FRANCHISE DISCLOSURE DOCUMENT

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

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, salads, and bowls (a "**Franchised Business**").

The total investment necessary to begin operation of a single-unit Tropical Smoothie Cafe franchise is $300,000 to $720,500. This includes $45,000 that must be paid to franchisor or its affiliate, consisting of a franchise fee of $35,000 and a grand opening marketing contribution of $10,000. If a franchisee chooses to sign a Multi-Unit Development Addendum, a $25,000 franchise fee for the second and each additional unit must be paid to franchisor or an affiliate.

This disclosure document summarizes certain provisions of your Franchise Agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no 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 or Jennifer Folger 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 12, 2024, as amended June 11, 2024

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 I.
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 J 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 I 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.

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

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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 indirect parent holding company is Peach TopCo LP, which is managed by its general partner, Peach TopCo GP LLC, and our direct parent company is Tropical Smoothie Café Holdings, LLC. Both of these parent companies share our principal business address. On June 10, 2024, we were acquired by investment funds managed by affiliates of Blackstone, Inc. ("**Blackstone**"), which acquisition 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.

Our affiliates include investment funds managed by affiliates of Blackstone. Affiliates of Blackstone also manage investment funds that are affiliated with (and, as a result, we are affiliated with) the franchise programs listed below. None of these affiliates have offered franchises in any line of business other than as listed below, and none of them have conducted a Tropical Smoothie Cafe restaurant.

1. Servpro Franchisor, LLC and its predecessors ("**Servpro**") have offered franchises for SERVPRO® Businesses in the United States since June 1977. SERVPRO Businesses primarily provide professional residential and commercial cleaning services; fire, smoke, water, wind, and other damage cleaning, restoration, mitigation, and reconstruction services; construction services; mold remediation and bioremediation services; and cleaning and disinfection services. As of December 31, 2023, there were 2,202 franchised SERVPRO Businesses in the United States. Servpro Franchisor, LLC's principal business address is 801 Industrial Boulevard, Gallatin, Tennessee 37066.

2. Servpro International, LLC, an affiliate of Servpro ("**Servpro International**"), has since June 2010 franchised and/or owned affiliates that franchise SERVPRO® Businesses in countries outside the U.S. Its principal business address is 801 Industrial Boulevard, Gallatin, Tennessee 37066. Servpro Industries (Canada) ULC, a subsidiary of Servpro International, is the franchisor of the SERVPRO Business system in Canada beginning in May 2015. Its principal place of business is 680 Waterloo Street, London, Ontario, Canada N6A 3V8. As of December 31, 2023, there were 27 SERVPRO® Businesses operating in Canada.

3. Brew Culture Franchise, LLC ("**Brew Culture**") has offered franchises for 7 BREW® Stores since March 2021. 7 BREW® Stores are high-capacity drive-thru, quick-serve coffee stores that offer and sell coffee, coffee-based, and other beverages. As of December 31, 2023, there were 162 franchised and 18 company-owned 7 BREW® Stores operating in the United States. Brew Culture's principal business address is 2 North College Avenue, Fayetteville, Arkansas 72701.

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 Tropical Smoothie Cafe restaurants (each a "**Tropical Smoothie Cafe Restaurant**" and collectively "**Tropical Smoothie Cafe Restaurants**"), which are customer-driven businesses that sell a variety of premium, handcrafted smoothies made with select fruit and vegetables blended fresh in the restaurant using proprietary recipes, as well as specialty sandwiches, flatbreads, wraps, salads, and bowls. We refer to this business as the "**Franchised Business**" in this disclosure document. In order to operate a Tropical Smoothie Cafe Restaurant, 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. We will provide our then-current System standards, as they are modified and/or updated for Franchised Businesses (the "**System Standards**"). We may periodically modify the System Standards, and those modifications may require you to invest additional capital in your Franchised Business and/or incur higher operating expenses.

Area Developers

In the past, we granted area representative rights to individuals called "**Area Developers**" who acted as our sales representative within a defined geographic area to solicit prospective franchisees and to provide operational support. We offered area representative rights beginning September 2012, and our predecessor Tropical Smoothie Franchise Development Corporation ("**TSFDC**") did so from 1997 until August 2012. We no longer offer Area Developer territories, and we no longer have any Area Developers.

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 the restaurant using proprietary recipes, as well as specialty sandwiches, flatbreads, wraps, salads, 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 third-party delivery and catering programs help to deliver the "tropical experience" direct to the consumer, whether they are at work or at home. Consumers can enjoy our smoothies and food 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, System Standards, and specifications. Your Franchised Business must offer all of the products and services we specify. Your Franchised Business will occupy approximately 1,400 to 1,600 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, flatbreads, wraps, salads and bowls 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.

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, Americans with Disabilities Act ("**ADA**") requirements, Patient Protection and Affordable Care Act, and applicable labor laws).

ITEM 2. BUSINESS EXPERIENCE

Unless otherwise stated, individuals listed below are based in our offices in Atlanta, Georgia.

CHIEF EXECUTIVE OFFICER: Charles L. Watson

Charles Watson has been our Chief Executive Officer since December 2018. Since April 2018, he has also served as an Operating Partner of 10 Point Capital, in Atlanta, Georgia.

CHIEF FINANCIAL OFFICER: Paul Marsden

Paul Marsden has been our Chief Financial Officer since May 2017.

CHIEF INFORMATION AND DIGITAL OFFICER: Michael Lapid

Michael Lapid has been our Chief Information and Digital Officer since October 2019. From August 2017 to October 2019, he was Vice President of Global Digital Technology at Papa John's International in Louisville, Kentucky.

CHIEF DEVELOPMENT OFFICER: Cheryl A. Fletcher

Cheryl Fletcher has been our Chief Development Officer since February 2021. From July 2018 to February 2021, she served as our Senior Vice President of Franchise Development.

CHIEF OPERATIONS OFFICER: Richard Key

Richard Key has been our Chief Operations Officer since September 2021. From October 2018 to August 2021, he served as our Senior Vice President of Operations.

CHIEF MARKETING OFFICER: Deborah von Kutzleben

Deborah von Kutzleben has been our Chief Marketing Officer since November 2021. From July 2018 to October 2021, she was Vice President of Brand Strategy, Advertising, and Menu at Arby's in Sandy Springs, Georgia.

GENERAL COUNSEL: Pete Ward

Pete Ward has been our General Counsel since June 2017.

ASSISTANT GENERAL COUNSEL: Karen Wickliffe

Karen Wickliffe has been our Assistant General Counsel since September 2021. From September 2018 to September 2021, she served as our Senior Corporate Counsel.

SENIOR VICE PRESIDENT OF SUPPLY CHAIN: Kristine Kingery

Kristine Kingery has been our Senior Vice President of Supply Chain since December 2021 and is based in Dallas, Texas. From January 2021 to December 2021, she served as our Vice President of Supply Chain and Strategic Initiatives. From August 2019 to December 2020, she was Senior Director of Supply Chain at Brinker International in Dallas, Texas. From February 2017 to August 2019, she served as our Senior Vice President of Supply Chain.

SENIOR VICE PRESIDENT OF FINANCE AND ANALYTICS: Chris Sasser

Chris Sasser has been our Senior Vice President of Finance and Analytics since December 2021. From July 2020 to December 2021, he served as our Vice President of Finance and Analytics. From April 2019 to July 2020, he served as our Senior Director of Finance. From November 2018 to April 2019, he was Brand Director at Atticus Franchise Group in Atlanta, Georgia. From April 2018 to November 2019, he was Director of Strategy at Atticus Franchise Group.

VICE PRESIDENT OF OPERATIONS SUPPORT AND TRAINING: Karen Grissom

Karen Grissom has been our Vice President, Operations Support and Training since November 2019. From August 2017 to November 2019, she served as our Senior Director of Training.

VICE PRESIDENT OF PEOPLE SERVICES: Loretta Sexton

Loretta Sexton has been our Vice President of People Services since July 2020. From April 2019 to July 2020, she served as our Senior Director of People Services. From October 2016 to April 2019, she served as our Director of People Services.

VICE PRESIDENT OF DIGITAL MARKETING: Melissa Cummings

Melissa Cummings has been our Vice President of Digital Marketing since April 2022 and is based in Wixom, Michigan. From November 2019 to April 2022, she was Director of Loyalty at Domino's Pizza, Inc. in Ann Arbor, Michigan. From January 2019 to November 2019, she was Manager of eCommerce A/B Testing at Domino's Pizza, Inc. in Ann Arbor, Michigan. From May 2018 to December 2019, she was Delivery Program Leader: Delivery Driver and Customer Tech Innovation at Domino's Pizza, Inc in Ann Arbor, Michigan.

VICE PRESIDENT OF FIELD MARKETING: Emily Spence

Emily Spence has been our Vice President of Field Marketing since July 2022 and is based in Pittsburg, Pennsylvania. From February 2009 to June 2022, she was Senior Director of Field Marketing at Inspire Brands in Atlanta, Georgia.

VICE PRESIDENT OF BRAND MARKETING: Emily Ciccone

Emily Ciccone has been our Vice President of Brand Marketing since April 2023. From February 2022 to April 2023, she was Vice President, Advertising and Integrated Marketing Communications at Inspire Brands in Atlanta, Georgia. From April 2019 to February 2022, she was Senior Director, Advertising at Inspire Brands. From October 2015 to April 2019, she was Director, Advertising at Inspire Brands.

VICE PRESIDENT OF MEDIA AND PARTNERSHIPS: Maya Steeves

Maya Steeves has been our Vice President of Media and Partnerships since February 2024 and is based in Wyckoff, New Jersey. From February 2022 to January 2024, she served as our Senior Director of Media and Partnerships. From February 2021 to January 2022, she served as our Senior Director of Local Media and Partnerships. From March 2018 to January 2021, she served as our Field Marketing Director.

VICE PRESIDENT, CHIEF INFORMATION SECURITY OFFICER AND TECHNOLOGY OPERATIONS: Ganjar Imansantosa

Ganjar Imansantosa has been our Vice President, Chief Information Security Officer and Technology Operations since March 2022 in Ann Arbor, Michigan. From October 2018 to March 2022, he was Director, Information Security at Dominos Pizza, Inc. in Ann Arbor, Michigan.

VICE PRESIDENT OF DIGITAL AND RESTAURANT TECHNOLOGY: Braden Turner

Braden Turner has been our Vice President of Digital and Restaurant Technology since January 2023. From December 2021 to January 2023, he served as our Vice President of Product Management. From May 2020 to November 2021, he served as our Director, Product Management. From January 2019 to April 2020, he was Manager, Digital Product Development for Intercontinental Hotel Group in Atlanta, Georgia. From

October 2015 to January 2019, he was Manager, Digital Guest Experience for Intercontinental Hotel Group in Atlanta, Georgia.

VICE PRESIDENT OF FRANCHISE DEVELOPMENT: Jennifer Folger

Jennifer Folger has been our Vice President of Franchise Development since August 2018.

SENIOR DIRECTOR OF FRANCHISE DEVELOPMENT: Austin G. Sills

Austin Sills has been our Senior Director of Franchise Development since March 2024. From February 2021 to February 2024, he served as our Director of Franchise Development. From January 2018 to February 2021, he served as our Manager of Franchise Development.

DIRECTOR OF FRANCHISE DEVELOPMENT: Eric Osborne

Eric Osborne has been our Director of Franchise Development since March 2024 and is based in Midlothian, Texas. From December 2022 to February 2024, he was Leader of Franchise Development at Hydrate IV Bar in Denver, Colorado. From May 2022 to September 2022, he was Regional Marketing Manager at Paul Davis Restoration in Jacksonville, Florida. From July 2021 to May 2022, he was Franchise Development Manager at Self Esteem Brands in Minneapolis, Minnesota. From July 2015 to February 2021, he was Account Executive at Fun Central, LLC in Carrollton, Texas.

VICE PRESIDENT OF DESIGN & CONSTRUCTION: Brian Blosser

Brian Blosser has been our Vice President of Design & Construction since January 2019 and is based on Spring Hill, Florida.

REGIONAL DIRECTOR OF OPERATIONS: Robert "Bob" Fischer

Robert "Bob" Fischer has been one of our Regional Directors of Operations since February 2019 and is based in Batavia, Ohio. From January 2018 to February 2019, he served as our Regional Director of Area Developers and was based in Batavia, Ohio.

REGIONAL DIRECTOR OF OPERATIONS: Christopher O'Connor

Christopher O'Connor has been one of our Regional Directors of Operations since March 2019 and is based in Thornton, Colorado. From September 2015 to March 2019, he was Regional Business Director for Papa Murphy's International in Vancouver, Washington.

REGIONAL DIRECTOR OF OPERATIONS: Dave Roche

Dave Roche has been one of our Regional Directors of Operations since July 2021 and is based in Flint, Michigan. From January 2020 to July 2021, he served as our Senior Franchise Business Leader and was based in Flint, Michigan. From January 2012 to December 2019, he was Vice President of Operations for LeMieux Development Corporation in Flint, Michigan.

SENIOR DIRECTOR OF OPERATIONS SUPPORT: Brandon Bedford

Brandon Bedford has been our Senior Director of Operations Support since February 2023 and is based in Fort Worth, Texas. From June 2018 to February 2023, he served as our Director of Cafe Opening Support and was based in Fort Worth, Texas.

DIRECTOR OF REAL ESTATE: Melissa Tinsley

Melissa Tinsley has been our Director of Real Estate since February 2022 and is based in Sunnyvale, Texas. From May 2017 to February 2022, she served as our Franchise Real Estate Manager in Fate, Texas.

DIRECTOR OF REAL ESTATE: Kristen Akel

Kristen Akel has been our Director of Real Estate since October 2022 and is based in Jacksonville, Florida. From October 2007 to September 2022, she was Senior Director of Real Estate at Firehouse Restaurant Group in Jacksonville, Florida.

DIRECTOR OF REAL ESTATE: Nick Reynolds

Nick Reynolds has been our Director of Real Estate since September 2022 and is based in Mound, Minnesota. From April 2021 to September 2022, he was our Real Estate Manager. From June 2016 to March 2020, he was Real Estate Manager for Regis Corporation in Edina, Minnesota. Since June 1999, he has also served as Principal of Reynolds Consulting in Mound, Minnesota.

DIRECTOR OF REAL ESTATE: Ben Lilla

Ben Lilla has been our Director of Real Estate since March 2024 and is based in Boca Raton, Florida. From August 2022 to March 2024, he was Director of Real Estate at Orange Theory Fitness in Boca Raton, Florida. From November 2018 to July 2022, he was Senior Real Estate Manager at Orange Theory Fitness.

SENIOR MANAGER, REAL ESTATE: Bobby Slawek

Bobby Slawek has been our Senior Manager of Real Estate since October 2022 and is based in Mt. Juliet, Tennessee. From January 2022 to October 2022, he was Real Estate Manager at Black Rifle Coffee Company in Salt Lake City, Utah. From July 2020 to January 2022, he was Real Estate Director for Wingstop LLC in Dallas, Texas. From February 2018 to February 2020, he was Franchise Development Manager at Jimmy John's LLC in Champaign, Illinois.

SENIOR MANAGER, REAL ESTATE: Nicholas Litterst

Nicholas Litterst has been our Senior Manager of Real Estate since March 2024. From November 2022 to March 2024, he was Senior Manager of Real Estate at Torchy's Tacos in Austin, Texas. From January 2019 to June 2022, he was Director of Operations for Great Clips in Minneapolis, Minnesota.

ITEM 3. LITIGATION

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

Prior Actions:

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), (Circuit Court of the 2nd Judicial Circuit Court, Leon County, Florida filed November 18, 2008). This lawsuit was 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 denied all of Plaintiffs' claims and denied 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 on November 22, 2016 for payment of $62,500 by Tropical Smoothie Café, LLC, and no admission of liability on the part of Tropical Smoothie Café, LLC.

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

ITEM 4. BANKRUPTCY

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

ITEM 5. INITIAL FEES

Initial Franchise Fee

The initial franchise fee for your first Tropical Smoothie Cafe Restaurant is $35,000, 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 $25,000, 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, military service, etc.). During 2023, 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 $17,500 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 Program 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 $10,000 and will be payable upon execution of the Franchise Agreement.

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. Any excess amounts left in the Grand Opening Contribution that are not used will be deposited in either the NMF Account (as defined in Item 11 below) or your local advertising cooperative in our sole discretion.

Incentive Referral Program

From time to time, we 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 except the State of Washington.

ITEM 6. OTHER FEES

Type of Fee [(1)]	Amount	Due Date	Remarks
Royalty Fee	6% of Gross Sales [(2)]	Payable weekly 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	5-6% of Gross Sales [(2)]	Payable weekly for the prior week's Gross Sales	The current National Marketing Fee is 5% of Gross Sales. In the future, we may increase the National Marketing Fee up to 6% of Gross Sales, at a time and in the manner determined by us in our sole discretion. 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 national, regional or local level. You must pay the National Marketing Fee by electronic funds transfer. (Franchise Agreement, Section 4.D.)

Type of Fee [1]	Amount	Due Date	Remarks
BOH Fees [3]	One-time implementation fee of $145, and $179 per 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, $30 per month	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, then we pay the online ordering vendor the monthly fee on your behalf and invoice you. Currently, the monthly fee is $30, but it may change. 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 from your account by electronic funds transfer. (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, the monthly fee is $103 per month, but it may change. 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	Payable the 3rd week of each month	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.)
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.)

Type of Fee [1]	Amount	Due Date	Remarks
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; $2,500 upon transfer of minority interest; or $1,500 upon transfer for convenience of ownership	Before transferring	Payable when more than a 49% interest in the Franchised Business is transferred to anyone, including an unrelated third party. When less than a 49% interest in the Franchised Business is transferred to anyone, other than a direct family member or a guarantor of your obligations, the Transfer Fee is $2,500. (Franchise Agreement, Section 13.B.) When 100% of your ownership interest in the Franchised Business is transferred to a corporate or limited liability company formed solely for the convenience of ownership, the Transfer Fee is $1,500. (Franchise Agreement, Section 13.C.)
Management Fee	10% of Gross Sales [2] 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.)

Type of Fee [1]	Amount	Due Date	Remarks
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.)
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.

Type of Fee [(1)]	Amount	Due Date	Remarks
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.
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 $50.00 start-up fee (currently paid by us); $14.95 monthly subscription (currently paid by us)	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 $50.00 and a monthly subscription fee of $14.95. These fees are paid to us via electronic funds transfer, and we pass them through to Qvinci. Currently the fees are not being collected from franchisees, but we expect this may change in 2024. To the extent the start-up fee and/or monthly subscription fee increases, you will be required to pay such increased fee. 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.)

Type of Fee [1]	Amount	Due Date	Remarks
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 System Standards after 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 Smoothie Cafe® Loyalty Platform and Owned Digital Marketing Programs [3]	$75 per month	On demand	You must pay a monthly fee for use of the loyalty platform and owned digital marketing programs either to us or directly to the vendor as we determine. The amount of this fee may change. Currently, we withdraw the fee from your account by 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 endeavor to impose these fees uniformly, but reserve the right, in our sole discretion, to make variances in special circumstances. 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 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.

The BOH system can be integrated with different accounting and payroll programs. Currently, you are not required to integrate your accounting and payroll programs with the BOH system, but if you choose to do so there may be additional one-time implementation fees, which can range from $450 to $2,700, depending on whether your accounting and payroll programs are supported by existing integrations or require custom integrations. We will deduct any such optional one-time implementation fees from your account by electronic funds transfer.

We reserve the right to charge additional technology-related fees and/or aggregate these individual fees into a monthly technology fee, which may include different, additional, or increased amounts.

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)	$17,500 to $35,000	Lump sum	When the Franchise Agreement is signed	Us
PROFESSIONAL FEES (2)	$7,000 to $18,000	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)	$136,000 to $190,500	Lump sum	As arranged	Designated Equipment Vendor
LEASEHOLD IMPROVEMENTS (4)	$113,000 to $332,000	Lump sum	Before opening	Designated Licensed Contractor or Designated Source
SIGNAGE	$4,500 to $26,000	Lump sum	Before opening	Suppliers
INITIAL INVENTORY (5)	$5,500 to $14,500	Lump sum	Before opening	Suppliers
INITIAL TRAINING	$500 to $15,000	Lump sum	As incurred	Your Employees, Suppliers of

Type of Expenditure	Amount	Method of payment	When Due	To Whom Payment is to Be Made
EXPENSES [6]				Transportation, Food, Lodging
INITIAL DEPOSITS [7]	$1,000 to $29,500	As arranged	As incurred	Landlord, Utility Providers, Insurance Companies, & Government Agencies
GRAND OPENING CONTRIBUTION [8]	$5,000 to $10,000	Lump Sum	When the Franchise Agreement is signed	Us
ADDITIONAL FUNDS (WORKING CAPITAL) (3 to 6 months) [9]	$10,000 to $50,000	As needed	As needed	Third parties
TOTAL [10]	**$300,000 to $720,500**			

*The amounts provided in this table are based on estimated costs for End-Cap or In-Line Tropical Smoothie Cafe Restaurants, which includes those located in or at "strip style" retail shopping centers but does not include drive-thrus. For the fiscal year 2023, these End-Cap and In-Line Tropical Smoothie Cafe Restaurants typically ranged 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 $35,000 to $55,000.

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 $25,000.

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 include (without limitation) the POS System (as defined and described below), 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, and artwork. 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 $136,000 to $190,500, 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 System 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 System 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 are not required to purchase point-of-sale ("**POS**") equipment for your Franchised Business, but you are required to participate in our designated hardware-as-a-service and software-as-a-service POS programs (the "**POS System**"). You are required to pay for certain initial, upfront costs for the POS System including, among other things, the cost of cabling, shipping, one-time set up fees for the POS, firewall, and gift cards, a one-time BOH implementation and configuration fee, and the cost of BOH equipment and tablets. These costs are included in the range above. You may also be required to pay a one-time credit fee, which is currently $1,500 but may increase in the future. Additional / ongoing fees, if any, related to your POS and BOH Systems, including subscription fees, are described in Items 6 and 11. The estimates in this Item related to POS and BOH System are based on leasing new, standard equipment for a newly built location with our standard configuration and layout. This estimate assumes you lease the hardware equipment for the Computer System (as defined in Item 11), however, if you decide to purchase certain hardware equipment for the Computer System, your costs may be higher, including costs required to obtain hardware warranties for such hardware equipment.

4. These amounts are our best estimate of finish-out costs only for End-Cap and In-Line Tropical Smoothie Cafe Restaurants which, for fiscal year 2023, ranged in size from 1,200 to 1,900 square feet. 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, 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. For the low estimate, we estimated a tenant improvement allowance of $43,500, which is the average tenant improvement allowance that franchisees reported to us. For the high estimate, we assumed that a tenant improvement allowance was not received. 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 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 $35,000 to $55,000.

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, lodging, meals, 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, and whether the training offered at the time you are required to complete training is virtual or in-person (as more fully described in Item 11). 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 $10,000 (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 you have previously developed and opened a Tropical Smoothie Cafe Restaurant, you must spend a minimum of $5,000 (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.

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 information provided by our franchisees to compile these estimates. The ranges provided reflect the highs and lows in all categories. 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. 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 System 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 System 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 2023, 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 and distributors 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 System Standards and Specifications

In order to maintain the uniformly high System 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 satisfies 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 System 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 System 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 POS System, BOH 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 System 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 the amounts and types of insurance coverage we require throughout the term of the Franchise Agreement, which currently are:

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, and our affiliates 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 System 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 System 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 System 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 31, 2023, we received rebates of $24,048,837, which amounted to approximately 15% of our total revenues of $163,825,651. 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, concentrates, 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 2023, 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, centralized cafe technology support desk and guest support services, point of sale and back of house office systems development, testing and implementation, contributions toward annual franchisee convention costs, licensing costs for our learning management system, financial data software subscription 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.

Miscellaneous

Currently, there 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 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. and 8.A.	Items 5, 7, 8 and 11

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
c. Site development	Sections 5.D. and 5.H.	Items 5, 7, 8 and 11
d. Initial and ongoing training	Sections 5.G., 5.I., 6.E., and 6.F.	Item 11
e. Opening	Sections 5.F., 5.H. and 5.I.	Item 11
f. Fees	Sections 4, 6.J, 6.K., 10.H., 11.C., 13.B., 13.G., 14. E., 15.D., 17, and 18.	Items 5 and 6
g. Compliance with System 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.A.9. and 6.A.14.	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., and 6.J.	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	Section 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 6.B.3.; and 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.

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 (the "**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).

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 F 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). We do not deliver or install any of these items.

   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 H 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. Periodically, 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 may be changed from time to time. (Section 3.B.8. of the Franchise Agreement).

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 System 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. If 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 $10,000 (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. Any excess amounts left in the Grand Opening Contribution that are not used will be deposited in either the NMF Account or your local advertising cooperative in our sole discretion.

If you have previously developed and opened a Tropical Smoothie Cafe Restaurant, then you must spend a minimum of $5,000 (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 consulting with us and the approved vendor(s) to create 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 $5,000 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 an amount equal to 5-6% of Gross Sales. The current National Marketing Fee is 5% of Gross Sales. In the future, we may increase the National Marketing Fee up to 6% of Gross Sales, at a time and in the manner determined by us in our sole discretion. The National Marketing Fee is placed in an account ("**NMF Account**") and we use it in part to cover among other things, the costs of: (a) designing and creating promotional, marketing and advertising resources, including, but not limited to, in-restaurant point of purchase materials, flyers, radio, television commercials, digital media, and other materials that we, in our sole discretion, deem appropriate, (b) researching, developing, and deploying new products and services, (c) conducting customer outreach and customer retention programs, including, but not limited to, email campaigns and customer loyalty programs, (d) conducting activities that are directly or indirectly designed to promote the System, its franchisees, and/or increase System sales, (e) employing advertising agencies, public relations firms, media buyers and creative talent, (f) administering the NMF Account, (g) contributing to local advertising cooperatives and/or local marketing initiatives as applicable, and (h) other marketing and promotional activities. Currently, we do not use any of the funds from the National Marketing Fee to principally solicit franchisees. At our election, we may use the NMF account to duplicate and distribute to you the advertising materials we create. If we choose not to do so, you may duplicate the advertising materials at your own cost. 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 or local 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 do not contribute to the NMF Account, all Franchised Tropical Smoothie Cafe Restaurants contribute to the NMF Account at a rate of 2% - 5% based on the terms of their respective franchise agreements. Currently, there is only 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.

6. We may require you to participate in an advertising cooperative, as further described below and in the Franchise Agreement, and we may allocate a portion of your National Marketing Fee that is deposited into the NMF Account to that advertising cooperative.

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 31, 2023, we used the National Marketing Fees as follows: 78% for marketing communications (including 55% for placement and 23% for production costs); 2% for research; 13% for general and administrative expenses; and 7% 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 and/or their designated representatives, as well as our employees. It is advisory only and does not have decision making authority. Currently, franchisees 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. In the event we require it, you must participate in a local advertising cooperative with other franchisees in your area. If we require you to participate in a local advertising cooperative, then we may allocate, in our sole discretion, a portion of the National Marketing Fee that is paid by you and the other franchisees in your area into your local advertising cooperative. The local advertising cooperative must spend any amounts contributed to it in accordance with mandatory administrative oversight by us in our sole discretion. If we require you to participate in a local advertising cooperative and 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. We (or our designee) will administer the funds in accordance with the direction (subject to our oversight) 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. 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. Financial statements are prepared for each cooperative and are made available to cooperative members at least annually. We will have the power to require a cooperative to be formed, 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).

Whether or not you are required to participate in a local advertising cooperative, we expect, but do not require, you to invest at your expense 1-2% of Gross Sales in additional restaurant-specific, local marketing activities to help establish your Franchised Business in your local community, including but not limited to participation with local schools through school lunch programs and fundraising opportunities, driving awareness of catering through bounce back distribution, providing smoothie drops at local schools and/or businesses, and joining your local chamber of commerce.

Digital 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 ADA, and our System Standards and specifications for any Online Site (which we may issue periodically in the Manuals or otherwise in writing), including but not limited to, performing security testing and following best practices and relevant laws related to data privacy and governance.

    (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).

You may only use the social media and/or networking websites that we approve to advertise or promote your Franchised Business ("**Approved Digital Marketing**"), and you are not permitted to use other social media and/or networking websites to advertise or promote your Franchised Business without our prior approval. Currently, the only Approved Digital Marketing is Facebook, which you are only permitted to use if you enter into an agreement with our approved vendor for paid media.

If you conduct any Approved Digital Marketing, you must comply with all System Standards and content requirements that we establish periodically and must immediately modify or delete any advertisements, posts, comments or any other public content that we determine, in our sole discretion, is not compliant with such System Standards or content requirements. Further, if you conduct any Approved Digital Marketing, or conduct any form of marketing or advertising to promote your Franchised Business, you must not send any email communications, SMS or text messages, or push notifications to any persons, whether actual or potential customers of the System or your Franchised Business.

We may withdraw our approval for you to conduct Approved Digital Marketing at any time.

Training Program

TRAINING PROGRAM

Franchisee Orientation – Approximately 2-3 Months Before Opening			
One Week of Classroom and Corporate Cafe 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
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 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), Receiving/Storing (P), Management POS Tasks (L), Cash Management (L), SMG (L).	–	40	Existing Tropical Smoothie Cafe Restaurant as selected by your 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 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 RD and/or FBL.
NEW RESTAURANT OPENING			
When the restaurant is ready to open, a member of the Cafe Opening Team, your RD and/or FBL will assist with opening the restaurant.	–	50	Your Franchised Business
TOTALS	**25**	**170-210**	

*As a result of the COVID-19 pandemic, we modified our training schedule and training format to accommodate applicable health and safety guidelines. Our current modified training is listed below. The classroom portion of our modified training is conducted virtually rather than in-person at our Support Center located in Atlanta, GA. In addition, we modified some of the subjects covered during the classroom portion of the training and the amount of time spent on those subjects. Our virtual classroom training consists of 5 90-minute sessions as opposed to several consecutive days of in person classroom training at our Support Center. Certain subjects typically covered during our usual classroom training, as well as on-the-job training that we typically conduct at our Corporate Cafe, are now covered during the in-cafe and new cafe opening portions of the modified training or addressed elsewhere in the development process. The content of our modified training is substantially the same as our usual training. We plan to potentially resume our training above in 2025; provided we are able to be consistent with applicable health and safety guidelines.

Modified Training Schedule

Franchisee Orientation– Approximately 2-3 Months Before Opening			
Virtual Classroom Training			
Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Brand Overview	1.5	–	Virtual
Marketing	1.5	–	Virtual
Supply Chain	1	–	Virtual
Trademarks, Insurance and Lease Submission	.5	–	Virtual
Operations and Training	.5	–	Virtual
Technology	1		Virtual
HR 101	1.5	–	Virtual
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 RD and/or 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), Receiving/Storing (P), Management POS Tasks (L), Cash Management (L), SMG (L).	–	40	Existing Tropical Smoothie Cafe Restaurant as selected by your 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 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 RD and/or FBL.
NEW CAFÉ OPENING			
When the restaurant is ready to open, a member of the Cafe Opening Team, your RD and/or FBL will assist with opening the restaurant.	–	50	Your Franchised Business
TOTALS	**7.5**	**170-210**	

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 over 30 years of experience in this field. She has been our Vice President of Operations Support and Training since November 2019. Prior to that position, she served as our Senior Director of Training beginning in August 2017.

Brandon Bedford has over 10 years of experience in this field. He has been our Senior Director, Operations Support since February 2023 and is responsible for providing support during the opening of new Tropical Smoothie Cafe Restaurants, as well as leading our franchise orientation classes. Prior to that position, he served as our Director, Cafe Opening Support beginning in June 2018.

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 must be completed to our satisfaction. Initial training consists of approximately one week of classroom training,

which may be offered through a virtual training session to accommodate the health and safety of both you and our trainers. The classroom training is 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, 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, the POS System including the BOH system, cash register(s), software, hardware, and peripheral devices, including but not limited to tablets and mobile devices, and EMV credit card devices, that we specify for use in the operation of the Franchised Business (the "**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) POS 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. If you choose to purchase, instead of lease, hardware

equipment used in your Computer System, then you must purchase a hardware warranty for all such hardware equipment.

MIS: The Computer System must be capable of connecting with our computer systems by way of internet and/or intranet networks. To facilitate this, we currently require you to maintain a high-speed internet connection with commercially reasonably cellular backup (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. Currently, we do not charge new franchisees an MIS System fee, but reserve the right to do so in the future. (Sections 8.A-8.C. of the Franchise Agreement)

POS: You must utilize our designated POS System or such other POS System as we may designate from time to time. Currently, that system includes both hardware-as-a-service ("**HaaS**") and software-as-a-service ("**SaaS**"). The POS System collects data related to transactions and orders, including, among other items, pricing, sales and discounts. The initial cost of your POS System is described in Item 7. In addition to the initial cost of the POS System as described in Item 7, you will pay a monthly hardware and software subscription fee of $487.91 per month for our standard equipment configuration, which covers ongoing maintenance and updates. Your monthly subscription fee may be different, and more, depending on the equipment package you select. You may be required to pay your subscription fees annually in advance depending on your credit. During the term of the Franchise Agreement, we (or our designee) will provide you with limited programming support, including menu updates and promotions. In connection with the POS System, you must also utilize the EMV credit card devices we have approved, which are currently $30/month for each terminal.

BOH: You must utilize our designated BOH system. The BOH system collects data related to transactions, orders and shift information, including, among other items, pricing, sales, employee information, scheduling and inventory. The required and optional initial and ongoing costs for the BOH system are described in Item 6 and Item 7. We reserve the right to discontinue use of the BOH system entirely, or and of its features, or to require the use of a new or different application(s) for the same or similar purpose.

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.) and utilize our designated managed firewall provider. The managed firewall collects general network data, including among other items, network traffic metadata and traffic logs. The initial and ongoing costs for managed firewall services are described in Item 6 and Item 7.

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 Smoothie Cafe mobile application, loyalty program and owned digital marketing programs and pay a monthly fee which is currently $75 per month, but the fee may change. In addition, you must

participate in online ordering and pay a monthly fee, which is currently $30 per month, but the fee may change. You must also pay a per transaction fee, on a monthly basis, for all online orders (including third party delivery) directly to our preferred vendor, which is currently a $0.02 transaction fee, but the fee may change. In addition, there are other fees related to branded delivery orders that are paid directly to the preferred vendors. You also must utilize our learning management platform for training purposes, including day-to-day operation of a Tropical Smoothie Cafe Restaurant. Currently there is no fee for your use of this platform, but there may be a fee in the future. We reserve the right to change or discontinue use of the learning management platform and/or require you to utilize, at your sole cost, a learning management system that meets our System 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 $50 and a monthly subscription fee of $14.95. Currently, we pay both the initial start-up fee and monthly subscription fee on behalf of our franchisees. However, in the future we may require you 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.

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 always reviewing and evaluating the technology, point-of-sale and related systems used at Tropical Smoothie Cafe Restaurants in an effort to ensure the technology meets the demands of the brand. 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 described in this disclosure document. 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 and 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, as more specifically described in Item 16. 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 System 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.

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, but you may not use any other channel of distribution unless we provide you with prior written authorization to do so.

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 1 describes our current affiliated franchise systems, their principal business addresses, the goods and services they sell, whether their businesses are franchised and/or company-owned, and their trademarks. These affiliated brands maintain offices and training facilities that are physically separate from our franchise network's offices and training facilities. While these affiliated brands are generally not direct competitors of our franchise network given the products or services they sell, certain categories of beverage products are currently sold by our system and by one of our affiliated franchise systems (under each system's respective trademarks and proprietary recipes or formulas), as described in Item 1. All businesses that our affiliates and their franchisees operate may solicit and accept orders from customers near your business. We have no obligation to resolve any perceived conflicts that might arise between our system and our affiliated franchise systems regarding territory, customers, or support.

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 (the "**USPTO**"):

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE
TROPICAL SMOOTHIE	2,103,370	October 7, 1997 (renewed January 20, 2017)
TROPICAL SMOOTHIE CAFÉ (and Design)	2,763,722	September 16, 2003 (renewed April 24, 2023)
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 CAFE (and Design)	4,756,680	June 16, 2015 (renewed September 21, 2021)
TROPICAL SMOOTHIE CAFÉ (and Design)	4,253,918	December 4, 2012 (renewal filed November 28, 2022)
TROPICAL SMOOTHIE CAFE (and Design)	4,999,430	July 12, 2016 (renewed November 15, 2022)
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 (renewed May 5, 2021)
YOU'RE ON TROPIC TIME NOW	6,374,113	June 1, 2021
INSPIRE BETTER	6,732,473	May 24, 2022
NATIONAL FLIP FLOP DAY	3,613,114	April 28, 2009 (renewed May 29, 2019)
SPREAD SUNSHINE	7,081,625	June 13, 2023

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 in the Franchise Agreement (or otherwise) 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 in the Franchise Agreement (or otherwise) 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 unfavorably 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 reserve all rights to control any administrative proceedings or litigation involving a Mark licensed by us.

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 rights in or licenses to patents, or have any patents pending, 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 current material 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, System 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 under the Franchise Agreement (or otherwise) to take any action but will respond to this information as we deem appropriate. We reserve all rights to control any administrative proceedings or litigation involving the proprietary information. We are not obligated to participate in your defense or indemnify you for losses resulting from a third party claim 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.

We own all data related to the Tropical Smoothie Cafe System, including your financial or sales data or any data you may collect in relation to the guests of your Franchised Business.

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.

Each owner of the Franchised Business must guarantee 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, they 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 System Standards and specifications. These are described in our Manuals and other writings, as they may be updated periodically. You must display all products 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. You are required to participate in our designated third-party delivery programs, which include third-party delivery of orders placed through our website and mobile application, as well as certain designated food delivery platforms, subject to availability. You must pay the fees associated with these programs, which may vary depending on, among other things, the rates charged by the delivery service providers, the total transaction amounts and the delivery distances. You may not offer your own delivery service without our prior approval. You are also required to provide curbside services (unless the location of your Franchised Business prevents you from doing so) and utilize our designated third-party location technology solution to facilitate curbside services. You will pay a fee, in advance, for this curbside services solution. Currently, this fee is paid quarterly. The amount to the fee and the frequency of payment are subject to change based on third-party vendor requirements. We recommend that you offer catering, but we do not require it.

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, flatbreads, wraps, salads, and bowls 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 System 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

Provision	Section In Franchise Agreement	Summary
		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 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; cease use of related social media and online business directories; 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	Section 13.A.	No restriction on our right to assign as long

Provision	Section In Franchise Agreement	Summary
franchisor		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 Business, 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. 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 incapacity 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

Provision	Section In Franchise Agreement	Summary
		system; (b) solicit other franchisees, nor use available lists of franchisees, 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, nor use available lists of franchisees, for any commercial purpose; (c) have any interest in, manage, supervise the activities of, train the employees of, control the activities of, advise or franchise 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 in existence or under development at the time of such violation; 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 in existence or under development at the time of such violation (subject to applicable state law).

Provision	Section In Franchise Agreement	Summary
s. Modification of the Agreement	Sections 3.A.7.(iv) 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). 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 2023 for 1,151 Restaurants; (b) the calendar year 2022 for 950 Restaurants; and (c) the calendar year 2021 for 768 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 31, 2023, December 25, 2022, and December 26, 2021, respectively. 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 2023, 2022, and 2021 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, 109 of the 228 Restaurants in the top 25% for 2023 (or 38%), 85 of the 238 Restaurants in the top 25% for 2022 (or 36%), and 68 of the 192 Restaurants in the top 25% for 2021 (or 35%), achieved or surpassed that average.

Average Net Revenues in 2023

	Top 10%	Top 25%	Top 50%	Top 75%	Total
No. of Restaurants	115	288	576	863	1,151
Avg. Net Revenues	$1,673,798	$1,441,232	$1,248,276	$1,108,757	$979,491
Median Net Revenues	$1,588,799	$1,366,694	$1,180,105	$1,049,408	$944,699
No. that Attained or Surpassed Stated Result in Category (Cumulative)	38	109	228	356	530
Percent that Attained or Surpassed Stated Result in Category (Cumulative)	33%	38%	40%	41%	46%
Range (Lowest-Highest)	$1,435,399 - $2,803,009	$1,180,210 - $2,803,009	$944,699- $2,803,009	$733,801 - $2,803,009	$302,973 - $2,803,009

	Bottom 10%	Bottom 25%	Bottom 50%	Bottom 75%	Total
No. of Restaurants	115	288	575	863	1,151
Avg. Net Revenues	$488,807	$592,141	$710,238	$825,399	$979,491
Median Net Revenues	$510,217	$603,019	$731,860	$823,890	$944,699
No. that Attained or Fell Below Stated Result in Category (Cumulative)	74	157	321	431	530
Percent that Attained or Fell Below Stated Result in Category (Cumulative)	64%	55%	56%	50%	46%
Range (Lowest-Highest)	$302,973 - $572,001	$302,973 - $733,453	$302,973 - $944,455	$302,973 - $1,180,001	$302,973 - $2,803,009

As of December 31, 2023, there were 1,371 franchised Restaurants and 1 company-owned Restaurant. Of the 1,371 franchised Restaurants, 1,196 were franchised Restaurants that had been open for at least 12 months as of December 31, 2023. Of the 1,196 Restaurants, 37 restaurants were excluded since they were non-traditional locations. Of the 1,156 Restaurants, 5 were excluded since they were not open for at least 357 days in 2023 (51 out of 52 weeks in 2023 fiscal year). Of the 1,151 Restaurants referenced in the above table, all reported sufficient financial performance information to be included in this financial performance representation.

Average Net Revenues in 2022

	Top 10%	Top 25%	Top 50%	Top 75%	Total
No. of Restaurants	95	238	475	712	950
Avg. Net Revenues	$1,648,079	$1,434,774	$1,254,078	$1,120,867	$992,613
Median Net Revenues	$1,563,369	$1,361,375	$1,199,440	$1,077,445	$966,293
No. that Attained or Surpassed Stated Result in Category (Cumulative)	32	85	187	302	435
Percent that Attained or Surpassed Stated Result in Category (Cumulative)	34%	36%	39%	42%	46%
Range (Lowest-Highest)	$1,420,551-$2,462,202	$1,199,440-$2,462,202	$966,373-$2,462,202	$745,503-$2,462,202	$291,705-$2,462,202

	Bottom 10%	Bottom 25%	Bottom 50%	Bottom 75%	Total
No. of Restaurants	95	238	475	712	950
Avg. Net Revenues	$510,337	$608,931	$731,149	$844,812	$992,613
Median Net Revenues	$533,740	$625,699	$745,493	$848,598	$966,293
No. that Attained or Fell Below Stated Result in Category (Cumulative)	57	132	249	360	435
Percent that Attained or Fell Below Stated Result in Category (Cumulative)	60%	55%	52%	51%	46%
Range (Lowest-Highest)	$291,705-$598,967	$291,705-$745,493	$291,705-$966,213	$291,705-$1,197,716	$291,705-$2,462,202

As of December 25, 2022, there were 1,197 franchised Restaurants and 1 company-owned Restaurant. Of the 1,197 franchised Restaurants, 1,044 were franchised Restaurants that had been open for at least 12 months as of December 25, 2022. Of the 1,044 Restaurants, 35 Restaurants were excluded since they were non-traditional locations. Of the 1,009 Restaurants, 59 were excluded since they were not open for at least 357 days in 2022 (51 out of 52 weeks in 2022 fiscal year). Of the 950 Restaurants referenced in the above table, all reported sufficient financial performance information to be included in this financial performance representation.

Average Net Revenues in 2021

	Top 10%	Top 25%	Top 50%	Top 75%	Total
No. of Restaurants	77	192	384	576	768
Avg. Net Revenues	$1,743,007	$1,491,802	$1,289,351	$1,142,572	$1,009,803
Median Net Revenues	$1,656,224	$1,392,896	$1,207,310	$1,089,440	$961,969
No. that Attained or Surpassed Stated Result in Category (Cumulative)	28	68	151	243	348
Percent that Attained or Surpassed Stated Result in Category (Cumulative)	36%	35%	39%	42%	45%
Range (Lowest-Highest)	$1,444,805-$2,733,965	$1,207,610-$2,733,965	$962,000-$2,733,965	$750,973-$2,733,965	$351,400-$2,733,965

	Bottom 10%	Bottom 25%	Bottom 50%	Bottom 75%	Total
No. of Restaurants	77	192	384	576	768
Avg. Net Revenues	$514,087	$611,499	$730,256	$849,137	$1,009,308
Median Net Revenues	$532,555	$622,526	$750,937	$845,317	$961,969
No. that Attained or Fell Below Stated Result in Category (Cumulative)	47	108	214	286	348
Percent that Attained or Fell Below Stated Result in Category (Cumulative)	61%	56%	56%	50%	45%
Range (Lowest-Highest)	$351,400-$602,658	$351,400-$750,901	$351,400-$961,938	$351,400-$1,207,010	$351,400-$2,733,965

As of December 26, 2021, there were 1,038 franchised Restaurants and 1 company-owned Restaurant. Of the 1,038 franchised Restaurants, 906 were franchised Restaurants that had been open for at least 12 months as of December 26, 2021. Of the 906 Restaurants, 29 Restaurants were excluded since they were non-traditional locations. Of the 877 Restaurants, 109 were excluded since they were not open for at least 357 days in 2021 (51 out of 52 weeks in 2021 fiscal year). Of the 768 Restaurants referenced in the above table, all reported sufficient financial performance information to be included in this financial performance representation.

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 31, 2023, December 25, 2022, and December 26, 2021, respectively.

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. We have not audited or verified this 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.

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.

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 26, 2021, December 25, 2022, and December 31, 2023

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	913	1037	+124
	2022	1037	1197	+160
	2023	1197	1371	+174
Company-Owned	2021	1	1	0
	2022	1	1	0
	2023	1	1	0
Total Outlets	**2021**	**914**	**1038**	**+124**
	2022	**1038**	**1198**	**+160**
	2023	**1198**	**1372**	**+174**

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years Ending December 26 2021, December 25, 2022, and December 31, 2023

State	Year	Number of Transfers
Alabama	2021	1
	2022	1
	2023	0
Alaska	2021	0
	2022	0
	2023	0
Arizona	2021	0

State	Year	Number of Transfers
	2022	8
	2023	4
Arkansas	2021	0
	2022	0
	2023	0
California	2021	0
	2022	0
	2023	1
Colorado	2021	0
	2022	0
	2023	0
Connecticut	2021	0
	2022	0
	2023	2
Delaware	2021	1
	2022	0
	2023	0
District of Columbia	2021	0
	2022	0
	2023	0
Florida	2021	12
	2022	10
	2023	28
Georgia	2021	4
	2022	3
	2023	2
Hawaii	2021	0
	2022	0
	2023	0
Idaho	2021	0
	2022	0
	2023	0
Illinois	2021	0
	2022	2
	2023	0
Indiana	2021	0
	2022	0
	2023	0
Iowa	2021	0
	2022	0
	2023	0
Kansas	2021	0
	2022	2
	2023	0
Kentucky	2021	0
	2022	1
	2023	0

State	Year	Number of Transfers
Louisiana	2021	0
	2022	0
	2023	0
Maine	2021	0
	2022	0
	2023	0
Maryland	2021	0
	2022	1
	2023	3
Massachusetts	2021	0
	2022	0
	2023	2
Michigan	2021	4
	2022	17
	2023	4
Minnesota	2021	1
	2022	0
	2023	0
Mississippi	2021	0
	2022	0
	2023	0
Missouri	2021	0
	2022	0
	2023	1
Montana	2021	0
	2022	0
	2023	0
Nebraska	2021	0
	2022	0
	2023	0
Nevada	2021	0
	2022	0
	2023	0
New Hampshire	2021	0
	2022	0
	2023	0
New Jersey	2021	0
	2022	1
	2023	0
New Mexico	2021	0
	2022	0
	2023	0
New York	2021	1
	2022	1
	2023	3
North Carolina	2021	2
	2022	5

State	Year	Number of Transfers
	2023	1
North Dakota	2021	0
	2022	0
	2023	0
Ohio	2021	3
	2022	3
	2023	0
Oklahoma	2021	0
	2022	0
	2023	1
Oregon	2021	0
	2022	0
	2023	0
Pennsylvania	2021	0
	2022	2
	2023	1
Rhode Island	2021	0
	2022	1
	2023	2
South Carolina	2021	2
	2022	3
	2023	2
South Dakota	2021	0
	2022	2
	2023	0
Tennessee	2021	0
	2022	0
	2023	2
Texas	2021	2
	2022	9
	2023	9
Utah	2021	0
	2022	0
	2023	0
Vermont	2021	0
	2022	0
	2023	0
Virginia	2021	10
	2022	12
	2023	6
Washington	2021	0
	2022	0
	2023	0
West Virginia	2021	0
	2022	0
	2023	0

State	Year	Number of Transfers
Wisconsin	2021	1
	2022	0
	2023	3
Wyoming	2021	0
	2022	0
	2023	0
Total	**2021**	**44**
	2022	**84**
	2023	**77**

Table No. 3
Status of Franchised Outlets
For Years Ending December 26, 2021, December 25 2022 and December 31, 2023

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	2021	19	1	0	0	0	0	20
	2022	20	5	0	0	0	0	25
	2023	25	4	0	0	0	0	29
Alaska	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Arizona	2021	10	4	0	0	0	0	14
	2022	14	3	0	0	0	0	17
	2023	17	7	0	0	0	0	24
Arkansas	2021	28	3	0	0	0	1	30
	2022	30	2	0	0	0	0	32
	2023	32	2	0	1	0	1	32
California	2021	5	1	3	0	0	0	3
	2022	3	0	0	0	0	1	2
	2023	2	0	0	0	0	0	2
Colorado	2021	8	3	0	0	0	0	11
	2022	11	4	0	0	0	0	15
	2023	15	0	1	0	0	0	14
Connecticut	2021	1	1	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	0	0	0	0	0	3
Delaware	2021	3	1	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
District of Columbia	2021	2	0	0	0	0	0	2
	2022	2	3	0	0	0	0	5
	2023	5	1	0	0	0	0	6
Florida	2021	167	12	1	0	0	2	176

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
	2022	176	16	2	0	0	0	190
	2023	190	15	0	0	0	0	205
Georgia	2021	39	5	0	0	0	0	44
	2022	44	3	0	0	0	1	46
	2023	46	6	0	0	0	0	52
Hawaii	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Idaho	2021	3	1	0	0	0	0	4
	2022	4	1	0	0	0	0	5
	2023	5	1	0	0	0	0	6
Illinois	2021	15	13	0	0	0	0	28
	2022	28	15	0	0	0	0	43
	2023	43	12	0	0	0	0	55
Indiana	2021	7	1	0	0	0	0	8
	2022	8	2	0	0	0	0	10
	2023	10	4	0	0	0	0	14
Iowa	2021	4	1	0	0	0	0	5
	2022	5	1	0	0	0	0	6
	2023	6	3	0	0	0	0	9
Kansas	2021	9	1	0	0	0	0	10
	2022	10	0	0	0	0	0	10
	2023	10	3	0	0	0	0	13
Kentucky	2021	4	3	0	0	0	0	7
	2022	7	6	0	0	0	0	13
	2023	13	10	0	0	0	0	23
Louisiana	2021	7	3	0	0	0	0	10
	2022	10	1	0	0	0	0	11
	2023	11	4	0	0	0	0	15
Maine	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
Maryland	2021	35	11	0	0	0	0	46
	2022	46	11	0	0	0	0	57
	2023	57	6	0	0	0	0	63
Massachusetts	2021	7	2	0	0	0	0	9
	2022	9	3	0	0	0	0	12
	2023	12	4	0	0	0	1	15
Michigan	2021	97	13	0	0	0	1	109
	2022	109	7	0	0	0	0	116
	2023	116	3	0	0	0	0	119
Minnesota	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1

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
Mississippi	2021	3	0	0	0	0	0	3
	2022	3	2	0	0	0	0	5
	2023	5	2	0	0	0	0	7
Missouri	2021	16	2	0	0	0	0	18
	2022	18	1	0	0	0	0	19
	2023	19	3	0	0	0	0	22
Montana	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Nebraska	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	1	0	0	0	0	3
Nevada	2021	26	0	1	0	0	1	24
	2022	24	1	0	0	0	0	25
	2023	25	0	0	0	0	0	25
New Hampshire	2021	2	0	0	0	0	0	2
	2022	2	2	0	0	0	0	4
	2023	4	1	0	0	0	0	5
New Jersey	2021	4	0	0	0	0	0	4
	2022	4	3	0	0	0	0	7
	2023	7	3	0	0	0	0	10
New Mexico	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
New York	2021	23	10	0	0	0	0	33
	2022	33	7	0	0	0	0	40
	2023	40	9	0	0	0	0	49
North Carolina	2021	44	8	0	0	0	0	52
	2022	52	10	0	0	0	0	62
	2023	62	6	0	0	0	0	68
North Dakota	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	1	0	0	0	0	3
Ohio	2021	32	3	0	0	0	0	35
	2022	35	7	0	0	0	0	42
	2023	42	13	0	0	0	0	55
Oklahoma	2021	26	3	0	0	0	0	29
	2022	29	5	0	0	0	0	34
	2023	34	4	0	0	0	0	38
Oregon	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Pennsylvania	2021	19	1	0	0	0	0	20
	2022	20	7	1	0	0	0	26

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
	2023	26	5	0	0	0	0	31
Rhode Island	2021	3	1	0	0	0	0	4
	2022	4	0	1	0	0	0	3
	2023	3	0	0	0	0	0	3
South Carolina	2021	29	4	0	0	0	0	33
	2022	33	1	0	0	0	0	34
	2023	34	3	0	0	0	0	37
South Dakota	2021	3	1	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	1	0	0	0	0	5
Tennessee	2021	14	5	0	0	0	0	19
	2022	19	1	0	0	0	0	20
	2023	20	5	0	0	0	0	25
Texas	2021	68	10	1	0	0	0	77
	2022	77	22	0	0	0	0	99
	2023	99	22	0	0	0	1	120
Utah	2021	10	0	0	0	0	2	8
	2022	8	3	0	0	0	1	10
	2023	10	6	1	0	0	0	15
Vermont	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Virginia	2021	105	8	0	0	0	0	113
	2022	113	2	0	0	0	0	115
	2023	115	5	0	0	0	0	120
Washington	2021	3	0	1	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
West Virginia	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
Wisconsin	2021	3	2	0	0	0	1	4
	2022	4	9	0	0	0	0	13
	2023	13	5	0	0	0	0	18
Wyoming	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
Total	2021	**913**	**139**	**7**	**0**	**0**	**8**	**1037**
	2022	**1037**	**167**	**4**	**0**	**0**	**3**	**1197**
	2023	**1197**	**180**	**2**	**1**	**0**	**3**	**1371**

Table No. 4
Status of Company-Owned Outlets
For Years Ending December 26, 2021, December 25, 2022, and December 31, 2023

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	2021	1	0	0	0	0	1
	2022	1	0	0	0	0	1
	2023	1	0	0	0	0	1
Total	**2021**	**1**	**0**	**0**	**0**	**0**	**1**
	2022	**1**	**0**	**0**	**0**	**0**	**1**
	2023	**1**	**0**	**0**	**0**	**0**	**1**

Table No. 5
Projected Openings as of December 31, 2023

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In the Next Fiscal Year (2024)	Projected New Company-Owned Outlet In the Next Fiscal Year (2024)
Alabama	15	4	0
Alaska	0	0	0
Arizona	34	12	0
Arkansas	1	1	0
California	0	0	0
Colorado	36	1	0
Connecticut	11	0	0
Delaware	7	3	0
District of Columbia	2	0	0
Florida	69	16	0
Georgia	52	13	0
Hawaii	0	0	0
Idaho	3	0	0
Illinois	43	5	0
Indiana	34	3	0
Iowa	4	2	0
Kansas	9	2	0
Kentucky	21	4	0
Louisiana	10	1	0
Maine	0	0	0
Maryland	24	7	0
Massachusetts	24	5	0
Michigan	18	5	0
Minnesota	0	0	0
Mississippi	15	2	0
Missouri	27	3	0
Montana	0	0	0
Nebraska	2	0	0
Nevada	2	0	0
New Hampshire	7	2	0
New Jersey	57	8	0
New Mexico	3	0	0
New York	29	8	0
North Carolina	38	7	0
North Dakota	2	1	0
Ohio	44	8	0
Oklahoma	6	2	0
Oregon	0	0	0
Pennsylvania	49	10	0
Rhode Island	2	2	0
South Carolina	19	4	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In the Next Fiscal Year (2024)	Projected New Company-Owned Outlet In the Next Fiscal Year (2024)
South Dakota	0	0	0
Tennessee	42	6	0
Texas	111	24	0
Utah	19	3	0
Vermont	0	0	0
Virginia	12	3	0
Washington	0	0	0
West Virginia	2	0	0
Wisconsin	16	1	0
Wyoming	0	0	0
Totals	**921**	**178**	**0**

Exhibit I attached to this disclosure document lists the names of all current franchisees with their business address and business telephone number as of December 31, 2023.

The name, city, state, and current business telephone number (or, if unknown, the last known home telephone number) of 84 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 I.

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 current members are comprised of franchisees who were selected based upon, among other things, number of Tropical Smoothie Cafe Restaurants owned, diversity, geography, and tenure. 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 five committees comprised of franchisees and/or their designated representatives, as well as members of our senior leadership team and other employees from various departments. These committees serve in an advisory capacity only on matters related to operations, technology, construction, marketing, and profitability.

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

Exhibit J to this disclosure document contains the report dated April 11, 2024 relating to the consolidated financials of TSC Intermediate, Inc. and subsidiaries as of and for each of the fiscal years ended December 31, 2023 and December 25, 2022, and the report dated April 12, 2023 relating to the consolidated financials of TSC Intermediate, Inc. and subsidiaries as of and for each of the fiscal years ended December 25, 2022 and December 26, 2021.

