

## FRANCHISE DISCLOSURE DOCUMENT



TSC Franchisor, LLC  
(a Delaware limited liability company)  
1117 Perimeter Center West  
Suite W200  
Atlanta, Georgia 30338  
Phone: (770) 821-1900  
E-mail: [franchisedevelopment@tropicalesmoothie.com](mailto:franchisedevelopment@tropicalesmoothie.com)  
[www.tropicalesmoothiecafe.com](http://www.tropicalesmoothiecafe.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 \$340,750 to \$814,500. 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 (“**MUDA**”), 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 Austin Sills 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](http://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 18, 2025**

## 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:

| <b>QUESTION</b>                                                                          | <b>WHERE TO FIND INFORMATION</b>                                                                                                                                                                                                                          |
|------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>How much can I earn?</b>                                                              | 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. |
| <b>How much will I need to invest?</b>                                                   | 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.                                                                  |
| <b>Does the franchisor have the financial ability to provide support to my business?</b> | Item 21 or Exhibit J includes financial statements. Review these statements carefully.                                                                                                                                                                    |
| <b>Is the franchise system stable, growing, or shrinking?</b>                            | Item 20 summarizes the recent history of the number of company-owned and franchised outlets.                                                                                                                                                              |
| <b>Will my business be the only Tropical Smoothie Cafe restaurant in my area?</b>        | Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.                                                                                                             |
| <b>Does the franchisor have a troubled legal history?</b>                                | Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.                                                                                                                      |
| <b>What's it like to be Tropical Smoothie Cafe franchisee?</b>                           | Item 20 or Exhibit I lists current and former franchisees. You can contact them to ask about their experiences.                                                                                                                                           |
| <b>What else should I know?</b>                                                          | 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

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

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

To simplify the language in this Disclosure Document, “**Tropical Smoothie Cafe**” or “**we**” or “**us**” or “**our**” means TSC Franchisor, 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 Delaware limited liability company, organized on July 8, 2024. 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 CAFE®. If we have agents in your state for service of process, they are disclosed in Exhibit A to this disclosure document.

We became the franchisor of the Tropical Smoothie Cafe franchise system on September 6, 2024 as part of the Securitization Transaction (described below). Our predecessor, Tropical Smoothie Cafe, LLC, a Georgia limited liability company (“**TSC**”) began offering franchises for sale in 2012. We began offering Tropical Smoothie Cafe franchises as of October 14, 2024. 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 Parents, Predecessors, and Affiliates**

We are a direct, wholly-owned subsidiary of TSC SPV Funding, LLC, a Delaware limited liability company formed on July 8, 2024 (“**TSC Issuer**”). TSC Issuer is a direct, wholly-owned subsidiary of TSC SPV Guarantor, LLC, a Delaware limited liability company formed on July 8, 2024 (“**TSC Guarantor**”). TSC Issuer and TSC Guarantor share our principal business address and were organized as part of the Securitization Transaction.

TSC is the direct parent of TSC Guarantor and one of our indirect parent companies. TSC was formed on June 25, 2012 and shares our principal business address. Prior to the Securitization Transaction, TSC was the franchisor and offered franchises for the right to develop and operate Tropical Smoothie Cafe franchises in the United States. We obtained our assets from TSC through the Securitization Transaction and therefore consider TSC our predecessor.

Our indirect parent holding company is Peach TopCo LP, which is managed by its general partner, Peach TopCo GP LLC. Both of these parent companies share our principal business address. On June 10, 2024, TSC, through TSC Intermediate, Inc., a Delaware corporation (“**TSC Parent**”) and its other intermediate parent companies, was 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. Following the Blackstone transaction but prior to the Securitization Transaction, TSC remained the franchisor of the Tropical Smoothie Cafe system and provided all required support and services to Tropical Smoothie Cafe franchisees under their franchise agreements. Following the Securitization Transaction, as further described below, we are the franchisor of the Tropical Smoothie Cafe system and provide (or cause our manager to provide on our behalf) all required support and services to Tropical Smoothie Cafe franchisees under their franchise agreements.

TSC’s direct, wholly-owned subsidiary, TSC-GA, LLC, a Georgia limited liability company (“**TSC GA**”) has owned and operated one Tropical Smoothie Cafe franchise in Atlanta, Georgia since 2013. We consider this franchise a company restaurant and it is listed in Item 20 of this disclosure document as company-

owned. TSC GA shares our principal business address. TSC GA does not offer franchises in any line of business or engage in any other line of business, other than the operation of the company restaurant.

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, 2024, there were 2,286 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 United States. 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, 2024, 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, 2024, there were 294 franchised and 24 company-owned 7 BREW® Stores operating in the United States. Brew Culture’s principal business address is 2710 S. 48th Street, Springdale, Arkansas 72762.

4. A Sub Above, LLC (“**ASA**”) has, together with its predecessors, offered franchises for Jersey Mike’s® restaurants since 1987. Jersey Mike’s® restaurants offer a wide assortment of made-to-order submarine type sandwiches, other sandwiches and related food products and beverages for on-premises and off-premises consumption. As of December 31, 2024, there were 2,955 franchised and 34 company-owned Jersey Mike’s® restaurants operating in the United States. ASA’s principal place of business address is 2251 Landmark Place Manasquan, New Jersey 08736.

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.

### **Securitization Transaction**

On September 6, 2024 (the “**Closing Date**”), TSC Parent and its subsidiaries closed a secured financing transaction involving the Tropical Smoothie Cafe brand (the “**Securitization Transaction**”). As part of the Securitization Transaction, TSC no longer offers and sells franchises, but rather acts as our franchise sales broker. All existing franchise agreements, multi-unit development addenda, and other ancillary agreements for Tropical Smoothie Cafe franchises were transferred to us, and we became the franchisor of all existing and future franchise agreements, multi-unit development addenda, and other ancillary agreements. All of the assets and intellectual property necessary to make the franchise offering described in this disclosure document were conveyed to us, including ownership and control of all U.S. trademarks and certain intellectual property used in the operation of Tropical Smoothie Cafe franchises.

As of the Closing Date, we became a party to a management agreement with TSC under which TSC provides management services to us, including certain support and services to Tropical Smoothie Cafe

franchisees (the “**Management Agreement**”). The primary responsibilities and activities of TSC as the manager include administering collections of payments due to us, managing the assets of TSC Guarantor, TSC Issuer and us, and performing certain franchising, marketing, real estate, intellectual property, and operational and reporting services on behalf of TSC Guarantor, TSC Issuer and us. TSC also acts as our franchise sales broker. We pay management fees to TSC for these services. However, as the franchisor, we will be primarily and directly liable for the performance of our obligations concerning support and services we are obligated to perform under your franchise agreement or other agreement you sign with us.

### **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 CAFE®, 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, TSC granted area representative rights to individuals called “**Area Developers**” who acted as TSC’s sales representatives within a defined geographic area to solicit prospective franchisees and to provide operational support. TSC offered area representative rights beginning September 2012, and TSC’s 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, smoothies and bowls served in a fun, friendly environment. We offer breakfast, lunch, and dinner, including a kids menu. 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 app, website, 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. 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).

