possible. Netsurion configures deployed firewalls to automatically failover to the backup cellular circuit in circumstances where the primary circuit is detected to be inoperable and to fail back when the primary circuit is restored. Netsurion further reserves the right to configure deployed

firewalls to limit the throughput of data traffic through the cellular backup circuit to critical functions such as credit card processing and customer should have no expectation that all location connectivity will be available or operate at typically experienced speeds when the backup cellular circuit is in use. Customer is expressly prohibited from using a Netsurion deployed cellular gateway if removed from its configured connection to the firewall. Customer acknowledges that they are responsible for all Over Usage in cases where the cellular gateway is used after being removed from its configured connection to the firewall.

Individual Locations ("IL") that subscribe to a pooled cellular failover plan, are combined with other related Locations associated with the same individual Legal Entity ("LE") to create a "Data Pool." An LE consists of an individual legal entity contracted with Netsurion and their subset of associated Locations within that legal entity that subscribe to the Netsurion cellular failover plan. Every billing cycle, each IL first uses its plans included domestic data usage ("Included Usage") per subscribed location per month. If an IL does not use all its Included Usage, it creates an underage in the amount of the unused MB of data usage ("Under Usage"). If an IL uses more than its Included Usage, it creates an overage in the amount of the excess MB of data usage ("Over Usage"). The Data Pools Under Usage amounts for each IL and Over Usage amounts for each IL are then aggregated respectively within the LE and the totals are compared. If the aggregate Under Usage amount exceeds the aggregate Over Usage amount for the LE, then those ILs incurring an Over Usage will not be charged an overage fee. Any excess Under Usage will be forfeited. If the aggregate Over Usage amount exceeds the aggregate Under Usage amount for the LE, then each IL incurring Over Usage will be billed for their individual Over Usage on a per MB basis at the rate defined above. Any partial MBs are rounded up to the next whole MB. Customer understands that there is a probability that an Over Usage will result when any traffic traverses the cellular backup circuit. Customer understands that it is responsible for paying any overage fees for the IL(s) incurring Over Usage if said Over Usage exceeds the Data Pools usage amount.

Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider of its affiliates or contractors and that Customer is not a third-party beneficiary of any agreement between customer and the underlying carrier. Customer hereby waives any and all claims or demands therefor.

Data Transfer Rate: If 4G is not available at a location, the Gateway will automatically fail back to 3G.

On-Site Installation. Netsurion provides on-site installation services through partners based on a defined Scope of Work. Netsurion charges for these services on a time and materials basis. Netsurion will make all commercially reasonable efforts to complete on-site installation work in the duration specified on any Statements of Work. Notwithstanding, Customer acknowledges it may not be possible for Installations to be completed in the time specified or in accordance with Customer expectations due to factors beyond Netsurion's control and Customer acknowledges responsibility for paying any and all fees associated with time spent performing on-site installations.

On-Site Installation Scope of Work:

- On-site technician will work with customer to locate an area in the back office where the Netsurion provided equipment (eg. Firewall) will be placed. Location must be in close proximity to the customer's Internet modem/router and other network gear that must be connected to the Firewall.
- On-site technician will place/mount the firewall and other equipment, if applicable, in the location determined, plug it in and connect appropriate patch cables for the Internet modem/router, POS device(s) and other connected systems to the firewall and vice versa and to patch panel (if any) as necessary for proper security configuration/segmentation.
- If an external wireless access point(s) are to be installed, on-site technician will work with customer to locate a suitable location and mount the access point(s). On-site technician will install PoE injector and connect it to cable running to access point.
- On-site technician will work with remote Netsurion installation technician to configure the firewall
- On-site technician does not test business applications following installation. Netsurion will work with an on-site location contact to have them test each application specified for connectivity and to ensure they are functioning as they were prior to the Firewall install.