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

ITEM 23. RECEIPTS

You will find 2 copies of a detachable Receipt at the end of this 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	Commissioner of Department of Financial Protection & Innovation (866) 275-2677 *Los Angeles* 320 West 4th Street Suite 750 Los Angeles, CA 90013-2344 (213) 897-2085 *Los Angeles* 300 S. Spring Street Suite 15513 Los Angeles, CA 90013-1259 (213) 897-2085 *Sacramento* 2101 Arena Boulevard Sacramento, CA 95834 (916) 445-7205 *San Diego* 1455 Frazee Road Suite 315 San Diego, CA 92108 (619) 610-2093 *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 335 Merchant Street Room 205 Honolulu, Hawaii 96813 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
Indiana	Indiana Securities Division Secretary of State Franchise Section Room E-111 302 W. Washington Street Indianapolis, Indiana 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2021 (410) 576-6360	Maryland Securities Commissioner Office of the Attorney General – Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48909 (517) 373-7117	
Minnesota	Minnesota Department of Commerce Securities Unit 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600 (800) 657-3602	Minnesota Department of Commerce Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600 (800) 657-3602
New York	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8222	Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231 (518)-473-2492
North Dakota	North Dakota Securities Department 600 East Boulevard, Suite 414 Bismarck, ND 58505 (701) 328-2910	Securities Commissioner North Dakota Securities Department 600 East Boulevard, Suite 414 Bismarck, ND 58505 (701) 328-4712
Oregon	Oregon Division of Financial Regulation 350 Winter Street NE, Suite 410 Salem, Oregon 97301 (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) 462-9500	
South Dakota	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	
Virginia	State Corporation Commission Division of Securities and Retail Franchising Tyler Building 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 (804) 371-9733
Washington	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8700	Department of Financial Institutions 150 Israel Road SW Tumwater, WA 98501 1 (877) 746-4334
Wisconsin	Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-0448	Administrator, Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

For service of process in non-registration states.

ALABAMA Corporate Creations Network Inc. 4000 Eagle Point Corporate Drive Birmingham, AL 35242	**ARIZONA** Corporate Creations Network, Inc. 3260 N. Hayden Road #210 Scottsdale, AZ 85251
ARKANSAS Corporate Creations Network Inc. 609 SW 8th Street #600 Bentonville, AR 72712	**COLORADO** Corporate Creations Network Inc. 3773 Cherry Creek North Drive #575 Denver, CO 80209

CONNECTICUT Corporate Creations Network Inc. 6 Landmark Square, 4th Floor Stamford, CT 06901	**DELAWARE** Corporate Creations Network Inc. 1521 Concord Pike Suite 201 Wilmington, DE 19803
DISTRICT OF COLUMBIA Corporate Creations Network Inc. 1629 K Street, NW, #300 Washington, DC 20006	**FLORIDA** Corporate Creations Network Inc. 801 US Highway 1 North Palm Beach, FL 33408
GEORGIA Corporate Creations Network, Inc. 2985 Gordy Parkway, 1st Floor Marietta, GA 30066	**HAWAII** Corporate Creations Network Inc. 900 Fort Street Mall #1680 Honolulu, HI 96813
IDAHO Corporate Creations Network, Inc. 950 W. Bannock Street #1100 Boise ID 83702	**ILLINOIS** Corporate Creations Network, Inc. 1320 Tower Road Schaumburg, IL 60173
INDIANA Corporate Creations Network Inc. 8520 Allison Pointe Blvd #220 Indianapolis, IN 46250	**IOWA** Corporate Creations Network Inc. 3106 Ingersoll Avenue Des Moines, IA 50312
KANSAS Corporate Creations Network Inc. 4601 E. Douglas Avenue #700 Wichita, KS 67218	**KENTUCKY** Corporate Creations Network Inc. 101 North Seventh Street Louisville, KY 40202
LOUISIANA Corporate Creations Network, Inc. 1070-B West Causeway Approach Mandeville, LA 70471	**MAINE** Corporate Creations Network Inc. 254 Commercial St. #245, Merrills Wharf Portland, ME 04101
MASSACHUSETTS Corporate Creations Network, Inc. 225 Cedar Hill Street #200 Marlborough, MA 01752	**MARYLAND** Corporate Creations Network, Inc. 2 Wisconsin Circle #700 Chevy Chase, MD 20815
MICHIGAN Corporate Creations Network, Inc. 28175 Haggerty Road Novi, MI 48377	**MINNESOTA** Corporate Creations Network, Inc. 5200 Wilson Road #150 Edina, MN 55424
MISSISSIPPI Corporate Creations Network, Inc. 7 Professional Pkwy #101 Hattiesburg, MS 39402	**MISSOURI** Corporate Creations Network Inc. 12747 Olive Boulevard #300 St. Louis, MO 63141
MONTANA Corporate Creations Network Inc. 1925 Grand Avenue #127	**NEBRASKA** Corporate Creations Network Inc. 12020 Shamrock Plaza #200

Billings, MT 59102	Omaha, NE 68154
NEVADA Corporate Creations Network Inc. 8275 South Eastern Avenue #200 Las Vegas NV 89123	**NEW HAMPSHIRE** Corporate Creations Network Inc. 3 Executive Park Drive #201A Bedford, NH 03110
NEW JERSEY Corporate Creations Network Inc. 181 New Road #304 Parsippany, NJ 07054	**NEW MEXICO** Corporate Creations Network, Inc. 400 N. Pennsylvania Avenue #600 Roswell, NM 88201
NEW YORK Corporate Creations Network, Inc. 600 Mamaroneck Avenue #400 Harrison, NY 10528	**NORTH CAROLINA** Corporate Creations Network Inc. 15720 Brixham Hill Avenue #300 Charlotte, NC 28277
NORTH DAKOTA Corporate Creations Network Inc. 1709 North 19th Street #3 Bismarck, ND 58501	**OHIO** Corporate Creations Network Inc. 119 E. Court Street Cincinnati, OH 45202
OKLAHOMA Corporate Creations Network Inc. 624 S Denver Ave. Suite 300 Tulsa, OK 74119	**OREGON** Corporate Creations Network Inc. 5708 SE 136th Avenue #2 Portland, OR 97236
PENNSYLVANIA Corporate Creations Network Inc. 1001 State Street #1400 Erie PA 16501	**RHODE ISLAND** Corporate Creations Network Inc. 10 Dorrance Street #700 Providence, RI 02903
SOUTH CAROLINA Corporate Creations Network Inc. 6650 Rivers Avenue North Charleston, SC 29406	**SOUTH DAKOTA** Corporate Creations Network Inc. 101 S. Reid Street #307 Sioux Falls, SD 57103
TENNESSEE Corporate Creations Network Inc. 205 Powell Place Brentwood, TN 37027	**TEXAS** Corporate Creations Network Inc. 5444 Westheimer #1000 Houston, TX 77056
UTAH Corporate Creations Network Inc. 2825 East Cottonwood Parkway #500 Salt Lake City, UT 84121	**VERMONT** Corporate Creations Network Inc. 145 Pine Haven Shores Road #2296 Shelburne, VT 05482
VIRGINIA Corporate Creations Network Inc. 425 West Washington Street #4 Suffolk, VA 23434	**WASHINGTON** Corporate Creations Network Inc. 707 W. Main Avenue #B1 Spokane, WA 99201
WEST VIRGINIA Corporate Creations Network Inc. 126 East Burke Street Martinsburg, WV 25401	**WISCONSIN** Corporate Creations Network Inc. 4650 W. Spencer Street Appleton, WI 54914

WYOMING Corporate Creations Network Inc. 5830 E. 2nd Street Casper, WY 82609	

EXHIBIT B TO THE DISCLOSURE DOCUMENT

FORM OF FRANCHISE AGREEMENT

TROPICAL SMOOTHIE CAFÉ, LLC
FRANCHISE AGREEMENT
TSC FA 04122024

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

1. 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, handcrafted smoothies made with select fruit and vegetables blended fresh in the restaurant using proprietary recipes, as well as specialty sandwiches, flatbreads, wraps, salads, bowls, 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 "System Standards", which are our then-current System 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, and those modifications may require you to invest additional capital in your Franchised Business (as defined below) and/or incur higher operating expenses.

2. 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.

3. 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.

4. 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 System 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 will be determined in accordance with Section 5.A) (the "Site"). You must 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 will 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/industrialcomplex).

D. No Subfranchising. You will have no right to grant subfranchises to others. You will not, and will 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 will 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, but rather only indicates that the site meets our then-current site selection criteria.

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 will be effective upon your receipt or at such other time as we may specify. You must 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 will 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 must, 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, System 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 $35,000. 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, direct digital ordering channels, such as online ordering and mobile application and indirect channels, technology support services, 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 us a continuing nonrefundable weekly national marketing and advertising fee (the "National Marketing Fee") of up to 6% of Gross Sales. The current National Marketing Fee is 5% of Gross Sales. In the future, we may increase the National Marketing Fee up to 6% of Gross Sales, at a time and in the manner determined by us in our sole discretion.

E. 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 $10,000 due and payable in full on the Effective Date. 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 $5,000 (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.

F. 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.

G. Payments by Us On Your Behalf. You must 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.

H. Payment Procedures. All weekly payments and any late fees and interest charges required by this Franchise Agreement must 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 must 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.

I. 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 will be calculated on a daily basis.

J. 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.

K. 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 also retain a licensed and approved commercial real estate broker to help you search for, select and acquire a Site or obtain our prior written approval of your licensed commercial real estate broker before you engage such commercial real estate broker to assist you. 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 will 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 must 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 $10,000 (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 $5,000 (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 consulting with us and the approved vendor(s) to create 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.E above. If you decide to spend more than the $10,000 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 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 must 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 must 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 reconstruct the Franchised Business in accordance with the then-current image, design, and other specifications for a Tropical Smoothie Cafe® 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, System 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 System 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 (both branded and third-party): (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 program method;

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 System 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 System 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 System 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 time prescribe;

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 System 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 must ensure that the Franchised Business adheres to the standards applicable to electronic payments including Payment Card Industry Standards or any equivalent thereof. You must 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 must 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 must 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 must 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 must 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 must 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 must 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. For any remodel, you must use a licensed and approved architect and a general contractor.

K. Taxes and Indebtedness. You must 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 will 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 must offer for sale at the Franchised Business, and you must 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 must 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 have the right to appoint only one manufacturer, distributor and/or another vendor as the Approved Supplier for any particular item. You may 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 System 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, System 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 must, at your own expense, promptly cease using, selling, or providing any items or services disapproved by us and must 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, 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 must 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, System Standards, or requirements. In the event you fail or refuse to correct such deficiencies, we will 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 will 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 must 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 must 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 must 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, owned digital marketing 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 must 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 may not at any 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 may 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 may 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 must 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 must 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 will inure solely and exclusively to our benefit, and upon expiration or termination of this Franchise Agreement no monetary amount may be assigned as attributable to any goodwill associated with your use of the System or the Marks;

7. You may 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 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 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 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 must install (the "Required Software"); (b) updates, supplements, modifications, or enhancements to the Required Software, which you must install; (c) the tangible media upon which you must 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. If you choose to purchase, instead of lease, hardware equipment used in your Computer System, including but not limited to credit card terminals, then you must purchase a hardware warranty for all such hardware equipment.

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 franchisees. Currently, we do not charge new franchisees an MIS System fee, but reserve the right to do so in the future. 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 transactionalinformation.

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, our mobile application 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 must collect and maintain certain data on the Computer System installed at the Franchised Business, and you must 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 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 must abide by all Laws pertaining to the privacy of consumers, employees, and transactional information ("Privacy Laws");

2. You must 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 must (a) comply with the requirements of the applicable Laws; (b) immediately give us written

notice of said conflict; and (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 may not publish, disseminate, implement, revise, or rescind a data privacy policy without our prior written consent to such policy.

D. Electronic Identifiers; Email. You may 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, text messages, 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 will 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 may not establish, use, maintain, sponsor, or permit any other party to establish an 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 will 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. In connection with any Online Site, you agree to the following:

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 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 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 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 will 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 may 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 must comply with any and all applicable laws, including but not limited to the ADA, and our System Standards and specifications for Online Sites as prescribed by us from time to time in the Manuals or otherwise in writing, including but not limited to, performing security testing and following best practices and relevant laws related to data privacy and governance;

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

(iv) your Online Site must comply with all System Standards and content requirements that we establish periodically and you must immediately modify or delete any advertisements, posts, comments or any other public content that we determine, in our sole discretion, is not compliant with such System Standards or content requirements; and

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

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

(i) You must 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 must 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 must immediately direct the Internet Companies to terminate the Online Sites or must 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 must 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 will 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 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 will 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 must treat and maintain the Confidential Information as confidential both during the Term of this Franchise Agreement and thereafter; (ii) you must 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 will 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 may 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 must advise your employees or agents of the confidential nature of such information and the requirements of nondisclosure thereof; (vi) you must promptly inform us of any unauthorized disclosure or use of Confidential Information; and (vii) you must 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 must 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 must 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 must 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 must 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 must 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 must comply with the accounting and reporting procedures that we prescribe, as modified from time to time, and must 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 must submit an annual business plan and forecast by such date as we prescribe.

E. Other Submissions. You must 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 must 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 must provide to us such documents and information related to any such action as we may request.

G. Government Inspections. You must 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 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 must immediately pay to us, upon demand, the amount

understated plus interest. You must 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 may not use any advertising, marketing or promotional plans or materials, which have not been approved in writing by us, and you must 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 cover the costs of: (a) designing and creating promotional, marketing and advertising resources, including, but not limited to, in-store point of purchase materials, flyers, radio television commercials, digital media, and other materials for your use, as we deem appropriate in our sole discretion, (b) researching, developing, and deploying new products and services, (c) conducting customer outreach and customer retention programs, including, but not limited to, email campaigns and customer loyalty programs, (d) conducting activities that are directly or indirectly designed to promote the System, its franchisees, and/or increase System sales, (e) employing advertising agencies, public relations firms, media buyers and creative talent, (f) administering the NMF Account, (g) contributing to local advertising cooperatives and/or local marketing initiatives as applicable, and (h) other marketing and promotional activities. 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, digital media, and/or online on a national, regional and/or local 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. 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.

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

6. 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.

7. We may require you to participate in a local advertising cooperative and we may administer a portion of your National Marketing Fee that is deposited into the NMF Account to that local advertising cooperative. In such event, you must comply with the requirements set forth in Section 11.C below.

C. Local Advertising Cooperative. In the event we require it, pursuant to Section 11.B.7 above, you must participate with other franchisees in your designated market area (as determined by us) in an advertising cooperative. If we require you to participate in a local advertising cooperative, then we may allocate, in our sole discretion, a portion of the National Marketing Fee that is paid by you and the other franchisees in your area into your local advertising cooperative. If we require you to participate in a local advertising cooperative and 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 must comply with the policies and procedures established by 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 formed, 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.

Whether or not you are required to participate in a local advertising cooperative, we expect you, but do not require you, to invest at your own expense 1-2% of Gross Sales in additional restaurant-specific local marketing activities to help establish your Franchised Business in your local community, including but not limited to, participation with local schools through school lunch programs and fundraising opportunities, driving awareness of catering through bounce back distribution, providing smoothie drops at local schools and/or businesses, and joining your local chamber of commerce.

D. Promotional Programs. You acknowledge that periodic rebates, giveaways and other promotions and programs are an integral part of the System. Accordingly, you, at your sole cost and expense, from time to time must issue and offer such rebates, giveaways, discounts, incentives, and promotions in accordance with any reasonable marketing programs, loyalty programs, owned digital marketing programs, or customer survey/research programs established by us, and further must honor rebates, giveaways 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 must 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, 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 (e.g. cyber liability).

B. Minimum Coverage. Such policy or policies must be written by an insurance company rated "A" or better by A.M. Best Company, and that is otherwise satisfactory to us, and must name you as the insured and must 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 must have us and our affiliates 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 must 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 must 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 and our affiliates 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 as otherwise reasonably requested by us, you must submit to us certificates evidencing the existence and continuation of proper coverage with limits not less than those required hereunder. Such insurance certificates 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 policy required hereunder.

F. Independence of Coverage Requirements. Your obligation to obtain and maintain the foregoing policy or policies in the amounts specified may not be limited in any way by reason of any insurance which may be maintained by us, and your performance of that obligation will 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 must 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 must 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 must be paid to us within 10 days after receipt. At the same time, you must 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 must 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, or beneficial.

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) may 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 (iv) 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. We also reserve the right to condition our consent to a Transfer on the satisfaction of any and all requirements that we establish in our sole discretion, including without limitation, the following:

(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 will 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 restaurant, food-service establishment or other 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; and

(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 will be voidable by us and will be a default of this Franchise Agreement that will permit us to terminate the Franchise Agreement pursuant to Section 14.C.

6. The Franchised Business will 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; (iii) you comply with Section 6.B and Section 6.C; and (iv) on or before such convenience of ownership Transfer, we receive a transfer fee from you equal to $1,500. 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 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 will 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 will 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) may 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 will 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 will 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 will 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) 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 will be deemed to constitute a waiver of any claims we may have against the transferor, nor will 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 will 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 will terminate without further notice to you, effective immediately. 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;

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

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

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

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

5. If you fail to operate the Franchised Business in compliance with the System Standards and specifications set forth in the Manuals;

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

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

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

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

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

11. 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 writtenconsent;

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 will be deemed to be in default under this Franchise Agreement, and all rights granted herein will 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 will 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 must 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 will 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 will immediately terminate including the Franchise and your right to operate the Franchised Business, and:

A. Cease Operating. You must immediately cease operating the Franchised Business and cease using any of the Marks and Confidential Information; provided however, that this Section 15.A will

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 must 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 must 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 will 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 must pay upon demand.

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

D. Liquidated Damages/Brand 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 will 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. In the event liquidated damages are unenforceable, you will be responsible for all of our actual damages, including brand damages, that are the result of our termination under Section 14 of this Franchise Agreement.

E. Return of Materials. You must 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 must 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 must 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 will 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, as further described in Section 8.E.4. 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. Stop Using Related Social Media and Online Business Directories. You should not use social media or business directories in connection with the Franchised Business unless expressly authorized by us in writing, but to the extent you do, you must immediately cease operating all social media pages within your control associated with, or previously associated at any time with, the Franchised Business, Tropical Smoothie Café®, including but not limited to Facebook, Instagram, YouTube, TikTok, and X (f/k/a Twitter). You must also immediately cease operating all online business directory listings within your control associated with, or previously associated with, the Franchised Business, Tropical Smoothie Cafe®, including but not limited to Yelp, NextDoor, LinkedIn, Google, YP (Yellow Pages), or Angi. You must promptly provide us with all login credentials or other information necessary for us to assume exclusive control over each social media and business directory account, page or listing. To the extent that you are aware of or become aware of any social media or business directory account, page or listing associated with the Franchised Business that is not within your control, you shall promptly notify us thereof in writing.

Notwithstanding the foregoing, we may, in our exclusive discretion, demand that you delete, deactivate or otherwise modify such social media or business directory account or listing at any time. You must comply with any such demand immediately upon receipt.

You further acknowledge and agree that all consumer or other published reviews of the Franchised Business and/or any goods or services provided by the Franchised Business, are the exclusive property of us and/or our affiliates. Your right to use such reviews in any manner terminates concurrently with the expiration or termination of this Agreement. You are prohibited from advertising, promoting, quoting, or otherwise referring to such reviews in connection with any business or offer to conduct business upon expiration or termination of this Agreement.

I. Option to Purchase. Upon expiration or termination of this Franchise Agreement, we will 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 may purchase assets only and will assume no liabilities. If we elect to exercise any such option, we will 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 may, 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 use available lists of franchisees, 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; or

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 (collectively, the "Triggering Event"), and continuing for two years thereafter (the "Restrictive Period"), except as otherwise approved in writing by us, neither you nor any of your Owners may, 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 use available lists of franchisees, for any commercial purpose;

3. Have any ownership interest in, manage, supervise the activities of, train the employees of, control the activities of, advise, or franchise, 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 Restaurant in existence or under development at the time of the Triggering Events; or

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 Restaurant in existence or under development at the time of the Triggering Event.

In the event that we initiate a legal proceeding against you during the Restrictive Period to enforce any of the post-term restrictive covenants, then the Restrictive Period will be extended to two years from the date the court issues an order enforcing any such post-term restrictive covenant.

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 will 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 will 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 must 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 will 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 negligent or willful misconduct. This Section 17 will survive termination or expiration of this Franchise Agreement.

C. You must 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 will 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 will 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 will 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 must 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 will 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, will 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 will 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 will 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 must be in writing and must 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, and to the extent enforceable in your state, 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 is 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, pandemic, government order, 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 will be excused during the period of such Force Majeure. The party whose performance is affected by a Force Majeure must give prompt, written notice to the other party of such Force Majeure. If there is a Force Majeure that we deem economically harmful or otherwise detrimental to us or the System, then we will 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, and (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 will not be given any legaleffect.

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 will 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, will 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 will not affect or impair our rights with respect to any subsequent default, nor will 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 will 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 will 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 may 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 must 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 will 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 will 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 will 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 will 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 will 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 will 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" will 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 will 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) may substitute your, his, her, or its judgment for our Reasonable Business Judgment. In a given situation, you will 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, will 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, will 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 System 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 will 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.

[Signatures on following page.]

This Franchise Agreement is executed by:

FRANCHISOR:

TROPICAL SMOOTHIE CAFÉ, LLC

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

FRANCHISEE:

[if an individual]

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

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
TSC MUDA 04122024

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 ("**Franchisor**", "**we**", "**us**" or "**our**") and _____ ("**Franchisee**", **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 Tropical Smoothie Cafe® Restaurants listed in the chart below (each, a "**Cafe**", or collectively, "**Cafes**") to be developed, opened and operated at accepted locations within the Designated Area(s). The parties agree that the chart below amends Sections 4.A, 5.C and 5.F of each the Franchise Agreements to provide that the initial franchise fee, Site Acquisition Deadline and Opening Deadline for the Cafe that is subject to the particular Franchise Agreement are as set forth below. The total of the initial franchise fees for all Cafes listed below is due and payable in full on the Effective Date, except as otherwise set forth herein. You expressly acknowledge that all initial franchise fees paid by you to us are non-refundable and fully earned upon receipt by us. In addition, for each Cafe, you must acquire the Site and open the Cafe by the dates set forth below.

*Cafe No.	**Franchisee Entity	Cafe ID No.	Initial Franchise Fee	Site Acquisition Deadline	Opening Deadline
1			$35,000	TBD	TBD
2			$25,000	TBD	TBD

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

**In the event you enter into this Multi-Unit Development Addendum using multiple entities (one for each Cafe), the following language may be included in the addendum:

> It is expressly understood and agreed that Franchisee must be in compliance with this development schedule even if Franchisee develops and opens the above-referenced Cafes out of order, provided that Franchisee otherwise adheres to the schedule, by acquiring a site and opening a Franchised Business on or before the specified deadlines. For clarity, if Franchisee acquires a site for Cafe No. 2 on or before the Site Acquisition Deadline for Cafe No. 1 and opens Cafe No. 2 on or before the Opening Deadline for Cafe No. 1, and if Franchisee acquires a site for Cafe No. 1 on or before the Site Acquisition Deadline for Cafe No. 2 and opens Cafe No. 1 on or before the Opening Deadline for Cafe No. 2, then Franchisee shall be in compliance with the above development schedule.

2. **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 executed contemporaneously herewith (the "Initial Term").

3. **Grand Opening Contribution**. Unless you have already opened and developed a Tropical Smoothie Cafe Restaurant, you will pay the Grand Opening Contribution of $10,000 for Cafe No. 1 on the Effective Date. 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.

4. **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 will 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).

5. **Training**. Unless you have already developed and opened a Tropical Smoothie Cafe Restaurant, you will 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 will not be required to complete, and we will 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.

6. 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 will 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.

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

8. Effect of Addendum. 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. This Addendum will 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, will 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.

9. Execution. This Addendum may be executed electronically and in multiple counterparts, all of which together will constitute one and the same agreement. Notwithstanding the foregoing, this Addendum will 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.

[Signatures on following page.]

This Addendum is hereby executed by the parties as follows:

FRANCHISOR:

TROPICAL SMOOTHIE CAFÉ, LLC

By: _____
Charles Watson, CEO

FRANCHISEE:

_____
[INSERT NAME]

[INSERT ENTITY NAME, IF APPLICABLE]

OR

By: _____
[INSERT NAME, TITLE]

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

EXHIBIT D TO THE DISCLOSURE DOCUMENT

PRE-AUTHORIZED BANK FORM

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tropical SMOOTHIE CAFE

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION

TSC EFT 04142023

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 Cafe, 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 weekly. 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
TSC EFT 04142023

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: $10,000 **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 Cafe, 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

TSC Guaranty 04142023

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 CAFE, 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;

(ii) notice of demand for payment of any indebtedness or nonperformance of any obligations hereby guaranteed;

(iii) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed;

(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;

(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;

(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;

(iii) such liability will not be contingent or conditioned upon pursuit by Franchisor of any remedies against Franchisee or any other person;

(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
TSC CA ADDENDUM 04142023

The following paragraphs are added to the disclosure document:

The registration of this franchise offering by the California Department of Financial Protection and Innovation does not constitute approval, recommendation, or endorsement by the commissioner.

OUR WEBSITE (www.tropicalsmoothiecafe.com) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.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 AT LEAST 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.

The following paragraphs are added to the "Special Risks to Consider About *This* Franchise" page:

1. **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.

2. **Turn Over Rate**. During the last 3 years, a high percentage of our franchised outlets in California (33 – 60%) were terminated or ceased operations for other reasons. This franchise could be a higher risk investment than a franchise in a system with a lower turnover rate.

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.

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, transfer, 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.

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.

Franchise Agreement Provisions Void as Contrary to Public Policy. Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

(a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.
(b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.
(c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.
(d) Violations of any provision of this division.

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.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

CALIFORNIA RIDER TO
TROPICAL SMOOTHIE CAFÉ, LLC
FRANCHISE AGREEMENT
TSC CA RIDER 04142023

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. 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 OFFERING CIRCULAR AT LEAST 14 DAYS PRIOR TO THE EXECUTION OF AGREEMENT.

2. **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.

3. **Effective Date**. This Rider is effective on the Agreement Date regardless of the actual date of signature.

4. **Franchise Agreement Provisions Void as Contrary to Public Policy**. Any provision of a franchise agreement, franchise disclosure document, acknowledgement, questionnaire, or other writing, including any exhibit thereto, disclaiming or denying any of the following shall be deemed contrary to public policy and shall be void and unenforceable:

   (a) Representations made by the franchisor or its personnel or agents to a prospective franchisee.

   (b) Reliance by a franchisee on any representations made by the franchisor or its personnel or agents.

   (c) Reliance by a franchisee on the franchise disclosure document, including any exhibit thereto.

   (d) Violations of any provision of this division.

5. Section 310.114.1 of the California Code of Regulations is applicable to franchisees in the State of California with respect to the Franchise Agreement.

6. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise

seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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
TSC HI ADDENDUM 04142023

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.

The following is added to Item 17 of the Franchise Disclosure Document:

> No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

HAWAII RIDER TO
TROPICAL SMOOTHIE CAFÉ, LLC
FRANCHISE AGREEMENT
TSC HI RIDER 04142023

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.

4. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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
TSC IL ADDENDUM 04142023

The following is added to Item 17:

Your rights upon Termination and Non-Renewal of an agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

Illinois law governs the franchise agreement.

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 statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

RIDER TO
TROPICAL SMOOTHIE CAFÉ, LLC
FRANCHISE AGREEMENT
FOR USE IN ILLINOIS
TSC IL RIDER 04142023

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. **Termination**. Your rights upon Termination and Non-Renewal of an agreement are set forth in section 19 and 20 of the Illinois Franchise Disclosure Act.

3. **Release of Prior Claims**. Section 20 of the Agreement is deleted in its entirety.

4. **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.

5. **Governing Law and Jurisdiction**. Illinois law governs the Franchise Agreement. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.

6. **Waiver of Jury Trial**. Section 18.E. of the Agreement is deleted in its entirety.

7. **Enforcement.** Add Section L to Section 18 of the Agreement to read as follows:

   In conformance with section 41 of the Illinois Franchise Disclosure Act, any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with the Illinois Franchise Disclosure Act **or any other law of Illinois** is void.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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
TSC MD ADDENDUM 04142023

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. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

EXHIBIT A TO
MARYLAND ADDENDUM
EAGLE BANCORP ESCROW AGREEMENT
WITH TROPICAL SMOOTHIE FRANCHISE CAFÉ, LLC

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
TSC MD RIDER 04142023

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.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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
TSC MN ADDENDUM 04142023

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.

8. Item 17 is amended to include the following at the end:

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

MINNESOTA RIDER TO THE
TROPICAL SMOOTHIE CAFÉ, LLC
FRANCHISE AGREEMENT
TSC MN RIDER 04142023

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.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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
TSC NY ADDENDUM 04142023

1. The following information is added to the cover page of the Franchise Disclosure Document:

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SERVICES OR INFORMATION. REGISTRATION OF THIS FRANCHISE BY NEW YORK STATE DOES NOT MEAN THAT NEW YORK STATE RECOMMENDS IT OR HAS VERIFIED THE INFORMATION IN THIS FRANCHISE DISCLOSURE DOCUMENT. IF YOU LEARN THAT ANYTHING IN THIS FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND THE APPROPRIATE STATE OR PROVINCIAL AUTHORITY. THE FRANCHISOR MAY, IF IT CHOOSES, NEGOTIATE WITH YOU ABOUT ITEMS COVERED IN THE FRANCHISE DISCLOSURE DOCUMENT. HOWEVER, THE FRANCHISOR CANNOT USE THE NEGOTIATING PROCESS TO PREVAIL UPON A PROSPECTIVE FRANCHISEE TO ACCEPT TERMS WHICH ARE LESS FAVORABLE THAN THOSE SET FORTH IN THIS FRANCHISE DISCLOSURE DOCUMENT.

2. Item 3 is amended by added the following at the beginning of the Item.

Except as provided above, with regard to the franchisor, its predecessor, a person identified in Item 2, or an affiliate offering franchises under the franchisor's principal trademark:

A. No such party has an administrative, criminal or civil action pending against that person alleging: a felony, a violation of a franchise, antitrust, or securities law, fraud, embezzlement, fraudulent conversion, misappropriation of property, unfair or deceptive practices, or comparable civil or misdemeanor allegations.

B. No such party has pending actions, other than routine litigation incidental to the business, which are significant in the context of the number of franchisees and the size, nature or financial condition of the franchise system or its business operations.

C. No such party has been convicted of a felony or pleaded nolo contendere to a felony charge or, within the 10-year period immediately preceding the application for registration, has been convicted of or pleaded nolo contendere to a misdemeanor charge or has been the subject of a civil action alleging: violation of a franchise, antifraud, or securities law; fraud; embezzlement; fraudulent conversion or misappropriation of property; or unfair or deceptive practices or comparable allegations.

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or

exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following 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.

4. 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.

5. 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.

6. The following language replaces the "Summary" section of Item 17(d): The franchisee may terminate the agreement on any grounds available by law.

7. 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."

8. Items 17(v) and (w) are amended to add the following sentence: "The foregoing choice of law should not be considered a waiver of any right conferred upon the franchisor or upon the franchisee by Article 33 of the General Business law of the state of New York."

9. Item 17 is amended to add the following at the end: "No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise."

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
TROPICAL SMOOTHIE CAFÉ, LLC
STATE OF NORTH DAKOTA
TSC ND ADDENDUM 04122024

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.

2. 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**")."

3. 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."

4. 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."

5. 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.

6. The Summary column of Item 17 paragraph (w) of this disclosure document is amended to read as follows:

> The law of North Dakota governs.

7. 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.

9. The following is added to the end of Item 17:

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

NORTH DAKOTA RIDER TO
TROPICAL SMOOTHIE CAFÉ, LLC
FRANCHISE AGREEMENT
TSC ND RIDER 04122024

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. **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**").

3. **Competitive Restrictions**. Covenants not to compete, such as those mentioned in this section, are generally unenforceable in the State of North Dakota.

4. **Jurisdiction**. All matters coming under the ND Law may be brought in the courts of North Dakota.

5. **Waiver of Punitive Damages**. Section 18.F. of the Franchise Agreement is deleted in its entirety.

6. **Waiver of Jury Trial**. Section 18.E. of the Franchise Agreement is deleted in its entirety.

7. **Limitation of Claims**. The statute of limitations under ND Law applies to all matters coming under ND Law.

8. **Governing Law**. This Agreement will be governed by North Dakota law.

9. **Questionnaires and Acknowledgments**. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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
TSC RI ADDENDUM 04142023

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.

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.

Item 17 is amended to add the following at the end:

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
TROPICAL SMOOTHIE CAFÉ, LLC
STATE OF SOUTH DAKOTA
TSC SD ADDENDUM 04142023

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.

2. 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.

4. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

SOUTH DAKOTA RIDER TO
TROPICAL SMOOTHIE CAFÉ, LLC
FRANCHISE AGREEMENT
TSC SD Rider 04142023

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. **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.

3. **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.

4. **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.

5. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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
TSC VA ADDENDUM 04142023

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.

The following is added to Item 17 of the FDD:

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

VIRGINIA RIDER TO
TROPICAL SMOOTHIE CAFÉ, LLC
FRANCHISE AGREEMENT
TSC VA RIDER 04142023

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. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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
TSC WA ADDENDUM 04142023

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.

Transfer fees may be collected to the extent that they reflect our reasonable estimated or actual costs in effectuating a transfer.

Pursuant to RCW 49.62.020, a noncompetition covenant is void and unenforceable against an employee, including an employee of a franchisee, unless the employee's earnings from the party seeking enforcement, when annualized, exceed $100,000 per year (an amount that will be adjusted annually for inflation). In addition, a noncompetition covenant is void and unenforceable against an independent contractor of a franchisee under RCW 49.62.030 unless the independent contractor's earnings from the party seeking enforcement, when annualized, exceed $250,000 per year (an amount that will be adjusted annually for inflation). As a result, any provisions contained in the franchise agreement or elsewhere that conflict with these limitations are void and unenforceable in Washington.

RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

In re: Franchise No Poaching Provisions, Case No. 20-2-04169-6 SEA Tropical Smoothie Café, LLC Assurance of Discontinuance (the "AOD"); State of Washington; King County Superior Court. On February 14, 2020, we entered into an Assurance of Discontinuance with the Attorney General for the State of Washington relating to certain provisions in our historical forms of franchise agreement restricting franchisees from hiring employees from competing franchisees and from us (the "No-Poaching Provision"). The No-Poaching Provision in our franchise agreements was a legacy provision that we never enforced. In

2019, we voluntarily removed the No-Poaching Provision from our form franchise agreement. In 2021, there were 2 franchised Tropical Smoothie Café restaurants in Washington. As part of the AOD, we agreed: (i) to not, currently or in the future, include No-Poaching Provisions in any of our franchise agreements; (ii) to not enforce No-Poaching Provisions in any existing franchise agreements; (iii) to not intervene or defend the legality of a No-Poaching Provision in litigation; (iv) to notify all of our franchisees of the entry into the AOD and provide them with a copy of the AOD upon request; (v) to notify the Washington Attorney General's Office if we learn of any effort by a franchisee in Washington to enforce a No-Poaching Provision; and (vi) to continue to amend existing franchise agreements on a nationwide basis to remove any No-Poaching Provisions.

In lieu of an impound of franchise fees, the franchisor will not require or accept the payment of any initial franchise fees until the franchisee has (a) received all pre-opening and initial training obligations that it is entitled to under the franchise agreement or offering circular, and (b) is open for business. Because franchisor has material pre-opening obligations with respect to each franchised business franchisee opens under the Multi-Unit Development Addendum, payment of the franchise fee will be released proportionally with respect to each franchise outlet opened and until franchisor has met all its pre-opening obligations under the Agreement and franchisee is open for business with respect to each such location.

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

WASHINGTON RIDER TO
TROPICAL SMOOTHIE CAFÉ, LLC
FRANCHISE AGREEMENT
TSC WA RIDER 04142023

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.

11. **Section 20 of the Franchise Agreement**. The Release of Prior Claims in Section 20 of the Franchise Agreement does not apply with respect to claims arising under the Washington Franchise Investment Protection Act, RCW 19.100, and the rules adopted thereunder.

12. **Section 23.E of the Franchise Agreement**. Section 23.E of the Franchise Agreement does not apply in Washington.

13. **Sections 23.I.3-5 of the Franchise Agreement**. Sections 23.I.3-5 of the Franchise Agreement do not apply in Washington.

14. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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
TSC Lease Addendum 04142023

Landlord/Lessor:_____ **Tenant/Lessee**:_____

Notice Address:_____ Notice Address:_____

_____ _____

Franchisor: Tropical Smoothie Cafe, 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 Cafe, LLC / Franchisor

By: _____
Name: _____
Its: _____

EXHIBIT H TO THE DISCLOSURE DOCUMENT

OPERATIONAL MANUAL

Operational Standards Manual

Click here to see what's new.

APPEARANCE AND GROOMING

CASH HANDLING

EQUIPMENT

FACILITIES

FOOD EXCELLENCE

GUEST EXPERIENCE AND RECOVERY

HOURS OF OPERATION

MARKETING

GRAND OPENING

MENU EXCEPTION REQUESTS

PEST CONTROL AND PREVENTION

PRODUCT PREP

RECEIVING AND STORAGE

RECIPES AND PRODUCT BUILDS

REQUIRED PRODUCTS

SAFETY AND SECURITY

TRAINING

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CHANGE LOG

Version/Date	Change
V.7/November 2021	Updated links to variance requests, request forms, recipe cards, and training tools to documents in The Blend
V.6/August 2021	Added Media Policy
V.5/October 2020	Updated uniform and name tag images and removed Digital Menu Board information from In-Cafe Digital Experience
V.4/March 2020	Added Responding to Guest Inquiries, Deep Cleaning Standards, Denature Procedures, Boil Water Policy and ed In-Cafe Music guidelines; updated link to printable Build Cards and added links to the Banana Quality Reference Guide and oven settings guides; added Grand Opening chapter
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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APPEARANCE & GROOMING

Appearance & Grooming Standards

- Tattoos
- Piercings
- Jewelry
- Hair
- Makeup
- Nails
- Communication Devices
- Eating
- Smoking

Uniforms

- Shirts - Crew Members
- Shirts - Management
- Pants and Shorts - Crew and Management
- Hats and Visors
- Name Badges
- Shoes
- Not Permitted
- Ordering Uniforms

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CASH HANDLING

Opening Cashier

Closing a Drawer

Refunds

Coupons

Discounts

Credit Card Batching

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Air Filters

- Deep Clean

Amana Oven

- Oven Settings
- Daily Clean
- Parts and Service

Blenders

- Daily Clean
- Blade Replacement Assembly
- Drive Socket Replacement
- Parts and Service

Can Opener

- Blade Replacement

Cooler Condenser Coils

- Deep Clean

Gaskets

- Daily Clean
- Replacements

Ice Bin

- Deep Clean

Ice Machine

- Daily Clean
- Deep Clean

MerryChef Oven

Miniveyor Oven

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EQUIPMENT

Sandwich Press

- Daily Clean

Smoothie Sink Drain

- Deep Clean

Steamer

- Daily Clean
- Deep Clean
- Programming
- Parts and Service

Turbo Chef Oven

Water Filter - Ice Machine

Water Pump

- Daily Clean
- Spring Replacement
- Calibration
- Parts and Service

Recommended Service Providers

Recommended Service Schedule

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Overview
Food Safety Guidelines
Health Regulations & Sanitation Standards
Personal Hygiene
Foodborne Illness
Cross-Contamination
Time & Temperature
- Types of Thermometers

Food Safety Hazards
- Biological Hazards
- Chemical Hazards
- Physical Hazards

The Flow of Food
Food Prep
Produce Washing
Cutting & Peeling
Prep Quantities
Storing Cut Produce
Thawing
Cooking
Holding & Serving
- Hot Holding
- Cold Holding

Reheating Food

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Hazard Analysis & Critical Control Points

Seven HACCP Principles

HACCP Monitoring Procedures

Health Department Inspections

Safe Food Handling

Handwashing

- Importance of Handwashing
- When to Wash Hands
- How to Wash Hands
- Handwashing Signage

Boil Water Policy & Procedures

- Policy
- Procedures

Deep Cleaning Standards & Procedures

- Deep Clean Your Cafe
- Cleaning Standards
- Cleaning Solutions
- Cleaning Procedure
- Sanitizing Procedure
- Signatures

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Interior Décor

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GUEST EXPERIENCE AND RECOVERY

Overview

Friendliness

Order Process

- Suggestive Selling
- Taking Catering Orders

Tropitude

Five Steps to Unparalleled Hospitality

- Register Operator

B.L.A.S.T.

Sampling

- Guidelines

Responding to Guest Inquiries

- Introduction
- General

In-Cafe Music

- Approved Sources
- Music Design

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Hours of Operation

Regular Hours

Holiday Hours

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Digital Marketing & MarTech

Digital Footprint

- Websites
- Google My Business
- Yelp

Social Media

- Facebook
- Twitter
- Instagram
- Other Social Media Properties
- National Social Media Content
- Local Social Media Content
- User Generated Content
- Engagement with Celebrities
- Engagement with Children
- Engagement with Influencers

Digital Sales & e-Commerce

- Mobile App
- Online and Mobile Ordering
- Online Gift Card Sales
- Third-Party Gift Card Sales
- Third-Party Delivery
- Third-Party Catering

In-Cafe Digital Experience

1:1 Marketing

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- CRM/Guest Database
- Loyalty Program
- Email

Media Policy

- TSC Media Inquiries
- On-Site Media Response Policies

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Suggested Marketing Timeline

Marketing Plan Deep Dive

LSM Toolkit/UMI

Local Store Marketing Guide

- Overview
- Local Store Marketing Checklist

Local Public Relations

- Before You Open
- Before or After You Open

Grand Opening Celebration

- Recommended Offers
- Activity Ideas
- Decoration Ideas
- Digital Ideas

New Cafe Social Media

- Facebook
- Grand Opening Social: Optional Local Facebook Paid Social
- Now hiring
- After You Open

Digital Sales & Marketing

- Digital Sales
- Digital Marketing
- Google My Business

Hours

Who to Call

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GRAND OPENING

Coupon Codes

Hiring

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Menu Exception Requests

Costs

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Rodents

- Rodent Droppings
- Signs of Rodent "Feeding Stations"
- Evidence of Gnawing
- Odd, Stale Smell
- See a Rodent in the Cafe

Pest Control & Prevention

- The Three R's of Pest Control
- Food and Water
- Outdoors
- Indoors
- Common Signs of Infestation
- Prevention

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Thawing and/or Slacking

- Thawing/Slacking Guidelines

Emergency Thawing Procedures

- Thawing and/or Slacking Hermetically Sealed Product

Frozen Fruit

- Thawing and/or Slacking Frozen Fruit

Frozen Ready-to-Use (RTU) Product

- Thawing/Slacking Frozen Ready-to-Use (RTU) Product

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RECEIVING AND STORAGE

Product Receiving

- Prior to a Delivery
- Delivery Arrival
- During Delivery
- Sysco Credit Process
- Delivery Completion

Product Quality Overview

Storage

- Frozen and Refrigerated Products

Minimize Food Waste

Canned Products

Dry Products

Single-Use Items

Paper Products

Chemicals

Shelf Life Chart

Date Label System

- To Prepare a Date Label

Discarding Expired or Damaged Food Product

- Directions for Cafes
- Procedure to Denature Impacted Product

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Recipes

Recipe Cards

Recipe Card Placement

Food Make Line

Food Finish Line

Smoothie Make Line

Build Cards

Using the Build Card

Build Card Placement

Make Line Examples

Finish Line Examples

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REQUIRED PRODUCTS

Proprietary Products

- Logo Items

Non-Replacement Products

- Beverages
- Bread and Wraps
- Chips
- Concentrates
- Cookies
- Dressings
- Dry Add-Ins
- IQF Fruit
- Other
- Paper Goods
- Proteins
- Salad Toppers
- Sauces
- Supplements
- Sweetener

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Accidents

- General Guidelines
- Slips and Falls
- Cuts
- Burns
- Back Injury Prevention
- Choking
- Heimlich Maneuver
- Electrical Shock
- First Aid Kit
- Bloodborne Pathogen Cleanup Kit
- Knife Safety

Crime Prevention

- Burglary
- Vandalism
- Robbery
- Internal Theft
- Quick-Change Artists
- Counterfeit Currency
- Suspicious Behavior
- Disorderly Guests or Crew Members

General Security Guidelines

Security Equipment

- Keys and Codes
- Safe

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Cash Registers

Security Procedures

Front and Back Doors

Closing Procedures

Bank Deposits

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Steps of Training

Training Tools

- Trainer
- Learner

Training Schedule

Annual Certification

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EXHIBIT I TO THE DISCLOSURE DOCUMENT

ROSTER OF CURRENT AND FORMER FRANCHISEES
AS OF DECEMBER 31, 2023

ROSTER OF CURRENT FRANCHISEES AS OF DECEMBER 31, 2023

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Glen Johnson	Nicholas "Nick" Crouch	3049 John Hawkins Parkway, Suite 100	Hoover	AL	35244	(205) 444-0612
	Linda	Morgan	2790 Legends Parkway	Prattville	AL	36066	(334) 285-4545
	Steven Craig	Scott	9 Du Rhu Drive	Mobile	AL	36608	(205) 245-3742
	Steven Craig	Scott	7450 Airport Blvd Suite A	Mobile	AL	36608	(205) 245-3742
	Steven Craig	Scott	1800 McFarland Boulevard #306	Tuscaloosa	AL	35404	(205) 331-4070
	John Michael	Tate	1350 Inverness Corners	Birmingham	AL	35242	(205) 834-8309
	Linda Morgan	Russell Rissman	200 West Glenn Avenue #100	Auburn	AL	36830	(334) 821-6555
	Linda	Morgan	6600 Atlanta Hwy	Montgomery	AL	36117	(334) 213-2999
	Rhett and Lori	Enzor	411 West Bypass	Andalusia	AL	36420	(334) 222-5005
	Linda Morgan	Russell Rissman	801 South Memorial Drive	Prattville	AL	36067	(334) 730-1602
	Peter, Gilbert and Federico	Morales-Zimmerman	1079 Balch Road Suite D	Madison	AL	35758	(256) 970-4330
	James Brandon	Butler	29740 Urgent Care Drive	Daphne	AL	36526	(251) 232-6182
	Dimple	Ahuja	3008 Zelda Road	Montgomery	AL	36106	(334) 517-1872
*	Linda Morgan	Russell Rissman	2750 Pepperell Parkway	Opelika	AL	36801	(334) 363-0646
*	Russell Rissman	Linda Morgan	TBD	Montgomery	AL	TBD	(334) 462-8850
	Dimple	Ahuja	7248 Halcyon Park Drive Unit C	Montgomery	AL	36117	(334) 676-2203
	Peter, Gilbert and Federico	Morales-Zimmerman	2324 Whitesburg Drive, SE Suite A	Huntsville	AL	35801	(256) 539-9688
	Peter, Gilbert and Federico	Morales-Zimmerman	2075 Cecil Ashburn Drive SE	Huntsville	AL	35802	(256) 945-7768
	Glen Johnson	Nicholas "Nick" Crouch	3230 Ross Clark Circle Suite 3	Dothan	AL	36303	(334) 673-5652
	Glen Johnson	Nicholas "Nick" Crouch	1640 Ross Clark Circle	Dothan	AL	36301	(334) 661-4003
	Rebecca Pitts	Mike Burdick	906 Rucker Blvd.	Enterprise	AL	36330	(334) 489-4020
	Dimple	Ahuja	TBD	Troy	AL	TBD	(205) 415-1309
	Harbhajan	Arora	2050 Gadsden Highway, Suite 112	Trussville	AL	35173	(205) 537-1058

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Steven Craig	Scott	225 State Farm Parkway Suite 101	Homewood	AL	35209	(205) 637-6344
	Steven Craig	Scott	TBD	Birmingham	AL	TBD	(205) 245-3742
	Steven Craig	Scott	5000 Rangeline Crossing Drive Suite G	Mobile	AL	36619	(251) 459-0302
*	Robert, Mary, and Stacy	Schmidt	TBD	Huntsville	AL	TBD	(870) 213-6242
	Steven Craig	Scott	TBD	Foley	AL	TBD	(205) 245-3742
*	Glen Johnson	Nicholas "Nick" Crouch	7661 US Highway 431	Albertville	AL	35950	(938) 336-3350
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Athens	AL	TBD	(501) 593-4653
*	Glen Johnson	Nicholas "Nick" Crouch	2020 Winchester Road Northeast	Huntsville	AL	35811	(256) 385-8387
*	Glen Johnson	Nicholas "Nick" Crouch	2127 6th Avenue Southeast	Decatur	AL	35601	(256) 333-9033
*	Glen Johnson	Nicholas "Nick" Crouch	1311 2nd Avenue SW, Suite F	Cullman	AL	35055	(205) 754-0299
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Huntsville	AL	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	2899 Allison-Bonnett Memorial Drive	Hueytown	AL	35023	(205) 774-3717
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Athens	AL	TBD	(501) 593-4653
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Athens	AL	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Athens	AL	TBD	(501) 593-4653
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Albertville	AL	TBD	(573) 489-9890
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Anniston	AL	TBD	(573) 489-9890
	Harbhajan	Arora	TBD	Pell City	AL	TBD	(205) 980-0900
	Harbhajan	Arora	TBD	Chelsea	AL	TBD	(205) 980-0900
	James Brandon	Butler	54 Shell Street, Suite 101	Saraland	AL	36571	(251) 724-2039
	Amanda Melvin	Jarrett Melvin III	TBD	Jasper	AL	TBD	(850) 240-0313

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Glen Johnson	Nicholas "Nick" Crouch	11900 Kanis Rd. Suite D3	Little Rock	AR	72211	(501) 221-6773
	Heather and Michael	Philip	3878 Crossover Road, Suite 10	Fayetteville	AR	72703	(479) 582-4444
	Glen Johnson	Nicholas "Nick" Crouch	705 Club Lane #109	Conway	AR	72034	(501) 764-4800
	Glen Johnson	Nicholas "Nick" Crouch	17710 Cantrell Road	Little Rock	AR	72223	(501) 224-1113
	Robert Morris	Glen Johnson	140 John Harden Drive #29	Jacksonville	AR	72076	(501) 241-2233
	Glen Johnson	Nicholas "Nick" Crouch	12311 Maumelle Blvd.	Maumelle	AR	72113	(501) 851-9555
	Heather and Michael	Philip	7022 West Sunset Avenue, Suite 1	Springdale	AR	72762	(479) 361-9999
	Glen Johnson	Nicholas "Nick" Crouch	118 Harvest Drive	Bryant	AR	72022	(501) 593-4653
	Glen Johnson	Nicholas "Nick" Crouch	1517 Military Road	Benton	AR	72015	(501) 408-5616
	Glen Johnson	Nicholas "Nick" Crouch	5504 JFK Blvd	North Little Rock	AR	72116	(501) 753-8500
	Glen Johnson	Nicholas "Nick" Crouch	3410 E Johnson Ave, Suite Q	Jonesboro	AR	72401	(870) 932-8767
	Heather and Michael	Philip	3351 Pinnacle Hills Parkway	Rogers	AR	72758	(479) 273-2000
	Glen Johnson	Nicholas "Nick" Crouch	310 E. Beebe Capps Expy	Searcy	AR	72143	(501) 305-3665
	Glen Johnson	Nicholas "Nick" Crouch	410 S. University Avenue Suite 140	Little Rock	AR	72205	(501) 280-9988
*	Glen Johnson	Nicholas "Nick" Crouch	11312 Bass Pro Parkway Suite A	Little Rock	AR	72210	(501) 407-0920
*	Glen Johnson	Nicholas "Nick" Crouch	6901 Rogers Ave Suite A	Fort Smith	AR	72903	(479) 452-1833
*	Glen Johnson	Nicholas "Nick" Crouch	605 N Arkansas Avenue	Russellville	AR	72801	(479) 498-0788
*	Glen Johnson	Nicholas "Nick" Crouch	16900 Chenal Parkway, Suite 100	Little Rock	AR	72223	(501) 817-3154
	Glen Johnson	Nicholas "Nick" Crouch	2035 W Main Street Suite A	Cabot	AR	72023	(501) 286-6009

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Jigna	Patel	502 Mallard Loop Suite E	Pine Bluff	AR	71603	(870) 536-7040
	Glen Johnson	Nicholas "Nick" Crouch	322 Broadway Street	Little Rock	AR	72201	(501) 246-3145
	Glen Johnson	Nicholas "Nick" Crouch	3308 Central Avenue	Hot Springs	AR	71913	(501) 622-2551
	Glen Johnson	Nicholas "Nick" Crouch	1510 Rebsamen Road	Little Rock	AR	72202	(501) 747-1030
*	Glen Johnson	Nicholas "Nick" Crouch	2025 Fayetteville Road, Suite A	Van Buren	AR	72956	(479) 471-5359
*	Glen Johnson	Nicholas "Nick" Crouch	175 E Oak Street	Conway	AR	72032	(405) 367-2677
*	Glen Johnson	Nicholas "Nick" Crouch	2600 Main Street	North Little Rock	AR	72114	(501) 904-5212
	Heather and Michael	Philip	3200 East Highway 412, Suite 70	Siloam Springs	AR	72761	(479) 373-1090
	Heather and Michael	Philip	1409 East Centerton Boulevard	Centerton	AR	72719	(479) 224-4994
	Michael and Heather	Philip	1109 Martin Luther King	Fayetteville	AR	72701	(479) 332-4755
*	Glen Johnson	Nicholas "Nick" Crouch	1510 Country Club Road	Sherwood	AR	72120	(501) 222-8820
	Glen Johnson	Nicholas "Nick" Crouch	2529 South Caraway Road	Jonesboro	AR	72401	(870) 218-3134
	Heather and Michael	Philip	101 Monument Drive, Suite H	Lowell	AR	72745	(479) 315-4388
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Paragould	AZ	TBD	(573) 489-9890
	Bryan	Khaov	2748 South Signal Butte Road, Suite 106	Mesa	AZ	85209	(480) 588-6911
	Dan and Nicolette Rudolph	Joseph Omobogie	8707 S. Priest Drive, Suite # 108	Tempe	AZ	85284	(480) 496-4200
	Dan and Nicolette Rudolph	Joseph Omobogie	6614 E. Baseline Rd. Suite 110	Mesa	AZ	85206	(480) 325-7680
	Dan and Nicolette Rudolph	Joseph Omobogie	13355 W Mcdowell Road, Suite 110	Goodyear	AZ	85395	(623) 414-4064
	Dan and Nicolette Rudolph	Joseph Omobogie	2815 W. Peoria Avenue, Suite #116	Phoenix	AZ	85029	(602) 944-3333

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Dan and Nicolette Rudolph	Joseph Omobogie	1640 E. Camelback Road, Suite #150	Phoenix	AZ	85016	(602) 274-2000
	Dan and Nicolette Rudolph	Joseph Omobogie	13749 N Litchfield Road Suite 118	Surprise	AZ	85379	(623) 584-6280
	Dan and Nicolette Rudolph	Joseph Omobogie	320 Bell Road Suite #101	Phoenix	AZ	85023	(602) 283-4379
	Dara and Brian	Cupery	891 East Baseline Road, Suite 106	Gilbert	AZ	85233	(480) 545-6677
	Dan and Nicolette Rudolph	Joseph Omobogie	3100 S 99th Avenue	Phoenix	AZ	85353	(602) 283-4537
	Dara and Brian	Cupery	1155 W. Ocotilla Road	Chandler	AZ	85248	(480) 659-3285
	Huyen Bui	Samip Patel	10230 Old Vail Road	Tuscon	AZ	85747	(520) 344-7739
	Huyen Bui	Samip Patel	TBD	Tucson	AZ	TBD	(816) 808-9736
	John	Weeber	15033 N Thompson Peak Pkwy, Suite 105	Scottsdale	AZ	85260	(480) 878-5588
*	John	Weeber	4714 E Cactus Road	Phoenix	AZ	85032	(602) 704-4737
*	John	Weeber	4032 North Scottsdale Road, #A	Scottsdale	AZ	85260	(602) 805-4717
*	John	Weeber	TBD	Scottsdale	AZ	TBD	(616) 291-5225
*	John	Weeber	4750 South 48th Street Suite 109	Phoenix	AZ	85040	(480) 586-2949
*	John	Weeber	9455 West Glendale Avenue Suite 120	Glendale	AZ	85305	(480) 534-3795
*	John	Weeber	TBD	Scottsdale	AZ	TBD	(616) 291-5225
	Chad and Wendy	Nelson	7850 East Florentine Road	Prescott	AZ	86314	(928) 277-0215
*	Laura	Hill f/k/a Laura Roser	1505 East Warner Road Suite 100	Gilbert	AZ	85296	(480) 398-8408
*	Laura	Hill f/k/a Laura Roser	TBD	Chandler	AZ	TBD	(801) 833-3909
*	Laura	Hill f/k/a Laura Roser	TBD	Queens Creek	AZ	TBD	(801) 833-3909
*	Laura	Hill f/k/a Laura Roser	TBD	Sun Tan Valley	AZ	TBD	(801) 833-3909
*	Huyen Bui	Samip Patel	3200 East Valencia Road	Tucson	AZ	85706	(520) 903-4888
*	Huyen Bui	Samip Patel	TBD	Tucson	AZ	TBD	(520) 903-4888
*	Huyen Bui,	Samip Patel	TBD	Tucson	AZ	TBD	(520) 903-4888
	Dan and Nicolette Rudolph	Joseph Omobogie	831 South Cotton Lane, Suite F-6	Goodyear	AZ	85338	(623) 932-2458
*	Ryan Arnone, Vincent Muskiet	Samip Patel	TBD	Tucson	AZ	TBD	(816) 982-5699