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

## **ITEM 2. BUSINESS EXPERIENCE**

As described in Item 1 above, TSC provides us with certain management services and acts as our franchise sales broker. Each of the officers, directors or employees listed below are employed by or perform services for TSC, but provide services to us in their capacities and through the roles listed below. Unless otherwise stated, individuals listed below are based in our offices in Atlanta, Georgia.

### **CHIEF EXECUTIVE OFFICER: Christopher Maxwell Wetzel**

Christopher “Max” Wetzel has been TSC’s Chief Executive Officer since November 2024. From March 2023 to November 2024, he was Chief Executive Officer at Carl’s Jr. Restaurants LLC, Carl’s Jr. Funding LLC, Carl Karcher Enterprises LLC, CKE Restaurants, Inc., CKE Restaurants Holdings, Inc., Hardee’s Restaurants LLC, and Carl’s Jr. SPV Guarantor LLC based in Franklin, Tennessee. From May 2022 to March 2023, he served as Executive Vice President, Chief Operating Officer for Papa John’s Franchising based in Louisville, Kentucky. Prior to that he served as Papa John’s Executive Vice President & Chief Commercial Officer from October 2021 to May 2022 and Chief Commercial and Marketing Officer from November 2019 to October 2021. From July 2018 to November 2019, Mr. Wetzel served as Vice President Consumer Brands and Business Transformation – US and Canada for PPG Architectural Coatings based in Pittsburgh, Pennsylvania.

### **CHIEF OPERATING OFFICER: Jonathan Biggs**

Jonathan Biggs has been TSC’s Chief Operating Officer since February 2025. From September 2022 to January 2025, he was Brand Head for Baskin-Robbins in Canton, Massachusetts. From October 2018 to September 2022, he was Vice President of Operations for Baskin-Robbins.

### **CHIEF FINANCIAL OFFICER: Chris Sasser**

Chris Sasser has been TSC’s Chief Financial Officer since January 2025. From August 2024 to January 2025, he served as TSC’s Chief Strategy and Analytics Officer. From December 2021 to August 2024, he served as TSC’s Senior Vice President of Finance and Analytics. From July 2020 to December 2021, he served as TSC’s Vice President of Finance and Analytics. From April 2019 to July 2020, he served as TSC’s Senior Director of Finance.

### **CHIEF INFORMATION AND DIGITAL OFFICER: Michael Lapid**

Michael Lapid has been TSC’s Chief Information and Digital Officer since October 2019.

### **CHIEF DEVELOPMENT OFFICER: Cheryl A. Fletcher**

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

### **CHIEF MARKETING OFFICER: Deborah von Kutzleben**

Deborah von Kutzleben has been TSC’s 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.

**CHIEF SUPPLY CHAIN OFFICER: Kristine Kingery**

Kristine Kingery has been TSC's Chief Supply Chain Officer since August 2024 and is based in Dallas, Texas. From December 2021 to August 2024, she served as TSC's Senior Vice President of Supply Chain. From January 2021 to December 2021, she served as TSC's 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.

**GENERAL COUNSEL: Karen Wickliffe**

Karen Wickliffe has been TSC's General Counsel since January 2025. From September 2021 to December 2024, she served as TSC's Assistant General Counsel. From September 2018 to September 2021, she served as TSC's Senior Corporate Counsel.

**VICE PRESIDENT OF OPERATIONS SUPPORT AND TRAINING: Karen Grissom**

Karen Grissom has been TSC's Vice President, Operations Support and Training since November 2019.

**VICE PRESIDENT OF PEOPLE SERVICES: Loretta Sexton**

Loretta Sexton has been TSC's Vice President of People Services since July 2020. From April 2019 to July 2020, she served as TSC's Senior Director of People Services.

**VICE PRESIDENT OF DIGITAL MARKETING: Melissa Cummings**

Melissa Cummings has been TSC's 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.

**VICE PRESIDENT OF BRAND MARKETING: Emily Ciccone**

Emily Ciccone has been TSC's 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.

**VICE PRESIDENT OF MEDIA PARTNERSHIPS AND FIELD MARKETING: Maya Steeves**

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

**VICE PRESIDENT, CHIEF ACCOUNTING OFFICER: Degi Batbayar**

Degi Batbayar has been TSC's Chief Accounting Officer since March 2025. From January 2022 to February 2025, she served as TSC's Senior Director of Technical Accounting and Financial Reporting. From March 2016 to January 2022, she was Director of SEC Reporting and Internal Controls at Neenah, Inc. in Alpharetta, Georgia.

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

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

#### **VICE PRESIDENT OF FRANCHISE DEVELOPMENT: Austin G. Sills**

Austin Sills has been TSC's Vice President of Franchise Development since November 2024. From March 2024 to October 2024, he served as TSC's Senior Director of Franchise Development. From February 2021 to February 2024, he served as TSC's Director of Franchise Development. From January 2018 to February 2021, he served as TSC's Manager of Franchise Development.

#### **DIRECTOR OF FRANCHISE DEVELOPMENT: Eric Osborne**

Eric Osborne has been TSC's 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.

#### **DIRECTOR OF FRANCHISE DEVELOPMENT: Matt Collins**

Matt Collins has been TSC's Director of Franchise Development since December 2024 and is based in Centennial, Colorado. From August 2024 to December 2024, he was Senior Director of Franchise Development at Heart to Home Meals USA in Marlborough, Massachusetts. From September 2023 to May 2024, he was Vice President of Franchise Development at Zoom Room Dog Training in Culver City, California. From May 2019 to July 2023, he was TSC's Director of Franchise Development.

#### **DIRECTOR OF NON-TRADITIONAL FRANCHISE DEVELOPMENT: Ryan Nelson**

Ryan Nelson has been TSC's Director of Non-Traditional Franchise Development since December 2024 and is based in Dallas, Texas. From May 2022 to October 2024, he was Market Development Manager for Starbucks Coffee Company in Seattle, Washington. From December 2018 to April 2022, he was Channel Manager for Pizza Hut of America in Plano, Texas.

#### **VICE PRESIDENT OF DESIGN & CONSTRUCTION: Brian Blosser**

Brian Blosser has been TSC's Vice President of Design & Construction since January 2019 and is based in Spring Hill, Florida.

#### **REGIONAL DIRECTOR OF OPERATIONS: Robert "Bob" Fischer**

Robert "Bob" Fischer has been one of TSC's Regional Directors of Operations since February 2019 and is based in Batavia, Ohio.

#### **REGIONAL DIRECTOR OF OPERATIONS: Christopher O'Connor**

Christopher O'Connor has been one of TSC's Regional Directors of Operations since March 2019 and is based in Thornton, Colorado.

#### **REGIONAL DIRECTOR OF OPERATIONS: Dave Roche**

Dave Roche has been one of TSC's Regional Directors of Operations since July 2021 and is based in Flint, Michigan. From January 2020 to July 2021, he served as TSC's Senior Franchise Business Leader and was based in Flint, Michigan.

**SENIOR DIRECTOR OF OPERATIONS SUPPORT: Brandon Bedford**

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

**VICE PRESIDENT OF REAL ESTATE: Michael Landru**

Michael Landru has been TSC's Vice President of Real Estate since April 2024. From July 2016 to April 2024, he was Director of Real Estate for Inspire Brands in Atlanta, Georgia.