On-site Installation Out of Scope Work: The customer shall negotiate directly with Onsite Engineer/technician for any work that is considered to be out of scope including labor and materials as required. On-site installation work is subject to the conditions noted below:

- Cleaning up or rerunning wires beyond the work necessary to connect the firewall or other Netsurion provided equipment to the network and network devices to the firewall is out of scope and will not be performed.
- Any other work not specifically stated in the On-Site Installation Scope of Work detail above.
- Any required permit fees will be passed on to the customer at cost plus 20%
- Delay time due to items outside of Netsurion's or Technician's control will be billed at the appropriate T&M rate
- No physical labor to be completed during the survey visit
- Any union locations will be billed at the appropriate union T&M rates and marked up 20%
- Out of scope work / delay time will be handled through a change order process.
- Any required man lifts will be passed on to the customer at cost plus 20%
- All shipping charges will be passed on to the customer at cost plus 20% or shipped on customer account
- All applicable taxes will be added at time of invoicing.

Netsurion LLC	**Customer**
By: _____	**By:** _____
Name: John Conn	**Name:** _____
Title: Chief Operating Officer	**Title:** _____

This Work Order provides information on a new location or services to be provisioned on behalf of ("Customer") and is subject to and made a part of the Computer Network Service Agreement ("CNSA") between Customer and Netsurion, LLC ("Netsurion"), dated ..... This Work Order, together with the CNSA and any associated Exhibits govern the sale and purchase of the Services described below.

CUSTOMER INFORMATION

Customer Name (*must match legal entity name on CNSA*):

Customer Address:

BILLING INFORMATION

Billing Entity Name:

Billing Address Same as (check one): ☑ Customer Address ☐ Installation Location Address

Billing Address:

Transaction Authorization Agreement Form is (check one): ☐ Attached ☑ On File

INSTALLATION LOCATION INFORMATION

Common Business Name: Tropical Smoothie Store / Unit Number:

Installation Location Phone: Order Type: New

Merchant ID Number *(required for enrollment in Data Breach Financial Protection Program)*:

Installation Address is same as: ☐ Customer Address

Installation Address:

SHIPPING INFORMATION *(Required. Where Netsurion will ship equipment)*

Ship to Company Name: To Attention of: Phone: Ship-To Address Same as (check one): ☐ Customer Address ☐ Installation Location Address

Shipping Address:

Special Instructions:

CONTACT INFORMATION

It is imperative that the appropriate people be designated with the permissions necessary to install, support, and authorize changes to Netsurion services at this location(s). Due to data security best practices, Netsurion is only able to modify or grant permissions if the requestor is an Administrator for the Customer location. Administrators may grant Admin access to others.

- **Password Delivery.** Netsurion verifies the identity of users by sending them an authentication code via SMS text to their cell phone and/ or via email to their email address. Netsurion also sends a One-time Password ("OTP") to users via SMS text or email when they attempt to log in to a Netsurion portal. This OTP needs to be entered on the portal to complete the login.
- **Reseller** indicates that the contact is an employee of or contractor to the company that is selling Netsurion services to this location.
- **Employed by Owner** indicates that the contact either owns the business that operates this location or is employed by the owner.
- **Third Party** indicates that this contact is not a Reseller or Owner and has some other affiliation to this location.

Description of Permissions:

Role/Permission	Description
Admin	Grants user permission to authorize all changes to the account and its associated hardware, features, and contacts. **THERE MUST BE ONE ADMIN CONTACT PER LOCATION.**
Installation Coordinator	Person authorized to work with Netsurion to coordinate the equipment installation. **THERE MUST BE ONE INSTALLATION COORDINATOR PER LOCATION.**
Support	Enables the user to receive alerts and grants the user permission 1) to be given sensitive network information, 2) to authorize the addition of Rogue Devices to the firewall's Baseline, and 3) to make modifications to their own contact information (phone, email). Activates alerts to be emailed to the contact
Remote Access	If you purchased Secure Remote Access, you must select Remote Access permission for each contact that will use this service. Grants user Remote Access to any enabled machines.
Advanced Threat Protection (ATP)	If you purchased EventTracker Endpoint Monitoring or SIEM-at-the-edge, grants user permissions to receive email reports and alerts and access the Advanced Threat Protection portal and device log files. Applies to Endpoint Monitoring (EM) and SIEM at Edge. If customer has subscribed to SIEM at Edge then will also receive critical notifications via phone call.
Sensor Download	If you purchased EventTracker Endpoint Monitoring or SIEM-at-the-edge, you must designate a contact to receive email with link and instructions to install ATP sensors on devices for the Location.
FIM Sensor and Portal	If you purchased the File Integrity Monitoring (FIM) service, you must designate at least one contact who will receive the email with the link and instructions to install the FIM sensors and have access to the FIM portal.
Primary PCI Contact	If you purchased a PCI package, you must designate a single contact as the Primary PCI Contact. The Primary PCI Contact will be 1) responsible for managing the Self-Assessment Questionnaire (SAQ) and external vulnerability scanning 2) will receive compliance alerts via email 3) will be granted access to the PCI Compliance Manager Portal to access SAQ tools and scan results. **THERE CAN ONLY BE ONE PCI CONTACT PER LOCATION.**
Read-only PCI Contact	Will be granted read-only access to the compliance portal to view SAQ and ASV Scan results, but will not be able to edit any items or receive alerts.

CONTACT 1

Name: Eugene Chang Title: Technology Delivery & Installation Manager Email: echang@tropicalsmoothie.com Office Phone: 770-821-1924 Cell Phone: Carrier:

Password Delivery: ☐ SMS Text ☑ Email

Affiliation with Location: ☐ Reseller ☐ Owner or Owner Employee ☑ Third Party

Permissions/Role (*check all required for contact*):

☑ Admin (*must be one per location*) ☐ Installation Coordinator (*must be one per location*) ☑ Support

☑ Remote Access ☑ Sensor Download ☑ Advanced Threat Protection

☑ FIM Sensor and Portal ☐ Primary PCI Contact (*can only be one per location*) ☑ Read-only PCI Contact

CONTACT 2 (*optional*)

Name: Title:

Email: Office Phone:

Cell Phone: Carrier:

Password Delivery: ☐ SMS Text ☐ Email

Affiliation with Location: ☐ Reseller ☐ Owner or Owner Employee ☐ Third Party

Permissions/Role (check all required for contact):

☐ Admin (*must be one per location*) ☐ Installation Coordinator (*must be one per location*) ☐ Support

☐ Remote Access ☐ Sensor Download ☐ Advanced Threat Protection

☐ FIM Sensor and Portal ☐ Primary PCI Contact (*can only be one per location*) ☐ Read-only PCI Contact

CONTACT 3 (*optional*)

Name: Title:

Email: Office Phone:

Cell Phone: Carrier:

Password Delivery: ☐ SMS Text ☐ Email

Affiliation with Location: ☐ Reseller ☐ Owner or Owner Employee ☐ Third Party

Permissions/Role (check all required for contact):

☐ Admin (*must be one per location*) ☐ Installation Coordinator (*must be one per location*) ☐ Support

☐ Remote Access ☐ Sensor Download ☐ Advanced Threat Protection

☐ FIM Sensor and Portal ☐ Primary PCI Contact (*can only be one per location*) ☐ Read-only PCI Contact

CONTACT 4 (*optional*)

Name: Title:

Email: Office Phone:

Cell Phone: Carrier:

Password Delivery: ☐ SMS Text ☐ Email

Affiliation with Location: ☐ Reseller ☐ Owner or Owner Employee ☐ Third Party

Permissions/Role (check all required for contact):

☐ Admin (*must be one per location*) ☐ Installation Coordinator (*must be one per location*) ☐ Support

☐ Remote Access ☐ Sensor Download ☐ Advanced Threat Protection

☐ FIM Sensor and Portal ☐ Primary PCI Contact (*can only be one per location*) ☐ Read-only PCI Contact

Netsurion™

REQUIRED SITE INFORMATION

CREDENTIALS FOR DEVICES NETSURION MUST ACCESS TO COMPLETE INSTALLATION (*Required*)

This information is essential for Netsurion to complete the installation. Failure to provide it will result in the postponement of the installation and assessment of rescheduling fees.