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Ryan Arnone, Vincent Muskiet	Samip Patel	TBD	Tucson	AZ	TBD	(816) 808-9736
*	Ryan Arnone, Vincent Muskiet	Samip Patel	TBD	Tucson	AZ	TBD	(816) 982-5699
*	Huyen Bui,	Samip Patel	TBD	Tucson	AZ	TBD	(816) 808-9736
*	Huyen Bui,	Samip Patel	TBD	Tucson	AZ	TBD	(816) 808-9736
*	Huyen Bui,	Samip Patel	TBD	Tucson	AZ	TBD	(520) 903-4888
*	Stephen and Allison	Palmieri	1625 Mesquite Avenue	Lake Havasu City	AZ	86403	(928) 302-3880
*	Allison and Stephen	Palmieri	TBD	Kingman	AZ	TBD	(928) 486-7059
*	Allison and Stephen	Palmieri	TBD	Flagstaff	AZ	TBD	(928) 486-7059
	Dan and Nicolette Rudolph	Joseph Omobogie	7708 West Bell Road	Glendale	AZ	85308	(623) 440-9058
	Dan and Nicolette Rudolph	Joseph Omobogie	4241A West Thunderbird Road	Phoenix	AZ	85053	(602) 935-3542
*	Alkeshkumar Patel	Ajeet Bhargava	TBD	Mesa	AZ	TBD	(480) 650-4624
*	Alkeshkumar Patel	Ajeet Bhargava	TBD	Mesa	AZ	TBD	(480) 650-4624
*	Alkeshkumar Patel	Ajeet Bhargava	TBD	Mesa	AZ	TBD	(480) 650-4624
*	Alkeshkumar Patel	Ajeet Bhargava	TBD	Mesa	AZ	TBD	(480) 650-4625
	Paulo	Fernandez	TBD	Phoenix	AZ	TBD	(619) 727-1475
*	Charlotte and Britt	Reed	TBD	Norterra	AZ	TBD	(602) 622-2931
*	Charlotte and Britt	Reed	TBD	Cave Creek	AZ	TBD	(602) 791-5140
*	Kathleen Ann	Cole	TBD	Deer Valley	AZ	TBD	(586) 634-7839
*	Kathleen Ann	Cole	TBD	Desert Ridge	AZ	TBD	(586) 634-7839
*	Kathleen Ann	Cole	TBD	Kierland	AZ	TBD	(586) 634-7839
*	Caitlin Marie and Shaun Paul	Lovett	TBD	Surprise	AZ	TBD	(281) 381-3717
*	Caitlin Marie and Shaun Paul	Lovett	TBD	Buckeye	AZ	TBD	(941) 268-1247
*	Caitlin Marie and Shaun Paul	Lovett	TBD	Avondale	AZ	TBD	(941) 268-1247
*	Allison and Stephen	Palmieri	TBD	Bullhead City	AZ	TBD	(928) 846-6169
*	Allison and Stephen	Palmieri	TBD	Flagstaff	AZ	TBD	(928) 846-6169
*	Allison and Stephen	Palmieri	TBD	Yuma	AZ	TBD	(928) 846-6169

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Edward Holmes	Linda Parenti	TBD	Apache Junction	AZ	TBD	(303) 478-7272
	James, Brandon and Jameson	Lovelace	TBD	Apache Junction	AZ	TBD	(360) 904-7628
	Michael and Regina	Pilson	12799 E. Foothill Blvd., Ste. A	Rancho Cucamonga	CA	91739	(909) 899-0708
	Bobby	Kang	9480 Talbert Avenue	Fountain Valley	CA	92708	(714) 375-0018
	Kevin	Baker	9615-D E. County Line Rd	Centennial	CO	80112	(303) 799-4133
	Sandhya	Harikrishnan	700 South College Avenue	Fort Collins	CO	80524	(970) 825-5111
	Kevin	Baker	5830 Independence Street, Suite 100	Arvada	CO	80002	(303) 403-9888
	Kevin	Baker	3753 Wadsworth Blvd, STE 115	Wheat Ridge	CO	80033	(303) 403-0333
	Susan and Timothy	Nats	1485 Park Central Drive	Highlands Ranch	CO	80129	(303) 470-0746
	Tyrone	Baxter	565 US Highway 50 West, Ste C	Pueblo	CO	81008	(719) 299-4431
	Kevin	Baker	4486 Peoria Street	Denver	CO	80239	(720) 328-1690
	Kevin	Baker	7895 Silicon Height	Colorado Springs	CO	80939	(719) 358-7619
*	Kevin	Baker	7303 Federal Boulevard, Suite 300	Westminster	CO	80030	(303) 429-0495
*	Kevin	Baker	7587 N Academy Blvd	Colorado Springs	CO	80920	(719) 896-4104
*	Kevin	Baker	TBD	Denver	CO	TBD	(586) 431-0401
*	Kevin	Baker	548 W South Boulder Rd	Lafayette	CO	80026	(303) 997-7385
*	Kevin	Baker	570 East 144th Avenue	Thornton	CO	80023	(720) 600-0363
*	Kevin	Baker	291 Flatiron Crossing Drive	Broomfield	CO	80021	(303) 993-2701
*	Kevin	Baker	TBD	Denver	CO	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	CO	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	CO	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	CO	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	CO	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	CO	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	CO	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	CO	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	CO	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Shelby Township	CO	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	CO	TBD	(586) 431-0401

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Kevin	Baker	TBD	Denver	CO	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	CO	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	CO	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	CO	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Denver	CO	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Colorado Springs	CO	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Colorado Springs	CO	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Colorado Springs	CO	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Colorado Springs	CO	TBD	(586) 431-0401
*	Kevin	Baker	TBD	Colorado Spring	CO	TBD	(586) 431-0401
*	Gary Bret, Gage and Leighton Wyatt	Barnett	575 Lincoln Street, Unit D	Denver	CO	80203	(303) 593-2462
*	Gage and Gary Bret Barnett	Leighton Wyatt Barnett	TBD	Denver	CO	TBD	(501) 351-6883
*	Gage and Gary Bret Barnett	Leighton Wyatt Barnett	TBD	Denver	CO	TBD	(501) 707-7575
*	Gage and Gary Bret Barnett	Leighton Wyatt Barnett	TBD	Denver	CO	TBD	(501) 707-7575
*	Gage and Gary Bret Barnett	Leighton Wyatt Barnett	TBD	Denver	CO	TBD	(501) 351-6883
*	Gage and Gary Bret Barnett	Leighton Wyatt Barnett	TBD	Denver	CO	TBD	(501) 351-1565
*	Gage and Gary Bret Barnett	Leighton Wyatt Barnett	TBD	Denver	CO	TBD	(501) 351-1565
*	Gage and Gary Bret Barnett	Leighton Wyatt Barnett	TBD	Denver	CO	TBD	(501) 707-7575
*	Gage and Gary Bret Barnett	Leighton Wyatt Barnett	TBD	Denver	CO	TBD	(501) 351-1565
*	Gage and Gary Bret Barnett	Leighton Wyatt Barnett	TBD	Denver	CO	TBD	(501) 707-7575
	Kevin	Baker	TBD	Colorado Springs	CO	TBD	(586) 431-0401
*	Alejandro Ramos	Corina Groeger	TBD	Grand Junction	CO	TBD	(616) 648-0445
*	Alejandro Ramos	Corina Groeger	TBD	Grand Junction	CO	TBD	(616) 648-0445

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Alejandro Ramos	Corina Groeger	TBD	Montrose	CO	TBD	(616) 648-0445
	Eduardo and Alejandro Ramos	Corina Groeger	TBD	Fruita	CO	TBD	(616) 490-9304
	Hiren Patel, Satyen Shah	Komal Kalariya, Setu Kalaria	15 Dixwell Avenue	New Haven	CT	06511	(203) 691-5428
	Hiren Patel, Satyen Shah	Komal Kalariya, Setu Kalaria	1590 Boston Post Road	Milford	CT	06460	(203) 283-9101
	Abdallah Alsaqri	Sanna Abdel-Qader	12-C Fenn Road	Newington	CT	06111	(860) 436-5272
*	Hiren	Patel	TBD	Stamford	CT	TBD	(973) 342-1421
*	Hiren	Patel	TBD	Norwalk	CT	TBD	(973) 342-1421
*	Hiren	Patel	TBD	Greenwich	CT	TBD	(973) 342-1421
*	Hiren	Patel	TBD	Fairfield	CT	TBD	(973) 342-1421
*	Hiren	Patel	TBD	Stratford	CT	TBD	(973) 342-1421
*	Hiren	Patel	TBD	Westport	CT	TBD	(973) 342-1421
*	Hiren	Patel	TBD	Shelton	CT	TBD	(973) 342-1421
*	Alaa and Abdallah Alsaqri, Sanaa Abdel-Qader	Husam and Mohamad Alramahi	TBD	Glastonbury	CT	TBD	(860) 997-2355
*	Alaa and Abdallah Alsaqri, Sanaa Abdel-Qader	Husam and Mohamad Alramahi	TBD	Southington	CT	TBD	(860) 794-9479
*	Rishi Bhut, Savan Patel	Vraj Desai	TBD	South Windsor	CT	TBD	(860) 948-0153
*	Rishi Bhut, Savan Patel	Vraj Desai	TBD	West Hartford	CT	TBD	(860) 652-5293
	Oubab	Khalil	425 I Street NW	Washington	DC	20001	(202) 851-4055
	David Magby	Alesha Magby fka Alesha Hicks	2490 Market Street NE, Suite 604	Washington	DC	20018	(202) 808-3060
	David Magby	Alesha Magby fka Alesha Hicks	2234 Town Center Drive SE	Washington	DC	20020	(202) 621-7295
	Do Yong	Kim	1250 Half Street Southeast #108	Washington	DC	20003	(202) 478-6373
	Tyna Sanchez	Erica Blanch	TBD	Washington	DC	TBD	(571) 235-8118
	Scot, Sharon, and Cameron	Moore	716 Monroe Street NE	Washington	DC	20017	(202) 526-3459
	Do Yong	Kim	TBD	Washington DC	DC	TBD	(703) 867-1312

FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
Toya Evans, Chanel Grant	Lauren Williamson	2C353 2004 Concessions, Pentagon	Washington	DC	20310	(703) 981-8763
Jigna Kalpesh	Komalben Patel	4742 Limestone Road	Wilmington	DE	19808	(302) 510-6109
SudhirKumar	Mehta	TBD	Dover	DE	TBD	(410) 463-1133
Dennis	Norris	3252 Fashion Center Blvd	Newark	DE	19702	(302) 570-7109
Lesie Lindsey	Martin, Adrienne, and Kandice Lewis	230 E. Main Street, Suite 622	Newark	DE	19709	(302) 266-4121
Jigna Kalpesh	Patel	3216 Kirkwood Highway	Wilmington	DE	19808	(302) 407-6639
Jigna Kalpesh	Patel	TBD	Bear	DE	TBD	(302) 897-7464
Mahmoud	Al Hamad	TBD	Middletown	DE	TBD	(443) 365-7733
Jigna Kalpesh	Patel	TBD	Wilmington	DE	TBD	(302) 897-7464
Dennis	Norris	TBD	Wilmington	DE	TBD	(302) 234-3458
* Jigna Kalpesh	Patel	TBD	Middleton	DE	TBD	(302) 897-7464
Anik and Rutica	Patel	TBD	Millsboro	DE	TBD	(302) 535-7332
Garth	Brown	679 B W. Tennessee Street	Tallahassee	FL	32304	(850) 561-8888
Syed Asad and Syeda Faryal Hussain	Nargis Fatama	904 Thomasville Road	Tallahassee	FL	32303	(850) 224-3600
Neil and Carol Hooker	Catherine Catanese	415 C Mary Esther Blvd., Unit C	Fort Walton Beach	FL	32548	(850) 244-3688
Sam	Osborne	1415 Timberlane Rd. Unit 319	Tallahassee	FL	32312	(850) 894-4980
Glen Johnson	Nicholas "Nick" Crouch	10111 San Jose Blvd.	Jacksonville	FL	32257	(904) 880-5161
James Brandon	Butler	703 John Sims Pkwy.	Niceville	FL	32578	(850) 729-8060
James Brandon	Butler	211 Gulf Breeze Parkway	Gulf Breeze	FL	32561	(850) 733-9757
Jim	Mabry	830 N A1A, Suite 1	Ponte Vedra Beach	FL	32082	(904) 280-4044
Dhairya and Lokita	Chaudhari	652 West 23rd Street	Panama City	FL	32405	(850) 913-9336
Sanford, Ronald and Suzanne	Falkowitz	1900 Main Street, Suite 102	Sarasota	FL	34236	(941) 365-4999
James Brandon	Butler	206 Northwest Racetrack Road	Fort Walton Beach	FL	32547	(850) 864-4991
Syeda and Syed Hussain	Nargis Fatama	3111 Mahan Drive, #23	Tallahassee	FL	32308	(850) 878-3777

FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
Andrew and Raymond Jr.	Howell	3402 Technological Avenue #112	Orlando	FL	32817	(407) 776-8074
Adam	Pope	3839 N. Monroe Street	Tallahassee	FL	32303	(850) 562-5733
Bradley	Freet	27001 US 19 North	Clearwater	FL	33761	(727) 400-6905
Levon and Hovnan	Movsisyan	7561 West Sandlake Rd	Orlando	FL	32819	(407) 248-0707
Cesar Batista	Karina Batista Caballero	4270 North Highway 98	Lakeland	FL	33809	(863) 859-5116
Jack	Cleghorn	225 South Florida Ave	Lakeland	FL	33801	(863) 686-9474
Andrew and Raymond Jr.	Howell	3785 Lake Emma Road	Lake Mary	FL	32746	(407) 942-0050
Jason	Vega	4960 E. Colonial Drive	Orlando	FL	32803	(407) 897-8585
Cesar Batista	Karina Batista Caballero	6671 W. Indianatown Rd Suite 52	Jupiter	FL	33458	(561) 748-4457
Garth	Brown	800 Ocala Road, Suite 330	Tallahassee	FL	32304	(850) 576-4300
Glen Johnson	Nicholas "Nick" Crouch	1808 Hendricks Avenue	Jacksonville	FL	32207	(904) 399-1514
Glen Johnson	Nicholas "Nick" Crouch	2245 County Road 210 W	Jacksonville	FL	32259	(904) 829-9292
Joseph and Dawn	Rogers	3083 SW Martin Downs Blvd.	Palm City	FL	34990	(772) 223-8856
Courtney and Jamil	Newell	9182 S. Federal Hwy	Port Saint Lucie	FL	34952	(772) 380-9494
Vincent, and Nick Jr.	Gannascoli	1989 SE Federal Hwy	Stuart	FL	34994	(772) 220-2995
Cesar Batista	Karina Batista Caballero	1520 South Babcock Street Suite A	Melbourne	FL	32901	(321) 952-5575
Alexander Daye	Jared Pasquarelli	314 Port St. Lucie Blvd.	Port Saint Lucie	FL	34984	(772) 878-0092
Jack	Cleghorn	1490 North Broadway Avenue	Bartow	FL	33830	(863) 519-9111
Bradley	Freet	2137 66th Street North	Saint Petersburg	FL	33710	(727) 821-3100
Joseph and Dawn	Rogers	6134 South Federal Highway	South Stuart	FL	34997	(772) 283-7377
Aaron Toutloian	Amber Schraier	5440 Military Trail, Suite #5	Jupiter	FL	33458	(561) 624-8775
Cesar Batista	Karina Batista Caballero	5212-A Okeechobee Road	Fort Pierce	FL	34947	(772) 429-1944
Arman	Marukyan	851 South State Road 434	Altamonte Springs	FL	32714	(407) 294-0098

FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
Glen Johnson	Nicholas "Nick" Crouch	11900 Atlantic Boulevard Suite 228	Jacksonville	FL	32225	(904) 564-4784
Cesar Batista	Karina Batista Caballero	301 West Central Avenue	Winter Haven	FL	33681	(863) 295-7988
Daniel and Matthew Beaulieu	Joseph Hudson	5016 Airport Pulling Rd. N.	Naples	FL	34105	(239) 262-3600
Nick,Sr., Vincent, and Nick Jr.	Gannascoli	3174 Federal Hwy	Jensen Beach	FL	34957	(772) 232-9010
Emily	Harrington	11011 Causeway Boulevard	Brandon	FL	33511	(813) 684-1962
Dhairya and Vipulkumar	Chaudhari	3345 SW 34 Street Ste 5	Gainesville	FL	32608	(352) 379-9988
Cesar Batista	Karina Batista Caballero	4276 Northlake Blvd.	Palm Beach Gardens	FL	33410	(561) 624-4513
Cesar Batista	Karina Batista Caballero	2508 PGA Blvd.	Palm Beach Gardens	FL	33410	(561) 626-0412
Bradley	Freet	1201 4th St. N.	Saint Petersburg	FL	33701	(727) 821-3100
Philip	Houston	1851 Cordova Road	Fort Lauderdale	FL	33316	(954) 523-2268
Emily	Harrington	2330 W. Brandon Blvd.	Brandon	FL	33511	(813) 689-6200
Cesar Batista	Karina Batista Caballero	4700 Babcock Street Suite 9	Palm Bay	FL	32905	(321) 725-6535
Jim Mabry	Clark Bailey	104 Bartram Oaks Walk, Suite 106	Jacksonville	FL	32259	(904) 230-6360
Vincent, and Nick Jr.	Gannascoli	2491 NW Federal Highway	Stuart	FL	34994	(772) 692-8088
Benny and Christa	Chastain	209 N. Magnolia Suite 1	Tallahassee	FL	32301	(850) 412-9100
Cesar Batista	Karina Batista Caballero	700 E. Merritt Island Causeway	Merritt Island	FL	32952	(321) 454-2303
James Brandon	Butler	8646 Navarre Parkway	Navarre	FL	32566	(850) 936-1320
Cesar Batista	Karina Batista Caballero	10628 SW Village Parkway	Port Saint Lucie	FL	34987	(772) 344-6960
Glen Johnson	Nicholas "Nick" Crouch	7159 Phillips Hwy, Unit #5	Jacksonville	FL	32256	(904) 332-9555
Brenda Sutherland	Sara Arruda	1707 NW St. Lucie West Blvd., Suite 122	Port Saint Lucie	FL	34986	(772) 621-4504
Aaron Toutloian	Amber Schraier	1555 S. U.S. Highway 1, Suite 102	Vero Beach	FL	32960	(772) 226-9988
Jean and Bradley	Freet	6400 Park Blvd.	Pinellas	FL	33781	(727) 803-6942

FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
Sandra and Jim	Welzer	6339 North Andrews Avenue	Fort Lauderdale	FL	33309	(954) 958-0440
Mark	Steele	1230 Beach Blvd.	Jacksonville Beach	FL	32250	(904) 242-4940
Ahmed Eldeeb	Elsayed Elzanfali	8155 Red Bug Lake Rd Suite 109	Oviedo	FL	32765	(407) 971-9494
Cesar Batista	Karina Batista Caballero	1700 West New Haven Avenue (Melbourne Square Mall Food Court)	Melbourne	FL	32904	(321) 768-9731
Thomas and Lana	Hudson	570 Ninth Street North	Naples	FL	34102	(239) 793-5700
Cornel and Delrose	Marriott	1025 Gateway Blvd. #305	Boynton Beach	FL	33426	(561) 733-0059
Glen Johnson	Nicholas "Nick" Crouch	8221 Southside Blvd.	Jacksonville	FL	32256	(904) 646-9727
Joyce Braider	Nicholas Mellini	5234 Highway 100 E. Suite #107	Palm Coast	FL	32164	(386) 586-0085
Ryan	Morrison	10720 Park Blvd.	Seminole	FL	33772	(727) 392-5400
Alfredo	Manzano	63 West Washington Street	Orlando	FL	32801	(407) 839-0830
Raymond Jr. and Andrew	Howell	10011 Estero Town Commons Pl. Unit 104A	Estero	FL	33928	(239) 992-2008
Daniel and Matthew Beaulieu	Joseph Hudson	13585 Tamiami Trail North Unit #19	Naples	FL	34110	(239) 591-2241
Amitbhai "Amit"	Patel	112 Seagrove Main St., Suite 114	Saint Augustine	FL	32080	(904) 461-9090
Cesar Batista	Karina Batista Caballero	602 Barnes Boulevard	Rockledge	FL	32955	(321) 305-4910
Yolanda	Montoya	2677 W. Osceola Pkwy.	Kissimmee	FL	34741	(407) 201-3982
Phong Thai	Ho	5072 Annunciation Circle, Suite 101	Ave Maria	FL	34142	(239) 867-4492
Joe and Juliette	Mormino	1001 West Bay Drive, Unit 102	Largo	FL	33770	(727) 216-3329
Glen Johnson	Nicholas "Nick" Crouch	9610 Applecross Road, Suite 110	Jacksonville	FL	32222	(904) 777-8216
Dhairya and Lokita	Chaudhari	11260 Panama City Beach Pkwy, Unit 101	Panama City Beach	FL	32407	(850) 588-8470
Bradley	Freet	150 Fountain Pkwy N., Suite B	Saint Petersburg	FL	33716	(727) 573-1425
Ryan	Morrison	2695 Roosevelt Blvd.	Clearwater	FL	33760	(727) 536-1800
Emily	Harrington	200 N. Tampa Street, Suite G-120	Tampa	FL	33602	(813) 225-1550

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Marie and Brien	Shellen	13550 SW 120th St. #452	Miami	FL	33186	(305) 251-7570
	James Brandon	Butler	5147 Bayou Blvd., Ste. C	Pensacola	FL	32503	(850) 332-6601
	Bhargavi Alaparthi, Sridhar Allaparthi,	Uma Devi Gorrepati	3810 Neptune St., Suite B4	Tampa	FL	33629	(813) 374-2245
	Andrew and Raymond Jr.	Howell	12201 Research Pkwy #199	Orlando	FL	32826	(407) 601-4220
	Fernando and Giancarlo	Capote	11290 SW 12th St., RC 101 (FIU)	Miami	FL	33199	(305) 348-7534
	Raymond Jr.	Howell	9377 Six Mile Cypress Pkwy, Ste 100	Fort Myers	FL	33966	(239) 931-3100
	Bharat "Bobby" and Bhrugesh	Patel	6708 Memorial Hwy, Suite 103	Tampa	FL	33615	(813) 485-7100
	Sandra and Jim	Welzer	5780 S University Dr #160	Davie	FL	33328	(954) 880-0840
	Raymond Jr. and Andrew	Howell	2104 Edgewater Drive	Orlando	FL	32804	(407) 422-1112
	Ahmed and Nesreen	Eldeeb	1500 Beville Road #702	Daytona Beach	FL	32114	(386) 265-1911
	Metz Catering FL	LLC	1510 Wahnish Way	Tallahassee	FL	32307	(850) 412-7191
	Raymond Jr. and Andrew	Howell	6611 Orion Drive, #101	Fort Myers	FL	33912	(239) 561-6220
	Andrew and Raymond Jr.	Howell	3120 S. Kirkman Road, Suite 5E	Orlando	FL	32811	(407) 601-7982
	James Brandon	Butler	3802 S. Ferdon Blvd., Suite C	Crestview	FL	32536	(850) 398-6286
	Glen Johnson	Nicholas "Nick" Crouch	124 Tuscan Way Suite 101	Saint Augustine	FL	32092	(904) 342-7133
	Dhairya and Lokita	Chaudhari	5000 US HWY 17, Suite 7	Fleming Island	FL	32003	(904) 375-0959
	Cesar Batista	Karina Batista Caballero	3211 South US Highway 1	Fort Pierce	FL	34982	(772) 448-8709
*	Raymond Jr.	Howell	1751 NE Pine Island Road, Unit L3	Cape Coral	FL	33909	(239) 573-0035
*	Raymond Jr.	Howell	1791 Boyscout Drive #1	Fort Myers	FL	33907	(239) 362-0574
*	Raymond Jr.	Howell	16250 Summerlin Road	Fort Myers	FL	33908	(239) 771-8078
	Amy	Reynolds	8855 Immokalee Road #1	Naples	FL	34120	(239) 331-7445
	Glen Johnson	Nicholas "Nick" Crouch	266 Blanding Blvd Suite 2	Orange Park	FL	32073	(904) 644-7353
	Glen Johnson	Nicholas "Nick" Crouch	1782 Blanding Boulevard, Suite 11	Middleburg	FL	32068	(904) 282-8777
	Mark	Steele	4765 Hodges Blvd Suite 20	Jacksonville	FL	32224	(904) 503-2682

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	LeRoy and Mary	Smith	54 Riley Road	Celebration	FL	34747	(407) 566-8636
*	LeRoy and Mary	Smith	7920 Lake Wilson Road	Davenport	FL	33896	(863) 420-4444
*	LeRoy and Mary	Smith	TBD	Reunion	FL	TBD	(407) 227-3758
	Amber Schraier	Aaron Toutloian	3682 N. Wickham Rd. Suite E	Melbourne	FL	32935	(321) 426-7704
	Cesar Batista	Karina Batista Caballero	660 East Eau Gallie Boulevard Suite 2	Indian Harbour Beach	FL	32937	(321) 622-8706
	Glen Johnson	Nicholas "Nick" Crouch	13159 City Center Blvd	Jacksonville	FL	32218	(904) 379-6826
	James Harley	Yolanda Montoya	3222 Rolling Oaks Blvd	Kissimmee	FL	34747	(407) 507-1537
	Daniel and Matthew Beaulieu	Joseph Hudson	7335 Radio Road, Suite 2	Naples	FL	34104	(239) 354-3333
	Krunal Zalavadiya	Rajesh Harkhani	1007 1st St East	Bradenton	FL	34208	(941) 747-0505
	Brijesh	Patel	2803 US 441 Unit 200	Wellington	FL	33414	(561) 249-6135
	Glen Johnson	Nicholas "Nick" Crouch	463909 SR 200 Suite 6	Yulee	FL	32097	(904) 468-7099
	Andrew and Raymond Jr.	Howell	13111 Paul J. Doherty Parkway Suite 140	Fort Myers	FL	33913	(239) 789-1210
*	Bradley	Freet	8605 Tamiami Trail #1	Sarasota	FL	34238	(941) 220-3402
*	Bradley	Freet	17419 Tamiami Trail	North Point	FL	34287	(941) 423-9472
*	Bradley	Freet	8477 Cooper Creek Boulevard, Suite #D	University Park	FL	34201	(941) 210-4644
*	Bradley	Freet	5394 Fruitville Road	Sarasota	FL	34232	(941) 220-3402
	Albert Muzaurieta	Frank Pena	2000 NW 87th Ave., Suite #2	Doral	FL	33172	(786) 331-3960
	Daniel and Matthew Beaulieu	Joseph Hudson	4060 Pine Ridge Road	Naples	FL	34119	(239) 331-7000
	Glen Johnson	Nicholas "Nick" Crouch	2786 W US Hwy 90, Suite 101	Lake City	FL	32055	(386) 344-6978
	Glen Johnson	Nicholas "Nick" Crouch	250 Palm Coast Parkway NE Suite 203	Palm Coast	FL	32137	(386) 283-4811
*	Cesar Batista	Karina Batista Caballero	6182 West Sample Road	Coral Springs	FL	33067	(954) 775-0254
*	Cesar Batista	Karina Batista Caballero	5409 N University Drive	Lauderhill	FL	33351	(954) 530-4612

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Sandra and Jim	Welzer	1013 University Drive	Plantation	FL	33324	(954) 870-5375
	Bradley	Freet	14394 North Dale Mabry Highway	Tampa	FL	33618	(813) 252-3750
	Michele, Robert, and Brittany	Parsons	12278 Narcoossee Road Suite 102	Orlando	FL	32832	(407) 203-8721
	Ahmed	Eldeeb	1781 Dunlawton Avenue Suite 1	Port Orange	FL	31227	(386) 301-4225
*	Jean and Bradley	Freet	1840 Gulf To Bay Boulevard	Clearwater	FL	33765	(727) 474-2850
*	Bradley	Freet	TBD	Clearwater	FL	TBD	(727) 515-0018
	Cesar Batista	Karina Batista Caballero	6632 S. Federal Highway	Port Saint Lucie	FL	34952	(772) 409-4100
*	Sandra and Jim	Welzer	4975 West Atlantic Avenue	Delray Beach	FL	33445	(561) 501-6285
*	Sandra and Jim	Welzer	16024 Pines Boulevard #103	Pembrook Pines	FL	33027	(954) 237-8947
	Amitbhai "Amit"	Patel	4255 US Hwy 1 South, Suite #20	Saint Augustine	FL	32086	(904) 907-2164
	Marie and Brien	Shellen	TBD	Miami	FL	TBD	(305) 608-6156
	Dhairya and Vipulkumar	Chaudhari	4125 NW 16th Boulevard	Gainesville	FL	32605	(352) 363-6227
	Jacqueline Li	Thomas Chow	3045 Columbia Blvd.	Titusville	FL	32780	(321) 567-4438
	Adam	Alfonso	4495 Furling Lane, Suite 120	Destin	FL	32541	(850) 460-8666
	Raymond Jr. and Andrew	Howell	2328 Citadel Way	Melbourne	FL	32940	(321) 241-1140
	Ibrahim and Iyad	Abufarha	501 North Orlando Avenue	Winter Park	FL	32789	(407) 637-5002
	Daniel and Matthew Beaulieu	Joseph Hudson	7723 Collier Boulevard Suite 301	Naples	FL	34113	(239) 228-6895
*	Quint and Christina	Noordstar	TBD	Tampa	FL	TBD	(727) 458-1835
*	Quint and Christina	Noordstar	TBD	Tampa	FL	TBD	(727) 458-1835
	Ralph	Judy	1500 Apalachee Parkway Suite 1255	Tallahassee	FL	32301	(850) 402-9675
	Glen Johnson	Nicholas "Nick" Crouch	5895 Roosevelt	Jacksonville	FL	32244	(904) 379-4480
	Raymond "Ray" Sussek	Richard "Rick" Pettingill	3030 E. Semoran Blvd	Apopka	FL	32703	(407) 755-1112
	Raymond Jr. and Andrew	Howell	2139 Santa Barbara Blvd S	Cape Coral	FL	33991	(239) 800-5362
	Jean and Bradley	Freet	12359 SR54	Odessa	FL	33556	(727) 476-7435
	Bradley	Freet	5006 East Fowler Avenue Suite E	Tampa	FL	33617	(813) 252-3427
	James "Jim" and Joretta	Spafford	15673 Southern Blvd. #B 103-104	Loxahatchee	FL	33470	(561) 657-8480

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Anna, Esteban and Jacqueline	Perez	8600 Vineland Avenue, Suite 103	Orlando	FL	32821	(321) 395-4106
	Marianna and Andrea	Tenorio	6645 W. Boynton Beach Boulevard	Boynton Beach	FL	33437	(561) 336-3031
	Glen Johnson	Nicholas "Nick" Crouch	13280 Old St. Augustine Road	Jacksonville	FL	32258	(904) 337-1648
*	Daniel and Matthew Beaulieu	Joseph Hudson	24065 Peachland Boulevard, Suite 1	Port Charlotte	FL	33954	(941) 421-7215
*	Daniel and Matthew Beaulieu	Joseph Hudson	5702 SR-64 E	Bradenton	FL	34208	(941) 201-6836
*	Daniel and Matthew Beaulieu	Joseph Hudson	TBD	TBD	FL	TBD	(619) 200-1060
	Peter and Shirley	St. Germain	1093 N Collier Boulevard, Unit 103	Marco Island	FL	34145	(239) 970-8866
	Issa	Abuaita	40912 US HWY 19 N	Tarpon Springs	FL	34689	(727) 934-0001
*	Glen Johnson	Nicholas "Nick" Crouch	45 Durbin Pavilion Drive, Suite 108	Saint John's	FL	32259	(904) 217-3784
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Jacksonville	FL	TBD	(573) 489-9890
	Glen Johnson	Nicholas "Nick" Crouch	10618 Deerwood Park Blvd. Ste. 8	Jacksonville	FL	32256	(904) 506-0699
	Tyrone	Blockton	811 E Bloomingdale Avenue	Brandon	FL	33511	(813) 324-7429
	Aaron Toutloian	Amber Schraier	5135 20th Street, Suite 103	Vero Beach	FL	32966	(772) 226-5153
	Raymond "Ray" Sussek	Richard "Rick" Pettingill	3715 S. Orlando Drive, Suite 400	Sanford	FL	32773	(407) 732-6000
	Bradley	Freet	23673 State Road 54	Lutz	FL	33559	(813) 575-9736
	Bradley	Freet	7898 Gall Blvd	Zephyrhills	FL	33541	(813) 438-5446
	Ahmed Eldeeb	Elsayed Elzanfali	45 West Mitchell Hammock Road, Suite 1351	Oviedo	FL	32765	(407) 542-3078
	Dhairya and Vipulkumar	Chaudhari	2651 NW 13th Street, Suite 20	Gainesville	FL	32609	(352) 451-4589
	Ryan	Morrison	TBD	St. Pete/Tampa	FL	TBD	(727) 599-7477
	Dhairya and Vipulkumar	Chaudhari	13382 Cortez Blvd	Brooksville	FL	34613	(352) 600-9349
*	Raymond	Howell Jr.	11841 Palm Beach Boulevard	Ft. Myers	FL	33905	(239) 237-2513
*	Raymond	Howell Jr.	TBD	Lee County	FL	TBD	(804) 815-6718
	Bradley	Freet	1695 US 41 Bypass South	Venice	FL	34293	(941) 837-2073

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Roy and Debra	Crombie	6970 N State Rd 7, Suite 103	Coconut Creek	FL	33703	(954) 482-0866
	Jack	Cleghorn	5721 Cypress Gardens Boulevard	Winter Haven	FL	33884	(863) 324-1919
*	Glen Johnson	Nicholas "Nick" Crouch	2505 SW College Road, Suite 101	Ocala	FL	34471	(352) 282-0929
*	Glen Johnson	Nicholas "Nick" Crouch	5311 Sundance Trail	Wildwood	FL	34785	(239) 420-0440
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Jacksonville	FL	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	4058 Wedgewood Lane	The Villages	FL	32162	(352) 218-8844
*	Glen Johnson	Nicholas "Nick" Crouch	2405 South Woodland Boulevard	Deland	FL	32720	(386) 490-9096
*	Glen Johnson	Nicholas "Nick" Crouch	13721 US-441	Lady Lake	FL	32159	(352) 765-9550
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Orlando	FL	TBD	(573) 489-9890
*	Glen Johnson	Nicholas "Nick" Crouch	2375 State Road 16	St. Augustine	FL	32084	(904) 736-5776
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Orlando	FL	TBD	(573) 489-9890
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Orlando	FL	TBD	(501) 442-0089
	Mohammad Almukahal	Tawfiq Mukahall	13935 Landstar Boulevard, Suite 130	Orlando	FL	32824	(407) 483-4686
*	Robert and Matthew	Tanner	1252 W Hillsboro Blvd.	Deerfield Beach	FL	33442	(954) 573-7401
*	Robert and Matthew	Tanner	TBD	Deerfield Beach	FL	TBD	(717) 891-5168
*	Robert and Matthew	Tanner	119 West Palmetto Park Road	Boca Raton	FL	33432	(561) 990-7175
	Monika Modgal, Rishi Chaturvedi	Nirav Donga	2911 N Dale Mabry Highway	Tampa	FL	33607	(786) 214-1888
	Nancy and David	Chapman	512 E Woolbright Road	Boynton Beach	FL	33435	(561) 877-8495
	Steven	Rolle	TBD	Riverview	FL	TBD	(813) 230-2274
	Alfredo and Altelio Moragne	Cedric Mitchell	8019 Citrus Park Drive	Tampa	FL	33625	(813) 336-4863

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Ahmed and Ahmed M.	Eldeeb	1474 W. Granada Boulevard, Suite 490	Ormond Beach	FL	32174	(386) 256-3232
	Kelven and Gayla Davis	Jerrell Lowery	3232 State Road 44	Mt. Dora	FL	32757	(352) 729-6292
	Jeff Emery	Carmine Trovato	1615 FL-50 Suite 300	Clermont	FL	34711	(352) 404-6540
	Temeka and George	Stewart	3726 Sun City Center Blvd #103	Sun City	FL	33573	(813) 642-0623
	Bradley and Jean	Freet	12858 W Hillsborough Avenue	Tampa	FL	33635	(813) 336-4150
*	Akash and Akshay	Patel	TBD	Tampa	FL	TBD	(708) 265-1077
*	Akash and Akshay	Patel	TBD	Tampa	FL	TBD	(773) 934-7322
	Craig	Dixon	1609 E. Sunrise Boulevard	Fort Lauderdale	FL	33304	(954) 541-5983
	Bhrijesh	Patel	5970 Jog Road, Suite D	Lake Worth	FL	33467	(561) 429-3327
	Jasmin and Patrick Jr.	Foster	1957 Aloma Avenue	Winter Park	FL	32792	(407) 335-4821
	Bradley	Freet	3108 N. Boundary Blvd	Tampa	FL	33621	(813) 374-4952
	Louis	Murphy	4621 34th Street South	St. Petersburg	FL	33711	(727) 735-0252
	Stephen	Caraccio	10229 Okeechobee Boulevard	Royal Palm Beach	FL	33411	(561) 792-2886
	Stephen	Caraccio	3081 South Dixie Highway	West Palm Beach	FL	33405	(561) 247-7473
	Stephen	Caraccio	TBD	Lake Worth	FL	TBD	(561) 267-5880
	Bradley	Freet	1101 34th Street North Suite A	St. Petersburg	FL	33713	(727) 623-9915
	Sandra and Jim	Welzer	1700 North East 23rd Street	Pompano Beach	FL	33062	(954) 933-3928
	Genese and Dannie	Augustin	2510 W Broward Blvd, Suite 102	Fort Lauderdale	FL	33312	(954) 530-0624
	Josiane Noguiera	Mara Elena Mellado Lagarde	1165 West 49th Street	Hialeah	FL	33012	(786) 536-2682
	Faustino	Lopez	18050 Northwest 57th Avenue	Hialeah	FL	33015	(786) 536-7453
*	Matthew and Daniel Beaulieu	Joseph Hudson	13232 SR64 E	Bradenton	FL	34212	(941) 896-5907
*	Matthew and Daniel Beaulieu	Joseph Hudson	TBD	Bradenton	FL	TBD	(951) 295-6989
*	Matthew and Daniel Beaulieu	Joseph Hudson	TBD	Ft. Myers-Naples	FL	TBD	(619) 200-1060
*	Matthew and Daniel Beaulieu	Joseph Hudson	TBD	Ft. Myers-Naples	FL	TBD	(951) 295-6989
	Dhairya	Chaudhari	TBD	New Port Richey	FL	TBD	(352) 246-9545
*	Sandra and Jim	Welzer	TBD	Miami	FL	TBD	(305) 766-0207

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Sandra and Jim	Welzer	TBD	Miami	FL	TBD	(305) 766-0207
	Ronald Liebman	LaShonne McBayne	19401 NW 27th Avenue Suite 401	Miami Gardens	FL	33056	(305) 627-3747
	Issa	Abuaita	TBD	Palm Harbor	FL	TBD	(305) 342-5150
	Bradley	Freet	TBD	Venice	FL	TBD	(727) 515-0018
	Sandra and Jim	Welzer	TBD	Miami-Ft. Lauderdale	FL	TBD	(954) 805-5073
	Genese and Dannie	Augustin	TBD	Weston/Pembroke Pines	FL	TBD	(850) 321-0591
	Bradley and Jean	Freet	TBD	Tampa	FL	TBD	(901) 288-9636
	Bradley and Jean	Freet	TBD	Tampa	FL	TBD	(727) 515-0018
	Tyrone	Blockton	4016 Highview Road	Seffner	FL	33584	(813) 436-0252
	Yusmary	Piotrowski	4344 Plesant Hill Road	Kissimmee	FL	34746	(407) 201-5033
	Nancy and David	Chapman	6901 Okeechobee Boulevard Sutie E2	West Palm Beach	FL	33411	(561) 517-8416
	Rajesh	Jariwala	TBD	Plant City	FL	TBD	(540) 797-5732
	Jennifer	Sexton-Judy	TBD	Holiday	FL	TBD	(727) 645-8041
	Josiane Noguiera	Mara Elena Mellado Lagarde	TBD	Hialeah	FL	TBD	(857) 272-3465
	Debra and Roy	Crombie	17940 South Military TR	Boca Raton	FL	33496	(561) 910-1613
*	Robert and Matthew Tanner	Carlos Boozer and Amit Sehgal	1724 South Federal Highway	Delray Beach	FL	33483	(561) 270-2944
*	Robert and Matthew Tanner	Carlos Boozer and Amit Sehgal	TBD	W. Palm Beach	FL	TBD	(717) 542-7413
	Dhairya	Chaudhari	TBD	Archer	FL	TBD	(352) 246-9545
	Glen Johnson	Nicholas "Nick" Crouch	1290 Dunn Avenue	Jacksonville	FL	32218	(904) 373-7701
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Villages	FL	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Deland	FL	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Orange County	FL	TBD	(501) 442-0089

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	New Smyrna	FL	TBD	(501) 593-4653
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Ocala	FL	TBD	(501) 593-4653
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	New Smyrna	FL	TBD	(501) 593-4653
	Nancy and David	Chapman	TBD	West Palm Beach	FL	TBD	(561) 596-5366
	Andrew and Raymond Jr.	Howell	TBD	Winter Garden	FL	TBD	(804) 815-1095
	Andrew and Raymond Jr.	Howell	TBD	Winter Garden	FL	TBD	(804) 815-1095
*	Sandra and Jim	Welzer	TBD	Weston	FL	TBD	(305) 766-0207
*	Sandra and Jim	Welzer	TBD	Hollywood	FL	TBD	(954) 805-5073
	Genese and Dannie	Augustin	14500 Biscayne Boulevard	North Miami Beach	FL	33181	(305) 749-6676
*	Howard and Chenzira	Raphael	TBD	Hallandale Beach	FL	TBD	(917) 684-4640
*	Howard and Chenzira	Raphael	TBD	Aventura	FL	TBD	(917) 684-4640
*	Howard and Chenzira	Raphael	TBD	Miami Shores	FL	TBD	(917) 684-4640
	Patrick	Foster Jr	TBD	Orlando	FL	TBD	(727) 452-5414
*	Jeff Emery	Carmine Trovato	TBD	Ocoee	FL	TBD	(407) 607-5646
*	Jeff Emery	Carmine Trovato	TBD	Windermere	FL	TBD	(814) 242-5798
*	Andrew and Raymond Jr.	Howell	TBD	Orlando	FL	TBD	(804) 815-6718
*	Andrew and Raymond Jr.	Howell	TBD	Orlando	FL	TBD	(804) 815-6718
*	Andrew and Raymond Jr.	Howell	TBD	Orlando	FL	TBD	(804) 815-1095
*	Andrew and Raymond Jr.	Howell	TBD	Orlando	FL	TBD	(804) 815-6718
	Tyrone	Blockton	TBD	Valrico	FL	TBD	(757) 679-0223
	Zuhdi	Abduljawad	TBD	Orlando	FL	TBD	(321) 263-1261
	Jack	Cleghorn	TBD	Lakeland	FL	TBD	(863) 559-3646
	Terence	Cheatom	TBD	Haines City	FL	TBD	(863) 852-6411

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Dimarie Colon, Muhib Almkahal	Hamza Bdair	TBD	Orlando	FL	TBD	(941) 726-4553
	Atalie and Philip	West	TBD	Wekiwa Springs	FL	TBD	(407) 590-9414
*	Shahjada Iqbal	Jasmine Ara	TBD	Williamsburg	FL	TBD	(813) 731-1166
*	Shahjada Iqbal	Jasmine Ara	TBD	Millenia Mall	FL	TBD	(407) 520-9243
	Rohit	Patel	TBD	Epperson	FL	TBD	(813) 312-4724
*	Dhairya and Lokita	Chaudhari	TBD	Spring Hill	FL	TBD	(352) 246-9545
*	Dhairya and Lokita	Chaudhari	TBD	Spring Hill	FL	TBD	(352) 246-9545
	Faustino	Lopez	TBD	Miami	FL	TBD	(786) 487-1356
	Tyrone	Blockton	TBD	Apollo Beach	FL	TBD	(757) 679-0223
	Glen Johnson	Nicholas "Nick" Crouch	1525 Baytree, Suite C	Valdosta	GA	31601	(229) 247-5599
	Bhanu	Yadlapalli	909 Eagle's Landing Pkwy, Ste 140	Stockbridge	GA	30281	(678) 289-5454
	Riha, Vasim and Mohmed "Mohamed"	Momin	5555 Whittlesey Blvd. Suite 2960	Columbus	GA	31909	(706) 327-2003
	Scott	Temme	2566 Briarcliff Road Northeast Suite 106	Atlanta	GA	30329	(678) 949-9324
*	Michael "Mike"	Haines	3320 Lawrenceville-Suwanee Road Suite 1-A	Suwanee	GA	30024	(678) 765-7703
*	Michael "Mike"	Haines	869 N. Main Street Suite 204	Alpharetta	GA	30004	(678) 580-1045
*	Michael "Mike"	Haines	11160 Medlock Bridge Road #100	Johns Creek	GA	30097	(678) 395-4226
*	Michael "Mike"	Haines	5740 Steeplechase Boulevard, Suite 100	Cumming	GA	30040	(678) 341-9275
*	Michael "Mike"	Haines	TBD	North Atlanta	GA	TBD	(404) 662-7878
*	Michael "Mike"	Haines	TBD	North Atlanta	GA	TBD	(404) 662-7878
*	Michael "Mike"	Haines	TBD	North Atlanta	GA	TBD	(404) 662-7878
*	Michael "Mike"	Haines	TBD	North Atlanta	GA	TBD	(404) 662-7878
*	Michael "Mike"	Haines	TBD	North Atlanta	GA	TBD	(404) 662-7878
*	Michael "Mike"	Haines	TBD	North Atlanta	GA	TBD	(404) 662-7878
	Reginald	Foster	262 Robert C Daniel Jr Parkway	Augusta	GA	30909	(706) 922-3240
	Elizabeth and Addison	Parris	930 Spring Street NW #001	Atlanta	GA	30309	(470) 305-7678
	Nikhilkumar and Akash	Patel	120 Tom Hill Sr. Road, Suite 102	Macon	GA	31210	(478) 257-6040

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Babatunde "Teaj" and Bamidele "Eric"	Arogbofa	705 Town Blvd. #315	Atlanta	GA	30319	(470) 305-7232
	Raj	Patel	5840 Roswell Road Suite 600	Sandy Springs	GA	30328	(404) 907-4729
	Rylan	Miller	777 Townpark Lane Suite 112	Kennesaw	GA	30144	(678) 460-7711
	Rylan	Miller	2249 Cumming Highway Suite 106	Canton	GA	30115	(770) 213-4616
	Rylan	Miller	2960 Shallowford Road Suite 102	Marietta	GA	30066	(678) 540-8289
	Rylan	Miller	732 Cherokee Street 200	Marietta	GA	30060	(770) 794-5659
	Rylan	Miller	289 Ridgewalk Pkwy, Suite 100	Woodstock	GA	30188	(770) 635-8590
	Manan Shah	Shaishav and Anandiben Patel	1845 Piedmont Avenue Suite 400	Atlanta	GA	30324	(470) 891-8300
	Glen Johnson	Nicholas "Nick" Crouch	10455 Canal Road	Brunswick	GA	31525	(912) 289-2635
	Babatunde "Teaj" and Bamidele "Eric"	Arogbofa	2502 Blackmon Drive Suite 820	Decatur	GA	30033	(404) 631-6711
	Michael "Mike"	Haines	1630 Scenic Highway North Suite F	Snellville	GA	30078	(678) 395-7400
	Michael "Mike"	Haines	3687 Buford Drive Suite 200	Buford	GA	30519	(678) 714-2424
	Michael "Mike"	Haines	860 Duluth Highway, Suite 310	Lawrenceville	GA	30043	(770) 237-3424
	Rylan	Miller	50 Main Street Marketplace Suite 400	Cartersville	GA	30121	(678) 719-8804
	Glen Johnson	Nicholas "Nick" Crouch	1607 GA Highway 40 E. Ste. A	Kingsland	GA	31548	(912) 576-0489
	Rylan	Miller	625 W Crossville Road	Roswell	GA	30075	(470) 282-6525
	Anandiben Patel	Manan Shah	2275 Marietta Blvd. NW, Suite 100	Atlanta	GA	30318	(404) 390-3865
	Reginald, Zenna, and Sierra	Foster	615 Mullins Colony Drive	Evans	GA	30809	(706) 364-3413
	Akash and Nikhilkumar "Nikhil"	Patel	2764 Watson Boulevard, Suite 500	Centerville	GA	31028	(478) 333-2223
	Nancy Patel	Krishnendu Chandra	1451 Turner McCall Blvd.	Rome	GA	30161	(706) 584-7475
*	Michael	Haines	TBD	Gainesville	GA	TBD	(404) 662-7878
*	Michael	Haines	TBD	Gainesville	GA	TBD	(404) 662-7878
	Riha and Mohmed "Mohamed"	Momin	504 Circle Gate, Suite 1725	Peachtree City	GA	30269	(404) 578-5406

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Glen Johnson	Nicholas "Nick" Crouch	240 Tanger Outlets Blvd., Ste 101	Pooler	GA	31322	(912) 450-3777
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Savannah	GA	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	1932 East Montgomery Cross Road, Suite 103	Savannah	GA	31406	(912) 357-5577
*	Glen Johnson	Nicholas "Nick" Crouch	11710 Abercorn Street	Savannah	GA	31419	(912) 205-5560
	Veronica Min	Joon Dong Kim	2133 Highway 20 Suite 220	Conyers	GA	30013	(862) 579-8410
	Reginald, Zenna, and Sierra	Foster	201 3rd Street Building 38200	Fort Gordon	GA	30905	(404) 667-4193
	Minaxi and Ankit	Patel	TBD	Warner Robins	GA	TBD	(478) 952-4864
*	Minaxi and Ankit	Patel	TBD	TBD	GA	TBD	(478) 960-7570
*	Minaxi and Ankit	Patel	TBD	TBD	GA	TBD	(478) 952-4864
*	Minaxi and Ankit	Patel	TBD	TBD	GA	TBD	(478) 952-4864
*	Minaxi and Ankit	Patel	TBD	TBD	GA	TBD	(478) 952-4864
	Rylan	Miller	1135 Highway 85 N, Suite C	Fayetteville	GA	30214	(678) 833-5288
	Elena and Donald	Reese	TBD	Augusta	GA	TBD	(803) 646-3489
	Glen Johnson	Nicholas "Nick" Crouch	169 West Hendry Street	Hinesville	GA	31313	(912) 434-7116
	Reginald	Foster	5003 Steiner Way, Suite 1	Grovetown	GA	30813	(706) 250-3272
	Riha and Mohmed "Mohamed"	Momin	1435 S Highway 27, Suite 300	Carrollton	GA	30117	(678) 664-2333
	Matthew Wyrick	Justin Franklin	1860 N. Columbia Street	Milledgeville	GA	31061	(478) 295-3290
*	Akash and Akshay	Patel	794 GA Highway 96 Suite 108	Bonaire	GA	31005	(478) 313-5520
	Akash and Nikhilkumar "Nikhil"	Patel	5791 Zebulon Road, Suite C	Macon	GA	31210	(478) 259-1500
	Reginald, Zenna, and Sierra	Foster	7280 Ingersoll Street	Fort Benning	GA	31905	(706) 505-1118
	Rylan	Miller	2937 Cobb Parkway SE Suite 102	Atlanta	GA	30339	(770) 693-1896
	Nancy Hemingway	Patricia Meridian	1730 Highway 37 East	Moultrie	GA	31788	(229) 668-0375
	Elizabeth and Addison	Parris	TBD	Flowery Branch	GA	TBD	(917) 545-9380
	Matthew Wyrick	Justin Franklin	131 Tormenta Way	Statesboro	GA	30458	(912) 259-9059

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Shanita Winslow, Lakesha Calhoun	Annette Jones and Deidre Mallett	3055 Panola Road	Lithonia	GA	30038	(470) 545-1098
*	Manishkumar	Patel	TBD	Monroe	GA	TBD	(678) 328-9310
*	Manishkumar	Patel	TBD	Bethlehem	GA	TBD	(678) 328-9310
	Coylitia and De'Reek	Banks	4919 Flat Shoals Parkway Suite 212	Decatur	GA	30034	(678) 691-2636
*	Rylan	Miller	TBD	Cobb, Cherokee Counties	GA	TBD	(224) 730-1839
*	Rylan	Miller	TBD	Cobb and Cherokee Counties	GA	TBD	(224) 730-1839
*	Rylan	Miller	TBD	Cobb and Cherokee Counties	GA	TBD	(224) 730-1839
*	Rylan	Miller	TBD	Cobb and Cherokee Counties	GA	TBD	(224) 730-1839
*	Rylan	Miller	TBD	Cobb and Cherokee counties	GA	TBD	(224) 730-1839
*	Rylan	Miller	TBD	Cobb and Cherokee counties	GA	TBD	(224) 730-1839
*	Rylan	Miller	TBD	Cobb and Cherokee counties	GA	TBD	(224) 730-1839
*	Rylan	Miller	TBD	Cobb and Cherokee counties	GA	TBD	(224) 730-1839
*	Rylan	Miller	TBD	Cobb and Cherokee counties	GA	TBD	(224) 730-1839
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Albany	GA	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Dublin	GA	TBD	(501) 442-0089

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Glen Johnson	Nicholas "Nick" Crouch	3285 Inner Perimeter Road	Valdosta	GA	31602	(229) 340-5556
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Perry	GA	TBD	(501) 593-4653
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Thomasville	GA	TBD	(573) 489-9890
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Tifton	GA	TBD	(501) 593-4653
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Valdosta	GA	TBD	(573) 489-9890
	Suhair	Shabazz	TBD	Tucker	GA	TBD	(470) 343-4044
	Cary Jefferson	Williams	TBD	Dawsonville	GA	TBD	(770) 906-7225
	Karen Wallis-Neumaier	Paul Neumaier	TBD	Ft. Oglethorpe	GA	TBD	(248) 961-0080
	Armi Tisha Grace Aguilar and Paul	Rhodes	6901 Ray Wright Way, Suite G	Columbus	GA	31906	(762) 583-1267
*	Ketan	Patel	TBD	Atlanta	GA	TBD	(404) 660-9917
*	Ketan	Patel	TBD	Atlanta	GA	TBD	(404) 660-9917
*	Ketan	Patel	TBD	Atlanta	GA	TBD	(404) 660-9917
*	Ketan	Patel	TBD	Atlanta	GA	TBD	(404) 660-9917
*	Steven	Turner	TBD	Atlanta	GA	TBD	(404) 823-4403
*	Steven	Turner	TBD	Atlanta	GA	TBD	(404) 823-4403
*	Steven	Turner	TBD	Atlanta	GA	TBD	(404) 823-4403
	Paradies Lagardere	at ATL T-North	Concourse T North of the Hartsfield Jackson Atlanta International Airport, 6000 N Terminal Parkway Suite 4000, Atlanta, Georgia 30320	Atlanta	GA	30320	(404) 344-7905
*	Bharatkumar	Patel	TBD	Locust Grove	GA	TBD	(706) 244-1506
*	Bharatkumar	Patel	TBD	McDonough	GA	TBD	(706) 244-1506
*	Meghal and Karan	Patel	TBD	Loganville	GA	TBD	(864) 205-5542
*	Meghal and Karan	Patel	TBD	Lawrenceville	GA	TBD	(864) 205-5542
*	Meghal and Karan	Patel	TBD	Grayson	GA	TBD	(864) 205-5542
	Lori	Magras	TBD	McDonough	GA	TBD	(770) 722-9046

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Cornelia and Terry	Floyd	TBD	Atlanta	GA	TBD	(419) 494-3239
	Jerri and Elliot	Temple	TBD	Alpharetta	GA	TBD	(404) 964-4629
	Cori and David	O'Brien	2813 1/2 Fifth Avenue South	Fort Dodge	IA	50501	(515) 573-1199
	Annette and Rick	Sandquist	1620 North Ankeny Blvd Suite 110	Ankeny	IA	50021	(515) 965-7889
	Rick	Sandquist	517 Lincoln Way Suite 101	Ames	IA	50010	(515) 233-5460
	Ricky and Rick Sandquist	Andrew Hanse and Kaleb Chingren	160 Jordan Creek Parkway Suite 120	West Des Moines	IA	50266	(515) 222-2609
	Rick and Ricky Sandquist	Andrew Hanse and Kaleb Chingren	5300 NW 86th Street, Suite 300	Johnston	IA	50131	(515) 410-1312
	Troy	Greenwood	1039 Peoples Square	Waterloo	IA	50702	(319) 252-4448
	Richie Logsdon	Nathan Hein	2215 Edgewood Road SW, Suite B	Cedar Rapids	IA	52404	(319) 320-6509
	Rick and Ricky Sandquist	Andrew Hanse and Kaleb Chingren	426 East Hickman Road	Waukee	IA	50263	(515) 452-8089
	Richie Logsdon	Nathan Hein	6147 Carlson Way	Marion	IA	52302	(319) 200-8041
*	Tyler, Cynthia, Paige and Kyle	Howard	TBD	Iowa City	IA	TBD	(563) 320-0212
*	Tyler, Cynthia, Paige and Kyle	Howard	TBD	Bettendorf	IA	TBD	(563) 940-3100
*	Richie Logsdon	Nathan Hein	TBD	Cedar Rapids	IA	TBD	(319) 573-7839
*	Richie Logsdon	Nathan Hein	TBD	Duduque	IA	TBD	(319) 573-7839
*	Michelle and Kory	Pukash	8925 West Overland Road	Boise	ID	83709	(208) 378-1177
*	Michelle and Kory	Pukash	777 West Main Street Suite 120	Boise	ID	83702	(208) 345-6138
*	Michelle and Kory	Pukash	1060 S Ancona Avenue, Suite 100	Eagle	ID	83616	(208) 286-1411
*	Michelle and Kory	Pukash	1115 S. Broadway Avenue	Boise	ID	83706	(208) 908-6853
	Michelle and Kory	Pukash	1355 Caldwell Blvd., Suite 103	Nampa	ID	83651	(208) 314-9580
	Kelly	Plummer	113 South 2nd West	Rexburg	ID	83440	(208) 281-3800
	Kelly	Plummer	TBD	Idaho Falls	ID	TBD	(805) 550-9744
*	Blake and Bryce	Mortenson	TBD	Twin Falls	ID	TBD	(435) 764-9282
*	Blake and Bryce	Mortenson	TBD	Chubbuck	ID	TBD	(435) 512-6762
	Philip	Knippen	1872 E. Lincoln Hwy.	New Lenox	IL	60451	(815) 717-8095
	Kevin Bartlett	Patrick Bode	737 S. Halsted Street	Chicago	IL	60607	(312) 996-8170
	Bhavesh	Patel	12162 S IL Route 47	Huntley	IL	60142	(847) 669-3803