**DIRECTOR OF REAL ESTATE: Kristen Akel**

Kristen Akel has been TSC's 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 TSC's Director of Real Estate since September 2022 and is based in Mound, Minnesota. From April 2021 to September 2022, he was TSC's Real Estate Manager. 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 TSC's 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: Cyndi Swender**

Cyndi Swender has been TSC's Senior Manager of Real Estate since June 2023 and is based in Austin, Texas. From August 2022 to June 2023, she was Regional Development Manager for WMG Development in Orlando, Florida. From September 2014 to August 2022, she was Real Estate Manager for Great Clips, Inc. in Minneapolis, Minnesota.

**SENIOR MANAGER, REAL ESTATE: Stephen Hoza**

Stephen Hoza has been TSC's Senior Manager of Real Estate since November 2024 and is based in Maineville, Ohio. From January 2023 to October 2024, he was Real Estate Manager for Captain D's in Nashville, Tennessee. From January 2020 to November 2023 he was Real Estate Director for Pivotal Growth in Chicago, Illinois.

**SENIOR MANAGER, REAL ESTATE: Michael Ingram**

Michael Ingram has been TSC's Senior Manager of Real Estate since November 2024 and is based in Richmond, Indiana. From October 2019 to October 2024 he was Director, Field Development for Subway in Miami, Florida.

**ITEM 3. LITIGATION**

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

**Prior Actions:**

**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 Café, LLC 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 cafe 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 2024, the initial franchise fees paid to our predecessor, TSC, ranged from \$15,000 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**

| <b>Type of Fee <sup>(1)</sup></b> | <b>Amount</b>                                                              | <b>Due Date</b>                                                                                                         | <b>Remarks</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|-----------------------------------|----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Royalty Fee                       | 6% of Gross Sales <sup>(2)</sup>                                           | Payable weekly for the prior week's Gross Sales <sup>(2)</sup>                                                          | You must pay the Royalty Fee by electronic funds transfer. (Franchise Agreement, Section 4.B.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| National Marketing Fee            | 5-6% of Gross Sales <sup>(2)</sup>                                         | 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.) |
| BOH Fees <sup>(3)</sup>           | 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.)                                                                                                                                                                                                                                                                                                                                             |

| <b>Type of Fee <sup>(1)</sup></b> | <b>Amount</b>                                                                                       | <b>Due Date</b>                         | <b>Remarks</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------|-----------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Online Ordering <sup>(3)</sup>    | 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 the vendor's fees 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.) |
| 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.I.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Late Fee                          | \$25 per week (or portion thereof)                                                                  | On demand                               | Only required if any payment is late. (Franchise Agreement, Section 4.I.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 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.F.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 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.G.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 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.)                                                                                                                                                                                                                                                                                                                                                                                                |

| Type of Fee <sup>(1)</sup> | Amount                                                                                                                                                           | Due Date            | Remarks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 | <p>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.)</p> <p>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.)</p>                                                                                                                                                             |
| Management Fee             | 10% of Gross Sales <sup>(2)</sup> for the period in which we operate the Franchised Business                                                                     | As agreed           | <p>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.)</p> |
| Default Cure               | Our costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee                                       | On demand           | <p>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.)</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

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

| Type of Fee <sup>(1)</sup>                               | Amount                                                                                                     | Due Date    | Remarks                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|----------------------------------------------------------|------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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 <sup>(3)</sup>  | 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; however, we anticipate we will designate a different approved provider in Q3 2025. At this time, the fees associated with use of the Qvinci 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 the approved provider. Currently the fees are not being collected from franchisees, but we expect this may change in 2025. To the extent that our approved provider's fees or our direct costs for the start-up fee and/or monthly subscription fee increases, you will be required to reimburse us for or pay the provider such increased costs. 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 <sup>(1)</sup>                                                                   | 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 <sup>(3)</sup> | \$75 per month per cafe       | 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 6.R.) |

**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 or 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 increase or add to the technology-related fees for new, different and/or additional technology, and/or aggregate these individual fees into a monthly technology fee, in an amount reasonably commensurate with any increase to our internal and out-of-pocket costs for such technology-related fees.

#### **ITEM 7. ESTIMATED INITIAL INVESTMENT**

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

| <b>Type of Expenditure</b>                                                                                 | <b>Amount</b>          | <b>Method of payment</b> | <b>When Due</b>                        | <b>To Whom Payment is to Be Made</b>                |
|------------------------------------------------------------------------------------------------------------|------------------------|--------------------------|----------------------------------------|-----------------------------------------------------|
| INITIAL FRANCHISE FEE <sup>(1)</sup>                                                                       | \$17,500 to \$35,000   | Lump sum                 | When the Franchise Agreement is signed | Us                                                  |
| PROFESSIONAL FEES <sup>(2)</sup>                                                                           | \$8,500 to \$18,500    | As arranged              | Before opening and as incurred         | Designated Licensed Architect, Attorney/Accountant  |
| RESTAURANT FIXTURES, FURNITURE AND EQUIPMENT (including point of sale/cash register system) <sup>(3)</sup> | \$141,500 to \$174,500 | Lump sum                 | As arranged                            | Designated Equipment Vendor                         |
| LEASEHOLD IMPROVEMENTS <sup>(4)</sup>                                                                      | \$145,000 to \$426,000 | Lump sum                 | Before opening                         | Designated Licensed Contractor or Designated Source |
| SIGNAGE                                                                                                    | \$6,000 to \$22,500    | Lump sum                 | Before opening                         | Suppliers                                           |
| INITIAL INVENTORY <sup>(5)</sup>                                                                           | \$6,500 to \$20,500    | Lump sum                 | Before opening                         | Suppliers                                           |

| Type of Expenditure                                               | Amount                        | Method of payment | When Due                               | To Whom Payment is to Be Made                                           |
|-------------------------------------------------------------------|-------------------------------|-------------------|----------------------------------------|-------------------------------------------------------------------------|
| INITIAL TRAINING EXPENSES <sup>(6)</sup>                          | \$500 to \$20,000             | Lump sum          | As incurred                            | Your Employees, Suppliers of Transportation, Food, Lodging              |
| INITIAL DEPOSITS <sup>(7)</sup>                                   | \$250 to \$30,500             | As arranged       | As incurred                            | Landlord, Utility Providers, Insurance Companies, & Government Agencies |
| GRAND OPENING CONTRIBUTION <sup>(8)</sup>                         | \$5,000 to \$10,000           | Lump Sum          | When the Franchise Agreement is signed | Us                                                                      |
| ADDITIONAL FUNDS (WORKING CAPITAL) (3 to 6 months) <sup>(9)</sup> | \$10,000 to \$57,000          | As needed         | As needed                              | Third parties                                                           |
| <b>TOTAL <sup>(10)</sup></b>                                      | <b>\$340,750 to \$814,500</b> |                   |                                        |                                                                         |

\*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 2024, 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, software and hardware related to drive-thru technology, and other costs) would be approximately \$40,000 to \$60,000.

#### 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 \$141,500 to \$174,500, 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. Your actual initial costs for your POS and BOH Systems may be different from, and more than, the amounts disclosed above, depending on, among other things, your credit, the equipment you select, whether you lease or purchase the equipment, and the configuration of your Franchised Business. 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. We anticipate that we will be rolling out a new System requirement for in-cafe ordering kiosks during the second half of 2025. Our best estimate at this time is that the initial costs for the hardware and installation of the kiosk(s) will be between \$10,000-\$18,000, and that the ongoing monthly costs for software will be between \$2,000-\$3,000; and we anticipate that these initial and ongoing costs would be paid directly to the approved supplier for the kiosks. The final initial and ongoing costs may be different from these estimated ranges. These costs are not included in the initial investment total in Item 7.