Internet Modem/Router Existing Firewall (if applicable) Other Firewall or Router (if applicable)

Username:

Password:

WIRELESS INFORMATION (*Required if Netsurion WiFi services used*)

The unique name(s) Netsurion will configure your wireless networks to use. Is the name Wi-Fi devices will use to locate and connect to.

Wireless Network #1 Name: Wireless Network #2 Name:

Wireless Network #3 Name: Wireless Network #4 Name:

URL INFORMATION (*Required*)

Provide websites and URLs to which access is required for your business (e.g. www.mybank.com)

REMOTE ACCESS DEVICES (*Required if remote access to any business applications needed*)

List Devices at the location that you connect to when you are away from the location (e.g. DVR, Time Clock, Security System, etc.)

OPTIONAL SITE INFORMATION

INTERNET SERVICE PROVIDER INFORMATION (*Optional*)

Required if Circuit Monitoring, Repair and Resolution service purchased

☐ Check to authorize Netsurion to call Internet Service provider to resolve internet outages.

Internet Provider Name:

Internet Provider Phone: Account Number:

Type of Internet Connection: ☐ DSL ☐ Cable ☐ T1 ☐ Other

Type of IP Addressing: ☐ DHCP ☐ Static IP ☐ PPPoE

ADDITIONAL TECHNICAL INFORMATION (*Optional*)

Please provide any other technical information needed to install the firewall and activate Netsurion services.

ACKNOWLEDGEMENT

Customer submits this work order and acknowledges the following terms:

1. Providing the information requested on this Work Order accurately and completely is critical for Netsurion to successfully perform the installation and configuration of our services. Information that is inaccurate or missing will likely result in delays installing Netsurion services and will likely cause greater business disruption during and after the installation.
2. It is the Customer's responsibility to keep scheduled installation appointments. Remote installation appointment cancellations made less than two (2) business days in advance WILL result in a $150 rescheduling fee. On-site Installation appointment cancellations made less than two (2) business days in advance WILL result in a $250 rescheduling fee.
3. Netsurion will only grant portal access to or communicate with persons specified as authorized contacts or who have been added as a Contact by an authorized Admin Contact. Each Contact will only be allowed the permissions that are designated for them.
4. Customer is responsible for review and download of scans through Netsurion self-service portals as needed.
5. Distribution of scans to appropriate parties is the responsibility of the Customer at their discretion.
6. If Internet connectivity is not a terrestrial high-speed always on standard DSL, fiber, broadband, or dedicated circuit (i.e. T1 or similar), Netsurion services may not perform optimally. Netsurion does not manage your Internet circuit. Unless you subscribe to our "Circuit Monitoring and Resolution" services Netsurion is not able to repair or engage your Internet service provider to assist you with repairs.

Signature:

Printed

Name: Title:

Phone:

Email:

EXHIBIT N TO THE DISCLOSURE DOCUMENT

FRANCHISEE DISCLOSURE QUESTIONNAIRE

TROPICAL SMOOTHIE CAFÉ, LLC
FRANCHISEE DISCLOSURE QUESTIONNAIRE

As you know TROPICAL SMOOTHIE CAFÉ, LLC ("we" or "us"), and you are preparing to enter into a Franchise Agreement for the operation of a Tropical Smoothie Cafe® Restaurant. The purpose of this Questionnaire is to determine whether any statements or promises were made to you that we have not authorized or that may be untrue, inaccurate or misleading, to be certain that you have been properly represented in this transaction, and to be certain that you understand the limitations on claims you may make by reason of the purchase and operation of your franchise. **Do not sign or date this Questionnaire the same day as the Receipt for the Franchise Disclosure Document; you should sign and date this Questionnaire the same day you sign the Franchise Agreement.** Please review each of the following questions carefully and provide honest responses to each question.

Yes__No__ 1. Have you received and personally reviewed the Franchise Agreement and each addendum, exhibit or schedule attached to it?

Yes__No__ 2. Did you receive the Franchise Agreement and each related agreement, containing all material terms, at least 7 calendar days before signing any binding agreement with us or an affiliate? (Note: This does not include changes to any agreement arising out of negotiations you initiated with us.)