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Phillip and Theresa	Knippen	16105 Farrell Road	Lockport	IL	60441	(815) 524-4647
	Phillip and Theresa	Knippen	7101 W 183rd Street Unit 102	Tinley Park	IL	60477	(708) 468-8456
	Steven, Patti and Shawn	Bunch	3418 Broadway Street	Quincy	IL	62301	(217) 209-0520
*	Hani Halloun	Edward Joubran	115 Rand Rd. Suite B	Arlington Heights	IL	60004	(224) 248-8955
*	Hani Halloun	Edward Joubran	918 N. Elmurst	Mount Prospect	IL	60056	(224) 248-8984
*	Hani Halloun	Edward Joubran	1456 Golf Road	Rolling Meadows	IL	60008	(847) 262-5147
*	Hani Halloun	Edward Joubran	TBD	Chicago	IL	TBD	(310) 801-5060
*	Hani Halloun	Edward Joubran	TBD	Chicago	IL	TBD	(310) 801-5060
	Bhavesh	Patel	2759 Pfingsten Road	Glenview	IL	60026	(224) 723-5758
*	Marlon Sullivan	Cesar Coronado Jr.	6448 N Sheridan Road	Chicago	IL	60626	(773) 961-8591
*	Marlon Sullivan	Cesar Coronado Jr.	4874 North Lincoln Avenue	Chicago	IL	60625	(773) 681-0394
*	Marlon Sullivan	Cesar Coronado Jr.	3451 West Devon Avenue	Chicago	IL	60659	(630) 988-1564
*	Marlon Sullivan	Cesar Coronado Jr.	TBD	Chicago	IL	TBD	(929) 321-4971
*	Cesar Coronado Jr.	Marlon Sullivan	3631 North Western Avenue	Chicago	IL	60618	(630) 638-4825
*	Cesar Coronado Jr.	Marlon Sullivan	654 West Diversey Parkway	Chicago	IL	60614	(773) 571-5795
*	Marlon Sullivan	Cesar Coronado Jr.	4711 West Foster Avenue	Chicago	IL	60630	(708) 514-9693
*	Daniel Beaulieu, Chaim Margolin	Gina Delmonico-Williams	5006 Northeast Highway, Unit D	Crystal Lake	IL	60014	(815) 893-0798
*	Daniel Beaulieu, Chaim Margolin	Gina Delmonico-Williams	290 Randall Road	Lake in the Hills	IL	60156	(224) 256-2279
*	Daniel Beaulieu, Chaim Margolin	Gina Delmonico-Williams	TBD	Chicago	IL	TBD	(502) 345-1200
*	Daniel Beaulieu, Chaim Margolin	Gina Delmonico-Williams	927 South Rand Road	Chicago	IL	60047	(224) 662-4981
*	Daniel Beaulieu, Chaim Margolin	Gina Delmonico-Williams	TBD	Chicago	IL	TBD	(502) 345-1200
*	Hani Halloun	Edward Joubran	1105 Ogden Avenue	Downers Grove	Il	60515	(331) 777-5062
*	Hani Halloun	Edward Joubran	230 W. North Ave., Unit 1	Melrose Park	IL	60160	(224) 200-5135
*	Hani Halloun	Edward Joubran	3314 Cicero Ave., Unit A	Cicero	IL	60804	(708) 298-9092
*	Hani Halloun	Edward Joubran	4440 North Harlem Avenue	Norridge	IL	60706	(708) 395-5248
*	Hani Halloun	Edward Joubran	3 Danata Square East	Wheaton	IL	60187	(810) 397-1891
*	Hani Halloun	Edward Joubran	78 East North Avenue	Villa Park	IL	60181	(630) 359-3515

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Hani Halloun	Edward Joubran	808 North Milwaukee Avenue	Buffalo Grove	IL	60015	(224) 206-7284
*	Hani Halloun	Edward Joubran	517 South Schmale Road	Carol Stream	IL	60188	(331) 218-4140
*	Hani Halloun	Edward Joubran	9404 Joliet Road, Unit B	Hodgkins	IL	60525	(708) 639-4294
*	Hani Halloun	Edward Joubran	383 Army Trail Road	Bloomingdale	IL	60108	(847) 285-1956
*	Hani Halloun	Edward Joubran	TBD	Troy	IL	TBD	(810) 397-1891
*	Hani Halloun	Edward Joubran	1801 West Jefferson Joliet	Joliet	IL	60435	(815) 714-2223
*	Hani Halloun	Edward Joubran	417 East Roosevelt Road	Lombard	IL	60148	(630) 376-6460
*	Salem Najjar	Tammy and George Trakas	992 S. Waukegan Road	Waukegan	IL	60085	(847) 672-4393
*	Salem Najjar	Tammy and George Trakas	518 Townline Road	Mundelein	IL	60060	(847) 868-0121
*	Salem Najjar	Tammy and George Trakas	190 Waukegan Road	Deerfield	IL	60015	(847) 572-8262
*	Salem Najjar	Tammy and George Trakas	955 Rockland Rd., Unit B	Lake Bluff	IL	60044	(847) 457-0434
	Bhavesh	Patel	3839 East Main Street	St. Charles	IL	60174	(630) 940-2438
	Ruth and Aisha	Miller	7784 South Cicero Avenue	Burbank	IL	60459	(708) 529-3946
	Cesar Coronado Jr.	Marlon Sullivan	1509 N Milwaukee Ave	Chicago	IL	60622	(773) 697-7615
	Ankit, Jayotsanaben, Roma, and Chahat	Patel	4025 W 95th Street	Oak Lawn	IL	60453	(708) 907-5860
*	Salem Najjar	Tammy and George Trakas	7010 Grand Avenue, Unit 1	Gurnee	IL	60031	(224) 656-5051
*	Hani Halloun	Edward Joubran	740 Janes Ave., Unit 103	Bolingbrook	IL	60440	(331) 253-2590
*	Hani Halloun	Edward Joubran	1235 West Boughton Road	Bolingbrook	IL	60440	(630) 410-8214
*	Hani Halloun	Edward Joubran	4801 Sauk Trail Suite A	Richton Park	IL	60471	(224) 200-5135
*	Hani Halloun	Edward Joubran	TBD	Chicago	IL	TBD	(310) 801-5060
*	Hani Halloun	Edward Joubran	TBD	Chicago	IL	TBD	(810) 397-1891
	Bhavesh	Patel	1190 South Randall Road, Suite 103	Elgin	IL	60123	(224) 227-6440
	Phillip	Knippen	TBD	Orland Park	IL	TBD	(708) 945-7445
	Parth	Gabhawala	1080 Commons Drive	Geneva	IL	60134	(630) 715-6102
	Camille and Marc	Bralts	1401 West Green Street	Urbana	IL	61801	(217) 552-1117
	James	Ihssen	1535 Butterfield Road, Unit 121	Aurora	IL	60502	(630) 506-6900

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Ankit, Jayotsanaben, Roma, and Chahat	Patel	3064 Plainfield Road	Joliet	IL	60435	(815) 782-4131
*	Salem Najjar	Tammy and George Trakas	375 North Milwaukee Avenue, Suite 200	Vernon Hills	IL	60661	(847) 868-0755
*	Saleh Ali and Salem Najjar	Tammy and George Trakas	955 Country Club Road	Woodstock	IL	60098	(313) 800-1290
*	Saleh Ali and Salem Najjar	Tammy and George Trakas	1998 McFarland Road	Rockford	IL	61107	(815) 904-6794
*	Salem Najjar	Tammy and George Trakas	10083 North 2nd Street	Machesney Park	IL	61115	(779) 290-6021
*	Daniel Beaulieu, Chaim Margolin	Gina Delmonico-Williams	TBD	Bartlett	IL	TBD	(312) 203-3456
*	Daniel Beaulieu, Chaim Margolin	Gina Delmonico-Williams	TBD	Dekalb	IL	TBD	(502) 345-1200
	James	Ihssen	2001 Orchard Road	Montgomery	IL	60538	(630) 506-6000
*	Hani Halloun	Edward Joubran	TBD	Chicago	IL	TBD	(310) 801-5060
*	Hani Halloun	Edward Joubran	TBD	Chicago	IL	TBD	(810) 397-1891
*	Hani Halloun	Edward Joubran	TBD	Chicago	IL	TBD	(810) 397-1891
*	Hani Halloun	Edward Joubran	TBD	Chicago	IL	TBD	(810) 397-1891
*	Hani Halloun	Edward Joubran	TBD	Chicago	IL	TBD	(810) 397-1891
*	Hani Halloun	Edward Joubran	TBD	Chicago	IL	TBD	(310) 801-5060
	Chahat and Ankit	Patel	7933 South Harlem Avenue	Burbank	IL	60459	(708) 741-7189
*	Salem Najjar, Saleh Ali	Tammy and George Trakas	TBD	McHenry	IL	TBD	(847) 274-6499
*	Salem Najjar, Saleh Ali	Tammy and George Trakas	TBD	Round Lake Beach	IL	TBD	(847) 274-6499
*	Salem Najjar, Saleh Ali	Tammy and George Trakas	TBD	Antioch	IL	TBD	(847) 922-6382
*	Salem Najjar, Saleh Ali	Tammy and George Trakas	TBD	Belvedere	IL	TBD	(847) 274-6499
*	Chahat, Ankit, Roshani, and Saurabh	Patel	312 South Veterans Parkway Suite #2	Normal	IL	61761	(309) 808-2348
*	Chahat, Ankit, Roshani, and Saurabh	Patel	TBD	Normal	IL	TBD	(315) 751-3911

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	James	Ihssen	TBD	West Chicago	IL	TBD	(630) 870-9479
*	Ankit "Andy"	Patel	TBD	Carbondale	IL	TBD	(201) 706-0560
*	Prerak A.	Patel	TBD	Alton	IL	TBD	(630) 890-2167
*	Prerak A.	Patel	TBD	Edwardsville	IL	TBD	(630) 890-2167
*	Kush	Patel	TBD	Chicago	IL	TBD	(708) 262-0703
*	Kush	Patel	TBD	Chicago	IL	TBD	(708) 262-0703
*	Prakashkumar	Patel	TBD	Archer Heights	IL	TBD	(773) 816-4142
*	Prakashkumar	Patel	TBD	Hyde Park	IL	TBD	(773) 816-4142
*	Prerak A.	Patel	TBD	O'Fallon	IL	TBD	(630) 890-2167
*	Prerak A.	Patel	TBD	Collinsville	IL	TBD	(630) 890-2167
*	Bhavesh	Patel	TBD	Yorkville	IL	TBD	(630) 624-1782
*	Bhavesh	Patel	TBD	Minooka	IL	TBD	(630) 624-1782
*	Bhavesh	Patel	TBD	Elgin	IL	TBD	(630) 624-1782
*	Marlon Sullivan	Cesar Coronado Jr.	TBD	Chicago	IL	TBD	(929) 321-4971
*	Marlon Sullivan	Cesar Coronado Jr.	TBD	Chicago	IL	TBD	(404) 403-4419
*	Marlon Sullivan	Cesar Coronado Jr.	TBD	Chicago	IL	TBD	(929) 321-4971
*	Marlon Sullivan	Cesar Coronado Jr.	TBD	Chicago	IL	TBD	(404) 403-4419
*	Marlon Sullivan	Cesar Coronado Jr.	TBD	Chicago	IL	TBD	(404) 403-4419
*	Marlon Sullivan	Cesar Coronado Jr.	TBD	Chicago	IL	TBD	(404) 403-4419
*	Marlon Sullivan	Cesar Coronado Jr.	TBD	Chicago	IL	TBD	(929) 321-4971
	Hiteshkumar Chaudhary	Roshani Patel	TBD	Evanston	IL	TBD	(872) 888-5286
	David and Kimberly	Knapp	3135 25th St.	Columbus	IN	47203	(812) 375-1100
	David	Knapp	2882 East 3rd Street	Bloomington	IN	47401	(812) 330-2355
	Sean and Jennifer Byrne	Mark and Liane Riney	2101 N Green River Road	Evansville	IN	47715	(720) 821-1900
	David	Knapp	TBD	Columbus	IN	TBD	(812) 350-1399
*	Ruth and David Buko	James Volpert	365 West 116th Street, Suite 120	Carmel	IN	46032	(463) 206-2136
*	Ruth and David Buko	James Volpert	661 E. SR 32	Westfield	IN	46074	(317) 804-2157
*	Ruth and David Buko	James Volpert	11545 Ikea Way, Suite 620	Fishers	IN	46037	(317) 288-0585
*	Ruth and David Buko	James Volpert	11100 N Michigan Road Suite 100	Zionsville	IN	46077	(317) 344-2337
*	Ruth and David Buko	James Volpert	6075 Perry Worth Road	Whitestown	IN	46075	(317) 768-2833
*	Ruth and David Buko	James Volpert	11170 East 146th Street Suite 104	Noblesville	IN	46060	(317) 385-1777

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Ruth and David Buko	James Volpert	TBD	Hamilton/Boone Counties	IN	TBD	(989) 284-0426
*	Ruth and David Buko	James Volpert	TBD	Hamilton/Boone Counties	IN	TBD	(989) 284-0426
	James	Mcclanaghan	TBD	Fort Wayne	IN	TBD	(586) 634-6485
	Andrea and Michael Baker	Suzanne and Brian Joseph	10720 US Hwy 36	Avon	IN	46123	(317) 941-7331
	Robert and Teresa Loos-	Tedrow	3400 South US HWY 41	Terre Haute	IN	47802	(313) 474-4001
*	Andrea and Michael Baker	Suzanne and Brian Joseph	1250 E. Stop 11	Indianapolis	IN	46227	(317) 300-1439
*	Andrea and Michael Baker	Suzanne and Brian Joseph	TBD	Indianapolis	IN	TBD	(317) 371-7763
*	Andrea and Michael Baker	Suzanne and Brian Joseph	TBD	Indianapolis	IN	TBD	(317) 627-8598
*	Andrea and Michael Baker	Suzanne and Brian Joseph	TBD	Indianapolis	IN	TBD	(317) 445-4886
*	Andrea and Michael Baker	Suzanne and Brian Joseph	TBD	Indianapolis	IN	TBD	(317) 445-4886
*	Andrea and Michael Baker	Suzanne and Brian Joseph	TBD	Indianapolis	IN	TBD	(317) 371-7763
	Charles and Christopher	Cabana	TBD	South Bend	IN	TBD	(734) 664-4122
	Charles and Christopher	Cabana	TBD	x	IN	TBD	(734) 355-3061
	Heather Mesalam	Linda Carroll	TBD	Indianapolis	IN	TBD	(317) 213-6725
*	Cameron, Ashley, and Edward	McKay	1586 Veterans Parkway	Jeffersonville	IN	47130	(812) 920-0030
	Brijeshkumar Patel	Sagar Desai	TBD	Jasper	IN	TBD	(856) 236-6256
*	Trevor and Stephanie	Stange	TBD	Fort Wayne	IN	TBD	(586) 764-6671
*	Trevor and Stephanie	Stange	TBD	Fort Wayne	IN	TBD	(517) 599-1877
*	Trevor and Stephanie	Stange	TBD	Fort Wayne	IN	TBD	(586) 764-6671
	Trevor and Stephanie	Stange	TBD	TBD	IN	TBD	(586) 764-6671
	Trevor and Stephanie	Stange	TBD	TBD	IN	TBD	(517) 599-1877
	Trevor and Stephanie	Stange	TBD	TBD	IN	TBD	(517) 599-1877
	Hani Halloun	Edward Joubran	TBD	TBD	IN	TBD	(310) 801-5060

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Hani Halloun	Edward Joubran	TBD	La Porte	IN	TBD	(310) 801-5060
	Hani Halloun	Edward Joubran	TBD	La Porte	IN	TBD	(310) 801-5060
	Hani Halloun	Edward Joubran	TBD	La Porte	IN	TBD	(310) 801-5060
	Hani Halloun	Edward Joubran	TBD	La Porte	IN	TBD	(810) 397-1891
	Hani Halloun	Edward Joubran	TBD	La Porte	IN	TBD	(810) 397-1891
	Hani Halloun	Edward Joubran	TBD	La Porte	IN	TBD	(310) 801-5060
*	Sean and Jennifer Byrne, Mark and Liane Riney,	Angela and Michael Curry	TBD	Evansville	IN	TBD	(270) 927-9567
*	Nayan	Patel	534 West 10th Street	Indianapolis	IN	46202	(317) 974-9409
*	Nayan	Patel	TBD	Indainapolis	IN	TBD	(317) 414-8323
	Vaishnavi Khatri	Ronak Pate1	TBD	Aurora	IN	TBD	(513) 501-6983
*	Amy and Michael	Pohlod	TBD	South Bend	IN	TBD	(248) 219-5042
*	Amy and Michael	Pohlod	TBD	South Bend	IN	TBD	(248) 227-7471
*	Amy and Michael	Pohlod	TBD	South Bend	IN	TBD	(248) 219-5042
*	Amy and Michael	Pohlod	TBD	Elkert	IN	TBD	(248) 227-7471
*	Amy and Michael	Pohlod	TBD	Elkert	IN	TBD	(248) 219-5042
	Melissa and Scott	Andersen	12850 W. 87th Street	Lenexa	KS	66215	(913) 967-5998
*	Rakesh, Nirav, and Rohit	Patel	15933 Antioch Road	Overland Park	KS	66223	(913) 777-4434
*	Rakesh, Nirav, and Rohit	Patel	7592 W. 119th	Overland Park	KS	66213	(913) 303-1181
	Alkeshkumar	Patel	14883 W. 151st Street	Olathe	KS	66062	(913) 390-0040
	Rakesh, Nirav, and Rohit	Patel	2624 Iowa Street Suite E	Lawrence	KS	66046	(785) 856-6014
	Robert and Lori Good	Bethany and Nick Halstead	101 W 29th St Suite C	Pittsburg	KS	66762	(620) 404-4506
*	Melissa and Scott	Andersen	9524 Antioch Road	Overland Park	KS	66212	(913) 213-5740
*	Melissa and Scott	Andersen	9424 Mission Road	Prairie Village	KS	66206	(913) 808-5261
	Neelam and Hetal	Dave	193 North Parker Street	Olathe	KS	66061	(913) 839-1265
*	Aaron and Jennifer Courtney	Danny Park	2768 North Maize Road	Wichita	KS	67205	(316) 201-1015
*	Aaron and Jennifer Courtney	Danny Park	9730 East 21st Street North Suite 105	Wichita	KS	67206	(316) 358-7786
	Delong	Tong	22233 West 66th Street	Shawnee	KS	66226	(913) 745-4123
*	Rohit	Patel	475 McCall Road	Manhattan	KS	66502	(785) 268-8656

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Rohit	Patel	TBD	Topeka	KS	TBD	(405) 210-2195
*	Rohit	Patel	TBD	Kansas City	KS	TBD	(405) 210-2195
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Mission	KS	TBD	(573) 489-9890
	Glen Johnson	Nicholas "Nick" Crouch	TBD	TBD	KS	TBD	(501) 593-4653
	Glen Johnson	Nicholas "Nick" Crouch	TBD	TBD	KS	TBD	(573) 489-9890
	Glen Johnson	Nicholas "Nick" Crouch	TBD	TBD	KS	TBD	(501) 593-4653
	Glen Johnson	Nicholas "Nick" Crouch	TBD	TBD	KS	TBD	(501) 442-0089
	Glen Johnson	Nicholas "Nick" Crouch	TBD	TBD	KS	TBD	(573) 489-9890
	Glen Johnson	Nicholas "Nick" Crouch	TBD	TBD	KS	TBD	(573) 489-9890
	Richard and Jeffery	Derrickson	3181 Beaumont Centre Circle Suite 112	Lexington	KY	40513	(859) 223-0032
	Ankit "Andy"	Patel	4793 Village Square Suite H	Paducah	KY	42001	(270) 557-7348
	Sean and Jennifer Byrne, Mark and Liane Riney,	Angela and Michael Curry	1971 Cave Mill Road Suite #1	Bowling Green	KY	42104	(270) 599-0022
	Sureshkumar "Suresh" and Sunil	Patel	6785 Houston Road, Suite 200	Florence	KY	41042	(859) 817-0395
	Bimal, Rakeshkumar and Anita	Patel	TBD	Somerset	KY	TBD	(810) 410-8461
	Sean and Jennifer Byrne	Mark and Liane Riney	2804 Frederica Street	Owensboro	KY	42301	(270) 713-0295
	Ashish, Neha, and Raj	Patel	385 Rose Street	Lexington	KY	40508	(478) 230-8582
	Ashish and Raj	Patel	2416 Baxter Avenue	Crescent Springs	KY	41017	(859) 360-6705
*	Sunil, Jigar and Manisha	Patel	TBD	Union	KY	TBD	(513) 349-4535
*	Sunil, Jigar and Manisha	Patel	TBD	Highland Heights	KY	TBD	(513) 349-4535
	Mahendrakumar and Bhumikaben	Patel	440 Eastern Bypass	Richmond	KY	40475	(859) 544-6016
	Ekadashi, Priyanka, Rohitkumar, and	Komalben Patel	98 Finley Drive, Suite 400	Georgetown	KY	40324	(502) 370-4607

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Brett and Brent	Lynch	4114 Summit Plaza Drive	Louisville	KY	40241	(502) 384-4386
*	Brett and Brent	Lynch	13128 Shelbyville Road	Louisville	KY	40243	(502) 290-9903
*	Brett and Brent	Lynch	7714 Bardstown Road	Louisville	KY	40291	(502) 384-5249
*	Brett and Brent	Lynch	4024 Shelbyville Road	Louisville	KY	40207	(502) 384-3732
*	Brett and Brent	Lynch	TBD	Louisville	KY	TBD	(616) 915-4278
*	Cameron, Ashley, and Edward	McKay	TBD	Louisville	KY	TBD	(502) 418-6332
	Hiren	Patel	5023 Mud Lane, Suite 150	Louisville	KY	40229	(502) 709-5420
	Hiren	Patel	1303 US Highway 127 S Suite 405	Frankfort	KY	40601	(502) 352-9418
*	Neha and Ashish	Patel	177 East Brannon Road	Nicolosville	KY	40356	(859) 368-9748
*	Neha and Ashish	Patel	1600 Bypass Road	Winchester	KY	40391	(859) 355-5602
*	Neha and Ashish	Patel	3090 Helmsdale Place, Suite 390	Lexington	KY	40509	(937) 823-1872
	Sean and Jennifer Byrne, Mark and Liane Riney,	Angela and Michael Curry	3250 Hayden Road, Suite 1	Owensboro	KY	42303	(270) 302-3103
	Hiren	Patel	TBD	Frankfort	KY	TBD	(256) 390-3090
	Angela and Michael Curry, Jennifer and Sean Byrne	Liane and Mark Riney	127 Gold Vault Road	Fort Knox	KY	40121	(502) 378-0555
*	Rakesh	Patel	TBD	LaGrange	KY	TBD	(732) 742-1689
*	Rakesh	Patel	TBD	Shelbyville	KY	TBD	(732) 742-1689
*	Sean and Jennifer Byrne, Mark and Liane Riney,	Angela and Michael Curry	TBD	Bowling Green	KY	TBD	(270) 302-3103
*	Sean and Jennifer Byrne, Mark and Liane Riney,	Angela and Michael Curry	TBD	Glasgow	KY	TBD	(270) 302-3103
	Hetal, Komalben, Rohitkumar and	Gineshkumar Patel	TBD	Lexington	KY	TBD	(513) 570-0543
	Andre Jackson	Krishan Patel	711 12th Street #150	Ashland	KY	41101	(606) 393-1138
*	Ankit "Andy"	Patel	TBD	Murray	KY	TBD	(201) 706-0560
*	Ankit "Andy"	Patel	TBD	Murray	KY	TBD	(201) 706-0560
*	Ankit "Andy"	Patel	TBD	Murray	KY	TBD	(201) 706-0560
	Armi Tisha Grace Aguilar and Paul	Rhodes	7121 C Avenue	Fort Campbell	KY	42223	(270) 605-1170

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Nirav, Arjuben, Nikita and	Hiteshkumar Patel	TBD	Louisville	KY	TBD	(216) 971-3432
*	Nirav, Arjuben, Nikita and	Hiteshkumar Patel	TBD	Louisville	KY	TBD	(216) 971-3432
*	Nirav, Arjuben, Nikita and	Hiteshkumar Patel	TBD	Elizabethtown	KY	TBD	(216) 570-5911
	Ashish and Neha	Patel	TBD	Lexington	KY	TBD	(937) 823-1872
	Ramilaben and Sureshkumar Patel	Ankit Patel	1709 Monmouth Street	Newport	KY	41071	(859) 814-8081
	Nimisha and Bhumikaben	Patel	TBD	Lexington	KY	TBD	(352) 233-8777
	Cavelle Mollineaux	Chandra Capers	TBD	Campbellsville	KY	TBD	(757) 589-7007
	Urmilaben and Nirajkumar	Patel	TBD	London	KY	TBD	(570) 556-6112
	Claire Foret	BJ Crist	458 Heymann Blvd. Suite B	Lafayette	LA	70503	(337) 456-3933
	Gustavo Rezende	BJ Crist	1512 Ambassador Cafferey Pkwy #7	Lafayette	LA	70506	(337) 412-6090
	Gustavo Rezende	BJ Crist	3730 NW Evangeline Throughway, Suite A	Carencro	LA	70520	(337) 565-2660
*	Douglas Fair	Christian Short	70360 Hwy 21, Suite 1	Covington	LA	70433	(504) 813-1679
*	Douglas Fair	Christian Short	TBD	New Orleans	LA	TBD	(504) 812-2057
*	Douglas Fair	Christian Short	TBD	New Orleans	LA	TBD	(504) 812-2057
*	Gustavo Rezende	BJ Crist	1200 E. Admiral Doyle Drive Suite C	New Iberia	LA	70560	(504) 256-6505
*	Gustavo Rezende	BJ Crist	4601 Ambassador Caffery Parkway. Suite 200	Lafayette	LA	70508	(337) 534-0287
*	Yuvonka, Mark and Jean-Marc	Brown	324 Lee Drive	Baton Rouge	LA	70808	(225) 256-3385
*	Yuvonka, Mark and Jean-Marc	Brown	TBD	TBD	LA	TBD	(318) 792-8884
*	Terry	Myers	3107 Airline Drive	Bossier City	LA	71111	(318) 562-1936
*	Terry	Myers	2235 S MacArthur Drive	Alexandria	LA	71301	(318) 704-0486
*	Terry	Myers	2913 Monroe Highway, Unit A	Pineville	LA	71360	(318) 625-7166
*	Gustavo Rezende	BJ Crist	6718 Johnston Street	Lafayette	LA	70503	(337) 534-0449

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Gustavo Rezende	BJ Crist	TBD	Lake Charles	LA	TBD	(504) 473-1142
*	Gustavo Rezende	BJ Crist	3723 Nelson Road, Suite 100	Lake Charles	LA	70605	(337) 240-9010
*	Gustavo Rezende	BJ Crist	TBD	Thibodaux	LA	TBD	(337) 296-7374
*	Gustavo Rezende	BJ Crist	TBD	Houma	LA	TBD	(504) 473-1142
	Jean-Marc, Mark, Ja'vyon, and Yuvonka	Brown	577 Highway 30	Gonzales	LA	70737	(225) 647-6206
	Terry	Myers	455 Curtiss Road	Barksdale AFB	LA	71110	(318) 584-6101
*	Terry	Myers	TBD	Ruston	LA	TBD	(318) 308-3138
*	Terry	Myers	TBD	Monroe	LA	TBD	(318) 308-3138
*	Christopher	Herbert	8670 Airline Drive	Baton Rouge	LA	70815	(225) 408-3806
*	Christopher	Herbert	TBD	Baton Rouge	LA	TBD	(337) 660-8624
*	Christopher	Herbert	TBD	Baton Rouge	LA	TBD	(337) 660-8624
	Gilbert and Ana	DeSousa	85A Faunce Corner Mall Road	North Dartmouth	MA	2747	(508) 858-5456
	Gilberto and Connie	Medeiros	489 Bearses Way	Hyannis	MA	2601	(508) 827-4598
	Sandra and Kevin	Jennings	20 Commerce Way	Seekonk	MA	2771	(774) 229-2939
	Karyn	Ferreira	606 Tarkiln Hill Road	New Bedford	MA	2745	(774) 305-4946
	Urvi, Ripal, Mosam and Parth	Patel	450 Paradise Road	Swampscott	MA	1907	(781) 842-4697
	Ripal, Parth, and Urvi	Patel	55 Drum Hill Road	Chelmsford	MA	01824	(978) 710-4310
*	Gilbert and Ana	DeSousa	450 William Canning Blvd	Fall River	MA	02721	(774) 357-5153
*	Gilbert and Ana	DeSousa	TBD	Bristol County	MA	TBD	(508) 858-8592
*	Gilbert and Ana	Desousa	TBD	Bristol County	MA	TBD	(508) 858-8592
*	Gilbert and Ana	DeSousa	TBD	Bristol County	MA	TBD	(508) 858-8592
*	Gilbert and Ana	Desousa	TBD	Bristol County	MA	TBD	(508) 858-8592
	Shahil, Harshadkumar, and Sunnykumar	Patel	22 Patriot Place #118	Foxborough	MA	2035	(774) 215-0277
	Urvi, Ripal, Mosam and Parth	Patel	240 Andover Street	Peabody	MA	01960	(978) 717-5649
	Mitasvil "Mit" and Jitendrakumar "Jiten"	Patel	352A Broadway, Route 1	Saugus	MA	01906	(781) 813-3090
*	Ripal	Patel	TBD	Rewksbury	MA	TBD	(352) 857-4543
*	Ripal	Patel	TBD	Anover	MA	TBD	(352) 857-4543

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Glen and Christopher	Baker	90 Pleasant Valley Street	Methuen	MA	01844	(351) 277-4600
	Sandra and Kevin	Jennings	6 Foxborough Boulevard, Suite 610	Foxborough	MA	02035	(774) 215-0549
	David	Costa	128B Colony Place	Plymouth	MA	02360	(774) 283-4493
*	Urvi, Ripal, Parth, and Mukeshkumar	Patel	174 Littleton Road	Westford	MA	01886	(978) 496-1738
*	Urvi, Ripal, Mukeshkumar and	Parth Patel	TBD	Westford	MA	TBD	(352) 857-4543
*	Urvi, Ripal, Mukeshkumar and	Parth Patel	TBD	Beverly	MA	TBD	(352) 857-4543
	Karyn	Ferreira	TBD	Wareham	MA	TBD	(508) 742-5934
*	Pete and Tiffany	George	100 Macy Street, Suite F	Amesbury	MA	01913	(978) 834-5015
	Koushik Koganti	Mitesh and Niral Patel	TBD	Boston	MA	TBD	(617) 201-7560
	Geoffrey	Baylies	TBD	Boston	MA	TBD	(774) 319-1593
	Dishantkumar Patel	Lakhvir Singh	TBD	Boston	MA	TBD	(617) 785-6577
	Dishantkumar Patel	Lakhvir Singh	TBD	Boston	MA	TBD	(617) 785-6577
	Yamini and Kush	Patel	TBD	Shrewsbury	MA	TBD	(508) 304-0604
	Krunalkumar and Reena	Patel	TBD	Leominster	MA	TBD	(978) 399-9313
*	Rohitkumar and Gineshkumar	Patel	TBD	Boston	MA	TBD	(229) 733-8640
*	Rohitkumar and Gineshkumar	Patel	TBD	Boston	MA	TBD	(314) 412-8696
*	Rohitkumar and Gineshkumar	Patel	TBD	Boston	MA	TBD	(229) 733-8640
*	Rohitkumar and Gineshkumar	Patel	TBD	Boston	MA	TBD	(229) 733-8640
*	Rohitkumar and Gineshkumar	Patel	TBD	Boston	MA	TBD	(229) 733-8640
*	Glen and Christopher	Baker	TBD	Haverhill	MA	TBD	(603) 627-5642
*	Glen and Christopher	Baker	TBD	Haverhill	MA	TBD	(603) 765-1046
*	Mitasvil "Mit" and Jitendrakumar "Jiten"	Patel	TBD	Everett	MA	TBD	(617) 390-6337
*	Mitasvil "Mit" and Jitendrakumar "Jiten"	Patel	TBD	Framingham	MA	TBD	(540) 842-0338

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Paulo Ifurung	Kwang-woo Choi	6455 Dobbin Road, Suite 35	Columbia	MD	21045	(410) 730-6564
	Arpit and Shwetank	Patel	3390 Lenoardtown Road	Waldorf	MD	20601	(301) 638-3291
	Kalion Dickens	Shirlean Gatling	2389 Brandermill Blvd Ste 104	Gambrills	MD	21054	(410) 721-5800
	Tameka	Davis	211 Shorebird St. Suite C	Frederick	MD	21701	(301) 644-0417
	Chip	Ng	1809 Reistertown Road #150	Pikesville	MD	21208	(410) 415-5420
	Shwetank	Patel	9150 Baltimore National Pike	Ellicot City	MD	21042	(410) 680-8048
	Manish and Meenal	Singh	4731A Elm Street	Bethesda	MD	20814	(240) 800-3832
	Chanel and Toya Evans	Lauren Williamson	15475 Annapolis Road Suite 150	Bowie	MD	20715	(301) 805-2829
	Clement and Jacqueline	Troutman	1703 Ritchie Station Court Suite 100	Capitol Heights	MD	20743	(301) 336-1719
	Jacob	Razeq	105 Drury Lane Unit E	La Plata	MD	20646	(240) 901-2943
	Mitesh and Jigna	Patel	10260 Baltimore Avenue Suite I	College Park	MD	20740	(240) 391-6082
	Isha	Katohora	8805 Woodyard Road	Clinton	MD	20735	(240) 318-5095
	Toya and Chanel Evans	Lauren Williamson	6300 Annapolis Rd., Suite 5	Landover Hills	MD	20784	(301) 773-1701
	Arpit, Samarpit, and Shwetank	Patel	927 Washington Blvd	Laurel	MD	20707	(240) 280-1674
	Sandipkumar "Sandip" and Darshnaben	Patel	6710 Governor Ritchie Highway	Glen Burnie	MD	21061	(410) 553-4913
	Vijay Patel	Pallavi Vyas	3611 Washington Boulevard Suite #103	Halethorpe	MD	21227	(443) 575-6258
*	Shirlean	Gatling	TBD	Baltimore	MD	TBD	(301) 775-4132
*	Shirlean	Gatling	TBD	Baltimore	MD	TBD	(301) 775-4132
	Monica	McCottry	10995 Owing Mills Boulevard	Owing Mills	MD	21117	(443) 352-8255
	Eric and Dawn	Metz	331 Baltimore Pike, Suite #1	Bel Air	MD	21014	(410) 387-4352
	Jigna Kalpesh Patel	Kalpesh Patel	1305 South Salisbury Boulevard	Salisbury	MD	21801	(410) 219-5400
*	SudhirKumar	Mehta	TBD	Salisbury/Easton	MD	TBD	(410) 463-1133
	Rafik Fouad	Balsam Shawky	554 N Frederick Avenue Unit 9	Gaithersburg	MD	20877	(301) 987-7373
	Kirk and Zakary Purcell	Mary Elizabeth Purcell Leskinen	44980 St. Andrews Church Road, Suite C	California	MD	20619	(240) 237-8552
	David Magby, Ronald Hicks	Alesha Magby fka Alesha Hicks	3737 Branch Avenue	Temple Hills	MD	20748	(240) 619-5778
*	Jason	Chan	730 York Rd, Suite 104	Towson	MD	21204	(410) 296-8888

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Jason	Chan	2159 York Road, Unit B	Lutherville Timonium	MD	21093	(410) 252-5288
	Majdi	Labwam	8652 Pulaski Highway C-2	Rosedale	MD	21237	(443) 559-6856
	Donnia Alexander	Ahamadu Sirleaf	2400 Boston St., Suite 118	Baltimore	MD	21224	(410) 623-5149
*	Sandipkumar "Sandip" and Darshnaben	Patel	5644 Baltimore National Pike	Catonsville	MD	21228	(443) 341-6232
*	Sandipkumar "Sandip" and Darshnaben	Patel	8000 Jumpers Hole Road, Suite 1A	Pasadena	MD	21122	(443) 305-2639
	Isha	Katohora	6019 Oxon Hill Road Unit B	Oxon Hill	MD	20745	(301) 302-8990
	Jocelyn, Jacqueline, Jordan and	Clement Troutman	TBD	Prince Georges County	MD	TBD	(443) 694-7677
	Pallavi Vyas, Amit Kothari	Vijay Patel	8911 Belair Rd, Suite C	Nottingham	MD	21236	(443) 819-1799
	SudhirKumar	Mehta	220-A Marlboro Avenue	Easton	MD	21601	(410) 822-2340
	Tameka	Davis	3254 A Bennett Creek Avenue	Frederick	MD	21704	(240) 341-2068
	Grayling and Sandra	Lucas	10137 Ward Road	Dunkirk	MD	20754	(301) 327-5414
	Adebolugbe	Adubi	15638 Old Columbia Pike	Burtonsville	MD	20866	(240) 389-1867
	Shwetank and Arpit	Patel	TBD	Baltimore County	MD	TBD	(540) 467-2553
	Mitesh	Patel	10052 Darnestown Road	Rockville	MD	20850	(301) 978-7662
*	Mitesh	Patel	11907 Reistertown Road, Suite B	Reistertown	MD	21136	(410) 213-5100
*	Mitesh	Patel	TBD	Westminster	MD	TBD	(501) 240-8919
	Zakary and Kirk Purcell	Mary Elizabeth Purcell Leskinen	57 Harrow Lane	Prince Frederick	MD	20678	(443) 295-7636
	Manish and Meenal	Singh	980 Swan Creek Road E	Fort Washington	MD	20744	(301) 485-0963
	Dipali and Vijay	Patel	17997 Garland Groh Blvd	Hagerstown	MD	21740	(301) 244-0395
	Majdi	Labwam	112 Shawan Road #4	Cockeysville	MD	21030	(443) 318-4520
	Rafik Fouad	Balsam Shawky	13531 Connecticut Avenue	Aspen Hill	MD	20906	(240) 833-8583
	Dawn and Eric	Metz	108 Big Elk Mall	Elkton	MD	21921	(667) 215-0329
	Majdi	Labwam	265 Baltimore Blvd Unit 5	Westminster	MD	21157	(443) 289-9692
	Shwetank and Arpit	Patel	12263 Tech Road	Silver Spring	MD	20904	(240) 531-2138
	Syed Iqbal	Sebastine Elendu	1835 Ashland Avenue	Baltimore City	MD	21205	(443) 869-3873
	Samarpit and Ghanshyam Patel	Rohan Pandya	10730 Little Patuxent Parkway Suite 3B	Columbia	MD	21044	(410) 639-5074

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Toya Evans, Chanel Grant	Lauren Williamson	1811 G Street, Suite B0007	Joint Base Andrews	MD	20762	(240) 619-3856
	Eric and Dawn	Metz	TBD	Abingdon	MD	TBD	(443) 807-8767
	Eric and Dawn	Metz	TBD	Forest Hill	MD	TBD	(443) 807-8767
*	Sandipkumar "Sandip" and Darshnaben	Patel	366 Ritchie Highway	Severna Park	MD	21146	(410) 432-2112
*	Sandipkumar "Sandip" and Darshnaben	Patel	TBD	Parkville	MD	TBD	(201) 270-7014
	David Magby	Alesha Magby fka Alesha Hicks	1522 Havenwood Road	Baltimore City	MD	21218	(443) 438--5219
*	Manish and Meenal	Singh	1417 Meritt Boulevard, Unit A1	Dundalk	MD	21222	(202) 503-6217
*	Manish and Meenal	Singh	1030 W 41st Street	Baltimore	MD	21211	(443) 708-2697
*	Manish and Meenal	Singh	6520 Reistertown Road Unit A	Baltimore	MD	21215	(443) 869-5141
*	Manish and Meenal	Singh	16 University Boulevard East	Silver Springs	MD	20901	(240) 641-4187
*	Manish and Meenal	Singh	3500 East West Highway, Unit 1416A	Hyattsville	MD	20782	(443) 878-8778
	Majdi	Labwam	6400B Ridge Street	Eldersburg	MD	21784	(443) 398-8215
	Majdi	Labwam	TBD	Randallstown	MD	TBD	(443) 880-2891
	Balsam Shawky	Rafik Fouad	11620 Rockville Pike	Rockville	MD	20852	(240) 221-3387
*	Sandipkumar "Sandip", Darshnaben, and Manoj	Patel	19828 Century Boulevard	Germantown	MD	20874	(240) 912-7286
*	Sandipkumar "Sandip", Darshnaben, and Manoj	Patel	TBD	Olney	MD	TBD	(540) 529-7815
	Manish and Meenal	Singh	TBD	Wheaton	MD	TBD	(240) 320-5530
	Tameka	Davis	TBD	Frederick	MD	TBD	(301) 305-0101
	Kennith and Antoinette	Bailey	7607 Robert Crain Highway Sutie B110	Upper Marlboro	MD	20772	(301) 574-8069
	Dipali and Vijay	Patel	307 East Ridgeville Boulevard	Mt. Airy	MD	21771	(301) 703-5618
	Shwetank and Arpit	Patel	7645 Arundel Mills Blvd, Space #90	Hanover	MD	21076	(443) 755-5939
	Kennith and Antoinette	Bailey	TBD	Odenton	MD	TBD	(301) 641-2280
	Toya Evans, Chanel Grant	Lauren Williamson	Walter Reed Navy Exchange 8901 Wisconsin Avenue Bldg 82	Bethesda	MD	20889	(240) 800-3974

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Dawn and Eric	Metz	6487 Aberdeen Blvd. Bldg 2401	Aberdeen Proving Ground	MD	21005	(443) 327-8693
	Jocelyn, Jacqueline, Jordan and	Clement Troutman	TBD	Upper Marlboro	MD	TBD	(410) 919-3223
*	Majdi	Labwam	TBD	Parkville	MD	TBD	(443) 880-2891
*	Majdi	Labwam	TBD	Parkville	MD	TBD	(443) 880-2891
*	Syed Iqbal	Sebastine Elendu	TBD	Baltimore	MD	TBD	(302) 494-8972
*	Syed Iqbal	Sebastine Elendu	TBD	Baltimore	MD	TBD	(302) 494-8972
	Samarpit and Ghanshyam Patel	Rohan Pandya	TBD	Betesda	MD	TBD	(215) 964-8802
*	Oubab	Khalil	TBD	Clarksburg	MD	TBD	(214) 519-4646
	Jocelyn, Jacqueline, Jordan and	Clement Troutman	TBD	Silver Spring	MD	TBD	(443) 677-4513
	Warren	Thompson	60665 Student Service Center	Princess Anne	MD	21853	(410) 651-6266
*	Rafik Fouad	Balsam Shawky	TBD	Rockville	MD	TBD	(703) 966-9004
*	Rafik Fouad	Balsam Shawky	TBD	Gaithersburg	MD	TBD	(703) 966-7753
	Pete and Tiffany	George	45 Western Ave	South Portland	ME	4106	(207) 871-9991
	Pete and Tiffany	George	426 Alfred Street	Biddeford	ME	4005	(207) 494-8183
	Deborah LeMieux-King	Larry King	2383 East Hill Road, Suite 1	Grand Blanc	MI	48439	(810) 953-2233
	Hani	Halloun	1569 North Main Street, Suite A	Clawson	MI	48017	(248) 629-7041
	Prakash Tamhaney	Avinash Kotian	7354 Haggerty Road	West Bloomfield	MI	48322	(248) 788-3500
	Harold Bowen	Trent Farnsworth	2103 South Linden Road	Flint Township	MI	48532	(810) 733-2100
	Ryan and Jeffrey	Kaleto	5815 Bay Road, Suite 700	Saginaw	MI	48604	(989) 249-0499
	Amy and Michael	Pohlod	30971 5 Mile Road, Suite B104	Livonia	MI	48154	(734) 427-5500
	Margaret Turner, Marshall Dodson	Fred Minturn	6459 Dixie Highway	Clarkston	MI	48346	(248) 922-9000
	Jeffrey and Ryan	Kaleto	6805 Eastman Avenue	Midland	MI	48642	(989) 835-6955
	Ryan and Jeffrey	Kaleto	2332 South Mission Street	Mount Pleasant	MI	48858	(989) 317-4800
	Margaret Turner, Marshall Dodson	Fred Minturn	7150 Sashabaw Road	Clarkston	MI	48347	(248) 620-8005
	Ryan and Jeffrey	Kaleto	985 South Saginaw Road	Midland	MI	48640	(989) 835-2533
	Hani	Halloun	5105 West Vienna Road	Clio	MI	48420	(810) 564-9993

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Harold	Bowen	4009 Owen Road	Fenton	MI	48430	(810) 714-4888
	Kevin Postill, Gary Goodin	Wassim Abousamra	607 Liberty Street	Ann Arbor	MI	48104	(734) 585-0266
	Hani	Halloun	10049 East Grand River Avenue Suite 1100	Brighton	MI	48116	(810) 360-0255
	Hani	Halloun	10006 West Highland Road	Hartland	MI	48353	(810) 991-1155
	Hani	Halloun	2505 Alpine Avenue NW	Grand Rapids	MI	49544	(616) 551-0336
	Ruth and David	Buko	1201 East Grand River Avenue	East Lansing	MI	48823	(517) 708-8565
	Ruth and David	Buko	5620 State Street	Saginaw	MI	48609	(989) 401-7795
	Prajesh	Patel	703 South State Street	Davison	MI	48423	(810) 412-5556
	Ryan and Jeffrey Lee	Kaleto	4041 North Euclid	Bay City	MI	48706	(989) 667-8770
	Libby	McDonald	5088 28th Street SE	Grand Rapids	MI	49512	(616) 975-7777
	Margaret Turner, Marshall Dodson	Fred Minturn	2913 Crooks Road	Rochester	MI	48309	(248) 852-4800
	Deborah	LeMieux-King	1561 East Main Street	Owosso	MI	48867	(989) 494-0090
	Harold	Bowen	4391 Canal Avenue SW	Grandville	MI	49418	(616) 719-1810
	Amy and Michael	Pohlod	22905 Michigan Avenue	Dearborn	MI	48124	(313) 724-6216
	Margaret Turner, Marshall Dodson	Fred Minturn	340 Town Center Boulevard, #1	White Lake	MI	48386	(248) 779-7925
	Hani	Halloun	5429 Northland Drive NE Suite E	Grand Rapids	MI	49525	(616) 272-3558
	Hani	Halloun	29920 Telegraph Road	Southfield	MI	48034	(248) 353-0725
*	Stephen Lippman	Paul Dudgeon	67213 Main Street	Richmond	MI	48062	(586) 430-4295
*	Paul	Dudgeon	18353 Hall Road	Macomb Township	MI	48044	(586) 329-1973
*	Paul	Dudgeon	30114 Harper Avenue Suite 1	St. Clair Shores	MI	48082	(586) 285-5032
*	Paul	Dudgeon	34521 Utica Road	Fraser	MI	48026	(586) 879-6731
*	Paul	Dudgeon	36645 Van Dyke Avenue	Sterling Heights	MI	48312	(586) 272-2941
	Corina Groeger	Eduardo Ramos	4315 West Main Street	Kalamazoo	MI	49006	(269) 382-4044
	Kevin Postill	Gary Goodin	885 Baldwin Road	Lapeer	MI	48446	(810) 969-4674
*	Margaret Turner, Marshall Dodson	Paul Dudgeon	1288 Walton Blvd	Rochester Hills	MI	48307	(248) 923-2700
*	Margaret Turner, Marshall Dodson	Paul Dudgeon	2510 S Telegraph Road Suite A	Bloomfield Hills	MI	48302	(248) 221-5727

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Hani	Halloun	4400 Lake Michigan Drive NE	Walker	MI	49534	(616) 735-4119
	Hani	Halloun	26563 Evergreen	Southfield	MI	48076	(248) 621-9000
	Hani	Halloun	200 W 12 Mile Road	Madison Heights	MI	48071	(248) 951-2882
	Hani	Halloun	29660 Southfield Road	Southfield	MI	48076	(248) 327-7540
	Deborah	LeMieux-King	885 W. Eisenhower Parkway	Ann Arbor	MI	48103	(734) 882-2971
*	Paul	Dudgeon	26130 Crocker Boulevard	Harrison Township	MI	48045	(586) 741-8541
	Joseph	Lavigne	29486 Woodward Avenue	Royal Oak	MI	48073	(248) 951-8987
*	Paul	Dudgeon	14901 23 Mile Road	Shelby Township	MI	48315	(586) 580-2179
	Ian Findlay	Paul Dudgeon	5353 E 12 Mile Road	Warren	MI	48092	(586) 806-5888
*	Paul	Dudgeon	15600 Hall Rd, Unit A-1	Clinton Township	MI	48038	(586) 231-0436
	Paul	Dudgeon	22600 Greater Mack Avenue	St. Clair Shores	MI	48080	(586) 552-5808
*	Ruth and David	Buko	1595 W Lake Lansing Road Suite 120	East Lansing	MI	48823	(517) 993-5697
*	Ruth and David	Buko	6527 S Cedar Street	Lansing	MI	48911	(517) 483-2679
*	Joseph	Ford	TBD	Novi	MI	TBD	(248) 259-8549
*	Joseph	Ford	48975 Grand River Avenue, Suite 900	Novi	MI	48374	(248) 513-4430
*	Joseph	Ford	25780 Pontiac Trail	South Lyon	MI	48178	(248) 278-6336
*	Salem	Najjar	14595 Southfield Road	Allen Park	MI	48101	(313) 789-3370
*	Salem	Najjar	41544 Ann Arbor Road	Plymouth	MI	48170	(734) 892-2927
*	Salem	Najjar	23054 Woodward Avenue	Ferndale	MI	48220	(248) 268-4303
*	Salem	Najjar	33353 Woodward Avenue	Birmingham	MI	48009	(248) 283-3370
*	Salem	Najjar	35599 Warren Road	Westland	MI	48185	(734) 351-5986
*	Salem	Najjar	26931 Ford Road	Dearborn Heights	MI	48127	(313) 789-3001
*	Joseph	Ford	43215 Grand River Avenue Suite B	Novi	MI	48375	(248) 946-4031
*	Joseph	Ford	595 N Lapeer Road	Oxford	MI	48371	(248) 800-4055
	Hani	Halloun	1111 N Telegraph Rd	Monroe	MI	48162	(734) 230-2080
	Ian	Findlay	4863 Carroll Lake Road	Commerce Township	MI	48382	(248) 716-9791
	Corina Groeger	Eduardo Ramos	230 West Millham Street	Portage	MI	49024	(269) 532-1802
	Amy and Michael	Pohlod	7700 Telegraph Road	Taylor	MI	48180	(313) 724-6188

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	John-Paul Calka	Adam Kettlewell	718 Munson Avenue, Suite B	Traverse City	MI	49686	(231) 938-6050
	Jeffrey and Ryan Kaleto	Matt Outman	840 S. State Street	Big Rapids	MI	49307	(231) 629-8707
	Hicham	Bazzi	21316 Eureka Road	Taylor	MI	48180	(734) 318-2222
	Deborah	LeMieux-King	2460 West Hill Road	Flint	MI	48507	(608) 665-9024
	Scott	Meyer	29480 7 Mile Road	Livonia	MI	48152	(248) 957-6759
	Hicham	Bazzi	5858 Schaefer Road	Dearborn	MI	48126	(313) 636-1999
	Salem	Najjar	3400 Washtenaw Avenue	Ann Arbor	MI	48104	(734) 418-2333
	Hani	Halloun	6755 Kalamazoo Ave SE	Grand Rapids	MI	49508	(616) 803-0902
*	Hani	Halloun	19790 Haggerty Road	Livonia	MI	48152	(734) 237-6748
*	Hani	Halloun	44991 Ford Road	Canton	MI	48187	(734) 431-6969
	Paul	Goldman	23112 Allen Road	Wood Haven	MI	48183	(734) 561-3480
	James and Mark White	Mark Miceli	1455 N Michigan Avenue Suite 300	Howell	MI	48843	(517) 618-7879
	Hicham	Bazzi	220 Congress Street	Detroit	MI	48226	(313) 462-4130
	Joseph	Ford	2260 South Milford Road	Highland Township	MI	48357	(248) 529-3650
*	Kevin Postill	Gary Goodin	951 24th Street	Port Huron	MI	48060	(810) 479-9121
*	Gary Goodin	Kevin Postill	2417 Gratiot Boulevard	Marysville	MI	48040	(810) 824-3397
	Jerry Bobchick	James McClanaghan	27805 23 Mile Road	Chesterfield	MI	48051	(586) 649-7729
*	Paul	Dudgeon	46959 Van Dyke	Shelby Township	MI	48317	(586) 799-4074
*	Paul	Dudgeon	57290 Van Dyke	Washington Township	MI	48094	(586) 207-1070
*	James "Jim" and Teri Guillaumin	Gerald Bobchick	22381 Gratiot Avenue	Eastpointe	MI	48021	(586) 350-0505
*	James "Jim" and Teri	Guillaumin	TBD	Eastpointe or Detroit	MI	TBD	(248) 640-3201
	Corina Groeger	Eduardo Ramos	5455 Gull Road, Suite A	Kalamazoo	MI	49048	(269) 532-1550
	Corina Groeger	Eduardo Ramos	5466 Beckley Road Suite A	Battle Creek	MI	49015	(269) 589-6040
	Walter	Bender	35131 E Michigan Avenue	Wayne	MI	48184	(734) 895-6387
*	Ruth and David	Buko	4421 W Saginaw Highway	Lansing	MI	48917	(517) 708-8138
*	Ruth and David	Buko	3490 Okemos Road, Suite E	Okemos	MI	48864	(517) 220-2870
*	John Cleland	Darin Turner	3155 W Shore Drive	Holland	MI	49424	(616) 848-7606
*	John Cleland	Darin Turner	TBD	TBD	MI	TBD	(586) 295-7131

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Trevor and Stephanie	Strange	5220 S Harvey Street	Muskegon	MI	49444	(231) 375-5805
*	Trevor and Stephanie	Stange	TBD	TBD	MI	TBD	(517) 599-1877
*	Trevor	Stange	3070 28th Street SE	Kentwood	MI	49512	(616) 551-0565
*	Heather Hendriksen	Thomas Wedeven	410 N Becon Boulevard	Grand Haven	MI	49417	(616) 607-7407
*	Heather Hendrisken	Darin Turner	1045 Michigan Street NE Suite A	Grand Rapids	MI	49503	(616) 259-8700
*	Heather Hendriksen	Thomas Wedeven	TBD	TBD	MI	TBD	(616) 217-6264
*	Heather Hendriksen	Thomas Wedeven	TBD	West Michigan	MI	TBD	(616) 217-6264
*	Heather Hendriksen	Thomas Wedeven	TBD	West Michigan	MI	TBD	(616) 821-1985
	Salem	Najjar	15359 Beck Road	Northville	MI	48168	(734) 656-8640
	Hani	Halloun	1266-A 28th St SW	Wyoming	MI	49509	(616) 222-4145
	Amy and Michael	Pohlod	8300 Merriman Road	Romulus	MI	48174	(734) 895-1027
	James and Jeffrey	Lulek	3287 Sterns Road	Lambertville	MI	48144	(734) 568-6682
	Kevin Postill	Gary Goodin	TBD	Saline	MI	TBD	(810) 650-5737
	Hani	Halloun	34675 Grand River Ave	Farmington	MI	48335	(248) 482-7400
	Loan and Jess	Hollenbeck	3153 Commerce Lane	Ionia	MI	48846	(616) 523-4255
	John-Paul Calka	Adam Kettlewell	3664 N US-31 S	Traverse City	MI	49684	(231) 252-0335
	Margaret Turner, Marshall Dodson	Fred Minturn	5385 Highland Rd, Ste 100	Waterford	MI	48327	(248) 599-9572
	Joseph Ford	Michael Kort	1361 Boardman Road	Jackson	MI	49202	(517) 795-1220
	Jerry Bobchick	James McClanaghan	TBD	Adrian	MI	TBD	(586) 634-6485
*	Charles and Christopher	Cabana	1378 West Main Street	Gaylord	MI	49735	(989) 448-8696
*	Charles and Christopher	Cabana	8860 E 34 Road	Cadillac	MI	49601	(231) 468-2639
*	Charles and Christopher	Cabana	714 East Chicago Street	Coldwater	MI	49036	(517) 924-1128
	Charles and Christopher	Cabana	1374 Victories Lane	Petoskey	MI	49770	(231) 622-8544
	Hani	Halloun	1735 E Big Beaver Road Suite D	Troy	MI	48083	(248) 422-6966
	Amy and Michael	Pohlod	9019 Telegraph Road	Redford	MI	48239	(313) 740-7397
	Margaret Turner, Marshall Dodson	Fred Minturn	3987 Baldwin Road	Auburn Hills	MI	48326	(248) 481-8625
	Margaret Turner, Marshall Dodson	Fred Minturn	2709 University Drive	Auburn Hills	MI	48326	(248) 481-6769
*	Paul	Dudgeon	32098 Gratiot Avenue	Roseville	MI	48066	(586) 343-8756
*	Paul	Dudgeon	TBD	Macomb County	MI	TBD	(586) 566-6319