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 2024, 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 \$43,000, 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

availability of such sites may be limited or absent in your market. There is no assurance that you will be able to find sites that have these options available to you. The amount does not reflect an investment in real estate, since it is assumed that you will lease your premises. The expenditures described above assume that your Franchised Business does not include a drive-thru option for customers. If your Franchised Business includes a drive-thru, the additional expense (including the cost of leasehold improvements, restaurant fixtures and equipment, software and hardware related to drive-thru technology, and other costs) would be approximately \$40,000 to \$60,000.

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. You may require additional working capital over and above this estimated amount if your sales are low or if your fixed costs are high.

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

The amounts described above are not refundable unless otherwise stated.

## **ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES**

In order to maintain the reputation, goodwill, high standards, quality and uniformity of the system, the Franchise Agreement restricts the sources of products and services you utilize in establishing and operating your Franchised Business. We have the right to require some items to be purchased only from us or our affiliates. Some items can only be purchased from suppliers we have designated or approved, and others only in accordance with our 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 2024, we and our predecessor, TSC, 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 TSC's or 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. "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 or our affiliates may (but are under no responsibility to) negotiate contracts and pricing with suppliers, manufacturers, and distributors for your benefit. We or our affiliates 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). From January 1, 2024 to June 9, 2024, our predecessor, TSC, received rebates of \$15,333,883, which amounted to approximately 18% of TSC's total revenues of \$87,492,399. From June 10, 2024 to December 29, 2024, we received rebates of \$17,936,035, which amounted to approximately 17% of our total revenues of \$104,769,652. 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 that TSC receives from Sysco as an incentive to continue our ongoing relationship with them as a supplier. In 2024, we, along with TSC, as the then-current franchisor, contributed some of the 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 the 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 and our affiliates 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.

If applicable law prohibits us or TSC from receiving supplier rebates, either we or TSC may have to offset lost profits with increases in costs to underlying services and goods.

### **Miscellaneous**

Currently, there are no purchasing or distribution cooperatives. Although we are not required to do so, we or our affiliates 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 or our affiliates (which do not derive from franchisee purchases) that we or our affiliates 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.

| <b>OBLIGATION</b>                                                  | <b>SECTION IN AGREEMENT</b>                                                   | <b>DISCLOSURE DOCUMENT ITEM</b> |
|--------------------------------------------------------------------|-------------------------------------------------------------------------------|---------------------------------|
| 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            |
| 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                  |

| <b>OBLIGATION</b>               | <b>SECTION IN AGREEMENT</b>                               | <b>DISCLOSURE DOCUMENT ITEM</b> |
|---------------------------------|-----------------------------------------------------------|---------------------------------|
| 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. The assistance described in the sections titled "*Pre-Opening Obligations*" and "*Continuing Obligations*" below may be provided directly by us or through one or more of our affiliates. References in the sections titled "*Pre-Opening Obligations*" and "*Continuing Obligations*" below to "we", "us", "our" and the like, are inclusive of our affiliates.

**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 for 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 the fiscal year ended December 29, 2024, the National Marketing Fees were used as follows: 82% for marketing communications (including 69% for placement and 13% for production costs); 6% for research; 11% for general and administrative expenses; and 1% 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, including but not limited to mobile 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.

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**

| <b><u>Franchisee Orientation – Approximately 2-3 Months Before Opening</u></b> |                             |                              |                            |
|--------------------------------------------------------------------------------|-----------------------------|------------------------------|----------------------------|
| 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 |

| <b><u>Phase 2 In Cafe Training – 3 Weeks in Cafe or 4 Weeks in Cafe Training for Cafes with a Drive-Thru</u></b>                                                                                                                                                                                                                                                                                                                        |   |    |                                                                                                                                   |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|----|-----------------------------------------------------------------------------------------------------------------------------------|
| <b>Week One: 5 Days</b>                                                                                                                                                                                                                                                                                                                                                                                                                 |   |    |                                                                                                                                   |
| <b>Overview:</b> Meet the Team, Cafe Tour, Food Safety, Safety.<br><b>Smoothies:</b> QF Thawing Procedures, Fruit Prep, Supplements, Cold Holding, Smoothie Line Schematic, Blenders (cleaning, blades, programming, troubleshooting), Ice Machine (daily and weekly cleaning), Preparing Smoothies.<br><b>Management Tasks:</b> 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”). |
| <b>Week Two: 5 Days</b>                                                                                                                                                                                                                                                                                                                                                                                                                 |   |    |                                                                                                                                   |
| <b>Taking Orders:</b> POS, Hospitality, Suggestive Selling, SMG<br><b>Food:</b> Thawing Procedures, Food Ingredient Prep, Food Line Schematic, Oven, Steamer, Preparing Food.<br><b>Management Tasks:</b> 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.                                                     |
| <b>Week Three (Drive Thru Only): 5 Days</b>                                                                                                                                                                                                                                                                                                                                                                                             |   |    |                                                                                                                                   |
| <b>Drive Thru:</b> Taking orders, Speed of Service, Hospitality, Equipment, Practice, practice, practice<br><b>Management Tasks:</b> Practice all management tasks                                                                                                                                                                                                                                                                      | – | 40 | Existing Tropical Smoothie Cafe Restaurant as selected by your RD and/or FBL.                                                     |
| <b>Week Three (Non-Drive Thru) or Week Four (Drive Thru): Either 5 Days</b>                                                                                                                                                                                                                                                                                                                                                             |   |    |                                                                                                                                   |
| <b>Smoothies:</b> Practice, Train others<br><b>Food:</b> Practice, Train others<br><b>Taking Orders:</b> Practice, Train others<br><b>Management Tasks:</b> 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 |
| <b>TOTALS</b>                                                                                                                        | <b>25</b> | <b>170-210</b> |                          |

\*As a result of the COVID-19 pandemic, the training schedule and format was modified 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, some of the subjects covered during the classroom portion of the training and the amount of time spent on those subjects have been modified. 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 classroom training, as well as on-the-job training that would typically be conducted at our company restaurant, are covered during the in-cafe and new cafe opening portions of the modified training or addressed elsewhere in the development process. The content of the modified training is substantially the same the usual training. We plan to potentially resume our training above in 2026; provided we are able to be consistent with applicable health and safety guidelines.