Yes__No__ 3. Have you received and personally reviewed the Franchise Disclosure Document ("FDD") we provided?

Yes__No__ 4. Did you receive the FDD at least 14 calendar days before signing the Franchise Agreement or any related agreement, or before paying any funds to us or an affiliate?

Yes__No__ 5. Did you sign a receipt for the FDD indicating the date you received it?

Yes__No__ 6. Do you understand all the information contained in the FDD, the Franchise Agreement, and each related agreement and/or addendum?

If No, what parts of the FDD, Franchise Agreement and/or related agreements do you not understand? (Attach additional pages if necessary.)

_____

_____

_____

Yes__No__ 7.A. Have you reviewed the FDD, Franchise Agreement, and each addendum, exhibit or schedule with a lawyer, accountant or other professional advisor?

Yes__No__ 7.B. Do you wish to have more time to review the FDD, Franchsie Agreement, and each addendum, exhibit or schedule with a lawyer, accountant or other professional advisor?

Yes__No__ 8. Do you acknowledge and understand that no parent or affiliate of ours promises to back us financially or otherwise guarantees our performance or commits to perform post-sale obligations for us?

Yes__No__ 9. Do you understand the risks of developing and operating a Tropical Smoothie Cafe Restaurant?

Yes__No__ 10. Do you understand the success or failure of your franchise will depend in large part upon your skills, abilities and efforts and those of the persons you employ, as well as many factors beyond your control such as weather, competition, interest rates, the economy, inflation, labor and supply costs, lease terms and the marketplace?

Yes__No__ 11. Do you understand we and our affiliates retain the exclusive, unrestricted right to engage, directly or through others, in the production, distribution and sale of products and services under the Tropical Smoothie Café® name or other mark, through alternative channels of distribution, which may compete with your unit and adversely affect its sales?

Yes__No__ 12. Do you understand that, except where prohibited by the laws of your state, all disputes or claims you may have arising out of or relating to the Franchise Agreement must be litigated in Georgia, if not resolved informally or by mediation?

Yes__No__ 13. Do you understand that you and your manager must satisfactorily complete the initial training course before we will allow your Franchised Business to open? (See Sections 3A.5. and 5.G. of the Franchise Agreement.)

Yes__No__ 14. Has any employee or other person speaking on our behalf made any statement, promise or agreement concerning advertising, marketing, media support, marketing penetration, training, support service or assistance that is contrary to, or different from, the information contained in the Franchise Agreement and/or the FDD?

Yes__ No__ 15. Has any employee or other person speaking on our behalf made any statement or promise regarding the actual, average or projected profits or earnings, the likelihood of success, the amount of money you may earn, or the total amount of revenue a Tropical Smoothie Cafe Restaurantwill generate, that is not contained in the FDD or that is contrary to, or different from, the information contained in the FDD?

Yes__ No__ 16. Have you paid any money to us or our affiliate(s) concerning the franchise opportunity prior to today?

If you answered "Yes" to any one of questions 14–16, please provide a full explanation of each "Yes" answer below. (Attach additional pages if necessary.)

_____

_____

_____

_____

Yes__ No__ 17. Do you understand that the Franchise Agreement (and ancillary agreements and addenda, if any) contains the entire agreement between us and you concerning the franchise for the Tropical Smoothie Cafe Restaurant, meaning any prior oral or written statements not set out in the Franchise Agreement will not be binding?*

Yes__No__ 18. Do you acknowledge and understand that the Franchise Agreement and related agreements are not effective until signed by us?

YOU UNDERSTAND THAT YOUR ANSWERS ARE IMPORTANT TO US AND THAT WE WILL RELY ON THEM. BY SIGNING THIS QUESTIONNAIRE, YOU ARE REPRESENTING THAT YOU HAVE CONSIDERED EACH QUESTION CAREFULLY AND RESPONDED TRUTHFULLY TO THE ABOVE QUESTIONS.