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Paul Dudgeon	Sean Gowdy	TBD	Grosse Pointe	MI	TBD	(586) 566-6319
	Paul	Goldman	TBD	Belleview	MI	TBD	(248) 321-4222
	Salem	Najjar	2240 East 8 Mile Road	Detroit	MI	48234	(313) 474-4001
	Ali El-Moussawi	Ali Hamouch	5609 Jackson Road	Ann Arbor	MI	48103	(734) 929-5330
	John Cleland	Darin Turner	TBD	Plainwell	MI	TBD	(616) 309-0030
	Charles and Christopher	Cabana	TBD	Alpena	MI	TBD	(734) 664-4122
	Hani	Halloun	TBD	Bloomfield Township	MI	TBD	(810) 397-1891
	Ruth and David	Buko	3214 East Michigan Avenue	Lansing	MI	48912	(517) 721-1303
	Deborah	LeMieux-King	1152 S Ortonville Road, Suite 1	Ortonville	MI	48462	(248) 627-2677
	Salem Najjar	Saleh Ali	7450 Woodward Avenue #100	Detroit	MI	48202	(313) 889- 4002
	Kevin Postill	Gary Goodin	4300 East Ridge Court St. Clair, MI 48079	Ft Gratiot	MI	48079	(810) 650-5737
	Hani	Halloun	910 South Center Road	Flint	MI	48503	(810) 820-3644
	Darin	Turner	TBD	Grand Rapids	MI	TBD	(586) 295-7131
	Dale McNabb	Paul Dudgeon	TBD	Detriot	MI	TBD	(586) 549-4191
	Vang Moui	Mai Vue	8330 Egan Dr.	Savage	MN	55378	(952) 226-1633
	Matthew	Mawdsley	3811 S. Campbell Ave., Suite A	Springfield	MO	65807	(417) 887-6600
	Matthew	Mawdsley	3645 East Sunshine Street	Springfield	MO	65809	(417) 719-4486
	Robert and Lori	Good	3102 East 7th Street	Joplin	MO	64801	(417) 717-1590
	Timothy "Tim"	O'Reilly	3080 N. Kentwood Ave	Springfield	MO	65803	(417) 833-2108
	Mark and Allan Yabut	Jose Asistido	486 Branson Landing Boulevard Suite #201	Branson	MO	65616	(417) 336-0220
	Robert and Lori	Good	3025 South Main Street Suite B	Joplin	MO	64804	(417) 553-0319
	Matthew	Mawdsley	1721 S. 20th Street Suite 109	Ozark	MO	65721	(417) 485-8030
	Bhupendra "Mike" and Mamtaben	Patel	910B NW Blue Parkway	Lee Summit	MO	64086	(816) 246-2900
*	Chris and Craig	Hurst	403 North Stadium Boulevard Suite 102	Columbia	MO	65203	(573) 445-5115
*	Chris and Craig	Hurst	2609 E Broadway #200	Columbia	MO	65201	(573) 355-5875
	Rakesh, Nirav, and Rohit	Patel	5101 N. Belt Highway, Suite B	St. Joseph	MO	64506	(816) 396-6979
	Matthew	Mawdsley	1971 E. Independence	Springfield	MO	65804	(417) 350-1273

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Patricia and Roger	Sacry	2401 Fairlawn	Carthage	MO	64836	(417) 313-8179
*	Matthew	Mawdsley	TBD	St. Louis	MO	TBD	(417) 350-8576
*	Matthew	Mawdsley	TBD	St. Louis	MO	TBD	(417) 350-8576
*	Matthew	Mawdsley	TBD	Springfield	MO	TBD	(417) 350-8576
	Vijaya	Vanukuru	159 Carondelet Plaza	Clayton	MO	63105	(314) 696-2211
	Aaron	Toutloian	318 Mid Rivers Mall Drive, Suite A	St. Peters	MO	63376	(636) 387-0704
	Robert and Lori	Good	501 South Madison St, Suite K	Webb City	MO	64870	(417) 717-0428
	Bhupendra "Mike and Mamtaben	Patel	706 NW 7 Hwy Suite D	Blue Springs	MO	64014	(816) 815-2246
	Robert and Teresa Loos	Tedrow	31 Melgrove Ln	Hannibal	MO	63401	(573) 719-3204
*	Matthew (Alex) Perry	James Moss	TBD	Kansas City	MO	TBD	(573) 777-2623
*	Matthew (Alex) Perry	James Moss	TBD	Kansas City	MO	TBD	(573) 353-0171
*	Matthew (Alex) Perry	James Moss	TBD	Kansas City	MO	TBD	(573) 353-0171
	Rakesh, Nirav, and Rohit	Patel	TBD	Kansas City	MO	TBD	(316) 200-5139
	Dharmishtha Patel	Dhanesh Surti	2500 State Highway K	O'Fallon	MO	63368	(636) 294-5582
*	Dharmishtha	Patel	TBD	O'Fallon	MO	TBD	(314) 504-3870
*	Dharmishtha	Patel	TBD	Lake St. Louis	MO	TBD	(314) 504-3870
	Rohit	Patel	TBD	Kansas City	MO	TBD	(405) 210-2195
*	Zygmin	Patel	1704 Chesterfield Airport Road, Suite 110	Chesterfield	MO	63005	(636) 812-2084
*	Zygmin	Patel	TBD	St. Charles	MO	TBD	(636) 734-9846
*	Zygmin	Patel	TBD	Chesterfield	MO	TBD	(636) 734-9846
*	Aaron Toutloian	Amber Schraier	9948 Kennerly Road	St. Louis	MO	63128	(314) 270-3538
*	Aaron Toutloian	Amber Schraier	TBD	St. Louis	MO	TBD	(618) 406-5596
*	Aaron Toutloian	Amber Schraier	TBD	St. Louis	MO	TBD	(618) 406-5596
	Manojkumar	Patel	TBD	Festus	MO	TBD	(732) 890-9954
	Wenjie "Ivan"	Qiu	6320 North Chatham Avenue	Kansas City	MO	64151	(816) 503-6461
	Matthew	Geehan	TBD	Kansas City	MO	TBD	(816) 216-4857
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	TBD	MO	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	TBD	MO	TBD	(501) 442-0089

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Grandview	MO	TBD	(573) 489-9890
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Warrensburg	MO	TBD	(573) 489-9890
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Sedalia	MO	TBD	(573) 489-9890
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Cape Girardeau	MO	TBD	(573) 489-9890
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Poplar Bluff	MO	TBD	(573) 489-9890
	Nikki	Vogel	TBD	North Kansas City	MO	TBD	(816) 391-8588
*	Maulik and Chhaya	Patel	TBD	St. Louis	MO	TBD	(314) 479-1947
*	Maulik and Chhaya	Patel	TBD	St. Louis	MO	TBD	(314) 479-1947
*	Maulik and Chhaya	Patel	TBD	St. Louis	MO	TBD	(618) 531-5500
	Lisa	Murray	7164 Hacks Cross Road	Olive Branch	MS	38654	(662) 890-5060
	Sanjan and Jagdish Barot	Nehal and Kavi Khambhati	238 S Pearson Road	Pearl	MS	39208	(601) 664-2100
	Ronald and Staci	Simmons	372 Ridge Way	Flowood	MS	39232	(769) 524-4503
	Ronald and Staci	Simmons	TBD	Jackson	MS	TBD	(601) 750-9877
	Coby Smith	Lance Newman	981 Brookway Boulevard	Brookhaven	MS	39601	(601) 990-2508
*	Robert, Mary, and Stacy	Schmidt	TBD	Biloxi	MS	TBD	(870) 213-6242
*	Robert, Mary, and Stacy	Schmidt	3205 Hardy Street, Suite 20	Hattiesburg	MS	39401	(601) 336-8172
*	Robert, Mary, and Stacy	Schmidt	TBD	Hattiesburg	MS	TBD	(501) 362-4160
*	Robert, Mary, and Stacy	Schmidt	1801 West Jackson Avenue	Oxford	MS	38655	(662) 380-5253
*	Robert, Mary, and Stacy	Schmidt	TBD	Jackson	MS	TBD	(501) 362-4160
*	Robert, Mary, and Stacy	Schmidt	TBD	Meridian	MS	TBD	(501) 362-4160
*	Robert, Mary, and Stacy	Schmidt	TBD	Columbus	MS	TBD	(941) 221-9885
*	Robert, Mary, and Stacy	Schmidt	TBD	Greenwood	MS	TBD	(501) 362-4160
*	Robert, Mary, and Stacy	Schmidt	TBD	Greenville	MS	TBD	(941) 221-9885
*	Robert, Mary, and Stacy	Schmidt	TBD	Biloxi	MS	TBD	(870) 213-6242
*	Robert, Mary, and Stacy	Schmidt	TBD	Gulfport	MS	TBD	(501) 362-4160
*	Robert, Mary, and Stacy	Schmidt	TBD	Hattiesburg	MS	TBD	(501) 362-4160

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Robert, Mary, and Stacy	Schmidt	TBD	Laurel	MS	TBD	(870) 213-6242
*	Robert, Mary, and Stacy	Schmidt	TBD	Jackson	MS	TBD	(941) 221-9885
*	Robert, Mary, and Stacy	Schmidt	TBD	Meridian	MS	TBD	(501) 362-4160
*	Robert, Mary, and Stacy	Schmidt	TBD	Columbus	MS	TBD	(870) 213-6242
	Jigna	Patel	795 Goodman Road	Southaven	MS	38671	(662) 536-6022
	Jeffrey	Tobin	5385 South Virginia Dare Trail #1	Southern Shores	NC	27949	(252) 441-9996
	Devang	Desai	1856 West Arlington Boulevard	Greenville	NC	27834	(252) 215-2204
	Howard	Raphael	1028 Oberlin Drive, Suite 232	Raleigh	NC	27605	(919) 755-2222
	James and Paula	Bullock	8111 Creedmoor Road, Suite 157	Raleigh	NC	27613	(919) 803-5991
	Howard	Raphael	5311 South Miami Boulevard, Suite F	Durham	NC	27703	(919) 474-2233
	Joe Jr.	Goestchius	7100 S Croatan Hwy, Suite 82	Nags Head	NC	27959	(252) 255-1516
	Rylan	Miller	7790 North Point Blvd	Winston Salem	NC	27106	(336) 722-1300
	Everette Brown	Tenisha Patterson	601 S. Kings Drive Suite E 1	Charlotte	NC	28204	(980) 237-4813
	Rylan	Miller	1671-1A North Howe Street	Southport	NC	28461	(910) 363-4908
	Rylan	Miller	817 Bass Pro Lane	Cary	NC	27513	(919) 378-9333
	Rylan	Miller	3004 Wake Forest Road Suite 112	Raleigh	NC	27609	(919) 916-5190
	Rylan	Miller	2028 Kildaire Farm Road	Cary	NC	27511	(919) 977-9506
	Rylan	Miller	1385 Bradford View Drive	Cary	NC	27519	(919) 378-9859
	Rylan	Miller	228 Crossroads Boulevard	Cary	NC	27518	(919) 651-8379
	Rylan	Miller	2130-Q New Garden Road	Greensboro	NC	27410	(336) 763-2367
*	Brandon and Deena	Korman	2804 South College Road	Wilmington	NC	28412	(910) 769-3939
*	Brandon and Deena	Korman	130 Hays Lane Unit 130	Wilmington	NC	28411	(910) 821-8678
	Mark	Rein	1595 Glidewell Drive, Suite 107	Burlington	NC	27215	(336) 792-4118
	Gira	Patel	150 Andrews Road Suite 7	Fayetteville	NC	28311	(910) 630-1100
	Rylan	Miller	3860 John Gordon Lane	High Point	NC	27262	(336) 803-4643
	Rylan	Miller	1201 West Gate City Boulevard, Suite 121	Greensboro	NC	27403	(336) 763-4492
	Rylan	Miller	670 Saint George Square Court	Winston Salem	NC	27103	(336) 608-4330
	Carl	Brinkley III	5349 Ballantyne Commons Parkway Suite 400	Charlotte	NC	28277	(704) 246-8993
	Mark	Rein	1218 Bridford Parkway	Greensboro	NC	27407	(336) 793-4240

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Brandon and Deena	Korman	143 Poole Road Unit B	Belville	NC	28451	(910) 765-1144
*	Gira	Patel	3007 Town Center Drive Suite 130	Fayetteville	NC	28306	(910) 425-1087
*	Gira	Patel	1391 Walter Reed Road Suite 130	Fayettville	NC	28304	(910) 321-0196
*	Gira	Patel	1946 Skibo Road, Suite B	Fayettville	NC	28314	(910) 867-1332
*	Gira	Patel	TBD	Fayettville	NC	TBD	(910) 309-3279
	Vandita	Desai	501 North Berkeley Boulevard, Suite H	Goldsboro	NC	27534	(919) 947-5175
	Bakhtawar "Bill"	Singh	8948 JM Keynes Drive Suite 410	Charlotte	NC	28262	(919) 651-8379
	Brandon and Deena	Korman	TBD	Wilmington	NC	TBD	(516) 655-4010
	Vikas and Bhumi	Patel	2335 W. Roosevelt Blvd., Unit B	Monroe	NC	28110	(704) 261-3150
	Chilka and Kanaiyalal	Patel	2309 Matthews Township Suite 102	Matthews	NC	28105	(704) 841-1000
	Howard	Raphael	6679 Falls of Neuse Road Suite 101	Raleigh	NC	27615	(919) 879-2233
	Pravinkumar and Twinkle Patel	Daksheshkumar "Daks" Soni	5815 Highland Shoppes Drive Suite 200	Charlotte	NC	28269	(704) 626-6501
*	Mark	Rein	1009 Stadium Drive Suite 120	Wake Forest	NC	27587	(919) 371-4358
*	Mark	Rein	400 West Franklin Street, Suite 130	Chapel Hill	NC	27516	(919) 240-4452
*	Mark	Rein	TBD	Charlotte	NC	TBD	(919) 995-9803
	Vandita and Dave	Desai	740 West Firetower Road, Suite 101	Winterville	NC	28590	(252) 689-6881
*	James	Kirby Jr.	1829 Hendersonville Road	Asheville	NC	28803	(828) 575-9190
*	James	Kirby Jr.	TBD	Asheville	NC	TBD	(407) 516-5529
*	James	Kirby Jr.	TBD	Asheville	NC	TBD	(407) 516-5529
	James and Paula	Bullock	409 Village Walk Drive	Holly Springs	NC	27540	(919) 586-7130
	Howard	Raphael	20 Duke Medicine Circle	Durham	NC	27710	(919) 613-3995
	Amiee and Kevin	Smith	11318 N. Community House Road	Charlotte	NC	28277	(980) 207-3888
	James and Paula	Bullock	1553 US Highway 70	Garner	NC	27529	(919) 803-3040
	James and Paula	Bullock	1264 W. Williams Street	Apex	NC	27502	(919) 355-2522
*	Manan Shah	Shaishav Patel	3855 Conlon Way Ste. B	Elizabeth City	NC	27909	(252) 331-5949
*	Manan Shah	Shaishav Patel	TBD	Elizabeth City	NC	TBD	(267) 638-8444
	Jigar	Patel	TBD	Charlotte	NC	TBD	(856) 305-6299
	Felicia	Banks	1546 Highway 87	Cameron	NC	28326	(910) 568-0705
	Nikitaben	Patel	1421 Concord Pkwy North, Suite 40	Concord	NC	28025	(704) 787-9099

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	James and Paula	Bullock	4205 Corners Parkway, Suite 100	Raleigh	NC	27617	(919) 339-2739
	Cristina	Strasser	TBD	Concord	NC	TBD	(704) 705-5058
*	Nensi Pandya	Hetalben Dave	8121-C Kensington Drive	Waxhaw	NC	28173	(704) 256-3709
*	Nensi Pandya	Hetalben Dave	2040 Freeman Park Drive, Suite 105	Charlotte	NC	28273	(704) 595-3894
*	Nensi Pandya	Hetalben Dave	TBD	Charlotte	NC	TBD	(757) 537-0781
*	Nensi Pandya	Hetalben Dave	TBD	Charlotte	NC	TBD	(216) 224-2828
	Rylan	Miller	TBD	Winston Salem	NC	TBD	(224) 730-1839
	Reginald, Zenna, and Sierra	Foster	2240 Reilly Road, Building H-4512	Fort Bragg	NC	28307	(910) 491-4233
	Rhonda Renee Holly and Ronnie Darnell	Shanks	337 Sembler Lane	Cary	NC	27519	(919) 377-2320
*	Arne, Antonio, and Brittany	Morris	3101-107 Edwards Mill Road, Suite 107	Raleigh	NC	27612	(984) 200-5301
*	Arne, Antonio, and Brittany	Morris	1071 E. Broad Street	Fuquay-Varina	NC	27526	(919) 762-7507
*	Arne, Antonio, and Brittany	Morris	210 Hinton Oaks Boulevard, Suite 210B	Knightdale	NC	27545	(919) 373-0070
	Brandon and Deena	Korman	123-15 Smith Avenue	Shallotte	NC	28470	(910) 754-4800
	Jamila, Isaiah II and Isaac Jr.	Roland	614 East Dixie Drive	Asheboro	NC	27203	(336) 521-4185
	Reginald	Foster	5934 Ardennes Street	Fort Bragg	NC	28307	(910) 491-6354
	James and Paula	Bullock	10725 US-501	Southern Pines	NC	28387	(910) 684-8982
	Atul and Leena	Patel	3092 S. Horner Boulevard	Sanford	NC	27332	(919) 292-0038
	Howard	Raphael	6113 Capital Boulevard	Raleigh	NC	27616	(919) 890-5828
	Nikitaben	Patel	20130 West Catawba Avenue	Cornelius	NC	28031	(704) 997-8735
	Devang	Desai	TBD	Wilson	NC	TBD	(919) 321-1057
*	Brandon and Deena	Korman	TBD	Shallotte	NC	TBD	(516) 655-4010
*	Brandon and Deena	Korman	TBD	Jacksonville	NC	TBD	(516) 655-4010
	Stacey	Pugh	4015 Corning Place, Suite E1	Charlotte	NC	28216	(704) 503-9222
	James and Paula	Bullock	15 Eagle Wing Way	Garner	NC	27529	(919) 594-1798
*	Rylan	Miller	TBD	Forsyth and Guilford counties	NC	TBD	(224) 730-1839

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Rylan	Miller	TBD	Forsyth and Guilford counties	NC	TBD	(224) 730-1839
*	Rylan	Miller	TBD	Forsyth and Guilford counties	NC	TBD	(224) 730-1839
*	Rylan	Miller	TBD	Forsyth and Guilford counties	NC	TBD	(224) 730-1839
*	Rylan	Miller	TBD	Forsyth and Guilford Counties	NC	TBD	(224) 730-1839
*	Rylan	Miller	TBD	Forsyth and Guilford counties	NC	TBD	(224) 730-1839
	Vandita	Desai	511 Outlet Center Drive	Smithfield	NC	27577	(919) 938-8342
	Carl	Brinkley III	647 Brawley School Road, Suite 102	Mooresville	NC	28117	(704) 696-8867
	Dharmendra	Patel	TBD	Thomasville	NC	TBD	(704) 641-2637
	Carl	Brinkley III	TBD	Concord	NC	TBD	(704) 654-9097
	Pravinkumar and Deep Patel	Daksheshkumar "Daks" Soni	401 Cox Road, Suite 142	Gastonia	NC	28054	(704) 396-6904
*	Nikitaben	Patel	TBD	Harrisburg	NC	TBD	(704) 661-4708
*	Nikitaben	Patel	4493 School House Commons	Harrisburg	NC	28075	(704) 456-7375
	Sherita	Blue	1305 East Broad Avenue, Suite 20	Rockingham	NC	28379	(910) 434-8782
	Pravinkumar and Deep Patel	Daksheshkumar "Daks" Soni	TBD	Belmont	NC	TBD	(803) 470-8089
	Stacey	Pugh	TBD	Charlotte	NC	TBD	(704) 962-8644
*	Howard	Raphael	TBD	Henderson	NC	TBD	(919) 961-6181
*	Howard	Raphael	TBD	Rocky Mount	NC	TBD	(919) 961-6181
	Felicia	Banks	TBD	Lumberton	NC	TBD	(804) 405-6866
	Pravinkumar	Patel	TBD	Charlotte	NC	TBD	(803) 974-0291
*	James and Paula	Bullock	TBD	Raleigh	NC	TBD	(919) 924-9879
*	James and Paula	Bullock	TBD	Raleigh	NC	TBD	(919) 410-4666
*	James and Paula	Bullock	TBD	Raleigh	NC	TBD	(919) 410-4666
*	James and Paula	Bullock	TBD	Raleigh	NC	TBD	(919) 410-4666
*	James and Paula	Bullock	TBD	Raleigh	NC	TBD	(919) 410-4666
*	Sunitaben	Patel	TBD	Salisbury	NC	TBD	(704) 651-0466

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Sunitaben	Patel	TBD	Statesville	NC	TBD	(704) 651-0466
*	Arne and Antonio	Morris	TBD	Forestville	NC	TBD	(919) 880-1258
*	Arne and Antonio	Morris	TBD	Wendall Falls	NC	TBD	(919) 880-1258
	Ryan Seegar	James Hensyel	2424 13th Avenue South	Fargo	ND	58103	(701) 353-7683
	Ryan Seegar	James Hensyel	1650 45th Street South, Suite 123	Fargo	ND	58103	(701) 404-8995
	Ryan Seegar	James Hensyel	4010 South Washington Street, Suite 301	Grand Forks	ND	58201	(701) 757-0205
*	Lyle and Travis	Lutman	TBD	Bismarck	ND	TBD	(701) 370-0173
*	Lyle and Travis	Lutman	TBD	Bismarck	ND	TBD	(701) 370-0173
	Kaye	Wentz	7902 Towne Center Parkway #109	Papillion	NE	68046	(402) 614-9050
	Shawn	Williams	10215 South 168th Avenue, Suite 207	Omaha	NE	68136	(402) 504-9111
*	Cody, Trevor, and Lynsay	Luchsinger	2280 33rd Avenue, Suite 100	Columbus	NE	68601	(531) 230-1568
*	Cody, Trevor, and Lynsay	Luchsinger	TBD	Omaha	NE	TBD	(402) 910-0870
	Cody, Trevor, and Lynsay	Luchsinger	TBD	Omaha	NE	TBD	(402) 213-1757
	Pete and Tiffany	George	127 Market Place Blvd	Rochester	NH	3867	(603) 509-3000
	Pete and Tiffany	George	1600 Woodbury Avenue	Portsmouth	NH	3801	(603) 373-8478
	Jeffrey Burnham	Kathryn Miller	240 Loudon Road	Concord	NH	3301	(603) 333-2138
*	Glen and Christopher	Baker	655 South Willow Street	Manchester	NH	3103	(603) 600-5675
*	Glen and Christopher	Baker	120 Laconia Road	Tilton	NH	03276	(603) 802-5872
*	Glen and Christopher	Baker	TBD	Nashua	NH	TBD	(603) 627-5642
*	Pete and Tiffany	George	TBD	Dover	NH	TBD	(603) 767-6466
*	Glen and Christopher	Baker	TBD	Tilton	NH	TBD	(603) 627-5642
*	Glen and Christopher	Baker	TBD	Keene	NH	TBD	(603) 627-5642
	Glen and Christopher	Baker	TBD	Derry	NH	TBD	(603) 627-5642
	Glen and Christopher	Baker	TBD	Salem	NH	TBD	(603) 627-5642
	Glen and Christopher	Baker	TBD	Epping	NH	TBD	(603) 627-5642
	Hiren Patel, Satyen Shah	Komal Kalariya, Setu Kalaria	2222 Route 33 Store G	Hamilton	NJ	8690	(609) 981-7012

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Guniyal Pandit	Kaushik Joshi	645 Nassau Park Boulevard	Princeton	NJ	8540	(609) 454-5269
	Christopher "Chris" and Wendy	Strutt	280 Eisenhower Parkway	Livingston	NJ	7039	(973) 486-6231
	James	McCaffrey	521A Berlin-Cross Keys Road	Sicklerville	NJ	8081	(856) 259-2936
	Wendy and Christoph "Chris"	Strutt	191 East Hanover Avenue, B5	Morristown	NJ	07960	(973) 944-2812
	Al	Saverino	TBD	Hillsborough	NJ	TBD	(908) 268-4267
	Gregory	Sutton	1271 Springfield Avenue	New Providence	NJ	07974	(908) 574-3330
	Steven and Whitney Dawes	James and Kelly McCaffrey	785 A North Delsea Drive	Glassboro	NJ	8028	(856) 553-6626
	Amit and Bhavin	Kothari	1644 Route 22	Watchung	NJ	07069	(908) 222-4095
*	Lawrence "Larry" Lauer	Daniel "Dan" Murray	490 Route 23 North, Unit B4	Pompton Plains	NJ	7444	(201) 787-8236
*	Lawrence "Larry" Lauer	Daniel "Dan" Murray	TBD	Bergen County	NJ	TBD	(213) 280-9045
*	Lawrence "Larry" Lauer	Daniel "Dan" Murray	TBD	Bergen County	NJ	TBD	(213) 280-9045
*	Lawrence "Larry" Lauer	Daniel "Dan" Murray	TBD	Bergen County	NJ	TBD	(201) 787-8236
	Rahul and Vineeta	Singh	TBD	Plainfield	NJ	TBD	(703) 909-5955
	Fernando and Ji-Youn	Sousa	3317 Route 9	Freehold	NJ	07728	(732) 377-2454
*	Ji-Youn Sousa	Fernando Sousa III	TBD	Manalapan Township	NJ	TBD	(316) 789-5985
*	Ji-Youn Sousa	Fernando Sousa III	TBD	Englishtown	NJ	TBD	(316) 789-5985
*	Al	Saverino	TBD	Flemington	NJ	TBD	(908) 268-4267
*	Al	Saverino	TBD	Woodbridge	NJ	TBD	(908) 268-4267
*	Al	Saverino	TBD	Basking Ridge	NJ	TBD	(908) 268-4267
*	Al	Saverino	TBD	Flemington	NJ	TBD	(908) 268-4267
*	Al	Saverino	TBD	Bridgewater	NJ	TBD	(908) 268-4267
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel	Harsh Amin and Amit Shah	TBD	Cherry Hil	NJ	TBD	(302) 377-3467
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel	Harsh Amin and Amit Shah	TBD	Cherry Hill	NJ	TBD	(302) 598-8965

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel	Harsh Amin and Amit Shah	TBD	Cherry Hill	NJ	TBD	(908) 472-3410
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel	Harsh Amin and Amit Shah	TBD	Cherry Hill	NJ	TBD	(217) 412-1938
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel	Harsh Amin and Amit Shah	TBD	Cherry Hills	NJ	TBD	(217) 412-1938
*	Kent	Speedy	TBD	Toms River	NJ	TBD	(732) 278-9684
*	Kent	Speedy	TBD	Brick	NJ	TBD	(732) 278-9684
	Ashwinee Kumar and Neelam	Singh	TBD	Union	NJ	TBD	(301) 254-1290
	Amit	Sehgal	TBD	Edison	NJ	TBD	(631) 574-7700
	Jay	Sorathiya	TBD	Jersey City	NJ	TBD	(551) 580-9234
	Christopher and Wendy	Strutt	TBD	Wall Township	NJ	TBD	(973) 418-6421
*	Hiren	Patel	TBD	Clark	NJ	TBD	(973) 342-1421
*	Hiren	Patel	TBD	Englewood	NJ	TBD	(973) 342-1421
*	Hiren	Patel	TBD	Montcliar	NJ	TBD	(973) 342-1421
*	Hiren	Patel	TBD	Rutherford	NJ	TBD	(973) 342-1421
*	Hiren	Patel	TBD	Clifton	NJ	TBD	(973) 342-1421
*	Hiren	Patel	TBD	West Caldwell	NJ	TBD	(973) 342-1421
*	Hiren	Patel	TBD	Clark	NJ	TBD	(973) 342-1421
*	Auvni N. Patel	Ilene B. Pardon	TBD	Princeton	NJ	TBD	(732) 692-3498
*	Auvni N. Patel	Ilene B. Pardon	TBD	East Brunswick	NJ	TBD	(732) 610-5783
*	Auvni N. Patel	Ilene B. Pardon	TBD	South Brunswick	NJ	TBD	(732) 610-5783
*	Auvni N. Patel	Ilene B. Pardon	TBD	Howell	NJ	TBD	(732) 692-3498
	Anu Maheshwari	Jignesh Amin	TBD	Jersey Park	NJ	TBD	(551) 208-4344
*	Vimit	Patel	TBD	Mays Landing	NJ	TBD	(609) 742-3067
*	Vimit	Patel	TBD	Egg Harbor Township	NJ	TBD	(609) 742-3067
*	Marc Camp	Brian Driber	TBD	Roxbury	NJ	TBD	(973) 476-3136
*	Marc Camp	Brian Driber	TBD	Hackettstown	NJ	TBD	(973) 476-3136

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Parth and Jaymin Amin	Chintan and Varun Patel	TBD	Warren	NJ	TBD	(609) 937-2646
	Parth and Jaymin Amin	Chintan and Varun Patel	TBD	Somerset	NJ	TBD	(609) 937-2646
	Parth and Jaymin Amin	Chintan and Varun Patel	TBD	Old Bridge	NJ	TBD	(848) 219-6925
	Parth and Jaymin Amin	Chintan and Varun Patel	TBD	Edison	NJ	TBD	(732) 857-5098
*	Jay and Prashant Parikh	NirdeshDesai	TBD	Parsippany-Troy Hills	NJ	TBD	(201) 323-6355
*	Jay and Prashant Parikh	NirdeshDesai	TBD	Wyckoff	NJ	TBD	(862) 216-8092
	Jatin	Patel	TBD	North Brunswick	NJ	TBD	(201) 888-7659
*	Manthan	Dharia	TBD	Union	NJ	TBD	(732) 689-0063
*	Manthan	Dharia	TBD	Princeton	NJ	TBD	(732) 689-0063
*	Manthan	Dharia	TBD	Branchburg	NJ	TBD	(732) 689-0063
	Naimish	Patel	TBD	East Windsor	NJ	TBD	(732) 983-8976
	Naimish	Patel	TBD	Ewing Township	NJ	TBD	(732) 983-8976
	Naimish	Patel	TBD	Howell	NJ	TBD	(732) 983-8976
	Kent	Speedy	TBD	Stafford Township	NJ	TBD	(732) 278-9684
*	Hemanta Thakur	Vineeta and Rahul Singh	TBD	Newark	NJ	TBD	(202) 256-3448
*	Hemanta Thakur	Vineeta and Rahul Singh	TBD	Kearny	NJ	TBD	(703) 862-5677
	David Rich	David Brown	TBD	Manalapan	NJ	TBD	(732) 682-6824
	Ashish A., Biren and Ashish S.	Patel	TBD	Dover	NJ	TBD	(609) 997-4333
*	Jacob and Nathan	Miller	9935 Coors Boulevard Bypass NW Suite D	Albuquerque	NM	87114	(505) 899-2233
*	Jacob and Nathan	Miller	6400 Holly Avenue Suite D	Albuquerque	NM	87113	(505) 200-2727
*	Jacob and Nathan	Miller	3715 Las Estancias Way SW Suite 109	Albuquerque	NM	87121	(505) 312-7248
*	Jacob and Nathan	Miller	TBD	Albuquerque	NM	TBD	(970) 739-4122

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Jacob and Nathan	Miller	TBD	Albuquerque	NM	TBD	(480) 452-3022
	Paula Flores and Kaleb	Warnock	TBD	Las Cruces	NM	TBD	(915) 630-0524
	Warren	Thompson	700 Park Avenue Norfolk State University	Norfolk	VA	23504	(757) 823-8342
	Eric	Persson	10612 South Eastern Avenue, Suite C	Henderson	NV	89052	(702) 616-1931
	Ann Chung	Eric Persson	10260 Charleston Boulevard	Las Vegas	NV	89135	(702) 869-0603
	Eric	Persson	4990 West Flamingo Road	Las Vegas	NV	89103	(702) 873-7289
	Eric	Persson	9882 S Maryland Parkway Suite 100	Las Vegas	NV	89183	(702) 463-8524
	Eric	Persson	7291 South Eastern Avenue Suite 1K	Las Vegas	NV	89119	(702) 450-1931
	Eric	Persson	3390 Novat Street #110	Las Vegas	NV	89128	(702) 531-1931
	Eric	Persson	10670 Southern Highlands Parkway #100	Las Vegas	NV	89141	(702) 586-1931
	Eric	Persson	7375 South Durango Drive #107	Las Vegas	NV	89113	(702) 262-5515
	Bharti Sharma	Ramesh Piplani	6350 West Charleston Boulevard, Suite 130	Las Vegas	NV	89146	(702) 304-1931
	Zarko Stojanovski, Mark Lukachko	Magdalena Iankova	7660 West Cheyenne Avenue Suite 121	Las Vegas	NV	89129	(702) 365-1931
	Eric	Persson	76 West Horizon Ridge Parkway Suite 120	Henderson	NV	89015	(702) 992-0570
	Eric	Persson	7580 South Las Vegas Boulevard Suite 100	Las Vegas	NV	89123	(702) 257-1931
	Eric	Persson	6360 Simmons Street, Suite 105	North Las Vegas	NV	89031	(702) 202-6625
	Eric	Persson	6555 South Jones Boulevard #110	Las Vegas	NV	89118	(702) 247-6208
	Eric	Persson	9773 West Flamingo Road Suite 100	Las Vegas	NV	89147	(702) 242-1931
	Eric	Persson	4262 Blue Diamond Road #103	Las Vegas	NV	89139	(702) 629-3692
	Mark	Lukachko	8426 Farm Road Suite 150	Las Vegas	NV	89131	(702) 818-4228
	Eric	Persson	445 West Craig Road Suite 103	North Las Vegas	NV	89032	(702) 489-8000
	Eric	Persson	3578 St. Rose Parkway Trail, Suite 100	Henderson	NV	89052	(720) 463-8303

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Eric	Persson	621 Stephanie Street	Henderson	NV	89014	(702) 436-5599
	Eric	Persson	3595 East Bonanza Road Suite 110	Las Vegas	NV	89110	(702) 550-4911
	Eric	Persson	745 South Green Valley Parkway Suite #100	Henderson	NV	89052	(702) 565-0112
	Eric	Persson	3565 Rainbow Boulevard	Las Vegas	NV	89147	(702) 269-5443
	Mark	Lukachko	4503 Paradise Road #310	Las Vegas	NV	89169	(725) 251-6551
*	Mark Lukachko, Zarko Stojanovski	Magdalena Iankova	9630 W Skye Canyon Park Drive, Suite 190	Las Vegas	NV	89166	(702) 798-0021
*	Zarko Stojanovski, Mark Lukachko	Magdalena Iankova	TBD	Las Vegas	NV	TBD	(702) 524-6524
*	Zarko Stojanovski, Mark Lukachko	Magdalena Iankova	TBD	Las Vegas	NV	TBD	(917) 601-3340
	Laura Jankowski	Marco Dalessandro	532 Larkfield Road	East Northport	NY	11731	(631) 486-4455
	Harshil, Hardik, Avadhesh, and Vimalsaran	Patel	137 Centereach Mall	Centereach	NY	11720	(631) 981-8767
	Stephen	Brojer	267 Middle Country Road	Selden	NY	11784	(631) 696-4780
	Ja Yoon Lee	Jeon Min Jo	285 South Broadway Unit 9	Hicksville	NY	11801	(516) 827-1234
	Min Joong	Kim	3519B Hempstead Turnpike	Levittown	NY	11756	(516) 731-0399
	Laura Jankowski	Marco Dalessandro	5120 Nesconset Highway	Port Jefferson Station	NY	11776	(631) 509-5800
	Rajul	Shah	61 Wall Street	Huntington Village	NY	11743	(631) 424-8767
	Tiffany Wirth	Susanne Wanser	499-83 Sunrise Highway	Patchogue	NY	11772	(631) 569-4020
	Thomas	Diamond	567-B East Main Street	Bay Shore	NY	11706	(631) 969-5636
	Harshil, Hardik, Avadhesh, and Vimalsaran	Patel	32 East Main Street	Smithtown	NY	11787	(631) 656-9555
	Laura Jankowski	Marco Dalessandro	1936 Deer Park Avenue	Deer Park	NY	11729	(631) 940-9038
	Susanne	Wanser	428 Wheeler Road	Hauppauge	NY	11788	(631) 761-6744
	Patricia O'Brien	Stephen Brojer	18 Jericho Turnpike	Commack	NY	11725	(631) 923-2929
	Laura and Walter	Jankowski	356 Jericho Turnpike	Syosset	NY	11791	(516) 802-4144
	Laura	Jankowski	2014 Merrick Road	Merrick	NY	11566	(516) 632-9710

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Dylan and Jonathan	Perlman	4946 Merrick Road	Massapequa	NY	11762	(516) 308-7430
	Sanjay	Sehgal	11 Old Shore Road	Port Washington	NY	11050	(516) 441-5150
	Frank	Mirabella	1650 Richmond Avenue	Staten Island	NY	10314	(718) 524-4006
	Na Lu, Suqing Zhang	Shuai Sun	55 Old Country Road	Carle Place	NY	11514	(516) 414-0989
	Dylan and Jonathan	Perlman	228 Airport Plaza Boulevard	Farmingdale	NY	11735	(631) 500-9559
	Ammar	Saleh	1407 Forest Avenue	Staten Island	NY	10302	(315) 400-3300
*	Frank	Mirabella	2656 Hylan Blvd Suite 170	Staten Island	NY	10306	(718) 667-1266
*	Frank	Mirabella	7001 Amboy Road	Staten Island	NY	10307	(718) 227-2337
	James	Breidenstein	4900 Transit Road	Depew	NY	14043	(716) 671-8008
	Dylan and Jonathan	Perlman	27 E Sunrise Highway	Lindenhurst	NY	11757	(631) 412-3037
	Laura Jankowski	Marco Dalessandro	TBD	New York	NY	TBD	(631) 807-8358
	Na Lu	Aiju Yin	1326 Broadway	Hewlett	NY	11557	(516) 806-2578
	Ashish Marchawala	Kushal Patel	2339 Jerico Turnpike	New Hyde Park	NY	11040	(516) 280-2026
	Christopher and Karen	Bonanno	217 North Country Road	Rocky Point	NY	11778	(631) 209-1875
	Andrew	Green	474 Hempstead Turnpike, Unit 6A	West Hempstead	NY	11552	(516) 427-5109
*	Laura	Jankowski	999 Montauk Highway, Unit 25	Shirley	NY	11967	(631) 657-7944
*	Laura	Jankowski	100 Village Square Suite 140	Glen Cove	NY	11542	(516) 893-1703
*	Laura	Jankowski	494 Union Boulevard	West Islip	NY	11795	(631) 314-4942
*	Laura	Jankowski	1080 Country Road	Riverhead	NY	11901	(631) 203-6800
*	Laura Jankowski	Marco D'Alessandro	127 Alexander Avenue	Lake Grove	NY	11755	(631) 533-0374
	James	Breidenstein	8100 Transit Road, Suite 200	Williamsville	NY	14221	(716) 428-3981
	Zeb	Ali	41-19 Bell Boulevard	Bayside	NY	11361	(347) 502-7033
	Saumil Dalal, Disha Patel	Swati Gandhi	100 Marketplace Drive, Suite 110	Rochester	NY	14623	(585) 612-3333
*	Mark and Rick Bartlett	Roger Wagner	165 Cobblestone Court Drive	Victor	NY	14564	(585) 678-9520
*	Mark and Rick Bartlett	Roger Wagner	4797 Commercial Drive, Suite 100	New Hartford	NY	13413	(315) 922-7609
*	Mark and Rick Bartlett	Roger Wagner	927 Holt Road	Webster	NY	14580	(585) 872-1975
*	Mark and Rick Bartlett	Roger Wagner	1405 East Ridge Road	Irondequoit	NY	14621	(585) 270-8744
*	Mark and Rick Bartlett	Roger Wagner	TBD	Syracuse	NY	TBD	(315) 463-7181
*	Mark and Rick Bartlett	Roger Wagner	TBD	Syracuse	NY	TBD	(315) 744-0316
*	Mark and Rick Bartlett	Roger Wagner	7987 Brewerton Road	Cicero	NY	13039	(315) 288-4551

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Mark and Rick Bartlett	Roger Wagner	TBD	New Hartford	NY	TBD	(315) 463-7181
*	Laura	Jankowski	498 Walt Whitman Road	Melville	NY	11747	(631) 228-8246
*	Laura	Jankowski	TBD	Long Island	NY	TBD	(631) 807-8358
*	Laura	Jankowski	TBD	Long Island	NY	TBD	(631) 807-8358
*	Laura	Jankowski	TBD	Long Island	NY	TBD	(631) 807-8358
*	Laura	Jankowski	TBD	Long Island	NY	TBD	(631) 807-8358
*	Karan Singh	Andy Panwar	TBD	Greenvale	NY	TBD	(917) 816-7329
*	Karan Singh	Andy Panwar	TBD	Great Neck Plaza	NY	TBD	(917) 816-7329
*	Karan Singh	Andy Panwar	TBD	Island Park	NY	TBD	(917) 647-8000
*	Karan Singh	Andy Panwar	TBD	Queens	NY	TBD	(917) 816-7329
*	Karan Singh	Andy Panwar	TBD	Queens	NY	TBD	(917) 647-8000
	Katherine Filak	Eric Traditi	3141 E Main Street, Suite 28	Mohegan Lake	NY	10547	(914) 603-3307
	Zeb	Ali	31-49 Steinway Street	Astoria	NY	11103	(347) 649-1920
	Saumil Dalal, Disha Patel	Swati Gandhi	8363 Lewiston Road	Batavia	NY	14020	(585) 286-1757
*	Andrew	Green	259-15A Union Turnpike	Glen Oaks	NY	11004	(929) 380-5692
*	Andrew	Green	TBD	Queens	NY	TBD	(917) 941-7070
*	Andrew	Green	TBD	Brooklyn	NY	TBD	(917) 941-7070
*	Saumil Dalal, Disha Patel	Swati Gandhi	TBD	Ithaca	NY	TBD	(585) 662-9229
*	Saumil Dalal, Disha Patel	Swati Gandhi	TBD	Batavia	NY	TBD	(585) 362-3280
*	Saumil Dalal, Disha Patel	Swati Gandhi	TBD	Binghamton	NY	TBD	(585) 362-3280
*	James	Breidenstein	TBD	Buffalo	NY	TBD	(716) 395-1055
*	James	Breidenstein	3611 Delaware Avenue, Suite 200	Tonawanda	NY	14223	(716) 248-1212
*	James	Breidenstein	3670 South McKinley Parkway	Bladsdell	NY	14219	(716) 248-1506
*	James	Breidenstein	TBD	Buffalo	NY	TBD	(716) 395-1055
	Mark and Rick Bartlett	Roger Wagner	TBD	Watertown	NY	TBD	(315) 463-7181
*	Zeb	Ali	TBD	Brooklyn	NY	TBD	(347) 761-9720
*	Zeb	Ali	TBD	Brooklyn	NY	TBD	(347) 761-9720
*	Zeb	Ali	TBD	Brooklyn	NY	TBD	(347) 761-9720

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Zeb	Ali	TBD	Brooklyn	NY	TBD	(347) 761-9720
*	Zeb	Ali	TBD	Brooklyn	NY	TBD	(347) 761-9720
*	Christopher and Karen	Bonanno	TBD	Bohemia	NY	TBD	(631) 838-6559
*	Christopher and Karen	Bonanno	TBD	Hampton Bays	NY	TBD	(631) 838-6559
	Ashish Marchawala	Kushal Patel	TBD	New York	NY	TBD	(917) 324-0074
	Ramilaben "Roma" and Ankit	Patel	988 Miamisburg Centerville	Centerville	OH	45459	(937) 291-9250
	Doug	Ruggles	2642 Colonel Glenn Highway	Fairborn	OH	45324	(937) 429-1519
	Jatin and Sureshkumar "Suresh"	Patel	6241 Far Hills Avenue	Centerville	OH	45459	(937) 434-8699
	William and Julie	Munson	1385 Conant Street, Suite E	Maumee	OH	43537	(419) 893-2100
	Ekadashi, Tejendrakumar, and Varshaben	Patel	2307 Far Hills Avenue	Dayton	OH	45419	(937) 395-3525
	Doug	Ruggles	3195 Dayton-Xenia Road, Suite 770	Beavercreek	OH	45434	(937) 426-8767
	Shaun, William, Kevin, Julie, and Eric	Munson	10090 Old U.S. 20	Rossford	OH	43460	(419) 874-1800
	Dr. Suresh	Gupta	6221 Old Troy Pike Parkway	Huber Heights	OH	45424	(937) 235-8630
	Tim	Poulos	233 East Home Road	Springfield	OH	45503	(937) 342-1883
	Shaun, William, Julie, and Eric	Munson	5221 Monroe Street Suite E	Toledo	OH	43623	(419) 517-0044
	Sureshkumar "Suresh"	Patel	11255 Reed Hartman Highway Suite D	Blue Ash	OH	45242	(513) 832-1984
	Shaun, William, Julie, and Eric	Munson	510 East Wooster Avenue	Bowling Green	OH	43402	(419) 819-4452
	Shaun, William, Julie, Angelia and Eric	Munson	7427 W Central Avenue	Toledo	OH	43617	(567) 408-7650
*	Michelle	Parsons	1790 Tiffin Avenue	Findlay	OH	45840	(419) 422-5500
*	Michelle	Parsons	TBD	Fremont	OH	TBD	(419) 262-1404
	Sureshkumar "Suresh"	Patel	720 Eastgate South Drive Suite 200	Cincinnati	OH	45245	(513) 752-3525
	Julie, William, Shaun, and Eric	Munson	1601 Clinton Street	Defiance	OH	43512	(419) 980-7729

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Hani	Hallounn	5159 Dressler Road NW	Canton	OH	44718	(330) 639-1199
	Sureshkumar "Suresh" and Sunil	Patel	5615 Wilmington Pike	Centerville	OH	45440	(937) 449-0000
	Heena	Patel	8928 Lyra Drive	Columbus	OH	43240	(614) 505-8689
	Tim	Poulos	2309 S. Main St	Troy	OH	45373	(937) 703-1418
*	Sureshkumar "Suresh"	Patel	3364 Madison Road	Cincinnati	OH	45209	(513) 620-8606
*	Sureshkumar "Suresh"	Patel	8467 Beechmont Avenue	Cincinnati	OH	45255	(513) 720-9085
*	Sureshkumar "Suresh"	Patel	10689 Loveland Madeira Road	Loveland	OH	45140	(513) 239-5929
	Sureshkumar "Suresh" and Ramilaben "Roma"	Patel	5271 Kings Mill Road, Suite G	Mason	OH	45040	(513) 492-8886
*	Stephanie and Trevor	Strange	17818 Royalton Road, Unit 110	Strongsville	OH	44136	(440) 783-1213
*	Stephanie and Trevor	Stange	17857 Bagley Road	Middleburg Heights	OH	44130	(440) 973-7168
*	Stephanie and Trevor	Stange	TBD	Cleveland	OH	TBD	(586) 764-6671
*	Kevin, Brian, Robert and Michael Couchman	Miles Vamvas, Marc Batalino	7360 SR 161	Plain City	OH	43064	(614) 504-5192
*	Kevin, Brian, Robert and Michael Couchman	Miles Vamvas, Marc Batalino	4740 Reed Road	Columbus	OH	43220	(614) 914-5178
*	Kevin, Brian, Robert and Michael Couchman	Miles Vamvas, Marc Batalino	53 West Wilson Bridge Drive	Worthington	OH	43085	(614) 396-8796
*	Kevin, Brian, Robert and Michael Couchman	Miles Vamvas, Marc Batalino	TBD	Columbus	OH	TBD	(586) 531-2087
*	Kevin, Brian, Robert and Michael Couchman	Miles Vamvas, Marc Batalino	6547 Artesian Run, Suite 160	Delaware	OH	43035	(614) 417-4343
*	Kevin, Brian, Robert and Michael Couchman	Miles Vamvas, Marc Batalino	TBD	Columbus	OH	TBD	(586) 321-9789
	Joel Karg	David Beckett	5792 North Hamilton Rd St G	Columbus	OH	43230	(614) 939-9100
	Hicham	Bazzi	1202 Unit B Alexis Road	North Toledo	OH	43612	(567) 315-8809
*	Patrick	Mavrakis	TBD	Kent	OH	TBD	(260) 564-0495
*	Patrick	Mavrakis	TBD	Cuyahoga Falls	OH	TBD	(260) 564-0495
*	Kevin, Brian, Robert, and Michael Couchman	Miles Vamvas, Marc Batalino	9733-E Sawmill Parkway	Powell	OH	43065	(614) 389-5006

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Kevin, Brian, Robert and Michael Couchman	Miles Vamvas, Marc Batalino	TBD	Columbus	OH	TBD	(586) 524-6469
	Vaibhav and Rutvik	Patel	36050 Detroit Road, Suite E	Avon	OH	44011	(440) 695-1041
	Hani	Halloun	2012 Portage Trail	Cuyahoga Falls	OH	44223	(234) 678-3651
	Hani	Halloun	1005 East Main Street, Suite B	Kent	OH	44240	(234) 233-1012
	Heena	Patel	4038 Morse Crossing	Columbus	OH	43219	(614) 532-5319
	Mit and Sureshkumar "Suresh"	Patel	52 Founders Drive	Springboro	OH	45066	(937) 550-4612
	Sureshkumar "Suresh", Ankit,	Ramilaben "Roma", and Saurabh Patel	9037 Union Centre Blvd.	West Chester Township	OH	45069	(513) 330-6866
	Vaishnavi Khatri	Ronak Patek	6008 Glenway Avenue, Suite 30A	Cincinnati	OH	45211	(513) 834-7682
	Ankit, Ramilaben "Roma" and Ashish	Patel	TBD	Cinncinatti	OH	TBD	(513) 816-3745
	Heena	Patel	TBD	Columbus	OH	TBD	(201) 221-6089
	Heena	Patel	1778 Stringtown Road, Unit 14	Grove City	OH	43123	(614) 277-8173
	Anilkumar and Ekadashi	Patel	TBD	Cinncinatti	OH	TBD	(309) 287-6066
*	Joel	Karg	TBD	Newark	OH	TBD	(614) 226-9862
*	Joel	Karg	TBD	Heath	OH	TBD	(614) 226-9862
	Joel Karg	David Beckett	TBD	Marysville	OH	TBD	(614) 374-4878
	Joel Karg	David Beckett	1100 Sunbury Road, Suite 802	Delaware	OH	43015	(740) 990-0105
*	Ramilaben "Roma", Ankit, and	Sureshkumar "Suresh" Patel	1064 State Route 28	Milford	OH	45150	(513) 444-4117
*	Ramilaben "Roma", Ankit, and	Sureshkumar "Suresh" Patel	9321 South Mason-Montgomery Road	Mason	OH	45040	(513) 492-7171
*	Ramilaben "Roma", Ankit, and	Sureshkumar "Suresh" Patel	214 Calhoun Street	Cincinnati	OH	45219	(513) 975-0067
*	Ramilaben "Roma", Ankit, and	Sureshkumar "Suresh" Patel	6862 Liberty Drive	Liberty Township	OH	45044	(513) 644-2672
*	Ramilaben "Roma", Ankit, and	Sureshkumar "Suresh" Patel	TBD	Cincinnati	OH	TBD	(513) 720-9085
*	Ramilaben "Roma", Ankit, and	Sureshkumar "Suresh" Patel	6775 Dixie Highway, Suite E	Fairfield	OH	45014	(513) 330-5513

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Ramilaben "Roma", Ankit, and	Sureshkumar "Suresh" Patel	TBD	Cincinnati	OH	TBD	(513) 720-9905
	Shilpaben "Shilpa", Shubh, and Rahi	Patel	2889 Joseph Drive, Suite A	Fairfield Township	OH	45011	(201) 496-9036
*	Kameron Wade	D'Juan Armstead	2156 E Main Street	Bexley	OH	43209	(614) 372-5931
*	Kameron Wade	D'Juan Armstead	TBD	Reynoldsburg	OH	TBD	(614) 432-9318
*	Kameron Wade	D'Juan Armstead	TBD	Canal Winchester	OH	TBD	(240) 477-0282
	Ekadashi, Meet, and Bhupendrakumar	Patel	1570 Harding Highway	Lima	OH	45804	(567) 712-2051
	Kevin, Michael, Robert, and Brian	Couchman	426 South Miller Drive	Sunbury	OH	43074	(740) 936-9006
*	Pradip and Harsh	Patel	TBD	Oxford	OH	TBD	(856) 905-8821
*	Pradip and Harsh	Patel	TBD	Harrison	OH	TBD	(856) 905-4211
*	Vaibhav	Patel	TBD	Westlake	OH	TBD	(440) 530-8401
*	Vaibhav and Rutvik	Patel	TBD	Lorain	OH	TBD	(440) 530-0524
*	Gaurav Aggarwal	Dinesh Agrawal	35535 Euclid Avenue #12	Willoughby	OH	44094	(440) 527-8112
*	Gaurav Aggarwal	Dinesh Agrawal	TBD	Boardman	OH	TBD	(814) 880-5288
*	Gaurav Aggarwal	Dinesh Agrawal	TBD	Boardman	OH	TBD	(832) 875-5900
*	Gaurav Aggarwal	Dinesh Agrawal	TBD	Warren	OH	TBD	(814) 880-5288
*	Gaurav Aggarwal	Dinesh Agrawal	48 Boardman Poland Road	Boardman	OH	44512	(234) 287-6936
*	Gaurav Aggarwal	Dinesh Agrawal	TBD	Warren	OH	TBD	(832) 875-5900
	Venkatasiva Siva Surya Prasad (Surya)	Basava	TBD	Wilmington	OH	TBD	(859) 421-0716
	Jan Schneider, Stefanie Tahedl-Schneider	Tiffany Reese	2390 Sean Drive	Freemont	OH	43420	(567) 314-0025
	Vaishnavi Khatri	Ronak Pate1	TBD	Dent	OH	TBD	(513) 501-6983
*	Vaishnavi Khatri	Anilkumar Lukhi	1248 Columbus Avenue Suite 11	Lebanon	OH	45036	(513) 934-7034
*	Vaishnavi Khatri	Anilkumar Lukhi	TBD	Lebanon	OH	TBD	(513) 405-9860
*	Shridhar (Peter)	Patel	TBD	Strongsville	OH	TBD	(216) 337-8230
*	Shridhar (Peter)	Patel	TBD	Cleveland	OH	TBD	(216) 337-8230
*	Shridhar (Peter)	Patel	TBD	Cleveland	OH	TBD	(216) 337-8230
	Neha and Ashish	Patel	TBD	Sidney	OH	TBD	(478) 955-8625

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Tapan and Nilay	Patel	TBD	Cleveland	OH	TBD	(440) 364-0555
*	Tapan and Nilay	Patel	TBD	Cleveland	OH	TBD	(216) 303-1374
*	Tapan and Nilay	Patel	TBD	Cleveland	OH	TBD	(216) 303-1374
*	Tapan and Nilay	Patel	TBD	Cleveland	OH	TBD	(440) 364-0555
*	Tapan and Nilay	Patel	TBD	Cleveland	OH	TBD	(216) 303-1374
*	Tapan and Nilay	Patel	TBD	Cleveland	OH	TBD	(440) 364-0555
*	Gaurav Aggarwal	Dinesh Agrawal	TBD	Cleveland	OH	TBD	(814) 880-5288
*	Gaurav Aggarwal	Dinesh Agrawal	TBD	Cleveland	OH	TBD	(832) 875-5900
*	Gaurav Aggarwal	Dinesh Agrawal	TBD	Cleveland	OH	TBD	(814) 880-5288
*	Gaurav Aggarwal	Dinesh Agrawal	TBD	Cleveland	OH	TBD	(814) 880-5288
	Kelly	Parkhurst	TBD	Cleveland	OH	TBD	(419) 307-1542
	Ramilaben "Roma" and Ankit	Patel	TBD	Ameila	OH	TBD	(513) 720-9085
	Glen Johnson	Nicholas "Nick" Crouch	7460 South Olympia Avenue	Tulsa	OK	74132	(918) 814-8080
	Tasha and Joe	Stefantos	3131 West Memorial Road, Suite A	Oklahoma City	OK	73134	(405) 753-5454
	Nicole and Timothy	Smallwood	1717 North Peoria Avenue	Tulsa	OK	74106	(918) 728-6229
	Glen Johnson	Nicholas "Nick" Crouch	4925 East 21st Street	Tulsa	OK	74114	(918) 814-8080
	Glen Johnson	Nicholas "Nick" Crouch	7141 South Western Avenue, Suite A	Oklahoma City	OK	73139	(405) 702-7762
	Glen Johnson	Nicholas "Nick" Crouch	2101 Riverwalk Drive	Moore	OK	73160	(405) 799-2698
	Glen Johnson	Nicholas "Nick" Crouch	501 South Van Buren Street	Enid	OK	73703	(580) 237-3983
	Glen Johnson	Nicholas "Nick" Crouch	2162 24th Avenue NW	Norman	OK	73069	(405) 928-5363
	Glen Johnson	Nicholas "Nick" Crouch	1202 North Boomer Road	Stillwater	OK	74075	(405) 743-2929
	Glen Johnson	Nicholas "Nick" Crouch	1751 Garth Brooks Boulevard, #100	Yukon	OK	73099	(405) 265-3002
	Glen Johnson	Nicholas "Nick" Crouch	156 12th Ave SE	Norman	OK	73071	(405) 801-2232