#### **Modified Training Schedule**

| <b><u>Franchisee Orientation– Approximately 2-3 Months Before Opening</u></b>                                    |                             |                              |          |
|------------------------------------------------------------------------------------------------------------------|-----------------------------|------------------------------|----------|
| 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  |
| <b><u>Phase 2 In Cafe Training – 3 Weeks in Cafe or 4 Weeks in Cafe Training for Cafes with a Drive-Thru</u></b> |                             |                              |          |
| Week One: 5 Days                                                                                                 |                             |                              |          |

|                                                                                                                                                                                                                                                                                                                                                                                                                                        |            |                |                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------|-------------------------------------------------------------------------------|
| <b>Overview:</b> Meet the Team, Cafe Tour, Food Safety, Safety.<br><b>Smoothies:</b> QF Thawing Procedures, Fruit Prep, Supplements, Cold Holding, Smoothie Line Schematic, Blenders (cleaning, blades, programming, troubleshooting), Ice Machine (daily and weekly cleaning), Preparing Smoothies.<br><b>Management Tasks:</b> 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                                                                                                                                                                                                                                                                                                                                                                                                                       |            |                |                                                                               |
| <b>Taking Orders:</b> POS, Hospitality, Suggestive Selling, SMG<br><b>Food:</b> Thawing Procedures, Food Ingredient Prep, Food Line Schematic, Oven, Steamer, Preparing Food.<br><b>Management Tasks:</b> 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                                                                                                                                                                                                                                                                                                                                                                                                   |            |                |                                                                               |
| <b>Drive Thru:</b> Taking orders, Speed of Service, Hospitality, Equipment, Practice, practice, practice<br><b>Management Tasks:</b> 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                                                                                                                                                                                                                                                                                                                                                                   |            |                |                                                                               |
| <b>Smoothies:</b> Practice, Train others<br><b>Food:</b> Practice, Train others<br><b>Taking Orders:</b> Practice, Train others<br><b>Management Tasks:</b> 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. |
| <b>NEW CAFE OPENING</b>                                                                                                                                                                                                                                                                                                                                                                                                                |            |                |                                                                               |
| 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                                                      |
| <b>TOTALS</b>                                                                                                                                                                                                                                                                                                                                                                                                                          | <b>7.5</b> | <b>170-210</b> |                                                                               |

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 individuals. 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 TSC's Vice President of Operations Support and Training since November 2019. Prior to that position, she served as TSC's Senior Director of Training beginning in August 2017.

**Brandon Bedford** has over 10 years of experience in this field. He has been TSC's 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 TSC's franchise orientation classes. Prior to that position, he served as TSC's Director, Cafe Opening Support beginning in June 2018.

**Renay Winston** is a Human Resource Consultant that has facilitated franchisee orientation classes for us (or our affiliates and/or predecessors) 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, firewalls, network switches, wireless access points, internet circuit, and EMV credit card devices, that we specify for use in the operation of the Franchised Business (the “**Computer System**”). If your Franchised Business includes a drive-thru, you must purchase or lease as part of the Computer System additional components, including but not limited to headsets, timers, exterior menu boards, and other hardware and software required to run the drive-thru. 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 require you to participate in our mandated national high-speed internet broadband connection with our approved provider (as further described below) 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. The cost of the mandated national high-speed internet broadband connection is included in the cost of the managed firewall, as further described below. 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 (i) \$487.91 per month for our standard equipment configuration and (ii) \$671.32 per month for our drive-thru 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 per month for each terminal, plus an additional \$2 per month per terminal fee for encryption and tokenization, and our standard equipment configuration requires two terminals, and a drive-thru configuration requires three to four terminals. In addition, you are required to pay a \$13 per month fee for each merchant identification number for PCI and gateway fees, and each Franchised Business has two merchant identification numbers.

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. You must use the BOH system for, among other things, completing inventory on a regular basis. 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 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 utilize our designated managed firewall and internet provider. The provider will configure the firewall to comply with PCIDSS. The managed firewall collects general network data, including among other items, network traffic metadata and traffic logs. You will pay \$315 per month to our designated managed firewall and internet provider. This fee covers the cost of equipment, internet and phone service, and ongoing support and monitoring.

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 for the loyalty program and owned digital marketing programs 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; however, we anticipate we will designate a different approved provider in Q3 2025. See Item 6 for additional information regarding Qvinci. At this time, the fees associated with use of the Qvinci 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 approved provider's fees of our direct costs for the start-up and/or monthly subscription fee increases, you will be required to reimburse us for or pay the provider such increased costs. 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 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.

We anticipate that we will be rolling out a new System requirement for in-cafe ordering kiosks during the second half of 2025. Our best estimate at this time is that the initial costs for the hardware and installation of the kiosk(s) will be between \$10,000-\$18,000, and that the ongoing monthly costs for software will be between \$2,000-\$3,000; and we anticipate that these initial and ongoing costs would be paid directly to the approved supplier for the kiosks. The final initial and ongoing costs may be different from these estimated ranges. These costs are not included in the initial investment total in Item 7.

#### **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. The Franchised Business must be open for business within 12 months from the date of execution of the Franchise Agreement. If you sign a MUDA, 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; however, we may require you to offer catering in the future. 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 in 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 trademarks, 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 Restaurant and the leasing of the additional site as we do for new 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. These affiliated brands are generally not direct competitors of our franchise network given the products or services they sell under their own respective trademarks and proprietary recipes and formulas. However, there is some overlap between the products that will be offered by your Franchised Business and the products offered by Jersey Mike's® restaurants, given that Jersey Mike's® restaurants currently sell sandwiches and bottled beverage products. Jersey Mike's restaurants may solicit and accept orders from customers near your Franchised Business. All businesses that our affiliates and their franchisees operate may solicit and accept orders from customers near your Franchised 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 trademarks 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 trademarks, 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<br>(renewed January 20, 2017)          |
| TROPICAL SMOOTHIE CAFÉ (and Design)   | 2,763,722           | September 16, 2003<br>(renewed October 20, 2023)       |
| TROPICAL SMOOTHIE CAFÉ                | 2,892,598           | October 12, 2004<br>(renewed August 3, 2024)           |
| TROPICAL SMOOTHIE CAFÉ (and Design)   | 2,918,995           | January 18, 2005<br>(renewal filed May 15, 2024)       |
| TROPICAL SMOOTHIE CAFE (and Design)   | 4,756,680           | June 16, 2015<br>(renewed September 21, 2021)          |
| TROPICAL SMOOTHIE CAFÉ (and Design)   | 4,253,918           | December 4, 2012<br>(renewed December 27, 2023)        |
| 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<br>(renewed November 26, 2016)       |
| EAT BETTER. FEEL BETTER. (and Design) | 3,517,255           | October 14, 2008<br>(renewed November 9, 2017)         |
| ISLAND GREEN                          | 4,804,094           | September 1, 2015<br>(renewal filed September 3, 2024) |
| 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<br>(renewed May 29, 2019)               |
| SPREAD SUNSHINE                       | 7,081,625           | June 13, 2023                                          |
| TROPIC TIME                           | 7,532,070           | October 8, 2024                                        |

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 trademarks 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 trademark 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 trademark 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, trademark, 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 trademark and/or use one or more additional or substitute names or trademarks, 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 trademarks, 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, trademarks, 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. We recommend that you provide curbside services (unless the location of your Franchised Business prevents you from doing so) and if you do, you must 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 of 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 currently not require it; however, we may require that you offer catering in the future.