_____ Signature of Franchise Applicant #1 _____ Name (please print) Dated _____	_____ Signature of Franchise Applicant #2 _____ Name (please print) Dated _____
_____ Signature of Franchise Applicant #3 _____ Name (please print) Dated _____	_____ Signature of Franchise Applicant #4 _____ Name (please print) Dated _____
_____ Signature of Franchise Applicant #5 _____ Name (please print) Dated _____	_____ Signature of Franchise Applicant #6 _____ Name (please print) Dated _____

* Nothing contained in this Questionnaire is intended to disclaim the representations we made in the FDD that we furnished to you.

EXHIBIT O TO THE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

TROPICAL SMOOTHIE CAFÉ, LLC
STATE REGISTRATIONS

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

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

STATE	**EFFECTIVE DATE**
California	April 24, 2020, amended effective _____
Hawaii	June 25, 2020, amended effective _____
Illinois	April 23, 2020, amended effective _____
Indiana	April 21, 2020, amended effective September 4, 2020
Maryland	See separate state FDD.
Michigan	April 21, 2020, amended effective September 4, 2020
Minnesota	June 4, 2020, amended effective _____
New York	June 8, 2020, amended effective _____
North Dakota	April 27, 2020, amended effective _____
Rhode Island	May 11, 2020, amended effective _____
South Dakota	April 23, 2020, amended effective September 4, 2020
Virginia	April 27, 2020, amended effective _____
Washington	See separate state FDD.
Wisconsin	April 21, 2020, amended effective _____

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.

EXHIBIT P TO THE DISCLOSURE DOCUMENT

RECEIPTS

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If TROPICAL SMOOTHIE CAFÉ, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration, whichever occurs first.

If TROPICAL SMOOTHIE CAFÉ, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (as listed in Exhibit "A" to this disclosure document).

The franchisor is Tropical Smoothie Café, LLC, located at 1117 Perimeter Center West, Suite W200, Atlanta, Georgia 30338. Its telephone number is (770) 821-1900.

We authorize the respective state agencies identified on Exhibit "A" to receive service of process for us if we are registered in the particular state.

Issuance Date: April 21, 2020, as amended September 4, 2020

The name, principal business address, and telephone number of the franchise sellers offering the franchise are:

Name	**Principal Business Address**	**Telephone Number**
Charles Watson, Jennifer Folger, Matt Collins, Austin Sills, Richard Key, Robert Fischer, Chris O'Connor, Cheryl Fletcher, Chris Leavitt, Brian Blosser	1117 Perimeter Center West, Suite W200, Atlanta, GA 30338	(770) 821-1900
See Exhibit "K" for information on Area Developers (if any) in your area.	See Exhibit "K" for information on Area Developers (if any) in your area.	See Exhibit "K" for information on Area Developers (if any) in your area.

I received a disclosure document dated April 21, 2020, as amended September 4, 2020. (See the state effective date summary page for state effective dates.) The disclosure document included the following Exhibits:

A	State Agencies and Administrators/Agents for Service of Process	J	Roster of Current and Former Franchises
B	Form of Franchise Agreement	K	Information about Our Area Developers
C	Form of Multi-Unit Development Addendum to Franchise Agreement	L	Financial Statements
D	Pre-Authorized Bank Form	M	Other Agreements
E	Owners' Guaranty		M-1 OLO Online Ordering Services Agreement
F	State Specific Addenda and Riders		M-2 Netsurion Agreement
G	Addendum to Lease Agreement/Conditional Assignment of Lease	N	Franchisee Disclosure Questionnaire
H	Nondisclosure and Noncompetition Agreement	O	State Effective Date Page
I	Operating Manual Table of Contents	P	Receipts

KEEP THIS COPY FOR YOUR RECORDS.

_____ _____

Signature Date

Print Name:_____

RECEIPT

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I	Operating Manual Table of Contents	P	Receipts

RETURN THIS RECEIPT TO US AT:
TROPICAL SMOOTHIE CAFÉ, LLC
1117 Perimeter Center West, Suite W200, Atlanta, Georgia 30338
Tel: 770-821-1900 / Fax: 770-821-1895
E-mail: info@tropicalsmoothie.com

_____ _____
Signature Date
Print Name:_____