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Glen Johnson	Nicholas "Nick" Crouch	1204 NW Sheridan Road	Lawton	OK	73505	(580) 713-5262
	Glen Johnson	Nicholas "Nick" Crouch	10140 East 71st Street, Suite A	Tulsa	OK	74133	(918) 940-7669
	Glen Johnson	Nicholas "Nick" Crouch	10826 S Memorial Drive	Tulsa	OK	74133	(918) 289-0263
	Glen Johnson	Nicholas "Nick" Crouch	1732 NW 82nd Street	Lawton	OK	73505	(580) 952-8576
	Glen Johnson	Nicholas "Nick" Crouch	874 East Hillside Drive Suite A	Broken Arrow	OK	74012	(918) 355-0017
*	Rakesh, Amish, and Rohit	Patel	7307 North MacArthur Boulevard Unit 100	Oklahoma City	OK	73132	(405) 603-7600
*	Rakesh, Amish, and Rohit	Patel	2324 S Air Depot Boulevard	Midwest City	OK	73110	(405) 455-5120
	Glen Johnson	Nicholas "Nick" Crouch	7800 North May Avenue, Suite A	Oklahoma City	OK	73116	(405) 847-8678
	Dalton Rhoden	Rhoden	3722 South Peoria Avenue Suite 200	Tulsa	OK	74105	(918) 743-6333
*	Rakesh and Rohit	Patel	2015 West Danforth	Edmond	OK	73003	(405) 285-5221
*	Rohit, Rakesh, and Amish	Patel	2203 S 4th Street	Chickasha	OK	73018	(405) 825-3456
*	Rohit, Rakesh, and Amish	Patel	2401 12th Ave NW, Suite 101B	Ardmore	OK	73401	(580) 319-4334
*	Rakesh, Amish, and Rohit	Patel	TBD	Oklahoma City	OK	TBD	(405) 923-3674
*	Rohit, Rakesh and Amish	Patel	1036 E. State Highway 152, Suite 144	Mustang	OK	73064	(405) 806-5042
*	Rakesh, Amish and Rohit	Patel	3421 SW 104th Street, Unit 6	Oklahoma City	OK	73159	(405) 676-8200
*	Glen Johnson	Nicholas "Nick" Crouch	3315 East Frank Phillips Boulevard	Bartlesville	OK	74006	(539) 207-2207
*	Glen Johnson	Nicholas "Nick" Crouch	12906 E. 96th Street North	Owasso	OK	74055	(539) 217-2929
*	Glen Johnson	Nicholas "Nick" Crouch	3954 North Kickapoo Ave. Ste 6	Shawnee	OK	78404	(405) 367-2677

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Glen Johnson	Nicholas "Nick" Crouch	502 West Morrow Road	Sand Springs	OK	74063	(405) 335-9191
*	Glen Johnson	Nicholas "Nick" Crouch	12134 South Waco Avenue	Glenpool	OK	74033	(405) 367-9996
*	Glen Johnson	Nicholas "Nick" Crouch	1704 Scissortail Avenue	Claremore	OK	74017	(501) 943-7492
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	Claremore	OK	TBD	(501) 442-0089
	Dalton Rhoden	Raymond Hoover	319 West Shawnee Street	Muscogee	OK	74401	(918) 912-2278
*	Rakesh and Rohit	Patel	717 S Macarthur Blvd	Oklahoma City	OK	73128	(405) 768-3326
*	Rakesh and Rohit	Patel	1400 Lonnie Abbott Boulevard, Suite A	Ada	OK	74820	(580) 559-2471
	Rohit, Rakesh, Rajashbhai, and Sapna	Patel	1124 South Bryant Avenue	Edmond	OK	73034	(405) 214-3492
	Dalton Rhoden	Raymond Hoover	3478 S Muskogee Avenue	Tahlequah	OK	74464	(918) 708-1391
	Rohit and Rakesh Patel	Darnell Harris	1714 NW 23rd Street	Oklahoma City	OK	73106	(405) 900-6530
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	TBD	OK	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	TBD	OK	TBD	(501) 442-0089
	Rohit	Patel	TBD	Oklahoma City	OK	TBD	(405) 210-2195
	Paradies Lagardere at	OKC LLC	7140 Air Cargo Road	Oklahoma City	OK	73159	(801) 698-5269
	Dalton	Rhoden	TBD	Tulsa	OK	TBD	(918) 781-3635
	Richard and April	Hoelscher	235 Bloomfield Drive, Suite 105	Lititz	PA	17543	(717) 397-1827
	Nimisha Shah	Sangita Doshi	4635 High Pointe Boulevard	Harrisburg	PA	17111	(717) 561-1077
	Nimisha	Shah	235 Strawberry Square	Harrisburg	PA	17101	(717) 236-2122
	Sandip	Patel	3601 Market Street	Camp Hill	PA	17011	(717) 412-0157
	Michael	Yan	341 Comet Drive	Millersville	PA	17551	(717) 584-6532
	Luke Kirby	Rosalind Lindsey	1600 North Broad Street, Unit 4	Philadelphia	PA	19121	(267) 758-6593
	Nimisha Shah	Sangita Doshi	169 W Chocolate Avenue	Hershey	PA	17033	(717) 298-1566
	Sandip	Patel	1800 Loucks Road Suite 625	York	PA	17408	(717) 885-0706
	Richard	Ferns	103 Turner Lane	West Chester	PA	19380	(610) 441-7312

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Richard "Brad" and Richard "Rick"	Evans	582 Centerville Road	Lancaster	PA	17601	(717) 618-8980
*	Richard "Brad" and Richard "Rick"	Evans	848 East Main Street #300	Ephrata	PA	17522	(717) 466-2900
*	Richard "Brad" and Richard "Rick"	Evans	2201 Strickler Road Suite 703	Manheim	PA	17545	(717) 492-8149
	Suseenthera Kanagasundrum	Sudha Suseenthera	1570 Egypt Road Suite 180	Phoenixville	PA	19460	(610) 676-8100
	John	Lane	1722 South Queen Street Unit 2	York	PA	17403	(717) 318-5438
	Richard	Ferns	251 East Swedesford Road	Wayne	PA	19087	(610) 441-7313
	Lori and Brian	Gast	4881 William Penn Highway	Murrysville	PA	15668	(724) 519-7167
	Bobbilyn	Lynn	9898 University Blvd. Unit 60	Moon Township	PA	15108	(412) 507-2140
*	Curt and Matthew	Fignar	156 Millers Run Road	Bridgeville	PA	15017	(412) 220-2395
*	Curt and Matthew	Fignar	TBD	Pittsburgh	PA	TBD	(724) 630-4683
	Curt	Fignar	TBD	Pittsburgh	PA	TBD	(312) 543-2155
*	Richard	Fems	9898 E Roosevelt Blvd, Ste. 104	Philadelphia	PA	19115	(215) 904-6172
*	Richard	Ferns	2401W Cheltenham Ave.	Wyncote	PA	19095	(267) 637-8767
*	Richard	Ferns	267 Main Street	Exton	PA	19341	(484) 872-8629
	Alpa	Patel	5 South Morehall Road Unit 200	Malvern	PA	19355	(484) 320-8271
	Manisha K.	Patel	169 Levittown Parkway, Suite B	Levittown	PA	19055	(215) 486-5968
	Lori and Brian	Gast	5996 Centre Avenue	Pittsburgh	PA	15206	(412) 507-3627
	Alpa	Patel	3737 Chestnut Street	Philadelphia	PA	19104	(267) 969-3872
	Oubab	Khalil	681 Clairton Boulevard	Pittsburgh	PA	15236	(412) 710-2196
	Kimberly and Anthony	Wing	TBD	Latrobe	PA	TBD	(724) 757-2268
*	Dipesh Bhatt	Daksheshkumar "Daks" Soni	272 N. West End Boulevard	Quakertown	PA	18951	(412) 283-6168
*	Dipesh Bhatt	Daksheshkumar "Daks" Soni	TBD	Kissimmee	PA	TBD	(803) 470-8089
	Lori and Brian	Gast	714 Mills Drive #5	North Huntingdon	PA	15642	(724) 590-5631
*	Robert and Matthew Tanner	Carlos Boozer and Amit Sehgal	TBD	State College	PA	TBD	(631) 574-7700

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Robert and Matthew Tanner	Carlos Boozer and Amit Sehgal	TBD	State College	PA	TBD	(631) 574-7700
*	Manish and Meenal	Singh	340 New Castle Road	Butler	PA	16001	(724) 256-5280
*	Manish and Meenal	Singh	TBD	Pittsburgh	PA	TBD	(240) 320-5530
*	Manish and Meenal	Singh	TBD	Pittsburgh	PA	TBD	(202) 264-0431
*	Manish and Meenal	Singh	TBD	Pittsburgh	PA	TBD	(202) 264-0431
*	Manish and Meenal	Singh	TBD	Pittsburgh	PA	TBD	(240) 320-5530
*	Manish and Meenal	Singh	TBD	Pittsburgh	PA	TBD	(202) 264-0431
*	Manish and Meenal	Singh	TBD	Pittsburg	PA	TBD	(240) 320-5530
*	Manish and Meenal	Singh	TBD	Pittsburg	PA	TBD	(202) 264-0431
*	Manish and Meenal	Singh	TBD	Pittsburg	PA	TBD	(240) 320-5530
*	Manish and Meenal	Singh	TBD	Pittsburg	PA	TBD	(240) 320-5530
*	Manish and Meenal	Singh	TBD	Pittsburg	PA	TBD	(240) 320-5530
*	Jigna Kalpesh, Ankit and Kalpesh	Patel	TBD	Glen Mills	PA	TBD	(302) 897-7464
*	Jigna, Ankit and Kalpesh	Patel	5003 Edgmont Avenue	Brookhaven	PA	19015	(484) 487-3114
*	Oubab	Khalil	TBD	Pittsburgh	PA	TBD	(214) 519-4646
*	Oubab	Khalil	507 Town Square Way	Brentwood	PA	15227	(412) 207-2015
*	Richard	Ferns	TBD	Philadelphia	PA	TBD	(215) 738-4000
*	Richard	Ferns	TBD	Philadelphia	PA	TBD	(215) 738-4000
*	Richard	Ferns	TBD	Philadelphia	PA	TBD	(215) 738-4000
*	Richard	Ferns	TBD	Philadelphia	PA	TBD	(215) 738-4000
*	Richard	Ferns	TBD	Philadelphia	PA	TBD	(215) 738-4000
*	Richard	Ferns	TBD	Philadelphia	PA	TBD	(215) 738-4000
*	Richard	Ferns	TBD	Philadelphia	PA	TBD	(215) 738-4000
	Dipali and Vijay	Patel	TBD	Chambersburg	PA	TBD	(757) 401-3223
	Manisha K.	Patel	TBD	Philadelphia	PA	TBD	(540) 246-2098
	Hemang and Mayurbhai	Patel	TBD	Altoona	PA	TBD	(615) 878-0368
*	Curt	Fignar	TBD	Hampton Township	PA	TBD	(312) 543-2155
*	Curt	Fignar	TBD	Greentree	PA	TBD	(312) 543-2155
*	Curt	Fignar	TBD	Oakland	PA	TBD	(312) 543-2155

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Curt	Fignar	TBD	Homestead	PA	TBD	(312) 543-2155
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel	Harsh Amin and Amit Shah	TBD	Philadelphia	PA	TBD	(302) 377-3467
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel	Harsh Amin and Amit Shah	TBD	Philadelphia	PA	TBD	(908) 472-3410
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel	Harsh Amin and Amit Shah	TBD	Philadelphia	PA	TBD	(302) 858-1396
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel	Harsh Amin and Amit Shah	TBD	Philadelphia	PA	TBD	(302) 598-8965
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel	Harsh Amin and Amit Shah	TBD	Philadelphia	PA	TBD	(302) 377-3467
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel	Harsh Amin and Amit Shah	TBD	Philadelphia	PA	TBD	(302) 858-1396
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel	Harsh Amin and Amit Shah	TBD	Philadelphia	PA	TBD	(302) 377-3467
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel	Harsh Amin and Amit Shah	TBD	Philadelphia	PA	TBD	(302) 528-3951
	Abhi Sheth	Het Gandhi	TBD	Allentown	PA	TBD	(443) 418-8716
	Ronnetta	Mason	TBD	Philadelphia	PA	TBD	(301) 509-5240
	Carlos	Silver	TBD	Stroudsburg	PA	TBD	(570) 236-3677
	Abhi Sheth, Het Gandhi	Nisarg Parikh	TBD	Trexlertown	PA	TBD	(717) 609-9921
*	Darshan	Patel	TBD	Erie	PA	TBD	(708) 407-5961
*	Darshan	Patel	TBD	Erie	PA	TBD	(708) 407-5961
	Jigna Kalpesh Patel	Kalpesh Patel	TBD	Kennett Square	PA	TBD	(302) 897-3396
	Christopher and Tara	Evitts	TBD	Lebanon	PA	TBD	(570) 640-1321
	Christopher and Tara	Evitts	TBD	Paxtonia	PA	TBD	(570) 640-0935

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Christopher "Chris" and Glen	Baker	145 Hillside Road	Cranston	RI	02904	(401) 533-9700
	Christopher "Chris" and Glen	Baker	1565 Mineral Spring Avenue	North Providence	RI	02904	(401) 414-7000
	Christopher "Chris" and Glen	Baker	2370 New London Turnpike	Coventry	RI	02816	(401) 615-0606
	James	Dumont Jr.	TBD	Warwick	RI	TBD	(401) 301-5153
	Harshit, Ujash, Manishkumar and	Krina Patel	TBD	West Warwick	RI	TBD	(401) 489-2900
	Rylan Miller	Roberto Laben	201 Graduate Road - Unit 103	Conway	SC	29526	(843) 234-5670
	Leslie and David	Duffy	150B Harbison Boulevard Suite 20	Columbia	SC	29212	(803) 217-3112
	Danielle, Kenneth J., and Kenneth H.	Hawkins	2435 West Highway 160 Suite 104	Tega Cay	SC	29708	(803) 802-0088
	Leslie and David	Duffy	5166 Sunset Boulevard Suite H	Lexington	SC	29072	(803) 356-0318
	Vipul	Patel	2600 David McLeod Boulevard, Suite E	Florence	SC	29501	(843) 799-0094
	Leslie	Duffy	650 Lincoln Street	Columbia	SC	29201	(803) 807-9335
	Jon	Parkman	186 Seven Farms Drive Unit D	Charleston	SC	29492	(843) 352-7162
	Rylan Miller	Roberto Laben	1400 Highway 17 North Unit 4	North Myrtle Beach	SC	29582	(843) 663-2060
	Rylan	Miller	4940 Centre Pointe Drive	North Charleston	SC	29418	(843) 818-4722
	Marc	Rodenbaugh	4400 Fort Jackson Boulevard Suite 600	Columbia	SC	29209	(803) 724-2000
	Roberto Laben	Rylan Miller	11990 Highway 17 Bypass South Unit 1	Murrells Inlet	SC	29576	(843) 651-4805
	Daksheshkumar "Dax"	Soni	1033 Roberts Branch Parkway #105	Columbia	SC	29203	(803) 470-8089
	Alexander "Alex" Corbishley	Marc and Lawrence Rodenbaugh	7250 Rivers Avenue Building 300, Suite 102	North Charleston	SC	29406	(854) 999-1223
	Jon	Parkman	1165 Oakland Market Road	Mount Pleasant	SC	29466	(843) 352-7226
	Jon	Parkman	767 Coleman Boulevard, Suite 1	Mount Pleasant	SC	29464	(843) 388-7307
	Roberto Laben	Rylan Miller	825 Market Place Drive, Unit 1	Myrtle Beach	SC	29579	(843) 903-5200
*	Gregory "Greg" Powell	William "Bill" Ruby	2815 Woodruff Road Suite 102	Simpsonville	SC	29681	(864) 609-4600
*	Gregory "Greg" Powell	William "Bill" Ruby	3704 Pelham Road	Greenville	SC	29615	(864) 520-8550

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Gregory "Greg" Powell	William "Bill" Ruby	3558 Highway 153	Powdersville	SC	29611	(864) 412-8030
*	Gregory "Greg" Powell	William "Bill" Ruby	1490 W.O Ezell Blvd., Suite 2	Spartanburg	SC	29301	(864) 310-4823
*	Gregory "Greg" Powell	William "Bill" Ruby	1949 East Main Street	Spartanburg	SC	29307	(864) 541-7677
*	Gregory "Greg" Powell	William "Bill" Ruby	2019 East Greenville Street	Anderson	SC	29621	(864) 642-9817
	Everette & Tenisha	Brown	9695 Redstone Drive Suite 200	Indian Land	SC	29707	(803) 548-0080
	Jon	Parkman	1808 Sam Rittenberg Blvd.	Charleston	SC	29407	(843) 990-9585
	Hansaben and Yash	Patel	10136 Two Notch Road Suite 105-B	Columbia	SC	29229	(803) 995-7442
	Rylan	Miller	200 Nexton Square Drive	Summerville	SC	29486	(843) 900-3227
	Roberto Laben	Rylan Miller	112 Loyola Dr, Suite 120	Myrtle Beach	SC	29588	(843) 215-0513
	Elena and Donald	Reese	1215 Knox Avenue	North Augusta	SC	29841	(803) 599-5958
*	Justin Franklin	Matthew Wyrick	468 D. Mark Cummings Road, Suite 101	Hardeeville	SC	29927	(843) 208-2277
*	Justin Franklin	Matthew Wyrick	1127 Fording Island Road	Bluffton	SC	29910	(559) 708-7669
*	Justin Franklin	Matthew Wyrick	1000 William Hilton Pkwy, Suite C-4	Hilton Head	SC	29928	(843) 341-9113
	Marc and Lawrence Rodenbaugh	Alexander "Alex" Corbishley	8459 Dorchester Road, Suite A	North Charleston	SC	29420	(843) 203-6765
*	Sidney and Jacqeulyn	Fulton	118 Dreher Road	West Columbia	SC	29169	(803) 834-4160
*	Sidney and Jacqeulyn	Fulton	TBD	Columbia	SC	TBD	(803) 707-7412
*	Rylan	Miller	869 Folly Road	Charleston	SC	29412	(843) 764-9980
*	Rylan and Jennifer	Miller	TBD	Charleston	SC	TBD	(843) 516-4368
	Vipul	Patel	211 Pamplico Highway, Unit A	Florence	SC	29505	(843) 702-0122
	Daksheshkumar "Daks"	Soni	TBD	Aiken	SC	TBD	(803) 470-8089
	Jon	Parkman	41 Grand Oaks Blvd, Suite A	Charleston	SC	29414	(843) 724-9125
	Matthew Wyrick	Justin Franklin	TBD	Beaufort/Jasper County	SC	TBD	(559) 708-7669
	Sidney and Jacqeulyn	Fulton	TBD	Ft. Jackson	SC	TBD	(803) 707-7412
	Daksheshkumar "Dax"	Soni	1729 Marshall Street	Columbia	SC	29203	(803) 451-0016
	Daksheshkumar "Daks"	Soni	TBD	Sumpter	SC	TBD	(803) 470-8089
*	Pravinkumar Patel	Keyurkumar Patel	TBD	Rock Hill	SC	TBD	(803) 974-0291

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Pravinkumar Patel	Keyurkumar Patel	TBD	Rock Hill	SC	TBD	(803) 687-0297
	Leslie	Duffy	TBD	Chaplin	SC	TBD	(803) 600-6300
	Daksheshkumar "Daks"	Soni	TBD	Camden	SC	TBD	(803) 470-8089
*	Gregory "Greg" Powell	William "Bill" Ruby	TBD	Greenville	SC	TBD	(817) 733-2360
*	Gregory "Greg" Powell	William "Bill" Ruby	TBD	Greenville	SC	TBD	(303) 809-6574
*	Gregory "Greg" Powell	William "Bill" Ruby	TBD	Greenville	SC	TBD	(817) 733-2360
*	Gregory "Greg" Powell	William "Bill" Ruby	TBD	Greenville	SC	TBD	(817) 733-2360
*	Daksheshkumar "Daks"	Soni	TBD	Newberry	SC	TBD	(803) 470-8089
*	Daksheshkumar "Daks"	Soni	TBD	Red Bank	SC	TBD	(803) 470-8089
*	Daksheshkumar "Daks"	Soni	TBD	Aiken	SC	TBD	(803) 470-8089
	Daksheshkumar "Daks"	Soni	TBD	Greenwood	SC	TBD	(803) 470-8089
*	Sunitaben	Patel	TBD	York	SC	TBD	(704) 651-0466
	Bhavesh Patel	Ankit Patel	1612 Eglin Street Suite 900	Rapid City	SD	57701	(605) 716-8521
	Bhavesh Patel	Ankit Patel	1301 W Omaha Road, Suite 101	Rapid City	SD	57701	(605) 716-3726
	Kelli	Ewert	2430 Platinum Drive	Spearfish	SD	57783	(605) 717-1006
	Ann	Park	1461 6th Street	Brookings	SD	57006	(605) 692-1880
	Angela Yahne	Russell Warner	911 11th Street SE, Suite 200	Watertown	SD	57201	(605) 878-0599
	Jigna	Patel	1779 Kirby Parkway, Suite 3	Memphis	TN	38138	(901) 758-8666
	Lawrence "Larry" Lavigne	Paul Dudgeon	443 Cool Springs Road	Franklin	TN	37067	(615) 905-4731
	Babeshkumar and Rajanikant	Patel	2012 Cumberland Avenue	Knoxville	TN	37916	(865) 312-9470
*	Jigna	Patel	765 North Germantown Parkway	Memphis	TN	38018	(901) 755-1008
*	Jigna	Patel	901 W. Market Blvd, Suite 1	Collierville	TN	38017	(901) 850-0200
*	Jigna and Nilesh "Neal"	Patel	1708 North Union Avenue	Memphis	TN	38104	(501) 240-6554
	Brijesh	Patel	7630 Highway 70 S. Suite 301	Nashville	TN	37221	(615) 712-8974
*	Jody	Willeman	128 N. Cedar Bluff Road	Knoxville	TN	37923	(865) 985-0344
*	Jason	Willeman	119 Lovell Road	Farragut	TN	37934	(865) 218-5000
*	Karen Wallis-Neumaier	Paul Neumaier	2380 Lifestyle Way Suite 140	Chattanooga	TN	37421	(423) 269-7990
*	Karen Wallis-Neumaier	Paul Neumaier	TBD	Chattanooga	TN	TBD	(248) 961-0080
	Pinika and Krunalkumar	Patel	2430 Teaster Lane, Suite 114	Pigeon Forge	TN	37863	(865) 429-1800

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	Armi Tisha Grace Aguilar and Paul	Rhodes	1825 Madison Street	Clarksville	TN	37043	(931) 919-2220
*	Jody and Jason	Willeman	6481 Kingston Pike	Knoxville	TN	37919	(865) 338-9020
	Michael	Crawley	4005 Lebanon Pike	Hermitage	TN	37076	(615) 915-2991
	Babeshkumar and Vimalkumar	Patel	1280 Union University Drive	Jackson	TN	38305	(731) 240-1998
	Ted	Reed	1017 Crossings Blvd.	Spring Hill	TN	37174	(931) 451-7899
	William Donald	Gibson	TBD	Brentwood	TN	TBD	(615) 945-9005
	Babeshkumar	Patel	TBD	Knoxville	TN	TBD	(216) 409-3818
	Amee, Nayna, and Paresh	Patel	684 Paul Huff Parkway NW, Suite 302	Cleveland	TN	37312	(423) 464-5287
	Rutvik and Yogesh Kumar	Patel	7706 Winchester Road, Suite 107	Memphis	TN	38125	(901) 590-3676
	Lacy and Joshua	Horne	1900 Roan Street	Johnson City	TN	37601	(423) 900-2522
	Janki and Bhavinkumar	Patel	1855 Medical Center Parkway	Murfreesboro	TN	37129	(615) 225-8024
	Manoj (Mike)	Patel	TBD	Arlington	TN	TBD	(912) 704-5771
	Prakash	Patel	1443 West Main Street, Suite 400	Lebanon	TN	37087	(615) 784-4007
	Paul and Armi	Rhodes	2300 Wilma Rudolph Boulevard, Suite A	Clarksville	TN	37042	(931) 272-6601
*	Jigna Patel	Richie Patel	TBD	Bartlett	TN	TBD	(501) 240-6554
*	Jigna Patel	Richie Patel	TBD	Wolf Chase	TN	TBD	(501) 316-7264
	Gunjan and Ankit	Patel	140 Hatfield Drive, Suite 2	Morristown	TN	37814	(423) 616-0211
	Robert	Schmidt	8253 Highway 51, Suite 101	Millington	TN	38053	(901) 872-0370
*	Todd and Arriel Walton	ChansLyn	TBD	Nashville	TN	TBD	(702) 302-6655
*	Todd and Arriel Walton	ChansLyn	TBD	Nashville	TN	TBD	(702) 302-6655
*	Todd and Arriel Walton	ChansLyn	TBD	Nashville	TN	TBD	(702) 327-6276
	Lacy and Joshua	Horne	TBD	Kingsport	TN	TBD	(423) 557-4026
	Krusha, Rutvik and Yogesh Kumar	Patel	TBD	Dickson	TN	TBD	(615) 545-2389
*	Michael	Crawley	2805 Memorial Boulevard, Unit 1	Springfield	TN	37172	(615) 483-6086
*	Michael	Crawley	TBD	Hendersonville	TN	TBD	(615) 483-6086
*	Michael	Crawley	TBD	Mt. Juliet	TN	TBD	(615) 483-6086

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Michael	Crawley	TBD	Springfield	TN	TBD	(615) 483-6086
*	Ethan Blanchard, Milo Leakehe	Zachary McKinley	TBD	Knoxville	TN	TBD	(801) 822-7245
*	Ethan Blanchard, Milo Leakehe	Zachary McKinley	TBD	Knoxville	TN	TBD	(801) 822-7245
*	Ethan Blanchard, Milo Leakehe	Zachary McKinley	TBD	Knoxville	TN	TBD	(801) 822-7245
*	Sachin	Patel	TBD	Nashville	TN	TBD	(848) 219-9427
*	Sachin	Patel	TBD	Nashville	TN	TBD	(848) 219-9427
*	Sachin	Patel	TBD	Nashville	TN	TBD	(848) 219-9427
*	Sachin	Patel	TBD	Nashville	TN	TBD	(848) 219-9427
*	Sachin	Patel	TBD	Nashville	TN	TBD	(848) 219-9427
	Gineshkumar, Hetal and Rohitkumar	Patel	TBD	Chattanooga	TN	TBD	(513) 570-0543
	Sachin	Patel	TBD	Goodlettsville	TN	TBD	(848) 219-9427
*	Krush and Jigna	Patel	TBD	Memphis	TN	TBD	(501) 529-4914
*	Krush and Jigna	Patel	TBD	Memphis	TN	TBD	(501) 529-4914
	Jignesh Patel	Nareshkumar Patel	TBD	Cookeville	TN	TBD	(931) 644-4259
*	Michael	Crawley	TBD	Nashville	TN	TBD	(615) 483-6086
*	Michael	Crawley	TBD	Nashville	TN	TBD	(615) 483-6086
*	Michael	Crawley	TBD	Nashville	TN	TBD	(615) 483-6086
*	Michael	Crawley	TBD	Nashville	TN	TBD	(615) 483-6086
*	Michael	Crawley	TBD	Nashville	TN	TBD	(615) 483-6086
	Pinika and Krunalkumar	Patel	TBD	Gaitlinburg	TN	TBD	(978) 399-9313
	Prakash	Patel	TBD	Murfreesboro	TN	TBD	(848) 248-1456
	Babeshkumar Patel	Nirav Patel	TBD	Fountain City	TN	TBD	(216) 409-3818
*	Krush and Jigna	Patel	TBD	Covington	TN	TBD	(501) 529-4914
*	Krush and Jigna	Patel	TBD	Dyersburg	TN	TBD	(501) 529-4914
	Kush, Manish and Megha	Patel	TBD	Knoxville	TN	TBD	(203) 543-9204
	Lacy and Joshua	Horne	TBD	Elizabethton	TN	TBD	(423) 794-6778

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Ted and Deborah Reed	Michael Deak, Christina Morris	TBD	Columbia	TN	TBD	(770) 878-7163
	Bhagyesh	Patel	TBD	Tullahoma	TN	TBD	(615) 473-0845
	Thom	Fox	TBD	Chattanooga	TN	TBD	(817) 366-9292
	Alonzo Jr.	Soliz	1465 East Whitestone Boulevard	Cedar Park	TX	78613	(512) 259-5472
	Jignesh	Patel	5620 West Grand Parkway South, Suite A	Richmond	TX	77406	(832) 595-0499
	Harish Jethwa, Jesus Garza	Patrick Sommerville	3301 Preston Road, Suite 6	Frisco	TX	75034	(972) 294-5031
	Pamela	Farley	2355 State Highway 35 North	Rockport	TX	78382	(361) 790-5222
	Smit Shah	Prachee Patel	4560 West Mockingbird Lane Suite118	Dallas	TX	75209	(214) 351-7037
	Glen Johnson	Nicholas "Nick" Crouch	4620 SW Loop 820	Fort Worth	TX	76109	(817) 763-8552
	William David Robertson	Gregory Breen	4845 Texas Boulevard	Texarkana	TX	75503	(903) 735-9888
	Glen Johnson	Nicholas "Nick" Crouch	2700 Presidio Vista Drive Suite 120	Fort Worth	TX	76177	(817) 349-0096
	Paula Flores and Kaleb	Warnock	1513 North Zaragoza Road	El Paso	TX	79925	(915) 303-7080
	Hemalkumar and Jignesh	Patel	6445 FM 1463, Suite 190	Katy	TX	77494	(281) 346-8932
	Uma	Modi	1937 Preston Road Unit 1004	Plano	TX	75093	(972) 248-6900
	Glen Johnson	Nicholas "Nick" Crouch	2520 82nd Street	Lubbock	TX	79423	(806) 745-1755
	Glen Johnson	Nicholas "Nick" Crouch	5139 80th Street	Lubbock	TX	79424	(804) 783-0160
	Rakeshkumar and Hetalben Desai	Swetal Patel	19075 Interstate 45 S Suite 116C	Shenandoah	TX	77385	(936) 266-0593
	John	McNeil	3202 North Navarro Street	Victoria	TX	77901	(361) 579-7977
*	Paula Flores and Kaleb	Warnock	8889 Gateway West Building 2100	El Paso	TX	79925	(915) 259-0400
*	Paula Flores and Kaleb Warnock	Paul Beltran	5905 N. Mesa Street	El Paso	TX	79912	(915) 271-8035
	David	Lim	5110 Eldorado Parkway #150	Frisco	TX	75033	(469) 731-1023
	Glen Johnson	Nicholas "Nick" Crouch	1910 W Loop 250, Suite A	Midland	TX	79707	(432) 203-7030

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	William Long	Brent Partin	2575 East League City Parkway #120	League City	TX	77573	(281) 334-1872
	Daniel	Hall	3805 W. University Drive, Suite 300	McKinney	TX	75071	(972) 540-7890
*	Rafael and Carlos	Varela	410 Padre Boulevard Suite 113	South Padre Island	TX	78597	(956) 433-5259
*	Rafael and Carlos	Varela	3230 Pablo Kisel Boulevard Suite E-113	Brownsville	TX	78526	(956) 621-1519
*	Joseph James and Joseph Nathaniel	O'Hare	21918 US Highway 281	North San Antonio	TX	78258	(210) 265-5947
*	Joseph James and Joseph Nathaniel	O'Hare	2180 TX 46 W	New Braunfels	TX	78132	(830) 387-4700
*	Joseph James and Joseph Nathaniel	O'Hare	TBD	San Antonio	TX	TBD	(915) 252-0677
	Jagriti Gupta	Binu Agrawal	28610 Highway 290, Suite F13	Cypress	TX	77433	(281) 758-5839
*	Glen Johnson	Nicholas "Nick" Crouch	5605 N Tarrant Parkway	Fort Worth	TX	76244	(817) 849-9144
*	Glen Johnson	Nicholas "Nick" Crouch	2840 Flower Mound Road, Suite 160	Flower Mound	TX	75022	(469) 314-2400
*	Glen Johnson	Nicholas "Nick" Crouch	8161 FM 423 Suite #260	Frisco	TX	75034	(469) 389-0016
*	Glen Johnson	Nicholas "Nick" Crouch	1807 West University Drive	Denton	TX	76201	(940) 331-0066
*	Glen Johnson	Nicholas "Nick" Crouch	760 Airport Freeway Suite 400	Hurst	TX	76054	(817) 952-3151
*	Glen Johnson	Nicholas "Nick" Crouch	1004 E Hebron Pkwy	Carrollton	TX	75010	(469) 557-1919
*	Glen Johnson	Nicholas "Nick" Crouch	26742 E University Dr., Building 100, Suite 300	Little Elm	TX	76227	(469) 444-9377
*	Glen Johnson	Nicholas "Nick" Crouch	1521 Keller Parkway, Suite 100	Keller	TX	76248	(682) 593-9773
*	Glen Johnson	Nicholas "Nick" Crouch	100 West Southlake Boulevard, Suite 80	Southlake	TX	76092	(682) 286-6222

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Glen Johnson	Nicholas "Nick" Crouch	720 South Highway 377, Suite 100	Roanoke	TX	76262	(682) 363-0079
*	Glen Johnson	Nicholas "Nick" Crouch	8401 Justin Road, Suite 100	Double Oak	TX	75077	(469) 750-3737
	Shashank "Shash" Trivedi	Sweta Patel	2550 City West Boulevard #200	Houston	TX	77042	(832) 834-6074
	Foram Patel Dubey	Jayshree Patel	5417 FM 1488 Road	Magnolia	TX	77354	(281) 789-4595
	Glen Johnson	Nicholas "Nick" Crouch	4280 S Soncy Rd, Suite 100	Amarillo	TX	79119	(806) 353-1010
*	Jose, Rafael, and Carlos Varela	The Varela Vega LLC Esteban Varela Manager	6710 W Expressway 83	Harlingen	TX	78552	(956) 245-7359
*	Rafael and Carlos	Varela	2715 Boca Chica Boulevard Suite 1-A	Brownsville	TX	78521	(956) 443-0521
*	Rafael and Carlos	Varela	508 W. Trenton Road Suite 1	Edinburg	TX	78539	(956) 330-8631
	Christina and Hector Quiroz	Gaston Baza, Jr.	300 E. Central Texas Expressway Suite 400	Harker Heights	TX	76548	(254) 213-9011
*	Grant	Watkins	TBD	Austin formerly Odessa	TX	TBD	(432) 413-9525
*	Grant	Watkins	TBD	Austin formerly Odessa	TX	TBD	(432) 413-9525
	Pamela	Ozowalu	9222 Potranco Road Suite 104	San Antonio	TX	78251	(210) 455-0344
	Rohit, Rakesh, Nirav and Chirag Patel	Darnell Harris	922 S 10th St, Suite 200	Waco	TX	76706	(254) 235-0448
	Grant	Watkins	3129 Knickerbocker Road	San Angelo	TX	76904	(325) 703-6155
	Hemalkumar and Jignesh	Patel	TBD	Katy	TX	TBD	(832) 875-9315
*	Alonzo Jr. and Alonzo Sr.	Soliz	1540 Cypress Creek Road	Cedar Park	TX	78613	(737) 212-0396
*	Alonzo Jr.	Soliz	326 Ed Schmit Boulevard, Suite 120	Hutto	TX	78634	(512) 846-4008
	Sweta and Brijesh Patel	Madiha Hamani	12020 Farm to Market 1960 Suite 300	Houston	TX	77065	(281) 401-9465
*	Kaleb and Paula Flores Warnock	Paul Beltran	7470 Cimarron Market, Building 14, Suite 100	El Paso	TX	79911	(915) 600-5595

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Kaleb	Warnock	3440 Joe Battle Boulevard	El Paso	TX	79938	(915) 205-0838
	Hetal, Priyank, and Swapnil	Patel	920 Studemont Street	Houston	TX	77007	(832) 649-8565
	Binu Agrawal	Jagriti Gupta	13540 University Blvd #200	Sugar Land	TX	77479	(281) 778-8767
*	Smit	Shah	5315 Greenville Ave, Suite 105	Dallas	TX	75026	(214) 377-9157
	Glen Johnson	Nicholas "Nick" Crouch	4134 Buffalo Gap Road	Abilene	TX	79605	(325) 704-5900
*	Grant	Watkins	TBD	Abilene	TX	TBD	(432) 413-9525
	Jagriti Gupta	Binu Agrawal	7022 State Highway 6, Suite 900	Missouri City	TX	77459	(281) 969-5839
	Prasad	Potluri	6675 South Custer Road Suite 100	McKinney	TX	75070	(214) 548-4600
*	Pamela	Ozowalu	17038 Fiesta Texas Drive, Suite 107	San Antonio	TX	78256	(210) 694-1322
*	Pamela	Ozowalu	4331 Medical Drive, Suite 205	San Antonio	TX	78229	(210) 870-6832
*	Pamela	Ozowalu	11620 Bandera Road, Suite 101	San Antonio	TX	78250	(210) 957-2022
	Inkil	Hwangpo	5921 Farm to Market 2920, Suite C	Spring	TX	77388	(713) 389-5886
	Peggy and Steven	Johns	17331 IH35	Schertz	TX	78154	(210) 444-9085
	Kelechi and Kenechukwu Enekebe	Charles and Azuka Ibeanu	3607 S. Main Street Suite 114	Stafford	TX	77477	(281) 902-6454
	Charles and Azuka	Ibeanu	TBD	Houston	TX	TBD	(832) 883-3527
	James Stanford, Olaide Ajayi,	Gregory Smith, Ishwara Sankara, Cory Collinge	1302 S. Main Street	Weatherford	TX	76086	(817) 550-6248
	Shaishavgiri and Jatingiri Goswami	Jagdishgir Gosai and Davraj Atit	226 E FM 544, Suite 110	Murphy	TX	75094	(972) 423-8111
	Sweta and Brijesh	Patel	TBD	Houston	TX	TBD	(832) 513-0717
	Kush, Nitinkumar, Kavitaben, and Meetkumar	Patel	3021 Ridge Road, Suite 103	Rockwall	TX	75032	(469) 769-7270
	Ankit	Gupta	1717 West 34th Street, Suite 200	Houston	TX	77018	(713) 485-5949
	Binu Agrawal	Jagriti Gupta	1531 Elridge Parkway Unit 140	Houston	TX	77077	(281) 293-2233
*	Glen Johnson	Nicholas "Nick" Crouch	TBD	TBD	TX	TBD	(501) 442-0089
*	Glen Johnson	Nicholas "Nick" Crouch	1909 Georgia Street South	Amarillo	TX	79109	(806) 398-0025
	Keisha Hudson	Kiara Frederick	9330 Broadway Suite 104	Pearland	TX	77584	(281) 721-2121

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	James Stanford, Olaide Ajayi,	Gregory Smith, Ishwara Sankara, Cory Collinge	2751 E. Broad St, Suite 121	Mansfield	TX	76063	(682) 422-3045
*	James Stanford, Olaide Ajayi,	Gregory Smith, Ishwara Sankara, Cory Collinge	2821 W. Berry Street	Fort Worth	TX	76109	(817) 615-9354
*	James Stanford, Olaide Ajayi,	Gregory Smith, Ishwara Sankara, Cory Collinge	826 SW Wilshire Boulevard, Suite 116	Burleson	TX	76028	(817) 386-7910
*	James Stanford, Olaide Ajayi,	Gregory Smith, Ishwara Sankara, Cory Collinge	2800 West Camp Wisdom Road	Grand Prairie	TX	75052	(214) 677-0886
*	James Stanford, Olaide Ajayi,	Gregory Smith, Ishwara Sankara, Cory Collinge	6116 Lake Worth Boulevard, Suite 500	Lake Worth	TX	76135	(682) 250-5002
	David	Funkhouser	1108 N. Collins	Arlington	TX	76011	(682) 276-6008
	Rushabh, Sagarkumar, and Parth	Bhakta	20045 Northpark Drive, Suite 200	Kingwood	TX	77339	(281) 973-8442
	William David Robertson	Gregory Breen	2509 Richmond Road Unit #15	Texarkana	TX	75503	(903) 334-7603
	Shreya	Chaudhari	9600 Escarpment Boulevard, Building H, Suite 900	Austin	TX	78749	(512) 300-0271
	James Stanford, Olaide Ajayi,	Gregory Smith, Ishwara Sankara, Cory Collinge	1103 Green Oak Rd	Fort Worth	TX	76116	(817) 615-9384
*	Rafael and Carlos	Varela	500 US-77, Suite 201	San Benito	TX	78586	(956) 276-4100
*	Rafael and Carlos	Varela	2101 N. Cage Blvd., Suite 112	Pharr	TX	78577	(956) 601-0003
*	Rafael and Carlos	Varela	3817 North 10th Street, Suites 1-2	McAllen	TX	78501	(956) 331-8887
*	Rafael and Carlos	Varela	TBD	TBD	TX	TBD	(958) 574-9787
*	Rafael and Carlos	Varela	4460 Farm to Market 1626, Suite 100	Kyle	TX	78640	(512) 649-5999
*	Rafael and Carlos	Varela	TBD	TBD	TX	TBD	(958) 574-9787
*	Rafael and Carlos	Varela	TBD	TBD	TX	TBD	(958) 574-9787
*	Rafael and Carlos	Varela	7514 South Padre Island Drive, Suite 101	Corpus Christi	TX	78412	(361) 257-1866
	Kush, Nitinkumar, Kavitaben, and Meetkumar	Patel	471 Marketplace Boulevard, Suite 240	Forney	TX	75126	(972) 357-7175
	Binu Agrawal	Jagriti Gupta	23053 Clay Road, Ste. 100	Katy	TX	77493	(346) 257-4825
	Pratik Chheda	Jay Patel	1501 West Princeton Drive	Dallas	TX	75407	(469) 378-3856

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Glen Johnson	Nicholas "Nick" Crouch	2422 19th Street	Lubbock	TX	79401	(806) 412-6607
	Glen Johnson	Nicholas "Nick" Crouch	TBD	TBD	TX	TBD	(573) 489-9890
	Cristina Quiroz	Gaston Baza Jr.	1103 S. Fort Hood Street	Killeen	TX	76541	(254) 213-9011
*	Kaleb	Warnock	4830 Woodrow Bean Transmountain Drive, Suite B	El Paso	TX	79924	(915) 412-5400
*	Kaleb	Warnock	601 North Mesa Street, Suite 130	El Paso	TX	79901	(915) 257-1931
	Jesse and Brandy	Zogelman	901 West 15th Street, Suite B	Plano	TX	75075	(469) 298-3775
	Peggy and Steven	Johns	TBD	Schertz	TX	TBD	(301) 980-9263
	Prasad	Potluri	880 West Exchange Parkway, Suite 1160	Allen	TX	75013	(214) 785-7735
*	Matthew and Tracy	Cohen	17420 RM 620, Suite 110	Round Rock	TX	78681	(512) 243-5838
*	Matthew and Tracy	Cohen	2100 Autumn Slate Drive Suite 100	Pflugerville	TX	78660	(512) 551-9800
*	Matthew and Tracy	Cohen	2980 Joe DiMaggio Boulevard, Suite 100	Round Rock	TX	78665	(512) 520-5821
	Pamela	Farley	TBD	Portland	TX	TBD	(361) 790-4062
	Rohit, Rakesh and Nirav	Patel	TBD	Wichita Falls	TX	TBD	(316) 200-5139
*	Rushabh, Sagarkumar, and Parth	Bhakta	9455 North Sam Houston Parkway East, Suite 900	Humble	TX	77396	(281) 318-7053
*	Rushabh, Sagarkumar, and Parth	Bhakta	TBD	Kingswood	TX	TBD	(713) 319-8830
*	Rushabh, Sagarkumar, and Parth	Bhakta	TBD	Atascocita	TX	TBD	(281) 704-8284
	Anand and Fena Patel	Al Nasir and Nikil Ryani	6726 Reading Road, Suite 110	Rosenberg	TX	77471	(832) 451-6487
	Albino "Al"	Cortoreal	7333 Fairmont Parkway, Suite 100	Pasadena	TX	77505	(346) 499-7051
	Zack	Minter	TBD	Corsicana	TX	TBD	(903) 422-5915
*	Jesse and Brandy	Zogleman	TBD	Prosper	TX	TBD	(214) 980-4365
*	Jesse and Brandy	Zogelman	2001 North Preston Road	Prosper	TX	75078	(469) 298-3775
	David	Funkhouser	TBD	Arlington	TX	TBD	(310) 750-7700
	Karan Singh	Andy Panwar	TBD	Dallas	TX	TBD	(917) 816-7329

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Albino "Al"	Cortoreal	310 University Drive East, Suite 200	College Station	TX	77840	(979) 485-9417
*	Rafael and Carlos	Varela	801 North Shary Road, Suite 180	Mission	TX	78572	(908) 574-3330
*	Rafael and Carlos	Varela	TBD	McAllen	TX	TBD	(956) 574-9787
*	Rafael and Carlos	Varela	TBD	McAllen	TX	TBD	(958) 574-9787
*	Rafael and Carlos	Varela	TBD	McAllen	TX	TBD	(956) 574-9787
*	Rafael and Carlos	Varela	TBD	Harlingen	TX	TBD	(958) 574-9787
*	Rafael and Carlos	Varela	TBD	McAllen	TX	TBD	(958) 574-9787
*	Rafael and Carlos	Varela	TBD	Harlingen	TX	TBD	(958) 574-9787
*	Rafael and Carlos	Varela	TBD	Harlingen	TX	TBD	(956) 574-9787
*	Rafael and Carlos	Varela	TBD	Harlingen	TX	TBD	(956) 574-9787
*	Rafael and Carlos	Varela	TBD	Harlingen	TX	TBD	(958) 574-9787
*	Rafael and Carlos	Varela	TBD	Brownsville	TX	TBD	(958) 574-9787
*	Rafael and Carlos	Varela	TBD	Brownsville	TX	TBD	(958) 574-9787
*	Rafael and Carlos	Varela	TBD	Brownsville	TX	TBD	(958) 574-9787
*	Rafael and Carlos	Varela	TBD	Brownsville	TX	TBD	(956) 574-9787
*	Rafael and Carlos	Varela	TBD	Brownsville	TX	TBD	(958) 574-9787
*	Rafael and Carlos	Varela	TBD	Brownsville	TX	TBD	(956) 574-9787
*	Mansour	Hijazi	1720 South Friendswood Drive, Suite 110	Friendswood	TX	77546	(281) 993-4208
*	Mansour	Hijazi	6040 Garth Road, Suite 60	Baytown	TX	77521	(281) 768-1161
*	Mansour	Hijazi	TBD	Houston	TX	TBD	(225) 439-9048
*	Terry	Myers	TBD	Marshall	TX	TBD	(318) 308-3138
	Jesse and Brandy	Zogleman	TBD	Sherman	TX	TBD	(214) 980-4365
	Ankit	Gupta	TBD	Houston	TX	TBD	(281) 948-1853
	Eric	Wood	2002 Enterprise Parkway, Suite 100	Waxahachie	TX	75165	(469) 678-2233
	Ashokkumar and Riteshkumar	Patel	1255 Arrington Road, Suite 600	College Station	TX	77845	(979) 485-1875
	Glen Johnson	Nicholas "Nick" Crouch	TBD	Carrolton	TX	TBD	(501) 593-4653
	Pratik Chheda	Jay Patel	TBD	Greenville	TX	TBD	(678) 768-8718
*	Binu Agrawal	Jagriti Gupta	25785 Katy Freeway, Suite 100	Katy	TX	77494	(832) 437-9940

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Binu Agrawal	Jagriti Gupta	TBD	Houston	TX	TBD	(818) 456-4200
*	Rohit	Patel	TBD	Austin	TX	TBD	(405) 210-2195
*	Rohit	Patel	TBD	Austin	TX	TBD	(405) 210-2195
*	Rohit	Patel	TBD	Austin	TX	TBD	(405) 210-2195
*	Rohit	Patel	TBD	Austin	TX	TBD	(405) 210-2195
	Sameer	Abrol	TBD	Austin	TX	TBD	(817) 913-1843
*	Hicham Salloum, Mariam Chouman	Ali El-Moussawi	TBD	Dallas	TX	TBD	(313) 445-2444
*	Hicham Salloum, Mariam Chouman	Ali El-Moussawi	TBD	Dallas	TX	TBD	(313) 445-2444
*	Hicham Salloum, Mariam Chouman	Ali El-Moussawi	TBD	Dallas	TX	TBD	(972) 809-3773
*	Hicham Salloum, Mariam Chouman	Ali El-Moussawi	TBD	Dallas	TX	TBD	(972) 809-3773
*	Parth and Nareshkumar	Patel	6550 North MacArthur Boulevard Suite 120	Irving	TX	75039	(214) 812-9549
*	Parth and Nareshkumar	Patel	TBD	Irving	TX	TBD	(973) 452-0444
*	Parth and Nareshkumar	Patel	TBD	Grand Prairie	TX	TBD	(973) 452-0444
*	Kara and Michael	Sheppard	7301 RR 620 North, Suite 130	Austin	TX	78726	(512) 297-2324
*	Kara and Michael	Sheppard	TBD	Austin	TX	TBD	(512) 632-6068
*	Kara and Michael	Sheppard	815 West 47th Street, Suite 102B	Austin	TX	78751	(512) 243-8053
*	Juan	Guzman	TBD	Arlington	TX	TBD	(817) 304-9032
*	Juan	Guzman	TBD	Arlington	TX	TBD	(817) 304-9032
	Alonzo	Soliz Jr	TBD	Austin	TX	TBD	(512) 791-6546
*	Cristina	Quiroz	TBD	Temple	TX	TBD	(915) 929-6382
*	Cristina	Quiroz	TBD	Belton	TX	TBD	(915) 929-6382
*	Shafiq and Amirali Marediya	Noman and Hasanali Momin	215 South Loop 336 West, Suite 200	Conroe	TX	77304	(936) 494-0094
*	Shafiq and Amirali Marediya	Noman and Hasanali Momin	TBD	Spring	TX	TBD	(832) 403-0997
*	Shafiq and Amirali Marediya	Momin	TBD	Spring	TX	TBD	(713) 820-3501

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Ramilaben "Roma", Ankit, and Kavita	Patel	8534 South Congress Avenue Unit 100	Austin	TX	78745	(512) 291-6280
	Kaleb	Warnock	TBD	El Paso	TX	TBD	(915) 630-0524
*	Kiedra	James	5403 Farm to Market 1960 Road West, Suite B	Houston	TX	77069	(281) 781-7047
*	Kiedra	James	TBD	Houston	TX	TBD	(832) 746-5504
*	Kiedra	James	TBD	Houston	TX	TBD	(832) 746-5504
*	James Stanford, Olaide Ajayi,	Gregory Smith, Ishwara Sankara, Cory Collinge	TBD	Midlothain	TX	TBD	(214) 814-1902
*	James Stanford, Olaide Ajayi,	Gregory Smith, Ishwara Sankara, Cory Collinge	TBD	Azle	TX	TBD	(214) 814-1902
*	James Stanford, Olaide Ajayi,	Gregory Smith, Ishwara Sankara, Cory Collinge	TBD	Benbrook	TX	TBD	(214) 814-1902
*	James Stanford, Olaide Ajayi,	Gregory Smith, Ishwara Sankara, Cory Collinge	310 Harvest Hill Drive, Suite 110	Midlothian	TX	76065	(469) 672-6064
	Ashokkumar and Riteshkumar	Patel	TBD	Huntsville	TX	TBD	(508) 353-6977
*	Majed	Saleh	8010 State Highway 78 Suite 200	Sachse	TX	75048	(469) 298-3138
*	Majed	Saleh	TBD	Sachse	TX	TBD	(469) 877-0340
*	Majed	Saleh	TBD	Richardson	TX	TBD	(469) 877-0340
*	Kamran	Jamal	4690 Windhaven Parkway, Suite 200	Lewisville	TX	75056	(214) 4078765
*	Kamran	Jamal	TBD	Carrollton	TX	TBD	(847) 525-6259
*	Kamran	Jamal	TBD	Addison	TX	TBD	(847) 525-6259
*	Bennie Ashley	Joshua Lorenzo	101 Winding Way, Suite I	Lake Jackson	TX	77566	(979) 316-3412
*	Bennie Ashley	Joshua Lorenzo	TBD	Texas City	TX	TBD	(602) 918-0822
*	Bennie Ashley	Joshua Lorenzo	TBD	Lake Jackson	TX	TBD	(810) 625-1757
*	Avani Patel	Hiral Makwana	TBD	San Antonio	TX	TBD	(630) 263-1195
*	Avani Patel	Hiral Makwana	TBD	San Antonio	TX	TBD	(217) 693-1390
*	Paula Flores and Kaleb Warnock	Christopher Barth	TBD	Houston	TX	TBD	(804) 516-2046
*	Paula Flores and Kaleb Warnock	Christopher Barth	TBD	Houston	TX	TBD	(915) 630-0524

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Kaleb Warnock	Christopher Barth	TBD	Houston	TX	TBD	(804) 516-2046
	Steven and Peggy	Johns	3551 Roger Brooke Drive, Building 3600	San Antonio	TX	78234	(210) 916-7723
*	Hiren and Charmi	Patel	TBD	Houston	TX	TBD	(973) 342-1421
*	Hiren and Charmi	Patel	TBD	Houston	TX	TBD	(714) 331-6226
*	Hiren and Charmi	Patel	TBD	Houston	TX	TBD	(973) 342-1421
*	Hiren and Charmi	Patel	TBD	Houston	TX	TBD	(973) 342-1421
*	Hiren and Charmi	Patel	TBD	Beaumount	TX	TBD	(714) 331-6226
*	Hiren and Charmi	Patel	TBD	Beaumount	TX	TBD	(973) 342-1421
*	Hiren and Charmi	Patel	TBD	Beaumont	TX	TBD	(973) 342-1421
*	William Long	Brent Partin	TBD	Webster	TX	TBD	(713) 557-4434
*	William Long	Brent Partin	TBD	Kemah	TX	TBD	(713) 557-4434
*	William Long	Brent Partin	TBD	La Porte	TX	TBD	(713) 557-4434
*	William Long	Brent Partin	TBD	Pasadena	TX	TBD	(713) 557-4434
*	William Long	Brent Partin	TBD	Pearland	TX	TBD	(713) 557-4434
*	William Long	Brent Partin	TBD	Houston	TX	TBD	(832) 414-9235
*	William Long	Brent Partin	TBD	Houston	TX	TBD	(832) 414-9235
*	Matthew and Tracy	Cohen	TBD	Austin	TX	TBD	(512) 626-6302
*	Matthew and Tracy	Cohen	TBD	Austin	TX	TBD	(512) 492-5893
*	Mansour	Hijazi	TBD	Houston	TX	TBD	(225) 439-9048
*	Mansour	Hijazi	TBD	Houston	TX	TBD	(225) 439-9048
*	Mansour	Hijazi	TBD	Houston	TX	TBD	(225) 439-9048
*	Avani and Kajal	Patel	TBD	Austin	TX	TBD	(630) 263-1195
*	Avani and Kajal	Patel	TBD	Austin	TX	TBD	(513) 420-7795
*	Avani and Kajal	Patel	TBD	Lago Vista	TX	TBD	(630) 263-1195
*	Avani and Kajal	Patel	TBD	Marble Falls	TX	TBD	(513) 420-7795
*	Courtney	Swanigan	TBD	Garland	TX	TBD	(818) 675-1564
*	Courtney	Swanigan	TBD	DeSoto	TX	TBD	(818) 675-1564
*	Courtney	Swanigan	TBD	Ennis	TX	TBD	(818) 675-1564
	Jill and John	Turke	TBD	North Richmond Hills	TX	TBD	(405) 922-8383
*	Joseph	Omobogie	TBD	Rowlett	TX	TBD	(972) 880-2580

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Joseph	Omobogie	TBD	Sunnyvale	TX	TBD	(972) 880-2580
*	Joseph	Omobogie	TBD	Cedar Hill	TX	TBD	(972) 880-2580
	Eric M.	Wood	TBD	Fort Worth	TX	TBD	(817) 903-7827
	Cody	Sommer	1010 East Red Hill Parkway	Saint George	UT	84770	(435) 656-5508
	Cody	Sommer	1190 Sage Drive, Unit A	Cedar City	UT	84720	(435) 267-0382
	Cody	Sommer	7812 South 1300 East	Sandy	UT	84094	(801) 568-7061
	Cody	Sommer	233 North Airport Road	Cedar City	UT	84721	(435) 586-1447
	Cody	Sommer	1622 West Sunset Boulevard	Saint George	UT	84770	(435) 986-4474
*	Cody	Sommer	977 W. 400 S Suite 206	Springville	UT	84663	(385) 248-0500
*	Cody	Sommer	922 E. Brigham Rd. Suite 2A	St. George	UT	84790	(435) 215-4488
*	Cody	Sommer	32 South 1350 West	Hurricane	UT	84737	(435) 272-1259
*	Cody	Sommer	792 S. 3000 East Suite #105	Saint George	UT	84790	(435) 678-8800
*	Cody	Sommer	3158 East 6200 Sutie A	Holladay	UT	84121	(801) 676-9183
*	Cody	Sommer	4585 West 13400 South	Riverton	UT	84096	(801) 878-4299
*	Cody	Sommer	9645 South State Street	Sandy	UT	84070	(801) 878-4375
*	Cody	Sommer	TBD	Salt Lake City	UT	TBD	(801) 410-7985
*	Cody	Sommer	TBD	Salt Lake City	UT	TBD	(801) 410-7985
*	Cody	Sommer	TBD	Salt Lake City	UT	TBD	(801) 410-7985
*	Cody	Sommer	TBD	Salt Lake City	UT	TBD	(801) 410-7985
*	Cody	Sommer	TBD	Salt Lake City	UT	TBD	(801) 410-7985
*	Brett, Blake, and Bryce	Mortenson	709 Sourh Main, Suite 110	Logan	UT	84321	(435) 554-1953
*	Brett, Blake, and Bryce	Mortenson	TBD	Logan	UT	TBD	(435) 225-2501
*	Jacob and Dennis Webb	April Miller	TBD	Salt Lake City	UT	TBD	(801) 915-4675
*	Jacob and Dennis Webb	April Miller	4748 South Highland Drive	Millcreek	UT	84117	(801) 998-8249
*	Jacob and Dennis Webb	April Miller	TBD	Salt Lake City	UT	TBD	(801) 915-4675
*	Jacob and Dennis Webb	April Miller	6040 South 3500 West Suite A	Roy	UT	84067	(801) 973-5909
*	Jacob and Dennis Webb	April Miller	TBD	Salt Lake City	UT	TBD	(801) 792-5133
*	Jacob and Dennis Webb	April Miller	TBD	Salt Lake City	UT	TBD	(801) 792-5133
*	Jacob and Dennis Webb	April Miller	TBD	Salt Lake City	UT	TBD	(801) 792-5133
*	Jacob and Dennis Webb	April Miller	TBD	Salt Lake City	UT	TBD	(801) 792-5133
*	Jacob and Dennis Webb	April Miller	TBD	Salt Lake City	UT	TBD	(801) 915-4675