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.

| <b>Provision</b>                                  | <b>Section In Franchise Agreement</b>     | <b>Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------------|-------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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.                              | <p>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.</p> <p>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.</p> |
| 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.       | <p>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.</p> <p>You have 30 days to cure any other breach of the Franchise Agreement, except for non-curable defaults.</p>                                                                                                                                                                                                                                                                                                                                                                                                           |
| h. “Cause” defined – non-curable defaults | Section 14.C. and 14.D.**      | <p>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</p> |

| 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

| <b>Provision</b>                                                        | <b>Section In Franchise Agreement</b> | <b>Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------------------------------------------|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| franchisor                                                              |                                       | as the transferee or assignee assumes our obligations under the Franchise Agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| k. “ <b>Transfer</b> ” 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.I.                         | 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). |

| <b>Provision</b>                                  | <b>Section In Franchise Agreement</b> | <b>Summary</b>                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|---------------------------------------------------|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 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). No other representations or promises will be enforceable. Nothing in the Franchise Agreement or any related agreement is intended to disclaim our representations made in this disclosure document.                                                                                                                |
| u. Dispute resolution by arbitration or mediation | Sections 18.A. and 18.B.              | Except for certain claims, all disputes must be mediated at our headquarters. Before you take any legal or other action against us, whether for damages, injunctive, equitable or other relief (including rescission), upon any alleged act or omission of ours, you must first give us 90 days prior written notice and an opportunity to cure such alleged act or omission or otherwise resolve such matter (subject to applicable state law). |
| v. Choice of forum                                | Section 18.D.                         | Litigation in the state and federal courts with jurisdiction over the City of Atlanta, Georgia (subject to applicable state law).                                                                                                                                                                                                                                                                                                                |
| w. Choice of law                                  | Section 18.C.                         | Georgia law applies (subject to applicable state law).                                                                                                                                                                                                                                                                                                                                                                                           |

\*If you sign a MUDA, then the date on which the initial term of each Franchise Agreement ends (Section 2 to the MUDA) and the date set for the site acquisition deadline and the opening deadline for each franchise (Section 1 to the MUDA), will be amended as set forth in your MUDA to account for the number of franchises and the development schedule.

\*\*If you sign a MUDA, then in addition to any termination rights or remedies we have under your Franchise Agreement, we may terminate your Franchise Agreement for cause if you miss the site acquisition deadline or opening deadline for the applicable franchise, as outlined in the MUDA, and also terminate any Franchise Agreements for future franchises to be developed under the MUDA (Section 4 to the MUDA).

\*\*\*If you sign a MUDA, in addition to the requirements for approval of a transfer in your Franchise Agreement: (a) we may further require as a condition to transfer, that the rights granted under the MUDA have no further force and (b) no franchise that is scheduled for development in your MUDA, but has not yet opened, will be eligible for transfer (Section 6 to the MUDA).

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 2024 for 1,268 Restaurants; (b) the calendar year 2023 for 1,151 Restaurants; and (c) the calendar year 2022 for 950 Restaurants. The tables do not include any financial performance information for any other types of franchises, such as non-traditional locations (i.e. college campus or other captive locations) or seasonal locations, and do not include any franchises of any type that had not been open for at least one year on December 29, 2024, December 31, 2023, and December 25, 2022, respectively. The information presented is not a forecast of future potential performance. For the purposes of the tables below, Net Revenue means all revenue related to the sale of products and performance of services in or 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 2024, 2023, and 2022 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, 119 of the 317 Restaurants in the top 25% for 2024 (or 38%), 109 of the 228 Restaurants in the top 25% for 2023 (or 38%), and 85 of the 238 Restaurants in the top 25% for 2022 (or 36%), achieved or surpassed that average.

#### **Average Net Revenues in 2024**

|                                                                           | <b>Top 10%</b>            | <b>Top 25%</b>            | <b>Top 50%</b>          | <b>Top 75%</b>          | <b>Total</b>            |
|---------------------------------------------------------------------------|---------------------------|---------------------------|-------------------------|-------------------------|-------------------------|
| No. of Restaurants                                                        | 127                       | 317                       | 634                     | 951                     | 1,268                   |
| Avg. Net Revenues                                                         | \$1,737,553               | \$1,487,407               | \$1,282,144             | \$1,138,076             | \$1,005,063             |
| Median Net Revenues                                                       | \$1,665,606               | \$1,402,082               | \$1,199,022             | \$1,075,990             | \$954,743               |
| No. that Attained or Surpassed Stated Result in Category (Cumulative)     | 44                        | 119                       | 249                     | 391                     | 562                     |
| Percent that Attained or Surpassed Stated Result in Category (Cumulative) | 35%                       | 38%                       | 39%                     | 41%                     | 44%                     |
| Range (Lowest-Highest)                                                    | \$1,472,805 - \$2,643,873 | \$1,199,036 - \$2,643,873 | \$958,465 - \$2,643,873 | \$738,174 - \$2,643,873 | \$287,633 - \$2,643,873 |

|                                                                            | <b>Bottom 10%</b>     | <b>Bottom 25%</b>     | <b>Bottom 50%</b>     | <b>Bottom 75%</b>       | <b>Total</b>            |
|----------------------------------------------------------------------------|-----------------------|-----------------------|-----------------------|-------------------------|-------------------------|
| No. of Restaurants                                                         | 127                   | 317                   | 634                   | 951                     | 1,268                   |
| Avg. Net Revenues                                                          | \$516,181             | \$613,046             | \$731,813             | \$845,700               | \$1,005,063             |
| Median Net Revenues                                                        | \$526,032             | \$631,183             | \$737,143             | \$853,345               | \$954,743               |
| No. that Attained or Fell Below Stated Result in Category (Cumulative)     | 56                    | 139                   | 311                   | 466                     | 706                     |
| Percent that Attained or Fell Below Stated Result in Category (Cumulative) | 44%                   | 44%                   | 49%                   | 49%                     | 56%                     |
| Range (Lowest-Highest)                                                     | \$287,633 - \$602,627 | \$287,633 - \$738,174 | \$287,633 - \$958,465 | \$287,633 - \$1,199,036 | \$287,633 - \$2,643,873 |

As of December 29, 2024, there were 1,514 franchised Restaurants and 1 company-owned Restaurant. Of the 1,514 franchised Restaurants, 1,355 were franchised Restaurants that had been open for at least 12 months as of December 29, 2024. Of the 1,355 Restaurants, 36 restaurants were excluded since they were non-traditional locations. Of the 1,319 Restaurants, 51 were excluded since they were not open for at least 357 days in 2024 (51 out of 52 weeks in 2024 fiscal year). Of the 1,268 Restaurants referenced in the above table, all reported sufficient financial performance information to be included in this financial performance representation.

### 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                     | 621                     |
| Percent that Attained or Fell Below Stated Result in Category (Cumulative) | 64%                   | 55%                   | 56%                   | 50%                     | 54%                     |
| 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                   | 515                   |
| Percent that Attained or Fell Below Stated Result in Category (Cumulative) | 60%                 | 55%                 | 52%                 | 51%                   | 54%                   |
| 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.

As stated, the sales for each of the Restaurants presented are limited to the sales results for Restaurants that had been open for a full 12 months of operations as of December 29, 2024, December 31, 2023, and December 25, 2022, respectively. Sales during the first year of operations are likely to be significantly less than for those that have been open for a year or more.

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

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

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

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

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

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

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

Other than the preceding financial performance representation, we do not make any financial performance representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Karen Wickliffe, 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 25, 2022, December 31, 2023, and December 29, 2024**

| <b>Outlet Type</b> | <b>Year</b> | <b>Outlets at the Start of the Year</b> | <b>Outlets at the End of the Year</b> | <b>Net Change</b> |
|--------------------|-------------|-----------------------------------------|---------------------------------------|-------------------|
| Franchised         | 2022        | 1037                                    | 1197                                  | +160              |
|                    | 2023        | 1197                                    | 1371                                  | +174              |
|                    | 2024        | 1371                                    | 1514                                  | +143              |
| Company-Owned      | 2022        | 1                                       | 1                                     | 0                 |

| Outlet Type          | Year        | Outlets at the Start of the Year | Outlets at the End of the Year | Net Change  |
|----------------------|-------------|----------------------------------|--------------------------------|-------------|
|                      | 2023        | 1                                | 1                              | 0           |
|                      | 2024        | 1                                | 1                              | 0           |
|                      | <b>2022</b> | <b>1038</b>                      | <b>1198</b>                    | <b>+160</b> |
| <b>Total Outlets</b> | <b>2023</b> | <b>1198</b>                      | <b>1372</b>                    | <b>+174</b> |
|                      | <b>2024</b> | <b>1372</b>                      | <b>1515</b>                    | <b>+143</b> |

**Table No. 2**  
**Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)**  
**For Years Ending December 25, 2022, December 31, 2023, and December 29, 2024**

| State                | Year | Number of Transfers |
|----------------------|------|---------------------|
| Alabama              | 2022 | 1                   |
|                      | 2023 | 0                   |
|                      | 2024 | 3                   |
| Alaska               | 2022 | 0                   |
|                      | 2023 | 0                   |
|                      | 2024 | 0                   |
| Arizona              | 2022 | 8                   |
|                      | 2023 | 4                   |
|                      | 2024 | 0                   |
| Arkansas             | 2022 | 0                   |
|                      | 2023 | 0                   |
|                      | 2024 | 7                   |
| California           | 2022 | 0                   |
|                      | 2023 | 1                   |
|                      | 2024 | 0                   |
| Colorado             | 2022 | 0                   |
|                      | 2023 | 0                   |
|                      | 2024 | 11                  |
| Connecticut          | 2022 | 0                   |
|                      | 2023 | 2                   |
|                      | 2024 | 0                   |
| Delaware             | 2022 | 0                   |
|                      | 2023 | 0                   |
|                      | 2024 | 1                   |
| District of Columbia | 2022 | 0                   |
|                      | 2023 | 0                   |
|                      | 2024 | 0                   |
| Florida              | 2022 | 10                  |
|                      | 2023 | 28                  |
|                      | 2024 | 10                  |
| Georgia              | 2022 | 3                   |
|                      | 2023 | 2                   |
|                      | 2024 | 7                   |

| State         | Year | Number of Transfers |
|---------------|------|---------------------|
| Hawaii        | 2022 | 0                   |
|               | 2023 | 0                   |
|               | 2024 | 0                   |
| Idaho         | 2022 | 0                   |
|               | 2023 | 0                   |
|               | 2024 | 0                   |
| Illinois      | 2022 | 2                   |
|               | 2023 | 0                   |
|               | 2024 | 0                   |
| Indiana       | 2022 | 0                   |
|               | 2023 | 0                   |
|               | 2024 | 1                   |
| Iowa          | 2022 | 0                   |
|               | 2023 | 0                   |
|               | 2024 | 0                   |
| Kansas        | 2022 | 2                   |
|               | 2023 | 0                   |
|               | 2024 | 0                   |
| Kentucky      | 2022 | 1                   |
|               | 2023 | 0                   |
|               | 2024 | 2                   |
| Louisiana     | 2022 | 0                   |
|               | 2023 | 0                   |
|               | 2024 | 0                   |
| Maine         | 2022 | 0                   |
|               | 2023 | 0                   |
|               | 2024 | 0                   |
| Maryland      | 2022 | 1                   |
|               | 2023 | 3                   |
|               | 2024 | 0                   |
| Massachusetts | 2022 | 0                   |
|               | 2023 | 2                   |
|               | 2024 | 0                   |
| Michigan      | 2022 | 17                  |
|               | 2023 | 4                   |
|               | 2024 | 4                   |
| Minnesota     | 2022 | 0                   |
|               | 2023 | 0                   |
|               | 2024 | 0                   |
| Mississippi   | 2022 | 0                   |
|               | 2023 | 0                   |
|               | 2024 | 0                   |
| Missouri      | 2022 | 0                   |
|               | 2023 | 1                   |
|               | 2024 | 3                   |

| State          | Year | Number of Transfers |
|----------------|------|---------------------|
| Montana        | 2022 | 0                   |
|                | 2023 | 0                   |
|                | 2024 | 0                   |
| Nebraska       | 2022 | 0                   |
|                | 2023 | 0                   |
|                | 2024 | 0                   |
| Nevada         | 2022 | 0                   |
|                | 2023 | 0                   |
|                | 2024 | 0                   |
| New Hampshire  | 2022 | 0                   |
|                | 2023 | 0                   |
|                | 2024 | 0                   |
| New Jersey     | 2022 | 1                   |
|                | 2023 | 0                   |
|                | 2024 | 0                   |
| New Mexico     | 2022 | 0                   |
|                | 2023 | 0                   |
|                | 2024 | 0                   |
| New York       | 2022 | 1                   |
|                | 2023 | 3                   |
|                | 2024 | 5                   |
| North Carolina | 2022 | 5                   |
|                | 2023 | 1                   |
|                | 2024 | 5                   |
| North Dakota   | 2022 | 0                   |
|                | 2023 | 0                   |
|                | 2024 | 0                   |
| Ohio           | 2022 | 3                   |
|                | 2023 | 0                   |
|                | 2024 | 3                   |
| Oklahoma       | 2022 | 0                   |
|                | 2023 | 1                   |
|                | 2024 | 0                   |
| Oregon         | 2022 | 0                   |
|                | 2023 | 0                   |
|                | 2024 | 0                   |
| Pennsylvania   | 2022 | 2                   |
|                | 2023 | 1                   |
|                | 2024 | 4                   |
| Rhode Island   | 2022 | 1                   |
|                | 2023 | 2                   |
|                | 2024 | 0                   |
| South Carolina | 2022 | 3                   |
|                | 2023 | 2                   |
|                | 2024 | 2                   |
| South Dakota   | 2022 | 2                   |
|                | 2023 | 0                   |

| State         | Year        | Number of Transfers |
|---------------|-------------|---------------------|
|               | 2024        | 0                   |
| Tennessee     | 2022        | 0                   |
|               | 2023        | 2                   |
|               | 2024        | 0                   |
| Texas         | 2022        | 9                   |
|               | 2023        | 9                   |
|               | 2024        | 6                   |
| Utah          | 2022        | 0                   |
|               | 2023        | 0                   |
|               | 2024        | 0                   |
| Vermont       | 2022        | 0                   |
|               | 2023        | 0                   |
|               | 2024        | 0                   |
| Virginia      | 2022        | 12                  |
|               | 2023        | 6                   |
|               | 2024        | 5                   |
| Washington    | 2022        | 0                   |
|               | 2023        | 0                   |
|               | 2024        | 0                   |
| West Virginia | 2022        | 0                   |
|               | 2023        | 0                   |
|               | 2024        | 0                   |
| Wisconsin     | 2022        | 0                   |
|               | 2023        | 3                   |
|               | 2024        | 0                   |
| Wyoming       | 2022        | 0                   |
|               | 2023        | 0                   |
|               | 2024        | 0                   |
| <b>Total</b>  | <b>2022</b> | <b>84</b>           |
|               | <b>2023</b> | <b>77</b>           |
|               | <b>2024</b> | <b>79</b>           |