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Jacob and Dennis Webb	April Miller	TBD	Houston	UT	TBD	(801) 792-5133
*	Jacob and Dennis Webb	April Miller	TBD	Houston	UT	TBD	(801) 644-9532
*	Jacob and Dennis Webb	April Miller	TBD	Salt Lake City	UT	TBD	(801) 644-9532
*	Jacob and Dennis Webb	April Miller	TBD	Salt Lake City	UT	TBD	(801) 915-4675
*	Jacob and Dennis Webb	April Miller	TBD	Salt Lake City	UT	TBD	(801) 792-5133
*	Jacob and Dennis Webb	April Miller	TBD	Salt Lake City	UT	TBD	(801) 792-5133
	Harsha	Amin	4001 Virginia Beach Boulevard Suite 115	Virginia Beach	VA	23452	(757) 200-0500
	Harsha, Avani and Chandni	Amin	1255 Fordham Drive, Suite 107	Virginia Beach	VA	23464	(757) 313-7230
	Roy Perez	Patrick Finn	401 North Great Neck Road Suite 101	Virginia Beach	VA	23454	(757) 313-7350
	Joshua and Jennifer	Moore	4501 Commonwealth Centre Parkway	Midlothian	VA	23112	(804) 763-2900
	Joshua and Jennifer	Moore	3813 Princess Anne Road, Suite 125	Virginia Beach	VA	23456	(757) 965-2522
	Samkit	Patel	237 South Battlefield Boulevard Ste 7	Chesapeake	VA	23322	(757) 410-5558
	Herb	Schriefer	2165 General Booth Boulevard Suite 158	Virginia Beach	VA	23454	(757) 430-0144
	Roshni and Dhrumil	Patel	265 Granby Street	Norfolk	VA	23510	(757) 624-9400
	Rumal and Sanjay Patel	Payal Shah	5860 Harbour View Boulevard, Ste A1 A	Suffolk	VA	23435	(757) 484-7548
	Meenal and Manish	Singh	20598 East Hampton Plaza	Ashburn	VA	20147	(703) 430-1700
	Vimal	Patel	742 West 21st Street, Unit #B	Norfolk	VA	23517	(757) 622-2002
	Indira and Ratilal	Patel	2728 North Mall Drive #113	Virginia Beach	VA	23452	(757) 333-6700
	Rajesh	Kaushal	4191 William Styron Square	Newport News	VA	23606	(757) 595-0600
	Mohammed Samir	Hasan	1460 Central Park Boulevard	Fredericksburg	VA	22401	(540) 785-7025
	Vimal	Patel	7152 Mechanicsville Turnpike	Mechanicsville	VA	23111	(804) 569-9707
	George "Roger" and Rebecca	Nicholson	11736 West Broad Street, Suite 101	Richmond	VA	23233	(804) 364-0281
	Jatin and Shreyansh	Trivedi	2033 Coliseum Drive #103	Hampton	VA	23666	(757) 964-7771

FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
Manan and Maulin Shah	Jatin and Rudrax "Rudy" Patel	2865 Lynnhaven Drive, Suite B-1	Virginia Beach	VA	23451	(757) 965-6965
Henry	Truong	1434 Sam's Drive Suite 101	Chesapeake	VA	23320	(757) 410-9543
Baldev and Mindi	Gill	2104 Pleasure House Road, Suite I	Virginia Beach	VA	23455	(757) 460-3350
Vimal	Patel	12551 Jefferson Avenue, Suite 211	Newport News	VA	23602	(757) 833-6256
Leonardo and Mary	Agagas	4312 Holland Road, Ste 105	Virginia Beach	VA	23452	(757) 747-1941
Vimal	Patel	1153 N. Mililtary Highway	Norfolk	VA	23502	(757) 455-5694
Leonardo and Mary	Agagas	2476 Nimmo Parkway, Suite 117	Virginia Beach	VA	23456	(757) 430-4433
Gemini and Urvashi	Patel	6925 Commons Plaza	Chesterfield	VA	23832	(804) 717-9060
Rupal and Tarun Shah	Jignesh Patel and Bipin Vyas	4920 / 8 A Monticello Avenue	Williamsburg	VA	23188	(757) 229-0600
Gemini and Urvashi	Patel	8207 West Broad Street	Richmond	VA	23294	(804) 527-2060
Marion and Anna Lynn	Cabble	929 West Broad Street	Richmond	VA	23220	(804) 353-3533
Rylan	Miller	12810 Jefferson Davis Highway	Chester	VA	23831	(804) 295-5449
Woo Choi and Agapito	Dienzo	1556 Potomac Greens Drive	Alexandria	VA	22314	(703) 299-8315
Bhavin	Patel	4032 Unit B Victory Boulevard	Portsmouth	VA	23701	(757) 465-8944
Vimal and Nitin	Miller	11321 C Nuckols Road	Glen Allen	VA	23059	(804) 346-5101
Vimal	Patel	12368 Warwick Boulevard A 109	Newport News	VA	23606	(757) 240-5458
Rylan	Miller	11513 Busy Street	Richmond	VA	23236	(804) 377-7320
Rylan	Miller	190 Southgate Square	Colonial Heights	VA	23834	(804) 524-9876
Harkirat and Jermanjit	Singh	251 West Lee Highway	Warrenton	VA	20186	(540) 428-1818
Payal	Shah	1501 Cedar Road #110	Chesapeake	VA	23322	(757) 312-0001
Harsha	Amin	3841 East Little Creek Road Suite A	Norfolk	VA	23518	(757) 965-5237
Abraham and Jacob	Razeq	9913 Southpoint Parkway	Fredericksburg	VA	22407	(540) 710-7025
Payal	Shah	4105 Chesapeake Square Boulevard, #103	Chesapeake	VA	23321	(757) 488-2060
Kaavya Singh	Jitendra Patel	6618/C Mooretown Road	Williamsburg	VA	23188	(757) 258-0007
Dennis and Nicole	Drake	43670 Greenway Corporate Drive Suite # 126	Ashburn	VA	20147	(571) 291-9089
Reena	Patel	4501 South Laburnum Avenue, Suite 150	Richmond	VA	23231	(804) 236-1100

FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
Shaheeb Sahidi	Shikeba Ramin	9971 Sowder Village Square	Manassas	VA	20109	(703) 330-1399
Curtis	Williams	15 South Gateway Drive, Suite 113	Fredericksburg	VA	22406	(540) 656-2167
Travis and Corrine	Loan	6552-A Little River Turnpike	Alexandria	VA	22312	(703) 354-0940
Indira	Patel	7862 Tidewater Drive, Suite 111	Norfolk	VA	23505	(757) 531-4950
Nimeshkuma	Bhagat	13609 Carrollton Boulevard, Ste. 1	Carrollton	VA	23314	(757) 745-7700
Rajesh	Kaushal	475 A Wythe Creek Road	Poquoson	VA	23662	(757) 659-0297
Haribhai, Meet, and Alkesh	Patel	506-A East Market Street	Leesburg	VA	20176	(703) 777-1100
Vimal	Patel	1201 North Main Street, Suite 300	Suffolk	VA	23434	(757) 539-7774
Vimal	Patel	2643 George Washington Memorial Highway, Suite 1	Yorktown	VA	23693	(757) 867-9004
Abraham	Razeq	2918 Chain Bridge Road	Oakton	VA	22124	(703) 496-5535
Dennis and Nicole	Drake	8069 Stonewall Shops Square	Gainesville	VA	20155	(703) 754-0404
Choudary	Anwarkhan	50 Riverton Commons Plaza, Suite 20	Front Royal	VA	22630	(540) 635-3965
Mohamnmed Samir and Katherine Ronckovitz-	Hasan	1465 Stafford Marketplace, Suite 115	Stafford	VA	22556	(540) 659-2200
Rylan	Miller	152 Market Street	Winchester	VA	22603	(224) 730-1839
George "Roger" and Rebecca	Nicholson	15521 Westchester Commons Way	Midlothian	VA	23113	(804) 897-9595
Dong Jun and Hae	Chung	14220- B Centreville Square	Centreville	VA	20121	(703) 815-1455
Chuck	Kim	609 East Main Street Suite BB	Purcellville	VA	20132	(540) 338-1100
Rylan	Miller	1601 Willow Lawn Drive	Richmond	VA	23230	(804) 658-5431
Daniel	Hester	2465 Centreville Road, Ste. J-23	Herndon	VA	20171	(703) 793-0116
Jason	Dieffenbach	4515 Haygood Road	Virginia Beach	VA	23455	(757) 460-7878
Niall	Reid	1954 Rio Hill Center	Charlottesville	VA	22901	(434) 975-0333
Nitin	Patel	15315 Creativity Drive	Culpeper	VA	22701	(540) 825-8417
Vimal	Patel	1320 Kempsville Road, Suite 111	Chesapeake	VA	23320	(757) 547-3570
Rylan	Miller	1531 South Pleasant Valley	Winchester	VA	22601	(224) 730-1839
Rylan	Miller	9363 Atlee Road, Suite 2101	Mechanicsville	VA	23116	(804) 730-1764
Vimal	Patel	12300 Jefferson Avenue, Suite 738	Newport News	VA	23602	(757) 369-5533
Joseph Carroll	Nuatu Tseggai	2966 Prince William Parkway	Woodbridge	VA	22192	(703) 910-7188

FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
Sanjay	Patel	1040 Settlers Landing Road, Suite E/F	Hampton	VA	23663	(757) 722-6290
Abeer "Abbey" and Maher "Mike"	Abdel-Qader	3978 Fettler Park Drive Building A	Dumfries	VA	22025	(703) 291-5097
Meenal and Manish	Singh	11684 Plaza America Drive	Reston	VA	20190	(703) 796-2233
Meenal and Manish	Singh	3811 North Fairfax Drive - Unit B	Arlington	VA	22203	(703) 243-2933
Mohammed Samir and Katherine Ronckovitz-	Hasan	6424 Landsdowne Centre Suite 32	Alexandria	VA	22315	(703) 373-3660
Corrine and Travis	Loan	850 Statler Boulevard Unit 107	Staunton	VA	22952	(540) 885-3555
Shikeba	Ramin	6110-A Arlington Boulevard	Falls Church	VA	22044	(703) 992-8004
Albertyna "Tyna" Sanchez, Sam & Bobbi Snowden	John & Danita Stewart	16450 Consumer Row	King George	VA	22485	(540) 413-1347
Jonathan "Jon" and Tina	Cash	7701 Timberlake Road	Lynchburg	VA	24502	(434) 239-8767
Do Yong Kim	Paul Robertson	10655 Braddock Road	Fairfax	VA	22032	(703) 867-1312
Daniel	Hester	24995 Riding Plaza	South Riding	VA	20152	(703) 542-6657
Daniel	Hester	4500 Daly Drive	Chantilly	VA	20151	(703) 263-2400
Dennis and Nicole	Drake	47010 Community Plaza, Suite 130	Sterling	VA	20164	(571) 313-0389
Corrine	Loan	1011 Port Republic Road	Harrisonburg	VA	22801	(540) 217-5575
Trung	Tang	2672 Avenir Place, Suite O	Vienna	VA	22180	(703) 207-4318
Abraham	Razeq	2701 Neabsco Common Place Unit #128	Woodbridge	VA	22191	(571) 285-4436
Addisu Tessema, Getu Mokonnen	Getu Beyene	1610 Belle View Boulevard	Alexandria	VA	22307	(703) 347-9964
Getu Mokonnen	Getu Beyene	12164 Fairfax Towne Center Suite 107A	Fairfax	VA	22033	(703) 272-7007
Jonathan "Jon"	Cash	896 Prices Fork Road	Blacksburg	VA	24060	(540) 951-4000
Mohammed Samir	Hasan	6360 Springfield Plaza	Springfield	VA	22150	(571) 465-2341
Shikeba	Ramin	TBD	Fairfax	VA	TBD	(347) 819-7765
Vimal	Patel	8135 George Washington Memorial Highway Suite C	Yorktown	VA	23692	(757) 327-1001
Albertyna "Tyna" Sanchez, Vanessa Cherry	Don Wilkerson	1464 Mount Pleasant Road Suite 30	Chesapeake	VA	23322	(757) 546-7070

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Abraham	Razeq	12528 Dillingham Square, Suite 16	Woodbridge	VA	22192	(703) 763-3216
	Reena	Patel	7102 Midlothian Turnpike Suite B	Richmond	VA	23225	(804) 276-3563
	Corrine and Travis	Loan	43 Linda Lane	Harrisonburg	VA	22801	(540) 217-2917
	Jonathan "Jon"	Cash	5002 Cross Road NW	Roanoke	VA	24012	(540) 366-2021
	Abeer "Abbey" and Maher "Mike"	Qader	9958 Liberia Ave	Manassas	VA	20110	(703) 686-4861
	Eddie and Rebecca	Maloney	703 Brandon Avenue S.W.	Roanoke	VA	24015	(540) 682-2140
	Do Yong Kim	Paul Robertson	3991 Pickett Street	Fairfax	VA	22031	(703) 364-5434
	Jonathan "Jon"	Cash	930 Olympia Drive	Charlottesville	VA	22911	(434) 422-8771
	Trung	Tang	8301 Greensboro Drive, Suite G	McLean	VA	22102	(703) 288-4318
	Rylan	Miller	9972 Brook Road	Glen Allen	VA	23059	(804) 332-5580
	Vimal	Patel	6691 Fox Centre Parkway	Gloucester	VA	23061	(804) 699-3800
	Joshua and Jennifer	Moore	1224 Greenbrier Parkway, Suite 218	Chesapeake	VA	23320	(757) 389-7179
	George "Roger" and Rebecca	Nicholson	1513 Partham Road Suite 23B	Henrico	VA	23229	(804) 447-1438
	Albertyna "Tyna" Sanchez	Erica Blanch	12697 Galveston Court	Manassas	VA	20112	(571) 399-7656
	Eddie and Rebecca	Maloney	3641 Blue Hills Village Drive	Roanoke	VA	24012	(540) 562-8095
	Corrine and Travis	Loan	501 B Shenandoah Village Drive	Waynesboro	VA	22980	(540) 471-8634
*	Eddie and Rebecca	Maloney	1224 West Main Street	Salem	VA	24153	(540) 404-4126
	Jacob	Razeq	9457 Lorton Market Street	Lorton	VA	22079	(571) 642-5044
	Harkirat Singh	Nadir Azhar	1334B Franklin Farm Road	Herndon	VA	20171	(571) 752-6060
*	Jacob	Razeq	6415 Shiplet Boulevard	Burke	VA	22015	(703) 891-0980
*	Jacob	Razeq	TBD	Alexandria	VA	TBD	(540) 419-5166
*	Nadir, Hasho, and Asad	Azhar	1220 West Broad Street	Falls Church	VA	22046	(571) 399-4134
*	Harkirat and Jermanjit Singh	Nadir Azhar, Harshpal Randhawa	TBD	Vienna	VA	TBD	(571) 243-0920
*	Harkirat and Jermanjit Singh	Nadir Azhar, Harshpal Randhawa	TBD	Falls Church,	VA	TBD	(571) 428-7724
*	Harkirat and Jermanjit Singh	Nadir Azhar, Harshpal Randhawa	TBD	Arlington	VA	TBD	(703) 501-7371

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
	Harkirat and Jermanjit Singh	Nadir Azhar, Harshpal Randhawa	TBD	Crystal City	VA	TBD	(571) 428-7724
	Oubab	Khalil	3610-G King Street	Alexandria	VA	22302	(571) 970-0126
	Howard	Raphael	1431 Mahone Avenue, Bldg. 9025	Fort Lee	VA	23801	(804) 894-9500
*	Toya Evans, Chanel Grant	Lauren Williamson	8651 John J. Kingman Road	Fort Belvoir	VA	22060	(571) 339-8353
	Dennis and Nicole	Drake	23634 Strickland Drive, Suite 100	Ashburn	VA	20148	(703) 327-2120
	Manan Shah	Shaishav and Hardikbhai Patel	209 Laskin Road, Unit 108	Virginia Beach	VA	23451	(757) 904-1737
*	Howard	Raphael	TBD	Danville	VA	TBD	(919) 961-6181
*	Vimal	Patel	TBD	Newport News	VA	TBD	(757) 870-2002
*	Vimal	Patel	TBD	Williamsburg	VA	TBD	(757) 870-2002
*	Oubab	Khalil	424 South Pickett Street	Alexandria	VA	22304	(703) 718-4158
	Jacob	Razeq	TBD	Mt. Vernon	VA	TBD	(540) 419-5166
	Abraham	Razeq	TBD	Fredericksburg	VA	TBD	(540) 287-7448
	Mohamnmed Samir and Katherine Ronckovitz-	Hasan	TBD	Stafford	VA	TBD	(703) 819-1117
	Tyler and Natalie	Dewey	1905 SE 192nd Avenue, Suite 113	Vancouver	WA	98607	(360) 817-1800
	Mong-Kieu Nguyen	Tai Lam	10445 NE 4th Street, Unit M	Bellevue	WA	98004	(425) 590-9609
	Ankit	Patel	1951 8th Street South	Wisconsin Rapids	WI	54494	(715) 424-1540
	Salem Najjar	George and Tammy Trakas	4820 South Moorland Road	New Berlin	WI	53151	(262) 794-3580
	Brent and Laurie	Larson	TBD	Green Bay - Appleton	WI	TBD	(920) 265-4122
	James and Michael	Kort	7940 South 6th Street, Suite 104	Oak Creek	WI	53154	(414) 304-5590
	James and Michael Kort	Jim Rodriguez	3007 South 108th Street	West Allis	WI	53227	(414) 488-8465
	Salem Najjar	George and Tammy Trakas	1463 Capitol Drive, Unit A	Pewaukee	WI	53072	(262) 737-6045
	Augustin and Danijela	Milic	721 East Sunset Drive	Waukesha	WI	53189	(262) 232-8324
*	Michael Kort	Jim Rodriguez and Joseph Ford	3657 South 27th Street	Milwaukee	WI	53221	(414) 488-2959
*	Michael Kort	Jim Rodriguez and Joseph Ford	5211 S 76th Street	Greendale	WI	53129	(414) 235-3792

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Michael Kort	Jim Rodriguez and Joseph Ford	TBD	Milwaukee	WI	TBD	(615) 663-7211
*	Michael Kort	Jim Rodriguez and Joseph Ford	6969 North Port Washington B110	Glendale	WI	53217	(414) 206-4674
*	Michael Kort	Jim Rodriguez and Joseph Ford	TBD	Milwaukee	WI	TBD	(248) 729-3736
*	Salem Najjar	George and Tammy Trakas	341 S Westfield Road	Madison	WI	53717	(608) 820-8029
*	Salem Najjar	George and Tammy Trakas	6231 Mckee Road Suite A1	Fitchburg	WI	53719	(608) 665-9024
	James and Michael Kort	Jim Rodriguez	TBD	Menomonee Falls	WI	TBD	(615) 663-7211
	Michael and Krystle Kort	Brandon Boase and Thomas Schmid	3212 East Calumet Street	Appleton	WI	54915	(630) 410-8214
*	Salem Najjar	George and Tammy Trakas	3318 University Avenue	Madison	WI	53705	(608) 230-6159
*	Salem Najjar	George and Tammy Trakas	1807 East Geneva Street, Suite G	Delavan	WI	53115	(262) 749-5249
*	Salem Najjar	George and Tammy Trakas	10990 Port Washington Road	Mequon	WI	54092	(262) 236-9033
*	Salem Najjar	George and Tammy Trakas	TBD	Milwaukee	WI	TBD	(847) 274-6499
*	Salem Najjar	George and Tammy Trakas	TBD	Milwaukee	WI	TBD	(810) 407-1100
*	Salem Najjar	George and Tammy Trakas	TBD	Milwaukee	WI	TBD	(847) 922-6382
*	Salem Najjar	George and Tammy Trakas	TBD	Greenfield	WI	TBD	(810) 407-1100
*	Salem Najjar	George and Tammy Trakas	TBD	Greenfield	WI	TBD	(847) 922-6382
*	Salem Najjar	George and Tammy Trakas	1400 Summit Avenue, Suite C	Oconomowoc	WI	53066	(262) 244-5063
*	Salem Najjar	George and Tammy Trakas	TBD	Greenfield	WI	TBD	(847) 274-6499
*	Salem Najjar	George and Tammy Trakas	TBD	Greenfield	WI	TBD	(847) 922-6382

	FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Salem Najjar	George and Tammy Trakas	TBD	Greenfield	WI	TBD	(810) 407-1100
*	James and Michael Kort	Danielle Timmerman	4363 West Wisconsin Avenue	Appleton	WI	54913	(920) 257-4691
*	James and Michael Kort	Danielle Timmerman	834 West Johnson Street	Fond Du Lac	WI	54935	(920) 933-2757
*	James and Michael Kort	Danielle Timmerman	TBD	Fond du Lac	WI	TBD	(248) 464-1660
	Michael Kort	Thomas Schmid	TBD	Neenah	WI	TBD	(586) 588-5775
	Sagar and Yes	Patel	TBD	Milwaukee	WI	TBD	(414) 807-7760
	Ankit	Patel	TBD	Plover	WI	TBD	(813) 810-6983
	Rylan	Miller	171 Retail Commons Parkway, Suite 9	Martinsburg	WV	25403	(224) 730-1839
*	Marc and Lawrence	Rodenbaugh	TBD	Morgantown	WV	TBD	(727) 809-1852
*	Marc and Lawrence	Rodenbaugh	TBD	Morgantown	WV	TBD	(727) 809-1852

***These franchisees have signed a Multi-Unit Development Addendum.**

LIST OF 84 FRANCHISEES WHO HAD AN OUTLET TERMINATED, CANCELLED, NOT RENEWED, OR OTHERWISE CEASED TO DO BUSINESS DURING THE YEAR ENDED DECEMBER 31, 2023 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
Arizona	Brian Cupery and Dara Cupery	Gilbert	702-358-3370	X		
Arizona	Eric Persson	Glendale	702-461-6055	X		
Arizona	Eric Persson	Goodyear	702-461-6055	X		
Arizona	Eric Persson	Phoenix	702-461-6055	X		
Arkansas	Michael Philip and Heather Philip	Fayetteville	479-263-3980		X	
Arkansas	Glen Johnson and Nicholas Crouch	Little Rock	501-224-1113			X
California	Regina Pilson and Michael Pilson	Rancho Cucamonga	909-899-7657	X		
Colorado	Gary Barnett, Gage Barnett, and Leighton “Wyatt” Barnett	Greeley	501-351-1565		X	
Connecticut	Daniel DeBarba	Milford	203-314-6990	X		
Connecticut	Daniel DeBarba and Lynn DeBarba	New Haven	203-314-6990	X		
Florida	Raymond Howell and Andrew Howell	TBD	804-815-1095	X		
Florida	Adam Alfonso	Destin	985-788-1450	X		
Florida	Adam Alfonso	Fort Walton Beach	985-788-1450	X		
Florida	Linda Morgan	Gulf Breeze	334-312-0860	X		

STATE	NAME(S)	CITY	TELEPHONE NUMBER	TRANSFER	CLOSED	CEASED OPERATIONS - OTHER REASON
Florida	Ming-Ting “Peter” Chung	Indian Harbour Beach	863-529-7961	X		
Florida	Irwin Witt and Joshua Witt	Jacksonville	904-527-3114	X		
Florida	Ming-Ting “Peter” Chung	Lakeland	863-529-7961	X		
Florida	Emily Harrington	Lutz	352-467-5473	X		
Florida	Ming-Ting “Peter” Chung	Melbourne	863-529-7961	X		
Florida	Ming-Ting “Peter” Chung	Melbourne	863-529-7961	X		
Florida	Ming-Ting “Peter” Chung	Merritt Island	863-529-7961	X		
Florida	Linda Morgan and Russell Rissman	Navarre	334-312-0860	X		
Florida	Raymond Howell and Andrew Howell	North Point	804-815-1095	X		
Florida	Ming-Ting “Peter” Chung	Palm Bay	863-529-7961	X		
Florida	William Striepeck and Stephanie Striepeck	Pensacola	850-375-5447	X		
Florida	Ming-Ting “Peter” Chung	Rockledge	863-529-7961	X		
Florida	Robert Gonzalez	Sarasota	845-616-2031	X		
Florida	Raymond Howell and Andrew Howell	Sarasota	804-815-1095	X		
Florida	Raymond Howell and Andrew Howell	Sarasota	804-815-1095	X		
Florida	Quincy Watkins	St. Petersburg	941-920-0194	X		
Florida	Danny Carpenter	Tallahassee	850-544-3488	X		

STATE	NAME(S)	CITY	TELEPHONE NUMBER	TRANSFER	CLOSED	CEASED OPERATIONS - OTHER REASON
Florida	Ralph Judy	Tallahassee	727-415-0402	X		
Florida	Emily Harrington	Tampa	352-467-5473	X		
Florida	Emily Harrington	Tampa	352-467-5473	X		
Florida	Raymond Howell and Andrew Howell	University Park	804-815-1095	X		
Florida	Raymond Howell and Andrew Howell	Venice	804-815-1095	X		
Florida	Ming-Ting “Peter” Chung	Winter Haven	863-529-7961	X		
Florida	Emily Harrington	Zephyrhills	352-467-5473	X		
Georgia	Shawn Moffett	Carrollton	678-949-7326	X		
Georgia	Nicole Bischone	Macon	772-971-1198	X		
Maryland	Jacob Razeq	Dunkirk	540-419-5166	X		
Maryland	Nabil Asad	Rockville	703-232-9200	X		
Maryland	Sudhirkumar “Sam” Mehta	Salisbury	410-463-1133	X		
Massachusetts	Erica Beaudry and Brandon Auger	Peabody	719-240-2108	X		
Massachusetts	Erica Beaudry and Brandon Auger	Swampscott	719-240-2108	X		
Massachusetts	Karyn Ferriera	Fairhaven	508-742-5934			X
Michigan	Brent St. Clair and Sherri St. Clair	Auburn Hills	810-516-9515	X		
Michigan	Brent St. Clair and Sherri St. Clair	Auburn Hills	810-516-9515	X		
Michigan	James White and Mark White	Commerce Charter Twp	248-361-9511	X		

STATE	NAME(S)	CITY	TELEPHONE NUMBER	TRANSFER	CLOSED	CEASED OPERATIONS - OTHER REASON
Michigan	Deborah LeMieux-King	Livonia	810-961-9620	X		
Missouri	John Balogun	St. Peters	314-915-4646	X		
Nevada	Eric Persson	Las Vegas	702-461-6055		X	
New York	John Kuitwaard	Farmingdale	516-817-4577	X		
New York	John Kuitwaard	Lindenhurst	516-817-4577	X		
New York	John Kuitwaard	Massapequa	516-817-4577	X		
North Carolina	Kenneth Hawkins, Danielle Hawkins, and Kenneth Hawkins	Charlotte	973-214-9767	X		
Oklahoma	Glen Johnson and Nicholas Crouch	Tulsa	501-224-1113	X		
Pennsylvania	Richard Hoelscher and April Hoelscher	Lititz	713-371-0034	X		
Rhode Island	John Zajac, Jill Zajac, and Colton Carmichael	Coventry	508-400-7230	X		
Rhode Island	John Zajac, Jill Zajac, and Colton Carmichael	Cranston	508-400-7230	X		
South Carolina	Ann Lane and Michael Aldridge	TBD	423-418-0991	X		
South Carolina	Rylan Miller	Indian Land	224-730-1839	X		
Tennessee	Carol Tomlinson and Jessica Taylor	Hermitage	615-881-4458	X		
Tennessee	Bradley Cook	Millington	901-270-6027	X		

STATE	NAME(S)	CITY	TELEPHONE NUMBER	TRANSFER	CLOSED	CEASED OPERATIONS - OTHER REASON
Texas	Gregory Smith, Ishwara Sankara, Olaide Ajayi, James Stanford, and Cory Collinge	Allen	817-368-6244	X		
Texas	Thomas Weaver, Stacey Weaver, Deborah Plato, Steven Plato, Stephanie Taylor, and Gary Taylor	Forney	214-497-5691	X		
Texas	Rahul Guduru and Sreelatha Maila	Houston	423-322-8805	X		
Texas	Dexter Rivera	League City	702-239-3636	X		
Texas	Vanessa Boles and Paul Davis	Magnolia	479-871-7487	X		
Texas	Benjamin Halstead and Marilyn Johnson	Midland	727-543-0841	X		
Texas	Carlos Varela and Rafael Varela	Palmhurst	956-574-9787			X
Texas	Michael Drankoski	Rockwall	214-435-6453	X		
Texas	Nilesh Patel and Jigna Patel	Texarkana	501-240-1021	X		
Texas	Nilesh Patel and Jigna Patel	Texarkana	501-240-1021	X		
Utah	Cody Sommer	Orem	801-410-7985		X	
Virginia	Abeer “Abbey” Abdel-Qader and Maher “Mike” Abdel-Qader	Herndon	540-295-7806	X		
Virginia	Jatin Trivedi and Shreyansh Trivedi	Norfolk	757-761-5327	X		
Virginia	Payal Shah	Norfolk	757-305-8524	X		
Virginia	Patrick Finn and Roy Perez	Virginia Beach	757-679-4218	X		

STATE	NAME(S)	CITY	TELEPHONE NUMBER	TRANSFER	CLOSED	CEASED OPERATIONS - OTHER REASON
Virginia	Scott Menkes and Linda Menkes	Virginia Beach	757-406-3658	X		
Virginia	Bipin Vyas, Jignesh Patel, Rupal Shah, and Tarun Shah	Williamsburg	757-340-7485	X		
Wisconsin	Augustin Milic and Danijela Milic	Pewaukee	414-617-8573	X		
Wisconsin	Augustin Milic and Danijela Milic	Waukesha	414-617-8573	X		
Wisconsin	Bhavesh Patel	Wisconsin Rapids	630-624-1782	X		

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

EXHIBIT J TO THE DISCLOSURE DOCUMENT

FINANCIAL STATEMENTS

GUARANTEE OF PERFORMANCE

For value received, TSC Intermediate, Inc., a Delaware corporation (the "**Guarantor**"), located at 1117 Perimeter Center West, Suite W200, Atlanta, GA 30338, absolutely and unconditionally guarantees to assume the duties and obligations of Tropical Smoothie Cafe, LLC, located at 1117 Perimeter Center West, Suite W200, Atlanta, GA 30338 (the "**Franchisor**"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2024 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Atlanta, Georgia on the 12th day of April, 2024.

Guarantor:

TSC Intermediate, Inc.

By: _____

Name: Charles Watson

Title: Chief Executive Officer

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TSC Intermediate, Inc. and Subsidiaries

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors and Shareholders
TSC Intermediate, Inc.

Opinion
We have audited the consolidated financial statements of TSC Intermediate, Inc (a Delaware corporation) and subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2023 and December 25, 2022, and the related consolidated statements of operations and comprehensive loss, shareholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and December 25, 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

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

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

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

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

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

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

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

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

Grant Thornton LLP

Atlanta, Georgia
April 11, 2024

TSC INTERMEDIATE, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(In thousands)

	December 31, 2023	December 25, 2022
Assets		
Current assets:		
Cash	$ 8,863	$ 8,593
Restricted cash	8,056	9,002
Accounts and notes receivable	6,320	6,286
Prepaid expenses and other current assets	3,419	2,679
Total current assets	26,658	26,560
Property and equipment, net	2,641	2,526
Other assets:		
Lease right-of-use assets, net	3,816	4,397
Goodwill	258,485	258,485
Intangible assets, net	349,636	361,494
Other non-current assets	5,036	4,517
Total other assets	616,973	628,893
Total assets	$ 646,272	$ 657,979
Liabilities and Shareholders' Equity		
Current liabilities:		
Current portion of long-term debt	$ 1,593	$ 2,669
Accounts payable and accrued expenses	5,518	10,225
Lease liabilities—current	543	542
Advertising fund liabilities	5,998	7,172
Other current liabilities	12,221	10,543
Total current liabilities	25,873	31,151
Senior credit facility, net	509,253	373,307
Lease liabilities, net of current portion	3,497	4,041
Deferred franchise fees, net of current portion	25,891	20,467
Deferred tax liabilities, net	13,384	5,292
Other non-current liabilities	494	504
Total liabilities	578,392	434,762
Commitments and contingencies (Note 10)		
Shareholders' Equity:		
Common stock	-	-
Additional paid in capital	435,593	429,522
Accumulated deficit	(367,713)	(206,305)
Total shareholders' equity	67,880	223,217
Total liabilities and shareholders' equity	$ 646,272	$ 657,979

See accompanying notes to consolidated financial statements

TSC INTERMEDIATE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(In thousands)

	Fiscal Year ended December 31, 2023	Fiscal Year ended December 25, 2022
Revenues:		
Royalty revenue and franchise fees	$ 76,627	$ 65,264
Advertising fees	58,613	49,624
Supplier rebates and incentives	24,049	20,113
Company-operated restaurant sales, net	982	889
Other revenues	3,555	3,171
Total revenues	163,826	139,061
Cost of revenues and operating expenses:		
Cost of sales(1)	932	879
Area developer fees	2	182
Advertising expenses	49,793	40,807
Selling, general and administrative expenses	44,278	41,652
Depreciation and amortization	12,840	11,867
Other operating expenses, net	9,589	14,724
Total cost of revenues and operating expenses	117,434	110,111
Operating income	46,392	28,950
Interest expense, net	40,479	28,967
Income (loss) before taxes	5,913	(17)
Income tax expense	9,918	1,133
Net loss and total comprehensive loss	$ (4,005)	$ (1,150)

(1) Cost of sales includes all operating expenses of the company-owned cafe, including advertising expenses, and excludes depreciation and amortization, which are presented separately.

See accompanying notes to consolidated financial statements.

TSC INTERMEDIATE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(In thousands, except share amounts)

	Common Stock				
	Shares	Amount	Additional Paid in Capital	Accumulated Deficit	Total Equity
Shareholders' Equity					
Balance December 26, 2021	1,000	$ -	$ 421,701	$ (57,769)	$ 363,932
Net loss	—	-	-	(1,150)	(1,150)
Distributions	—	-	(33)	-	(33)
Dividends	—	-	-	(147,386)	(147,386)
Option exercises	—	-	2,024	-	2,024
Equity-based compensation expense	—	-	5,830	-	5,830
Balance December 25, 2022	1,000	$ -	$ 429,522	$ (206,305)	$ 223,217
Net loss	—	-	-	(4,005)	(4,005)
Distributions	—	-	(280)	-	(280)
Dividends	—	-	-	(157,403)	(157,403)
Equity-based compensation expense	—	-	6,351	-	6,351
Balance December 31, 2023	1,000	$ -	$ 435,593	$ (367,713)	$ 67,880

See accompanying notes to consolidated financial statements.

TSC INTERMEDIATE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Fiscal Year ended December 31, 2023	Fiscal Year ended December 25, 2022
Net loss	$ (4,005)	$ (1,150)
Adjustments to reconcile net loss to net cash provided by operating activities:		
Depreciation and amortization	12,840	11,867
Deferred income taxes	8,092	817
Amortization of debt issuance costs	1,915	1,486
Equity-based compensation expense	6,351	5,830
Change in operating assets and liabilities:		
Accounts receivable	(211)	(662)
Prepaid expenses and other assets	(741)	(828)
Accounts payable and accrued expenses	(2,877)	8,138
Advertising fund liabilities	(1,174)	(4,200)
Deferred franchise fees	5,272	5,411
Other assets and liabilities, net	(671)	(2,893)
Cash provided by operating activities	24,791	23,816
Cash flows from investing activities:		
Capital expenditures	(916)	(717)
Principal payments on notes receivable	177	69
Re-acquired area development rights	-	(11,400)
Cash used in investing activities	(739)	(12,048)
Cash flows from financing activities:		
Deferred loan costs	(1,643)	(2,731)
Proceeds from senior credit facility	159,256	213,498
Proceeds from revolving line of credit	9,500	6,100
Principal payments on senior credit facility	(24,658)	(12,529)
Principal payments on revolving line of credit	(9,500)	(6,100)
Principal payments on notes payable	-	(64,000)
Proceeds from unit option exercises	-	2,024
Dividends	(157,403)	(147,386)
Distributions	(280)	(33)
Cash used in financing activities	(24,728)	(11,157)
Net increase (decrease) in cash and restricted cash	(676)	611
Cash and restricted cash, at beginning of year/period	17,595	16,984
Cash and restricted cash, at end of year/period	$ 16,919	$ 17,595
Supplemental disclosure of cash flow information:		
Cash paid during the period for interest	$ 37,963	$ 24,523
Cash paid during the period for taxes	$ 2,407	$ 136

See accompanying notes to consolidated financial statements.

1. Nature of Business and Organization

TSC Intermediate, Inc. (collectively with its consolidated subsidiaries, the "Company") is a Delaware corporation. The Company franchises and operates fast casual restaurants (cafes) focused on inspiring a healthier lifestyle and serving approachable, better-for-you smoothies, bowls, wraps, sandwiches, salads, and flatbreads. Founded in 1997 in Destin, FL, the Company's mission is to be the most beloved restaurant brand by sharing the fun and craveability of the tropics. The Company's balanced mix of smoothies and food provides great-tasting offerings with healthier alternatives to traditional quick service restaurants and fast casual dining options.

The Company franchises through its subsidiary Tropical Smoothie Café, LLC and operates one restaurant of the type being franchised through its subsidiary TSC-GA, LLC.

As of December 31, 2023, and December 25, 2022, there were 1,371 and 1,197 franchised restaurants, respectively, in operation in 44 states and the District of Columbia, and one corporate owned location.

2. Summary of Significant Accounting Policies

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 (US GAAP). The consolidated financial statements of the Company include the accounts of TSC Intermediate, Inc. and its wholly owned subsidiary, TSC Buyerco, LLC which is the parent of Tropical Smoothie Café Holdings, LLC, Tropical Smoothie Café, LLC and TSG-GA, LLC. All intercompany accounts and transactions have been eliminated in consolidation.

Comprehensive loss is a measure of net loss and all other changes in equity that result from transactions other than with equity holders and would normally be recorded in the Consolidated Statements of Shareholders' Equity and the Consolidated Statements of Comprehensive Loss. The Company does not have any components of other comprehensive loss recorded within its consolidated financial statements. Accordingly, there is no difference between net loss and comprehensive loss.

Fiscal Year

The Company reports on a 52–53-week yearly basis which ends on the last Sunday in December. The fiscal years ended December 31, 2023, and December 25, 2022, contained 53 and 52 weeks, respectively.

Use of Estimates

The preparation of consolidated financial statements in conformity with US 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. Significant management judgment is required in determining the accounting for, among other things, future cash flows associated with impairment testing for tangible and intangible long-lived assets, goodwill, contingencies, and the valuation of stock-based compensation. Actual results could differ from these estimates.

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 balances are carried at cost, which approximates fair value. The Company had no cash equivalents at December 31, 2023 and December 25, 2022. The financial instruments which

potentially subject the Company to concentrations of market and credit risk are cash and restricted cash. At times, cash balances may be in excess of the Federal Deposit Insurance Corporation insurance limits. The Company has not experienced any losses to date as a result of these risks. Management periodically assesses the quality of the financial institutions and believes that the risk related to these deposits is minimal.

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 accrued for royalties and advertising fees, collected weekly in arrears, initial franchise fees and vendor rebates. The Company regularly analyzes its accounts receivable to determine whether any allowance is necessary based on the Company's collection history and current economic conditions. The Company considers accounts receivable to be fully collectible; accordingly, no allowance for credit losses has been recorded as of December 31, 2023, and December 25, 2022. There was no bad debt expense write offs for the fiscal years ended December 31, 2023 and December 25, 2022.

Inventory

Inventory consists primarily of operations and advertising supplies distributed to franchisees and is included in other current assets in the accompanying consolidated balance sheets. Inventory is stated at the lower of cost or net realizable value. Cost is determined by the first-in, first-out method. No adjustment is deemed necessary to reduce inventory to net realizable value due to the rapid turnover and utilization.

Property and Equipment

Property and equipment are stated at cost, or fair value related to a change of control, 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 factors, including, but not limited to, software design and configuration, anticipated future gross revenues, estimated economic life, and changes in software technologies. Such capitalized costs include 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. The Company recorded amortization expense of $230 and $231, respectively, for the fiscal years ended December 31, 2023, and December 25, 2022. As of December 31, 2023 and December 25, 2022, the Company capitalized $682 and $176, respectively, net of accumulated amortization, which is included in other assets in the accompanying consolidated balance sheets.

Long-Lived Assets

The Company's long-lived assets consist of definite-lived intangible assets, property and equipment, lease right-of-use assets, and other 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. There were no impairment losses recognized during the fiscal years ended December 31, 2023, and December 25, 2022.

Goodwill and other indefinite-lived intangibles

The Company's indefinite-lived intangible assets consist of goodwill and trademarks and trade names which are not subject to amortization. On an annual basis (the first day of the fourth fiscal quarter) and whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable, the Company reviews the recoverability of goodwill and other indefinite-lived intangibles. The Company elected the option under ASC Topic 350, *Intangibles – Goodwill and Other* (Topic 350), to perform a qualitative assessment of the Company's reporting unit to determine whether further impairment testing was necessary. In this qualitative assessment, the Company considered the macroeconomic conditions, industry and market conditions, overall financial performance, and other entity specific events. In addition, the most recent fair value determination resulted in an amount that exceeded the carrying amount of the reporting unit. Based on these assessments, the Company determined that the likelihood that a current fair value determination would be less than the current carrying amount of the reporting unit is not more likely than not. No indications of impairment were identified during the fiscal years ended December 31, 2023, and December 25, 2022. Changes in circumstances or changes in management's judgments, assumptions and estimates could result in an impairment charge of a portion or all of its goodwill and other indefinite-lived intangibles in future periods.

Intangible Assets

Definite lived intangible assets represent franchise agreements and program materials and re-acquired franchise rights. Intangible assets with definite lives are amortized using the straight-line method over the following estimated useful life:

	Estimated Useful Life
Franchise agreements	15 years
Program materials	4 years
Re-acquired franchise rights	Remaining life of franchise agreements

Deferred Loan Costs

Deferred loan costs are presented as a debt discount and amortized over the term of the related debt. Amortization expense related to deferred loan costs was $1,915 and $1,486 for the fiscal years ended December 31, 2023, and December 25, 2022, respectively, and is included as a component of interest expense in the accompanying consolidated statements of operations and comprehensive loss.

Deferred Franchise Fees and Commission Expense

Deferred franchise fees consist 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 ASC Topic 606, *Revenue from Contracts with Customers* (Topic 606). As of December 31, 2023 and

December 25, 2022, deferred commissions of $3,893 and $2,861, respectively, were included in other noncurrent assets in the consolidated balance sheets.

Revenue Recognition

Revenues consist primarily of royalties, advertising fees, initial franchise fees, and other franchise-related fees. The Company's promises under its franchise agreements consist of (a) a franchise license, (b) pre-opening services, such as training, and (c) ongoing services, such as management of the national and local advertising funds, development of training materials and menu items, and restaurant monitoring. These promises are highly interrelated, so they are not considered to be individually distinct and therefore are accounted for as a single performance obligation, which is satisfied by providing a right to use the Company's intellectual property over the term of each franchise agreement. Initial franchise fees received by the Company before the restaurant opens are recorded as deferred franchise fees in the consolidated balance sheets.

Royalties, including advertising fees, are calculated as a percentage of franchise restaurant sales, net of discounts, over the term of the franchise agreement. The standard royalty rate is 6%. The advertising fee ranges from 2% to 3% for national advertising fees depending on the franchise agreement and 2% for local advertising fees. Initial franchise fees are payable by the franchisee upon signing of the franchise agreement and are non-refundable. The Company's franchise agreement royalties, inclusive of advertising fees, represent sales-based royalties that are related entirely to the Company's performance obligation under the franchise agreement and are recognized as franchised restaurant sales occur. Additionally, initial fees and transfer fees are recognized as revenue on a straight-line basis upon opening the café over the term of the respective agreement. The Company acts as a principal with respect to the advertising fees related to the national advertising fund and local advertising cooperatives based on its ability to define the nature of the goods or services provided. Additionally, the Company has determined that the advertising services provided to franchisees are highly interrelated with the franchise right and therefore not distinct. As a result, revenues for advertising services are recognized when the related restaurant sales occur based on the application of the sales-based royalty exception within Topic 606.

The Company records food and beverage revenues from its company-owned restaurant upon sale to the guest. The Company collects and remits sales, food and beverage, and hospitality taxes on transactions with guests and reports such amounts under the net method in its consolidated statements of operations and comprehensive loss. Accordingly, these taxes are not included in gross revenue.

The Company's franchisees sell gift cards with no expiration dates. The gift card program is administered by the Company under a services agreement with the third-party gift card issuer. All gift cards sold by the franchisees are the liability of the issuer. Accordingly, the issuer is responsible for any required escheat or unclaimed property reporting of abandoned gift cards. The Company is responsible for managing the cash proceeds and redemptions from the sale of gift cards with the gift card processor. The Company earns a 1% handling fee for facilitating the card transactions and a 14.8% trademark licensing fee for using Tropical Smoothie Cafe® marks on the cards, based on the value of the cards sold. The gift card issuer earns a 3% fee for its obligations under the program. The Company recognizes its revenues based on the annual estimate of gift cards sold which are reconciled annually with the issuer. Obligations between issuer and the Company are settled on a net basis monthly. Revenues recognized under the program totaled $764 and $715 for the fiscal years ended December 31, 2023 and December 25, 2022, respectively, and are included as a component of other revenue in the accompanying consolidated statements of operations and comprehensive loss.

The Company provides certain information technology services to our franchisees that are individually distinct from the performance obligations under the franchise agreement because they do not require integration with other goods or services we provide. In instances where we rely on third parties to provide goods or services to franchisees at our direction, we have determined we act as a principal in these transactions. Fees related to these services were $2,791 and $2,455 for the fiscal years ended December 31, 2023 and December 25, 2022, respectively, and are presented as other revenues within our statements of operations and comprehensive loss.

The following table represents a disaggregation of royalty and franchise revenues:

(in thousands)	Fiscal Year ended December 31, 2023	Fiscal Year ended December 25, 2022
Royalty revenue	$ 74,897	$ 64,239
Franchise fees	1,730	1,025
	$ 76,627	$ 65,264

Changes in deferred franchise fees were as follows (in thousands):

	Fiscal Year ended December 31, 2023	Fiscal Year ended December 25, 2022
Deferred franchise fees at beginning of period	$ 21,631	$ 16,220
Cash received	7,002	6,436
Franchise fees recognized	(1,730)	(1,025)
Deferred franchise fees at end of period	$ 26,903	$ 21,631

Approximately $15,526 and $13,072 of deferred revenue as of December 31, 2023, and December 25, 2022, respectively, relate to cafes that have not yet opened, so the fees are not yet being amortized. The weighted average remaining amortization period for deferred franchise and renewal fees related to open restaurants is 12.1 years and 13.7 years, respectively, as of December 31, 2023, and December 25, 2022.

The Company did not have any customers that represented more than 10% of total revenues for the periods presented.

Consideration from Vendors

The Company has entered into food and beverage supply agreements with certain major vendors of the Tropical Smoothie brand. Pursuant to the terms of these arrangements, rebates are provided to the Company from the vendors based upon the volume of purchases from our franchised restaurants. Additionally, the Company receives certain incentives from vendors to sponsor its annual franchisee convention. The Company recognizes the supplier rebates and incentives earned using the most likely amount based on all available information at each period's end date. The Company recognizes revenue for these incentives in the period in which the underlying transaction takes place and the point in which the incentive due is determinable. For the incentives from vendors to sponsor our annual franchisee convention, we determine the transaction price based on the distinct arrangements with the suppliers and recognize the revenue in the period when the convention takes place, as the performance obligation is deemed satisfied at that time. Consideration received in excess of the total expense of the vendor's products are included within supplier rebates and incentives within the consolidated statements of operations and comprehensive loss. Supplier rebates and incentives were $24,049 and $20,113 for the fiscal years ended December 31, 2023, and December 25, 2022, respectively.

Advertising Expenses

The Company administers a national advertising fund and local advertising cooperatives (the "advertising funds") on behalf of the franchisees in accordance with the franchise agreements. Franchisees contribute 2% to 3% of net sales to the national advertising funds and 2% of net sales to their local advertising cooperative. The national advertising fund is used to develop, maintain, administer, direct, prepare and produce marketing, promotion and advertising programs. The national advertising fund is accounted for separately from our other funds and is not used to defray general operating expenses, except for the reasonable compensation expense and other administrative costs that we may incur in activities reasonably related to the administration or direction of our marketing programs. Local advertising cooperatives are used to coordinate advertising and marketing efforts and programs, and to maximize the efficient use of local advertising media.

Advertising costs are expensed as incurred. When contributions to the advertising funds exceed the related advertising expenses, advertising costs are accrued up to the amount of the related contributions. Advertising fund contributions and expenditures are reported on a gross basis in the consolidated statements of operations and comprehensive loss, which are largely offsetting and therefore do not materially impact the Company's reported net loss. Compensation expense and other administrative costs incurred by the advertising funds of $10,882 and $8,823 for the fiscal years ended December 31, 2023 and December 25, 2022, respectively, are included in selling, general and administrative expenses in the consolidated statements of operations and comprehensive loss.

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 and comprehensive loss the fair value of stock awards issued over the requisite service period. The Company recognizes forfeitures as they occur. Management estimates the fair value of the equity awards 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 for time-based and performance-based options, and the lattice model for market-based options. 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.

Income Taxes

Income taxes are accounted for under the asset and liability method of accounting. Under this method, deferred tax assets or liabilities are recognized for the estimated future tax effects attributable to temporary differences between the carrying value and the tax basis of assets and liabilities as well as tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to be applicable in the years in which the differences are expected to be recovered or settled. Changes in deferred tax assets or liabilities are recognized in income tax expense in the accompanying consolidated statements of operations and comprehensive loss.

Deferred tax assets are recognized for all deductible temporary differences to the extent that it is probable that taxable income will be available against which the deductible temporary differences can be utilized. Realization of deferred tax assets is dependent upon the availability of taxable income and a valuation allowance for deferred tax assets is provided when it is more likely than not that a portion of the deferred tax assets will not be realized. In the assessment for realization of deferred tax assets, management considers all sources of taxable income including (i) taxable income in any available carry back period, (ii) scheduling of anticipated reversal of taxable temporary differences, (iii) tax-planning strategies and (iv) taxable income expected to be generated in the future other than from reversing temporary differences and carryforwards. Management continually evaluates the need for a valuation allowance based on earnings and utilization of deferred tax assets.

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 31, 2023 and December 25, 2022. Interest and penalties, when incurred, are recognized in other expense, net.

Leases

The Company determines whether an arrangement is a lease at inception. The Company has operating leases for office and retail space. The Company elected not to capitalize leases with terms less than one year, as allowed per the practical expedient under ASC Topic 842, *Leases.* The Company's leases have remaining terms of up to 5.8 years. Lease terms may include options to renew when it is reasonably certain that the Company will exercise that option. The Company's lease

agreements do not contain any material residual value guarantees or material restrictive covenants. Operating leases with terms greater than 12 months are included in “Lease right-of-use assets, net,” “Lease liabilities—current” and “Lease liabilities, net of current portion” on the consolidated balance sheets. As of December 31, 2023 and December 25, 2022, the Company did not have any finance leases.

As most of the Company’s leases do not provide an implicit rate, the Company uses its incremental borrowing rate based on the information available on the commencement date in determining the present value of lease payments. This rate represents the rate the Company would incur at the lease commencement to borrow an amount equal to the lease payments on a collateralized basis over the term of the lease. The Company has lease agreements that contain both lease and non-lease components. For real estate leases, the Company accounts for lease components together with non-lease components (e.g., common-area maintenance).

Fair Value Measurements

Fair value is the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. Assets and liabilities are classified using a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value as follows:

Level 1—Unadjusted quoted prices for identical instruments traded in active markets.
Level 2—Observable market-based inputs or unobservable inputs corroborated by market data.
Level 3—Unobservable inputs reflecting management’s estimates and assumptions.

The carrying values of cash, restricted cash, accounts receivable, accounts payable, and debt approximate fair value.

New Accounting Pronouncements

In December 2023, the FASB issued ASU 2023-09, *Income Taxes* (Topic 740): Improvements to Income Tax Disclosures. The ASU includes amendments requiring enhanced income tax disclosures, primarily related to standardization and disaggregation of rate reconciliation categories and income taxes paid by jurisdiction. The guidance is effective for fiscal years beginning after December 15, 2025, with early adoption permitted, and can be applied either prospectively or retrospectively. The Company is currently evaluating the impact of adopting this ASU on its disclosures.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments - Credit Losses* (Topic 326): Measurement of Credit Losses on Financial Instruments, which amends the FASB's guidance on the impairment of financial instruments. Topic 326 adds to U.S. GAAP an impairment model (known as the "current expected credit loss model" or "CECL") that is based on expected losses rather than incurred losses. The adoption of this standard did not have a material impact on the Company's balance sheets, results of operations and cash flows.

3. Accounts and Notes Receivable

Accounts and notes receivable consist of the following:

(in thousands)	December 31, 2023	December 25, 2022
Vendor rebates receivable	$ 3,508	$ 2,913
Royalties and advertising fees receivable	1,851	1,311
Franchise fees receivable	115	235
Current portion of notes receivable	-	177
Other receivables, net	846	1,650
Accounts and notes receivable	$ 6,320	$ 6,286

4. Other Current Liabilities

Other current liabilities consist of the following:

(in thousands)	December 31, 2023	December 25, 2022
Accrued payroll and incentive compensation	$ 3,932	$ 3,229
Accrued interest expense	5,796	4,789
Current portion deferred franchise fees	1,012	1,164
Other	1,481	1,361
Other current liabilities	$ 12,221	$ 10,543

5. Property and Equipment, net

(in thousands)	December 31, 2023	December 25, 2022
Leasehold improvements	$ 1,735	$ 1,774
Machinery and equipment	141	147
Furniture and fixtures	45	47
Computers and software	2,315	1,534
Property and equipment	4,236	3,502
Less: Accumulated depreciation	(1,595)	(976)
Property and equipment, net	$ 2,641	$ 2,526

Depreciation expense for the fiscal years ended December 31, 2023, and December 25, 2022, totaled $752 and $513, respectively.

6. Intangible Assets, Net

Intangible assets, net consist of the following:

(in thousands)	December 31, 2023	December 25, 2022
Indefinite-lived intangibles:		
Trademarks and trade names	$ 231,700	$ 231,700
Definite-lived intangibles:		
Franchise agreements	138,300	138,300
Program materials	1,400	1,400
Re-acquired franchise rights	14,300	14,300
Accumulated amortization	(36,064)	(24,206)
Total definite-lived intangibles, net	117,936	129,794
Total intangibles, net	$ 349,636	$ 361,494

In connection with the termination of area developer agreements and the re-acquisition of the related franchise rights during fiscal 2022, the Company collectively paid $11,400. These re-acquired area development and franchise rights are being amortized over the remaining term of the related franchise agreements. The weighted average remaining life of these intangibles was 6.3 years. There were no re-acquisitions of area developer agreements during fiscal 2023.

Amortization expenses related to intangible assets was $11,858 and $11,123 for the fiscal years ended December 31, 2023, and December 25, 2022, respectively.

Estimated future amortization expense related to intangible assets is as follows on December 31, 2023:

Fiscal Year	(in thousands)
2024	$ 11,747
2025	11,508
2026	11,508
2027	11,089
2028	10,463
Thereafter	61,621
	$ 117,936

7. Debt

Long-term debt consisted of the following:

(in thousands)	December 31, 2023	December 25, 2022
Revolving line of credit due September 2026 (variable rates)	$ -	$ -
2020 Term Loan due September 2026 (variable rates)	103,852	117,449
2021 Term Loan due September 2026 (variable rates)	48,247	52,356
2022 Term Loan due September 2026 (variable rates)	206,012	212,964
2023 Term Loan due September 2026 (variable rates)	159,256	-
Less: deferred loan costs	(6,521)	(6,793)
Total debt, net	510,846	375,976
Less: debt payable within a year	(1,593)	(2,669)
Long-term debt	$ 509,253	$ 373,307

Senior Credit Facility

On September 4, 2020, the Company entered into an agreement with a financial institution in an aggregate amount of $160,000, consisting of $150,000 in a term loan (2020 Term Loan) and $10,000 in a revolving credit commitment (collectively, the Credit Agreement) which matures on September 4, 2026. The Credit Agreement was used to partially fund the acquisition of Tropical Smoothie Cafe, LLC.

Commencing on December 31, 2020, and on the last day of each calendar quarter thereafter, the Company shall repay the 2020 term loan in quarterly installments in the amount of $375. All outstanding principal and unpaid interest are due at maturity. Unapproved prepayments of term loan principal amounts are subject to a premium of principal payment plus 1.0% for payments through March 4, 2022. The Company made $13,597 and $5,000 of prepayments of the 2020 term loan principal during the fiscal years ended December 31, 2023, and December 25, 2022, respectively, which reduced the future mandatory principal payments.

In April 2021, the Company amended its Credit Agreement to borrow an additional $59,500 under the term loan (2021 Term Loan). The 2021 Term Loan has a maturity date of September 4, 2026, with interest paid quarterly and quarterly mandatory prepayments of $149 beginning on September 30, 2021. Unapproved prepayments of term loan principal amounts are also subject to a premium of principal payment plus 1.0% for payments through March 4, 2022. The Company made

$4,109 and $6,400 of prepayments of the 2021 term loan principal during the fiscal years ended December 31, 2023, and December 25, 2022, respectively, which reduced the future mandatory principal payments.

In May 2022, the Company amended its Credit Agreement to borrow an additional $213,498 under the term loan (2022 Term Loan). The 2022 Term Loan has a maturity date of September 4, 2026, with interest paid quarterly and quarterly mandatory prepayments of $534 beginning on September 30, 2022. Unapproved prepayments of term loan principal amounts were also subject to a premium of principal payment plus 1.0% for payments through May 26, 2023. The Company made $6,952 of prepayments of the 2022 term loan principal during the fiscal year ended December 31, 2023, which reduced the future mandatory principal payments.

In December 2023, the Company amended its Credit Agreement to borrow an additional $159,256 under the term loan (2023 Term Loan). The 2023 Term Loan has a maturity date of September 4, 2026, with interest paid quarterly and quarterly mandatory prepayments of $398 beginning on March 31, 2024. Unapproved prepayments of term loan principal amounts were also subject to a premium of principal payment plus 1.0% for payments through December 20, 2024.

The outstanding term loans at December 31, 2023 totaled $510,846, net of unamortized deferred loan costs of $6,521.

The Company may elect for all or part of term loans and revolving credit commitment borrowings to bear interest either at a Base Rate or a Secured Overnight Financing Rate (SOFR). The Company transitioned from LIBOR to SOFR during 2022 in connection with the amendment. In the case of Base Rate Loans, the interest rate is calculated at the Applicable Margin plus the Base Rate, as defined. For Base Rate borrowings, the Applicable Margin is defined as ranging from 3.75% to 4.75% based upon certain leverage ratios, as defined. In the case of SOFR Loans, the interest is calculated at the Applicable Margin plus adjusted SOFR, as defined. For SOFR borrowings, the Applicable Margin is defined as ranging from 4.75% to 5.75% based upon certain leverage ratios, as defined. The Credit Agreement also provides for a quarterly commitment fee of 0.5% applied to the undrawn but committed funds under the revolving credit commitment. As of December 31, 2023, and December 25, 2022, the effective rate under the credit facility was 10.96% and 9.67%, respectively.

The Credit Agreement is secured by substantially all assets and includes certain covenants which, among other provisions, require the Company to maintain certain quarterly financial covenants and limit payment of dividends and indebtedness. As of December 31, 2023, the Company was in compliance with the financial covenants under the Credit Agreement.

As of December 31, 2023, there were no outstanding borrowings on the revolving credit commitment.

Aggregate future principal payments on the term loans are as follows at December 31, 2023:

Year	(in thousands)
2024	$ 1,593
2025	1,194
2026	514,580
2027	-
2028	-
Total	$ 517,367

Fair Value of Debt

Fair value of debt is determined on a non-recurring basis. The borrowing rate on the Credit Facility of 10.96% and 9.67% approximates the Company's incremental borrowing rate as of December 31, 2023, and December 25, 2022,

respectively, and was used to calculate the fair value of debt. Therefore, the carrying value of the Senior Credit Facility approximated fair value as of December 31, 2023, and December 25, 2022.

8. Leases

The Company leases office and restaurant space under non-cancelable agreements accounted for as operating leases. The leases generally require the Company to pay taxes, maintenance, and insurance.

Components of lease expense were as follows:

(in thousands)	Fiscal Year ended December 31, 2023	Fiscal Year ended December 25, 2022
Operating lease cost	$ 863	$ 881
Short-term lease cost	21	-
Total	$ 884	$ 881

For the fiscal years ended December 31, 2023, and December 25, 2022, no new ROU assets were obtained in exchange for operating lease liabilities. For the fiscal years ended December 31, 2023, and December 25, 2022, the Company paid $824 and $819, respectively, for amounts included in the measurement of operating lease liabilities.

As of December 31, 2023, the weighted average remaining lease term and weighted average discount rate for operating leases were 5.8 years and 6.5%, respectively.

Maturities of lease liabilities at December 31, 2023 were as follows:

Fiscal Year	(in thousands)
2024	$ 790
2025	815
2026	838
2027	864
2028	890
Thereafter	682
Total lease payments	4,879
Less: Imputed interest	(839)
Total lease liabilities	$ 4,040

9. Income Taxes

Income tax expense consisted of the following:

(in thousands)	December 31, 2023			December 25, 2022		
	Current	Deferred	Total	Current	Deferred	Total
Federal	$ 1,618	$ 7,210	$ 8,828	$ 281	$ 606	$ 887
State	208	882	1,090	35	211	246
Total expense	$ 1,826	$ 8,092	$ 9,918	$ 316	$ 817	$ 1,133

A reconciliation of income tax at the U.S. federal statutory tax rate (using a statutory tax rate of 21%) to income tax expense is as follows:

	December 31, 2023		December 25, 2022	
	Amount (in thousands)	%	Amount (in thousands)	%
Income (loss) before income taxes	$ 5,913		$ (17)	
Reconciliation of the effective tax rate:				
Expected income tax expense (benefit) at statutory rate	1,242	21 %	(4)	21 %
State tax expense, net of federal tax	129	2%	194	(1068)%
Change in valuation allowance (a)	8,524	144%	-	- %
Initial public offering readiness and strategic transition costs (b)	-	- %	1,033	(5697)%
Excess tax benefits from stock compensation	(12)	- %	(317)	1746 %
Other	35	1 %	227	(1250)%
Income tax expense	$ 9,918	168 %	$ 1,133	(6248)%

(a) Represents a change in the valuation allowance related to Section 163j interest deduction limitations.

(b) Represents external professional service costs incurred in connection with IPO-readiness efforts.

The components of deferred tax assets (liabilities) consisted of the following:

(in thousands)	December 31, 2023	December 25, 2022
Deferred tax assets:		
Net operating loss carryforwards	$ 1,162	$ 3,563
Lease liabilities	1,004	1,135
Accrued expenses	749	668
Deferred revenue	3,713	2,176
Stock compensation	4,195	2,615
Excess interest deductions	14,555	7,803
Other	-	4
Less: Valuation Allowance	(8,524)	-
	16,854	17,964
Deferred tax liabilities:		
Intangible assets	(27,538)	(20,183)
Lease right-of-use assets	(948)	(1,089)
Property and equipment	(286)	(441)
Prepaid expenses	(1,365)	(1,190)
Other	(101)	(353)
	(30,238)	(23,256)
Net deferred tax liability	$ (13,384)	$ (5,292)

As of December 25, 2022, the Company had $12,503 of federal net operating loss carryforwards (NOLs), all of which were utilized during the fiscal year ended December 31, 2023. As of December 31, 2023 and December 25, 2022, the Company had $20,761 and $18,820 of state NOLs which may be used to offset state taxable income. The Company's state net operating losses have various lives, with the earliest expirations beginning in 2025. The NOLs are reflected in the consolidated financial statements as a deferred income tax asset.

Based upon an evaluation of the deferred tax assets, the Company has recognized a valuation allowance of $8,524 as of December 31, 2023. The valuation allowance is provided for certain deferred tax assets related to Section 163(j) interest carryforwards for which the Company believes it is more likely than not that the tax benefits will not be realized. The Company considers the reversal of existing taxable temporary differences, projected future taxable income and tax planning strategies in making this assessment.

As of December 31, 2023, the 2020 through 2023 tax returns generally remain subject to examination by federal and most state tax authorities. Tax attributes, such as net operating losses, arising in periods prior to 2020 may also be subject to examination.

The Company had no unrecognized tax benefits as of December 31, 2023 and December 25, 2022.

10. Commitments and Contingencies

Litigation

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.

11. Shareholders' Equity

The Company has 1,000 common stock shares that are authorized, issued and outstanding with a par value of $0.001 per share at December 31, 2023 and December 25, 2022. Each share of common stock entitles the holder to one vote and common shareholders will not have cumulative voting rights. Common shareholders are entitled to receive dividends, as and if declared by the board of directors. In addition, all common shareholders are entitled to share equally on a share-for-share basis in any assets available for distribution to common shareholders upon liquidation, dissolution, or winding up of the Company.

During the fiscal years ended December 31, 2023 and December 25, 2022, the Company made cash dividends to shareholders of $157,403 and $147,386, respectively, and distributions of $280 and $33, respectively.

12. Other Operating Expense, Net

Other operating expense, net consists of the following:

(in thousands)	Fiscal Year ended December 31, 2023	Fiscal Year ended December 25, 2022
Strategic transition costs	$ 1,103	$ 5,027
Management fees	1,278	-
Refinancing costs	274	324
Equity-based compensation	6,351	5,830
Technology implementation expenses	307	213
Integration, business combination and transaction expenses	276	3,330
Total other operating expense, net	$ 9,589	$ 14,724

13. Equity-Based Compensation

On November 4, 2020, TSC Parent, L.P., the parent company of TSC Intermediate, Inc., established an incentive compensation plan (the Unit Option Agreement or the Agreement). The Unit Option Agreement provides for the grant of options to certain employees of the Company. There are 600,000 Class B Common Unit options authorized for issuance under the Agreement. Class B Common Units participate in the profits and distributions of the TSC Parent, L.P., but have no voting rights. The options vest based on a combination of service, performance and market conditions. The time-based options vest in equal annual tranches over 5 years; the performance-based options vest based on annual performance targets over 5 years; and the market-based options are contingent on the occurrence of a liquidity event.

Assumptions for grants issued in the fiscal years ended December 31, 2023 and December 25, 2022 are as follows:

	Fiscal Year ended December 31, 2023	Fiscal Year ended December 25, 2022
Risk-free interest rate	3.67 %	3.89 %
Volatility factor (average)	44 %	44 %
Dividend yield	0 %	0 %
Expected life (years)	6 years	6 years

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 years ended December 31, 2023 and December 25, 2022:

	Number of Options (in thousands)	Weighted Average Exercise Price
Outstanding, December 26, 2021	387	$ 100.00
Granted	138	196.00
Exercised	(20)	100.00
Forfeited/canceled	(2)	100.00
Outstanding, December 25, 2022	503	126.34
Granted	4	235.40
Exercised	(1)	100.00
Forfeited/canceled	(21)	139.55
Outstanding, December 31, 2023	485	$ 126.72

	Number of Options (in thousands)	Grant Date Fair Value
Nonvested options, outstanding, December 26, 2021	363	$ 33.94
Granted	138	94.58
Vested	(71)	34.60
Forfeited/canceled	(2)	34.60
Nonvested options, outstanding, December 25, 2022	428	53.38
Granted	4	115.20
Vested	(83)	55.34
Forfeited/canceled	(21)	72.92
Nonvested options, outstanding, December 31, 2023	328	$ 52.31

The total fair value of options granted for the fiscal years ended December 31, 2023 and December 25, 2022 were $449 and $13,086, respectively. The Company recorded equity-based compensation expense of $6,351 and $5,830 related to the granted options for the fiscal years ended December 31, 2023 and December 25, 2022, respectively. As of December 31, 2023, there was $6,440 of total unrecognized compensation costs related to such options, and the costs are expected to be recognized over a weighted average period of 2 years. At December 31, 2023, there were 158 vested options pursuant to the Company's compensation arrangement. Options outstanding at December 31, 2023 have a weighted average remaining contractual life of 8.6 years.

Excess Tax Benefits

Excess tax benefits represent the difference between the tax deduction the Company will receive on its tax return for compensation recognized by employees upon the exercise of options and the tax benefit recognized for the grant date fair value of the awards. For the fiscal years ended December 31, 2023, and December 25, 2022, the Company recognized excess tax benefits related to the exercise of stock-based awards of $13 and $317, respectively.

14. Related Party Transactions

During the fiscal year ended December 31, 2023, the Company paid out $1,278 of management fees to related parties. As discussed in Note 7, during fiscal year ended December 25, 2022, the Company has paid in full the subordinated debt to a related party. There were no other related party transactions during fiscal years ended December 31, 2023 and December 25, 2022.

15. 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 $517 and $486 for the fiscal years ended December 31, 2023 and December 25, 2022, respectively.

16. Subsequent Events

The Company has evaluated for all other subsequent events between the consolidated balance sheet date of December 31, 2023 and the date the consolidated financial statements were available for issuance, April 11, 2024, and has concluded that all subsequent events requiring recognition or disclosure have been incorporated into these consolidated financial statements.

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TSC Intermediate, Inc. and Subsidiaries

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors and Shareholders
TSC Intermediate, Inc.

Opinion
We have audited the consolidated financial statements of TSC Intermediate, Inc. (a Delaware corporation) and subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 25, 2022 and December 26, 2021, and the related consolidated statements of operations and comprehensive income (loss), shareholders' equity, and cash flows for the years then ended, and the related notes to the financial statements.

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

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

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

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

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

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

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

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

Grant Thornton LLP

Atlanta, Georgia
April 12, 2023

TSC INTERMEDIATE, INC. AND SUBSIDIARIES
CONSOLIDATED BALANCE SHEETS
(In thousands, except share and per share data)

	December 25, 2022	December 26, 2021
Assets		
Current assets:		
Cash	$ 8,593	$ 5,998
Restricted cash	9,002	10,986
Accounts and notes receivable	6,286	5,515
Prepaid expenses and other current assets	2,679	1,851
Total current assets	26,560	24,350
Property and equipment, net	2,526	2,322
Other assets:		
Lease right-of-use assets, net	4,397	4,927
Goodwill	258,485	258,485
Intangible assets, net	361,494	361,217
Other non-current assets	4,517	2,084
Total other assets	628,893	626,713
Total assets	$ 657,979	$ 653,385
Liabilities and Shareholders' Equity		
Current liabilities:		
Current portion of long-term debt	$ 2,669	$ 595
Accounts payable and accrued expenses	10,225	3,464
Lease liabilities—current	542	506
Advertising fund liabilities	7,172	11,372
Other current liabilities	10,543	6,524
Total current liabilities	31,151	22,461
Senior credit facility, net	373,307	177,791
Subordinated related party note payable	—	64,000
Lease liabilities, net of current portion	4,041	4,543
Deferred franchise fees, net of current portion	20,467	15,564
Deferred tax liabilities, net	5,292	4,475
Other non-current liabilities	504	619
Total liabilities	434,762	289,453
Commitments and contingencies (Note 10)		
Shareholders' Equity:		
Common stock, $0.001 par value; 1,000 shares authorized and outstanding as of December 25, 2022 and December 26, 2021	—	—
Additional paid in capital	429,522	421,701
Accumulated deficit	(206,305)	(57,769)
Total shareholders' equity	223,217	363,932
Total liabilities and shareholders' equity	$ 657,979	$ 653,385

See accompanying notes to consolidated financial statements

TSC INTERMEDIATE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS)
(In thousands, except share and per share data)

	Fiscal Year ended December 25, 2022	Fiscal Year ended December 26, 2021
Revenues:		
Royalty revenue and franchise fees	$ 65,264	$ 56,466
Advertising fees	49,624	42,394
Supplier rebates and incentives	20,113	17,888
Company-operated restaurant sales, net	889	841
Other revenues	3,171	2,014
Total revenues	139,061	119,603
Cost of revenues and operating expenses:		
Cost of sales[(1)]	879	815
Area developer fees	182	454
Advertising expenses	40,807	35,190
Selling, general and administrative expenses	41,652	33,063
Depreciation and amortization	11,867	10,737
Other operating expenses, net	14,724	6,018
Total cost of revenues and operating expenses	110,111	86,277
Operating income	28,950	33,326
Interest expense, net	28,967	23,176
Income (loss) before taxes	(17)	10,150
Income tax expense	1,133	2,858
Net income (loss) and total comprehensive income (loss)	$ (1,150)	$ 7,292
Net income (loss) per common share		
Basic	$ (1,150.00)	$ 7,292.00
Diluted	$ (1,150.00)	$ 7,292.00
Weighted average shares outstanding		
Basic	1,000	1,000
Diluted	1,000	1,000

(1) Cost of sales includes all operating expenses of the company-owned cafe, including advertising expenses, and excludes depreciation and amortization, which are presented separately.

See accompanying notes to consolidated financial statements.

TSC INTERMEDIATE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
(In thousands, except share amounts)

	Common Stock		Additional Paid in Capital	Accumulated Deficit	Total Equity
	Shares	Amount			
Shareholders' Equity					
Balance December 27, 2020	1,000	$ —	$ 417,237	$ (716)	$ 416,521
Net income	—	—	—	7,292	7,292
Distributions	—	—	(96)	—	(96)
Dividends	—	—	—	(64,345)	(64,345)
Equity-based compensation expense	—	—	4,560	—	4,560
Balance December 26, 2021	1,000	$ —	$ 421,701	$ (57,769)	$ 363,932
Net loss	—	—	—	(1,150)	(1,150)
Distributions	—	—	(33)	—	(33)
Dividends	—	—	—	(147,386)	(147,386)
Option exercises	—	—	2,024	—	2,024
Equity-based compensation expense	—	—	5,830	—	5,830
Balance December 25, 2022	1,000	$ —	$ 429,522	$ (206,305)	$ 223,217

TSC INTERMEDIATE, INC. AND SUBSIDIARIES
CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands)

	Fiscal Year ended December 25, 2022	Fiscal Year ended December 26, 2021
Net income (loss)	$ (1,150)	$ 7,292
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	11,867	10,737
Deferred income taxes	817	2,858
Non-cash interest expense, net	1,486	1,279
Equity-based compensation expense	5,830	4,560
Change in operating assets and liabilities:		
Accounts receivable	(662)	(1,692)
Prepaid expenses and other assets	(828)	(1,211)
Accounts payable and accrued expenses	8,138	1,847
Advertising fund liabilities	(4,200)	4,884
Deferred franchise fees	5,411	6,074
Other assets and liabilities, net	(2,893)	380
Cash provided by operating activities	23,816	37,008
Cash flows from investing activities:		
Capital expenditures	(717)	(577)
Principal payments on notes receivable	69	90
Re-acquired area development rights	(11,400)	—
Cash used in investing activities	(12,048)	(487)
Cash flows from financing activities:		
Deferred loan costs	(2,731)	(1,015)
Proceeds from senior credit facility	213,498	59,500
Proceeds from revolving line of credit	6,100	—
Principal payments on senior credit facility	(12,529)	(23,300)
Principal payments on revolving line of credit	(6,100)	(1,500)
Principal payments on notes payable	(64,000)	—
Proceeds from option exercises	2,024	—
Dividends	(147,386)	(64,345)
Distributions	(33)	(96)
Cash used in financing activities	(11,157)	(30,756)
Net increase in cash and restricted cash	611	5,765
Cash and restricted cash, at beginning of year/period	16,984	11,219
Cash and restricted cash, at end of year/period	$ 17,595	$ 16,984
Supplemental disclosure of cash flow information:		
Cash paid during the period for interest	$ 24,523	$ 21,385
Cash paid during the period for taxes	$ 136	$ 26

See accompanying notes to consolidated financial statements.

1. Nature of Business and Organization

TSC Intermediate, Inc. (collectively with its consolidated subsidiaries, the "Company") is a Delaware corporation. The Company franchises and operates fast casual restaurants (cafes) focused on inspiring a healthier lifestyle and serving approachable, better-for-you smoothies, wraps, sandwiches, salads, and flatbreads. Founded in 1997 in Destin, FL, the Company's mission is to be the most beloved restaurant brand by sharing the fun and craveability of the tropics. The Company's balanced mix of smoothies and food provides great-tasting offerings with healthier alternatives to traditional quick service restaurant and fast casual dining options.

The Company franchises through its subsidiary Tropical Smoothie Café, LLC and operates one restaurant of the type being franchised through its subsidiary TSC-GA, LLC.

As of December 25, 2022 and December 26, 2021, there were 1,197 and 1,038 franchised restaurants, respectively, in operation in 44 states and the District of Columbia, and one corporate owned location.

2. Summary of Significant Accounting Policies

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 (US GAAP). The consolidated financial statements of the Company include the accounts of TSC Intermediate, Inc. and its wholly owned subsidiary, TSC Buyerco, LLC which is the parent of Tropical Smoothie Café Holdings, LLC, Tropical Smoothie Café, LLC and TSG-GA, LLC. All intercompany accounts and transactions have been eliminated in consolidation.

Comprehensive income (loss) is a measure of net income (loss) and all other changes in equity that result from transactions other than with equity holders and would normally be recorded in the Consolidated Statements of Shareholders' Equity and the Consolidated Statements of Comprehensive Income (Loss). The Company does not have any components of other comprehensive income (loss) recorded within its consolidated financial statements. Accordingly, there is no difference between net income (loss) and comprehensive income (loss).

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 25, 2022 and December 26, 2021 each contained 52 weeks.

Use of Estimates

The preparation of consolidated financial statements in conformity with US 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. Significant management judgment is required in determining the accounting for, among other things, future cash flows associated with impairment testing for tangible and intangible long-lived assets, goodwill, contingencies and the valuation of stock-based compensation. Actual results could differ from these estimates.

Segment Reporting

We report financial and operating information in one segment. Management determined the Company's single operating segment on the basis that the Company's Chief Operating Decision Maker (the "CODM"), the Chief Executive Officer, assesses performance and allocates resources at the Company's consolidated level.

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 balances are carried at cost, which approximates fair value.

The Company had no cash equivalents at December 25, 2022 and December 26, 2021. Financial instruments, which potentially subject the Company to concentrations of market and credit risk, are cash and restricted cash. At times, cash balances may be in excess of the Federal Deposit Insurance Corporation insurance limits. The Company has not experienced any losses to date as a result of these risks. Management periodically assesses the quality of the financial institutions and believes that the risk related to these deposits is minimal.

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 state laws.

Accounts Receivable

Accounts receivable consist primarily of amounts accrued for royalties and advertising fees, collected weekly in arrears, initial franchise fees and vendor rebates. The Company regularly analyzes its accounts receivable to determine whether any allowance is necessary based on the Company's collection history and current economic conditions. The Company considers accounts receivable to be fully collectible; accordingly, no allowance for doubtful accounts has been recorded as of December 25, 2022 and December 26, 2021. There were no bad debt expense write offs for the fiscal years ended December 25, 2022 and December 26, 2021.

Inventory

Inventory consists primarily of operations and advertising supplies distributed to franchisees and is included in other current assets in the accompanying consolidated balance sheets. Inventory is stated at the lower of cost or net realizable value. Cost is determined by the first-in, first-out method. No adjustment is deemed necessary to reduce inventory to net realizable value due to the rapid turnover and utilization.

Property and Equipment, net

Property and equipment are stated at cost, or fair value related to the change of control, 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 factors, including, but not limited to, software design and configuration, anticipated future gross revenues, estimated economic life, and changes in software technologies. Such capitalized costs include 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. The Company recorded amortization expense of $231 and $340, respectively, for the fiscal years ended December 25, 2022 and December 26, 2021. At December 25, 2022 and December 26, 2021, the Company capitalized $176 and $265, respectively, net of accumulated amortization, which is included in other assets in the accompanying consolidated balance sheets.

Long-Lived Assets

The Company's long-lived assets consist of definite-lived intangible assets, property and equipment, lease right-of-use assets, and other 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. There were no impairment losses recognized during the fiscal years ended December 25, 2022 and December 26, 2021.

Goodwill and other indefinite-lived intangibles

The Company's indefinite-lived intangible assets consist of goodwill and trademarks and tradenames which are not subject to amortization. On an annual basis (the first day of the fourth fiscal quarter) and whenever events or changes in circumstances indicate that the carrying amounts may not be recoverable, the Company reviews the recoverability of goodwill and other indefinite-lived intangibles. The Company performed the quantitative test of goodwill for impairment for fiscal 2021 under ASC Topic 350, *Intangibles — Goodwill and Other*. For fiscal 2022, the Company elected the option under ASC Topic 350 to perform a qualitative assessment of the Company's reporting unit to determine whether further impairment testing was necessary. In this qualitative assessment, the Company considered the macroeconomic conditions, industry and market conditions, overall financial performance and other entity specific events. In addition, the most recent fair value determination resulted in an amount that exceeded the carrying amount of the reporting unit. Based on these assessments, the Company determined that the likelihood that a current fair value determination would be less than the current carrying amount of the reporting unit is not more likely than not. No indications of impairment were identified during the fiscal years ended December 25, 2022 and December 26, 2021. Changes in circumstances or changes in management's judgments, assumptions and estimates could result in an impairment charge of a portion or all of its goodwill and other indefinite-lived intangibles in future periods.

Intangible Assets

Definite lived intangible assets represent franchise agreements, program materials and re-acquired franchise rights. Intangible assets with definite lives are amortized using the straight-line method over the following estimated useful life:

	Estimated Useful Life
Franchise agreements	15 years
Program materials	4 years
Re-acquired franchise rights	Remaining life of franchise agreements

Deferred Loan Costs

Deferred loan costs are presented as a debt discount and amortized over the term of the related debt. For the fiscal year ended December 25, 2022, the Company incurred $4,865 of deferred financing costs of which $2,134 will be paid out in fiscal 2023. Amortization expense related to deferred financing costs was $1,486 and $1,279 for the fiscal years ended December 25, 2022 and December 26, 2021, respectively, and is included as a component of interest expense in the accompanying consolidated statements of operations and comprehensive income (loss).

Deferred Franchise Fees and Commission Expense

Deferred franchise fees consist 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 ASC Topic 606, *Revenue from Contracts with Customers* (Topic 606). As of December 25, 2022 and December 26, 2021, deferred commissions of $2,861 and $1,728, respectively, were included in other noncurrent assets in the consolidated balance sheets.

Revenue Recognition

Revenues consist primarily of royalties, advertising fees, initial franchise fees, and other franchise-related fees. The Company's promises under its franchise agreements consist of (a) a franchise license, (b) pre-opening services, such as training, and (c) ongoing services, such as management of the national and local advertising funds, development of training materials and menu items, and restaurant monitoring. These promises are highly interrelated, so they are not considered to

be individually distinct and therefore are accounted for as a single performance obligation, which is satisfied by providing a right to use the Company's intellectual property over the term of each franchise agreement. Initial franchise fees received by the Company before the restaurant opens are recorded as deferred franchise fees in the consolidated balance sheets.

Royalties, including advertising fees, are calculated as a percentage of franchise restaurant sales, net of discounts, over the term of the franchise agreement. The standard royalty rate is 6%. The advertising fee ranges from 2% to 3% for national advertising fees depending on the franchise agreement and 2% for local advertising fees. Initial franchise fees are payable by the franchisee upon signing of the franchise agreement and are non-refundable. The Company's franchise agreement royalties, inclusive of advertising fees, represent sales-based royalties that are related entirely to the Company's performance obligation under the franchise agreement and are recognized as franchised restaurant sales occur. Additionally, initial fees and transfer fees are recognized as revenue on a straight-line basis upon opening the café over the term of the respective agreement. The Company acts as a principal with respect to the advertising fees related to the national advertising fund and local advertising cooperatives based on its ability to define the nature of the goods or services provided. Additionally, the Company has determined that the advertising services provided to franchisees are highly interrelated with the franchise right and therefore not distinct. As a result, revenues for advertising services are recognized when the related restaurant sales occur based on the application of the sales-based royalty exception within Topic 606.

The Company records food and beverage revenues from its company-owned restaurant upon sale to the guest. The Company collects and remits sales, food and beverage, and hospitality taxes on transactions with guests and reports such amounts under the net method in its consolidated statements of operations and comprehensive income (loss). Accordingly, these taxes are not included in gross revenue.

The Company's franchisees sell gift cards with no expiration dates. The gift card program is administered by the Company under a services agreement with the third-party gift card issuer. All gift cards sold by the franchisees are the liability of the issuer. Accordingly, the issuer is responsible for any required escheat or unclaimed property reporting of abandoned gift cards. The Company is responsible for managing the cash proceeds and redemptions from the sale of gift cards with the gift card processor. The Company earns a 1% handling fee for facilitating the card transactions and a 14.8% trademark licensing fee for using Tropical Smoothie Cafe® marks on the cards, based on the value of the cards sold. The gift card issuer earns a 3% fee for its obligations under the program. The Company recognizes its revenues based on the annual estimate of gift cards sold which are reconciled annually with the issuer. Obligations between issuer and the Company are settled on a net basis monthly. Revenues recognized under the program totaled $715 and $671 for the fiscal years ended December 25, 2022 and December 26, 2021, respectively, and are included as a component of other revenue in the accompanying consolidated statements of operations and comprehensive income (loss).

The Company provides certain information technology services to our franchisees that are individually distinct from the performance obligations under the franchise agreement because they do not require integration with other goods or services we provide. In instances where we rely on third parties to provide goods or services to franchisees at our direction, we have determined we act as a principal in these transactions. Fees related to these services were $2,455 and $1,343 for the fiscal years ended December 25, 2022 and December 26, 2021, respectively, and are presented as other revenues within our statements of operations and comprehensive income (loss).

The following table represents a disaggregation of royalty and franchise revenues:

(in thousands)	Fiscal Year ended December 25, 2022	Fiscal Year ended December 26, 2021
Royalty revenue	$ 64,239	$ 55,817
Franchise fees	1,025	649
	$ 65,264	$ 56,466

Changes in deferred franchise fees were as follows (in thousands):

	Fiscal Year ended December 25, 2022	Fiscal Year ended December 26, 2021
Deferred franchise fees at beginning of period	$ 16,220	$ 10,146
Cash received	6,436	6,723
Franchise fees recognized	(1,025)	(649)
Deferred franchise fees at end of period	$ 21,631	$ 16,220

Approximately $13,072 and $10,158 of deferred revenue as of December 25, 2022 and December 26, 2021, respectively, relates to cafes that have not yet opened, so the fees are not yet being amortized. The weighted average remaining amortization period for deferred franchise and renewal fees related to open restaurants is 13.7 years and 13.3 years, respectively, as of December 25, 2022 and December 26, 2021.

The Company did not have any customer that represented more than 10% of total revenues for the periods presented.

Consideration from Vendors

The Company has entered into food and beverage supply agreements with certain major vendors of the Tropical Smoothie brand. Pursuant to the terms of these arrangements, rebates are provided to the Company from the vendors based upon the volume of purchases from our franchised restaurants. Additionally, the Company receives certain incentives from vendors to sponsor its annual franchisee convention. The Company recognizes the supplier rebates and incentives earned using the most likely amount based on all available information at each period end date. The Company recognizes revenue for these incentives in the period in which the underlying transaction takes place and the point in which the incentive due is determinable. For the incentives from vendors to sponsor our annual franchisee convention, we determine the transaction price based on the distinct arrangements with the suppliers and recognize the revenue in the period when the convention takes place, as the performance obligation is deemed satisfied at that time. Consideration received in excess of the total expense of the vendor's products are included within supplier rebates and incentives within the consolidated statements of operations and comprehensive income (loss). Supplier rebates and incentives were $20,113 and $17,888 for the fiscal years ended December 25, 2022 and December 26, 2021, respectively.

Advertising Expenses

The Company administers a national advertising fund and local advertising cooperatives (the "advertising funds") on the behalf of the franchisees in accordance with the franchise agreements. Franchisees contribute 2% to 3% of net sales to the national advertising funds and 2% of net sales to their local advertising cooperative. The national advertising fund is used to develop, maintain, administer, direct, prepare and produce marketing, promotion and advertising programs. The national advertising fund is accounted for separately from our other funds and is not used to defray general operating expenses, except for the reasonable compensation expense and other administrative costs that we may incur in activities reasonably related to the administration or direction of our marketing programs. Local advertising cooperatives are used to coordinate advertising and marketing efforts and programs, and to maximize the efficient use of local advertising media.

Advertising costs are expensed as incurred. When contributions to the advertising funds exceed the related advertising expenses, advertising costs are accrued up to the amount of the related contributions. Advertising fund contributions and expenditures are reported on a gross basis in the consolidated statements of operations and comprehensive income (loss), which are largely offsetting and therefore do not materially impact the Company's reported net income. Compensation expense and other administrative costs incurred by the advertising funds of $8,823 and $7,204 for the fiscal years ended December 25, 2022 and December 26, 2021, respectively, are included in selling, general and administrative expenses in the consolidated statements of operations and comprehensive income (loss).

The Company-owned café contributes 2% to both the national advertising fund and the local cooperative fund and is included within cost of sales in the accompanying consolidated statements of operations and comprehensive income (loss). Advertising expense included in costs of sales totaled $36 and $34 for the fiscal years ended December 25, 2022 and December 26, 2021, respectively.

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 and comprehensive income (loss) the fair value of stock awards issued over the requisite service period. The Company recognizes forfeitures as they occur. Management estimates the fair value of the equity awards 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 for time-based and performance-based options, and the lattice model for market-based options. 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.

Income Taxes

Income taxes are accounted for under the asset and liability method of accounting. Under this method, deferred tax assets or liabilities are recognized for the estimated future tax effects attributable to temporary differences between the carrying value and the tax basis of assets and liabilities as well as tax credit carryforwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to be applicable in the years in which the differences are expected to be recovered or settled. Changes in deferred tax assets or liabilities are recognized in income tax expense (benefit) in the accompanying consolidated statements of operations and comprehensive income (loss).

Deferred tax assets are recognized for all deductible temporary differences to the extent that it is probable that taxable income will be available against which the deductible temporary differences can be utilized. Realization of deferred tax assets is dependent upon the availability of taxable income and a valuation allowance for deferred tax assets is provided when it is more likely than not that a portion of the deferred tax assets will not be realized. In the assessment for realization of deferred tax assets, management considers all sources of taxable income including (i) taxable income in any available carry back period, (ii) scheduling of anticipated reversal of taxable temporary differences, (iii) tax-planning strategies and (iv) taxable income expected to be generated in the future other than from reversing temporary differences and carryforwards. Management continually evaluates the need for a valuation allowance based on earnings and utilization of deferred tax assets.

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 25, 2022 and December 26, 2021.

Interest and penalties, when incurred, are recognized in other expense, net.

Leases

The Company determines whether an arrangement is a lease at inception. The Company has operating leases for office and retail space. The Company’s leases have remaining terms of up to 6.75 years. Lease terms may include options to renew when it is reasonably certain that the Company will exercise that option. The Company’s lease agreements do not contain any material residual value guarantees or material restrictive covenants. Operating leases with terms greater than 12 months are included in “Lease right-of-use assets, net,” “Lease liabilities—current” and “Lease liabilities, net of current portion” on the consolidated balance sheets. As of December 25, 2022 and December 26, 2021, the Company did not have any finance leases.

As most of the Company’s leases do not provide an implicit rate, the Company uses its incremental borrowing rate based on the information available on the commencement date in determining the present value of lease payments. This rate represents the rate the Company would incur at the lease commencement to borrow an amount equal to the lease payments on a collateralized basis over the term of the lease. The Company has lease agreements that contain both lease and non-lease components. For real estate leases, the Company accounts for lease components together with non-lease components (e.g., common-area maintenance).

Fair Value Measurements

Fair value is the price that would be received upon sale of an asset or paid upon transfer of a liability in an orderly transaction between market participants at the measurement date and in the principal or most advantageous market for that asset or liability. Assets and liabilities are classified using a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value as follows:

Level 1—Unadjusted quoted prices for identical instruments traded in active markets.
Level 2—Observable market-based inputs or unobservable inputs corroborated by market data.
Level 3—Unobservable inputs reflecting management's estimates and assumptions.

The carrying values of cash, restricted cash, accounts receivable and accounts payable approximate fair value due to their short-term nature.

New Accounting Pronouncements

In March 2020, the FASB issued ASU 2020-04, "*Reference Rate Reform (Topic 848): Facilitation of the Effects of Reference Rate Reform on Financial Reporting,*" ("ASU 2020-04"). The new guidance provides optional expedients and exceptions for applying GAAP to contracts, hedging relationships and other transactions affected by reference rate reform if certain criteria are met. ASU 2020-04 was effective beginning March 12, 2020 and may be applied prospectively to contract modifications made and hedging relationships entered into or evaluated on or before December 31, 2022. In May 2022, the Company amended its credit agreement dated as of September 4, 2020 (the Credit Agreement) to replace the London interbank offer rate (LIBOR) with a secured overnight financing rate (SOFR) pursuant to the terms and LIBOR fallback language in the Credit Agreement. The new standard did not have a material impact on its statements of operations, financial position or cash flows.

3. Accounts and Notes Receivable

Accounts and notes receivable consist of the following:

(in thousands)	December 25, 2022	December 26, 2021
Vendor rebates receivable	$ 2,913	$ 3,465
Royalties and advertising fees receivable	1,311	1,376
Franchise fees receivable	235	555
Current portion of notes receivable	177	69
Other receivables, net	1,650	50
Accounts and notes receivable	$ 6,286	$ 5,515

4. Other Current Liabilities

Other current liabilities consist of the following:

(in thousands)	December 25, 2022	December 26, 2021
Accrued payroll and incentive compensation	$ 3,229	$ 3,322
Accrued interest expense	4,789	1,847
Current portion deferred franchise fees	1,164	656
Other	1,361	699
Other current liabilities	$ 10,543	$ 6,524

5. Property and Equipment, net

Property and equipment, net consist of the following:

(in thousands)	December 25, 2022	December 26, 2021
Leasehold improvements	$ 1,774	$ 1,763
Machinery and equipment	147	102
Furniture and fixtures	47	41
Computers and software	1,534	919
Property and equipment	3,502	2,825
Less: Accumulated depreciation	(976)	(503)
Property and equipment, net	$ 2,526	$ 2,322

Depreciation expense for the fiscal years ended December 25, 2022 and December 26, 2021 totaled $513 and $354, respectively.

6. Intangible Assets, Net

Intangible assets, net consist of the following:

(in thousands)	December 25, 2022	December 26, 2021
Indefinite-lived intangibles:		
Trademarks and trade names	$ 231,700	$ 231,700
Definite-lived intangibles:		
Franchise agreements	138,300	138,300
Program materials	1,400	1,400
Re-acquired franchise rights	14,300	2,900
Accumulated amortization	(24,206)	(13,083)
Total definite-lived intangibles, net	129,794	129,517
Total intangibles, net	$ 361,494	$ 361,217

In connection with the termination of area developer agreements and the re-acquisition of the related franchise rights during fiscal 2022, the Company collectively paid $11,400. These re-acquired area development and franchise rights are being amortized over the remaining term of the related franchise agreements. The weighted average remaining life of these intangibles were 6.3 years. Amortization expense related to intangible assets was $11,123 and $10,043 for the fiscal years ended December 25, 2022 and December 26, 2021, respectively.

Estimated future amortization expense related to intangible assets is as follows at December 25, 2022:

Fiscal Year	(in thousands)
2023	$ 11,858
2024	11,747
2025	11,508
2026	11,508
2027	11,089
Thereafter	72,084
	$ 129,794

7. Debt

Long-term debt consisted of the following:

(in thousands)	December 25, 2022	December 26, 2021
Revolving line of credit due September 2026 (variable rates)	$ —	$ —
2020 Term Loan due September 2026 (variable rates)	117,449	122,449
2021 Term Loan due September 2026 (variable rates)	52,356	59,351
2022 Term Loan due September 2026 (variable rates)	212,964	—
Subordinated note payable due March 2027 (16% fixed rate)	—	64,000
Less: deferred financing costs	(6,793)	(3,414)
Total debt, net	375,976	242,386
Less: debt payable within a year	(2,669)	(595)
Long-term debt	$ 373,307	$ 241,791

Senior Credit Facility

On September 4, 2020, the Company entered into an agreement with a financial institution in an aggregate amount of $160,000, consisting of $150,000 in a term loan (2020 Term Loan) and $10,000 in a revolving credit commitment (collectively, the Credit Agreement) which matures on September 4, 2026. The Credit Agreement was used to partially fund the acquisition of Tropical Smoothie Cafe, LLC.

Commencing on December 31, 2020 and on the last day of each calendar quarter thereafter, the Company shall repay the 2020 term loan in quarterly installments in the amount of $375. All outstanding principal and unpaid interest are due at maturity. Unapproved prepayments of term loan principal amounts are subject to a premium of principal payment plus 1.0% for payments through March 4, 2022. The Company made $5,000 and $23,151 of prepayments of the 2020 term loan principal during the fiscal years ended December 25, 2022 and December 26, 2021, respectively, which reduced the future mandatory principal payments.

In April 2021, the Company amended its Credit Agreement to borrow an additional $59,500 under the term loan (2021 Term Loan). The 2021 Term Loan has a maturity date of September 4, 2026, with interest paid quarterly and quarterly mandatory prepayments of $149 beginning on September 30, 2021. Unapproved prepayments of term loan principal amounts are also subject to a premium of principal payment plus 1.0% for payments through March 4, 2022. The Company made $6,400 of prepayments of the 2021 term loan principal during the fiscal year ended December 25, 2022, which reduced the future mandatory principal payments.

In May 2022, the Company amended its Credit Agreement to borrow an additional $213,498 under the term loan (2022 Term Loan). The 2022 Term Loan has a maturity date of September 4, 2026, with interest paid quarterly and quarterly mandatory prepayments of $534 beginning on September 30, 2022. Unapproved prepayments of term loan principal amounts are also subject to a premium of principal payment plus 1.0% for payments through May 26, 2023.

The outstanding term loans at December 25, 2022 totaled $375,976, net of unamortized deferred loan cost of $6,793.

The Company may elect for all or part of term loans and revolving credit commitment borrowings to bear interest either at a Base Rate or a Secured Overnight Financing Rate (SOFR). The Company transitioned from LIBOR to SOFR during 2022 in connection with the amendment. In the case of Base Rate Loans, the interest rate is calculated at the Applicable Margin plus the Base Rate, as defined. For Base Rate borrowings, the Applicable Margin is defined as ranging from 3.75% to 4.50% based upon certain leverage ratios, as defined. In the case of SOFR Loans, the interest is calculated at the Applicable Margin plus adjusted SOFR, as defined. For SOFR borrowings, the Applicable Margin is defined as ranging from 4.75% to 5.50% based upon certain leverage ratios, as defined. The Credit Agreement also provides for a quarterly commitment fee of 0.5% applied to the undrawn but committed funds under the revolving credit commitment. As of December 25, 2022 and December 26, 2021, the effective rate under the credit facility was 9.67% and 6.25%, respectively.

The Credit Agreement is secured by substantially all assets and includes certain covenants which, among other provisions, require the Company to maintain certain quarterly financial covenants and limit payment of dividends and

indebtedness. As of December 25, 2022, the Company was in compliance with the financial covenants under the Credit Agreement.

Aggregate future principal payments on the term loans are as follows at December 25, 2022:

Fiscal Year	(in thousands)
2023	$ 2,669
2024	1,601
2025	2,135
2026	376,364
2027	—
Total	$ 382,769

Subordinated Related Party Note Payable

On September 4, 2020, the Company entered into a $64,000 subordinated note payable agreement with a related party. The note payable has an annual interest rate of 16% payable monthly, with a maturity date of March 3, 2027. As of December 26, 2021, outstanding borrowings totaled $64,000. In May 2022, the Company paid the note payable in full including the accrued interest of $740.

Fair Value of Debt

Fair value of debt is determined on a non-recurring basis. The borrowing rate on the Credit Facility of 9.67% and 6.25% approximates the Company's incremental borrowing rate as of December 25, 2022 and December 26, 2021, respectively, and was used to calculate the fair value of debt. Therefore, the carrying value of the Senior Credit Facility approximated fair value as of December 25, 2022 and December 26, 2021. The fair value of the subordinated related party note was $95,156 as of December 26, 2021.

8. Leases

The Company leases office and restaurant space under non-cancelable agreements accounted for as operating leases. The leases generally require the Company to pay taxes, maintenance and insurance.

Components of lease expense were as follows:

(in thousands)	Fiscal Year ended December 25, 2022	Fiscal Year ended December 26, 2021
Operating lease cost	$ 881	$ 781

For the fiscal years ended December 25, 2022 and December 26, 2021, there were no variable lease costs. For the fiscal years ended December 25, 2022 and December 26, 2021, no new ROU assets were obtained in exchange for operating lease liabilities. For the fiscal years ended December 25, 2022 and December 26, 2021, the Company paid $819 and $797, respectively, for amounts included in the measurement of operating lease liabilities.

As of December 25, 2022, the weighted average remaining lease term and weighted average discount rate for operating leases were 6.7 years and 6.5%, respectively.

Maturities of lease liabilities at December 25, 2022 were as follows:

Fiscal Year	(in thousands)
2023	$ 824
2024	790
2025	815
2026	838
2027	864
Thereafter	1,572
Total lease payments	5,703
Less: Imputed interest	(1,120)
Total lease liabilities	$ 4,583

9. Income Taxes

Income tax expense consisted of the following:

	Fiscal Year ended December 25, 2022			Fiscal Year ended December 26, 2021		
(in thousands)	Current	Deferred	Total	Current	Deferred	Total
Federal	$ 281	$ 606	$ 887	$ —	$ 2,010	$ 2,010
State	35	211	246	—	848	848
Total expense	$ 316	$ 817	$ 1,133	$ —	$ 2,858	$ 2,858

A reconciliation of income tax at the U.S. federal statutory tax rate (using a statutory tax rate of 21%) to income tax expense is as follows:

	Fiscal Year ended December 25, 2022		Fiscal Year ended December 26, 2021	
	Amount (in thousands)	%	Amount (in thousands)	%
Income (loss) before income taxes	$ (17)		$ 10,150	
Expected income tax expense (benefit) at statutory rate	(4)	21 %	2,134	21 %
State tax expense, net of federal tax	194	(1068)%	670	7 %
Strategic transition costs (a)	1,033	(5697)%	—	— %
Excess tax benefits from stock compensation	(317)	1746 %	—	— %
Other	227	(1250)%	54	1 %
Income tax expense	$ 1,133	(6248)%	$ 2,858	28 %

(a) Represents external professional service costs incurred in connection with strategic transition efforts.

The components of deferred tax assets (liabilities) consisted of the following:

(in thousands)	December 25, 2022	December 26, 2021
Deferred tax assets:		
Net operating loss carryforwards	$ 3,563	$ 4,370
Lease liabilities	1,135	1,246
Accrued expenses	668	789
Deferred revenue	2,176	500
Stock compensation	2,615	1,363
Excess interest deductions	7,803	2,218
Other	4	—
	17,964	10,486
Deferred tax liabilities:		
Intangible assets	(20,183)	(12,704)
Lease right-of-use assets	(1,089)	(1,225)
Property and equipment	(441)	(366)
Prepaid expenses	(1,190)	(666)
Other	(353)	—
	(23,256)	(14,961)
Net deferred tax liability	$ (5,292)	$ (4,475)

As of December 25, 2022 and December 26, 2021, the Company had $12,503 and $17,592 of federal net operating loss carryforwards (NOLs), all of which have an indefinite-life. As of December 25, 2022 and December 26, 2021, the Company had $18,820 and $14,648 of state NOLs which may be used to offset state taxable income. The Company's state net operating losses have various lives, with the earliest expirations beginning in 2025. The NOLs are reflected in the consolidated financial statements as a deferred income tax asset. The Company had no valuation allowance against its deferred tax assets as of December 25, 2022 and December 26, 2021. In assessing whether a deferred tax asset will be realized, the Company considers whether it is more likely than not that either some portion or all of the deferred tax assets will not be realized. The Company considers the reversal of existing taxable temporary differences, projected future taxable income and tax planning strategies in making this assessment. Based upon the level of historical taxable income and projections for future taxable income over the periods in which the deferred tax assets are deductible, the Company believes it is more likely than not that it will realize all of the benefits of the federal and state deductible differences.

The Company files income tax returns, which are periodically audited by various federal and state jurisdictions. State and U.S. federal tax years 2020-2022 are open to audit.

The Company had no unrecognized tax benefits as of December 25, 2022 and December 26, 2021.

10. Commitments and Contingencies

Litigation

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.

11. Shareholders' Equity

The Company has 1,000 common stock shares that are authorized, issued and outstanding with a par value of $0.001 per share at December 25, 2022 and December 26, 2021. Each share of common stock entitles the holder to one vote and common shareholders will not have cumulative voting rights. Common shareholders are entitled to receive dividends, as and if declared by the board of directors. In addition, all common shareholders are entitled to share equally on a share-for-share basis in any assets available for distribution to common shareholders upon liquidation, dissolution, or winding up of the Company.

During the fiscal years ended December 25, 2022 and December 26, 2021, the Company made cash dividends to shareholders of $147,386 and $64,345, and distributions of $33 and $96, respectively.

12. Other Operating Expense, Net

Other operating expense, net consists of the following:

(in thousands)	Fiscal Year ended December 25, 2022	Fiscal Year ended December 26, 2021
Strategic transition costs	$ 5,027	$ 299
Refinancing costs	324	252
Technology implementation expenses	213	412
Equity-based compensation	5,830	4,560
Integration, business combination and transaction expenses	3,330	140
Franchisee COVID-19 support	—	25
Executive severance and recruiting expenses	—	330
Total other operating expense, net	$ 14,724	$ 6,018

13. Equity-Based Compensation

On November 4, 2020, TSC Parent, L.P., the parent company of TSC Intermediate, Inc., established an incentive compensation plan (the Unit Option Agreement or the Agreement). The Unit Option Agreement provides for the grant of options to certain employees of the Company. There are 600,000 Class B Common Unit options authorized for issuance under the Agreement. Class B Common Units participate in the profits and distributions of the TSC Parent, L.P., but have no voting rights. The options vest based on a combination of service, performance and market conditions. The time-based options vest in equal annual tranches over 5 years; the performance-based options vest based on annual performance targets over 5 years; and the market-based options are contingent on the occurrence of a liquidity event.

Assumptions for grants issued in the fiscal years ended December 25, 2022 and December 26, 2021 are as follows:

	Fiscal Year ended December 25, 2022	Fiscal Year ended December 26, 2021
Risk-free interest rate	3.89%	0.52%
Volatility factor (average)	44%	37%
Dividend yield	0%	0%
Expected life (years)	6	7

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 years ended December 25, 2022 and December 26, 2021:

	Number of Options (in thousands)	Weighted Average Exercise Price
Outstanding, December 27, 2020	432	$ 100.00
Granted	12	$ 100.00
Exercised	—	$ —
Forfeited/canceled	(57)	$ 100.00
Outstanding, December 26, 2021	387	$ 100.00
Granted	138	$ 196.00
Exercised	(20)	$ 100.00
Forfeited/canceled	(2)	$ 100.00
Outstanding, December 25, 2022	503	$ 126.34

	Number of Options (in thousands)	Grant Date Fair Value
Nonvested options, outstanding, December 27, 2020	432	$ 34.60
Granted	12	$ 34.08
Vested	(24)	$ 37.46
Forfeited/canceled	(57)	$ 37.46
Nonvested options, outstanding, December 26, 2021	363	$ 33.94
Granted	138	$ 94.58
Vested	(71)	$ 34.60
Forfeited/canceled	(2)	$ 34.60
Nonvested options, outstanding, December 25, 2022	428	$ 53.38

The total fair value of options granted for the fiscal years ended December 25, 2022 and December 26, 2021 were $13,086 and $409, respectively. The Company recorded equity-based compensation expense of $5,830 and $4,560 related to the granted options for the fiscal years ended December 25, 2022 and December 26, 2021, respectively. As of December 25, 2022, there was $13,385 of total unrecognized compensation costs related to such options, and the costs are expected to be recognized over a weighted average period of 2.3 years. At December 25, 2022, there were 75 vested options pursuant to the Company's compensation arrangement. Options outstanding at December 25, 2022 have a weighted average remaining contractual life of 9.5 years.

Excess Tax Benefits

Excess tax benefits represent the difference between the tax deduction the Company will receive on its tax return for compensation recognized by employees upon the exercise of options and the tax benefit recognized for the grant date fair value of the awards. For the fiscal year ended December 25, 2022, the Company recognized excess tax benefits related to the exercise of stock-based awards of $317. There were no option exercises for the fiscal year ended December 26, 2021.

14. Net Income (Loss) Per Share

The following table sets forth the computations of basic and diluted net income (loss) per common share:

(in thousands, except share and per share data)	Fiscal Year ended December 25, 2022	Fiscal Year ended December 26, 2021
Net income (loss)	$ (1,150)	$ 7,292
Weighted average common shares outstanding—basic and diluted	1,000	1,000
Net income (loss) per common share—basic and diluted	$ (1,150.00)	$ 7,292.00

Diluted net income (loss) per common share is calculated by adjusting the weighted average shares outstanding for the theoretical effect of potential common shares that would be issued for the stock option awards outstanding and unvested as of period end using the treasury method. As the stock option awards outstanding are issued at the TSC Parent L.P. level, they were excluded from the calculation of diluted income (loss) per common share for the periods presented. As a result, there was no difference between basic and diluted income (loss) per common share.

15. Related Party Transactions

As discussed in Note 7, during fiscal year ended December 25, 2022, the Company has paid in full the subordinated debt to a related party. There were no other related party transactions during fiscal years ended December 25, 2022 and December 26, 2021.

16. 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 $486 and $387 for the fiscal years ended December 25, 2022 and December 26, 2021, respectively.

17. Subsequent Events

The Company has evaluated for all other subsequent events between the consolidated balance sheet date of December 25, 2022 and the date the consolidated financial statements were available for issuance, April 12, 2023, and has concluded that all subsequent events requiring recognition or disclosure have been incorporated into these consolidated financial statements.

18. Condensed Financial Information of Registrant (Parent Company Only)

TSC INTERMEDIATE, INC.
PARENT COMPANY ONLY
CONDENSED BALANCE SHEETS
(In thousands, except share and per share data)

	December 25, 2022	December 26, 2021
Assets		
Investment in subsidiaries	$ 223,217	$ 363,932
Total assets	$ 223,217	$ 363,932
Liabilities and Shareholders' Equity		
Total liabilities	$ —	$ —
Shareholders' Equity		
Common stock, $0.001 par value; 1,000 shares authorized, issued and outstanding as of December 25, 2022 and December 26, 2021	—	—
Additional paid in capital	429,522	421,701
Accumulated deficit	(206,305)	(57,769)
Total shareholders' equity	223,217	363,932
Total liabilities and shareholders' equity	$ 223,217	$ 363,932

TSC INTERMEDIATE, INC.
PARENT COMPANY ONLY
CONDENSED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS)
(In thousands, except share and per share data)

	Fiscal Year ended December 25, 2022	Fiscal Year ended December 26, 2021
Equity in net income (loss) of subsidiaries	$ (1,150)	$ 7,292
Net income (loss) and total comprehensive income (loss)	$ (1,150)	$ 7,292

TSC INTERMEDIATE, INC.
PARENT COMPANY ONLY
CONDENSED STATEMENTS OF CASH FLOWS
(In thousands)

	Fiscal Year ended December 25, 2022	Fiscal Year ended December 26, 2021
Cash provided by operating activities	$ —	$ —
Cash flows from investing activities:		
Dividends received	147,386	64,345
Distributions received	33	96
Cash provided by investing activities	147,419	64,441
Cash flows from financing activities:		
Dividends	(147,386)	(64,345)
Distributions	(33)	(96)
Cash used in financing activities	(147,419)	(64,441)
Net increase in cash and restricted cash	—	—
Cash and restricted cash, at beginning of year/period	—	—
Cash and restricted cash, at end of year/period	$ —	$ —

Business and Basis of Presentation

Description of Business

Effective September 4, 2020 (Business Combination date), Tropical Smoothie Café, LLC and newly formed TSC Merger Sub, LLC, (collectively, the Predecessor), entered into a Merger Agreement with TSC Buyerco, LLC, (the Buyer) and Tropical Smoothie Café Holdings, LLC, both wholly owned subsidiaries of TSC Intermediate, Inc. (collectively, the Successor), whereby the Predecessor was merged with and into the Company (the Merger). The Merger closed on September 4, 2020 and effected a change in control.

TSC Intermediate, Inc. has no operations or significant assets or liabilities other than its investment in Tropical Smoothie Café Holdings, LLC. Accordingly, TSC Intermediate, Inc. is dependent upon distributions from Tropical Smoothie Café Holdings, LLC to fund its limited, non-significant operating expenses. However, Tropical Smoothie Café Holdings, LLC's ability to pay dividends or lend to TSC Intermediate, Inc. is limited under the terms of the Credit Agreement. All obligations under the Credit Agreement are guaranteed by Tropical Smoothie Café Holdings, LLC. The Credit Agreement contains covenants limiting Tropical Smoothie Café Holdings, LLC's ability to, among other things: pay dividends or distributions; incur additional debt; incur liens on assets; make investments; merge or consolidate with another company or sell all or substantially all assets; enter into transactions with affiliates; make prepayments and modifications of subordinated debt; modify holding company status; enter into burdensome agreements; materially alter the business it conducts; and change its fiscal year. Because of the aforementioned qualitative restrictions, substantially all of the assets of Tropical Smoothie Café Holdings, LLC are restricted. These covenants are subject to important exceptions and qualifications as described in the Credit Agreement. For a discussion of the Credit Agreement, see Note 7.

Basis of Presentation

These condensed financial statements have been presented on a "parent-only" basis. Under a parent-only presentation, TSC Intermediate, Inc.'s investment in subsidiaries is presented under the equity method of accounting. Certain information and footnote disclosures normally included in financial statements prepared in accordance with GAAP have been condensed or omitted. As such, these parent-only statements should be read in conjunction with the accompanying notes to consolidated financial statements.

EXHIBIT K 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	Pending

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If 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 12, 2024, as amended June 11, 2024

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, Austin Sills, Eric Osborne, Richard Key, Robert Fischer, Chris O'Connor, Dave Roche, Cheryl Fletcher, and Brian Blosser	1117 Perimeter Center West, Suite W200, Atlanta, GA 30338	(770) 821-1900

I received a disclosure document dated April 12, 2024, as amended June 11, 2024. (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	G	Addendum to Lease Agreement/Conditional Assignment of Lease
B	Form of Franchise Agreement	H	Operating Manual Table of Contents
C	Form of Multi-Unit Development Addendum to Franchise Agreement	I	Roster of Current and Former Franchises
D	Pre-Authorized Bank Form	J	Financial Statements
E	Owners' Guaranty	K	State Effective Page
F	State Specific Addenda and Riders		

Signature: _____
Print Name: _____
Date: _____

KEEP THIS COPY FOR YOUR RECORDS

RECEIPT

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E	Owners' Guaranty	K	State Effective Page
F	State Specific Addenda and Riders		

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
Email: info@tropicalsmoothie.com

Signature: _____
Print Name: _____
Date: _____