**Table No. 3**  
**Status of Franchised Outlets**  
**For Years Ending December 25, 2022, December 31, 2023 and December 29, 2024**

| State   | Year | Outlets at the Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations – Other Reasons | Outlets at End of the Year |
|---------|------|------------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| Alabama | 2022 | 20                           | 5              | 0            | 0            | 0                        | 0                                 | 25                         |
|         | 2023 | 25                           | 4              | 0            | 0            | 0                        | 0                                 | 29                         |
|         | 2024 | 29                           | 4              | 0            | 0            | 0                        | 0                                 | 33                         |
| Alaska  | 2022 | 0                            | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
|         | 2023 | 0                            | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
|         | 2024 | 0                            | 0              | 0            | 0            | 0                        | 0                                 | 0                          |

| State                | Year | Outlets at the Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations – Other Reasons | Outlets at End of the Year |
|----------------------|------|------------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| Arizona              | 2022 | 14                           | 3              | 0            | 0            | 0                        | 0                                 | 17                         |
|                      | 2023 | 17                           | 7              | 0            | 0            | 0                        | 0                                 | 24                         |
|                      | 2024 | 24                           | 7              | 0            | 0            | 0                        | 2                                 | 29                         |
| Arkansas             | 2022 | 30                           | 2              | 0            | 0            | 0                        | 0                                 | 32                         |
|                      | 2023 | 32                           | 2              | 0            | 1            | 0                        | 1                                 | 32                         |
|                      | 2024 | 32                           | 0              | 0            | 0            | 0                        | 0                                 | 32                         |
| California           | 2022 | 3                            | 0              | 0            | 0            | 0                        | 1                                 | 2                          |
|                      | 2023 | 2                            | 0              | 0            | 0            | 0                        | 0                                 | 2                          |
|                      | 2024 | 2                            | 0              | 0            | 0            | 0                        | 0                                 | 2                          |
| Colorado             | 2022 | 11                           | 4              | 0            | 0            | 0                        | 0                                 | 15                         |
|                      | 2023 | 15                           | 0              | 1            | 0            | 0                        | 0                                 | 14                         |
|                      | 2024 | 14                           | 1              | 0            | 0            | 0                        | 0                                 | 15                         |
| Connecticut          | 2022 | 2                            | 1              | 0            | 0            | 0                        | 0                                 | 3                          |
|                      | 2023 | 3                            | 0              | 0            | 0            | 0                        | 0                                 | 3                          |
|                      | 2024 | 3                            | 0              | 0            | 0            | 0                        | 0                                 | 3                          |
| Delaware             | 2022 | 4                            | 0              | 0            | 0            | 0                        | 0                                 | 4                          |
|                      | 2023 | 4                            | 0              | 0            | 0            | 0                        | 0                                 | 4                          |
|                      | 2024 | 4                            | 3              | 0            | 0            | 0                        | 0                                 | 7                          |
| District of Columbia | 2022 | 2                            | 3              | 0            | 0            | 0                        | 0                                 | 5                          |
|                      | 2023 | 5                            | 1              | 0            | 0            | 0                        | 0                                 | 6                          |
|                      | 2024 | 6                            | 0              | 0            | 0            | 0                        | 0                                 | 6                          |
| Florida              | 2022 | 176                          | 16             | 2            | 0            | 0                        | 0                                 | 190                        |
|                      | 2023 | 190                          | 15             | 0            | 0            | 0                        | 0                                 | 205                        |
|                      | 2024 | 205                          | 13             | 2            | 0            | 0                        | 1                                 | 215                        |
| Georgia              | 2022 | 44                           | 3              | 0            | 0            | 0                        | 1                                 | 46                         |
|                      | 2023 | 46                           | 6              | 0            | 0            | 0                        | 0                                 | 52                         |
|                      | 2024 | 52                           | 7              | 0            | 0            | 0                        | 0                                 | 59                         |
| Hawaii               | 2022 | 0                            | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
|                      | 2023 | 0                            | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
|                      | 2024 | 0                            | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
| Idaho                | 2022 | 4                            | 1              | 0            | 0            | 0                        | 0                                 | 5                          |
|                      | 2023 | 5                            | 1              | 0            | 0            | 0                        | 0                                 | 6                          |
|                      | 2024 | 6                            | 0              | 0            | 0            | 0                        | 0                                 | 6                          |
| Illinois             | 2022 | 28                           | 15             | 0            | 0            | 0                        | 0                                 | 43                         |
|                      | 2023 | 43                           | 12             | 0            | 0            | 0                        | 0                                 | 55                         |
|                      | 2024 | 55                           | 8              | 0            | 0            | 0                        | 2                                 | 61                         |
| Indiana              | 2022 | 8                            | 2              | 0            | 0            | 0                        | 0                                 | 10                         |
|                      | 2023 | 10                           | 4              | 0            | 0            | 0                        | 0                                 | 14                         |
|                      | 2024 | 14                           | 2              | 0            | 0            | 0                        | 0                                 | 16                         |
| Iowa                 | 2022 | 5                            | 1              | 0            | 0            | 0                        | 0                                 | 6                          |
|                      | 2023 | 6                            | 3              | 0            | 0            | 0                        | 0                                 | 9                          |
|                      | 2024 | 9                            | 2              | 0            | 0            | 0                        | 0                                 | 11                         |
| Kansas               | 2022 | 10                           | 0              | 0            | 0            | 0                        | 0                                 | 10                         |
|                      | 2023 | 10                           | 3              | 0            | 0            | 0                        | 0                                 | 13                         |

| State         | Year | Outlets at the Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations – Other Reasons | Outlets at End of the Year |
|---------------|------|------------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
|               | 2024 | 13                           | 1              | 0            | 0            | 0                        | 0                                 | 14                         |
| Kentucky      | 2022 | 7                            | 6              | 0            | 0            | 0                        | 0                                 | 13                         |
|               | 2023 | 13                           | 10             | 0            | 0            | 0                        | 0                                 | 23                         |
|               | 2024 | 23                           | 6              | 0            | 0            | 0                        | 0                                 | 29                         |
| Louisiana     | 2022 | 10                           | 1              | 0            | 0            | 0                        | 0                                 | 11                         |
|               | 2023 | 11                           | 4              | 0            | 0            | 0                        | 0                                 | 15                         |
|               | 2024 | 15                           | 1              | 0            | 0            | 0                        | 0                                 | 16                         |
| Maine         | 2022 | 2                            | 0              | 0            | 0            | 0                        | 0                                 | 2                          |
|               | 2023 | 2                            | 0              | 0            | 0            | 0                        | 0                                 | 2                          |
|               | 2024 | 2                            | 0              | 0            | 0            | 0                        | 0                                 | 2                          |
| Maryland      | 2022 | 46                           | 11             | 0            | 0            | 0                        | 0                                 | 57                         |
|               | 2023 | 57                           | 6              | 0            | 0            | 0                        | 0                                 | 63                         |
|               | 2024 | 63                           | 7              | 0            | 0            | 0                        | 0                                 | 70                         |
| Massachusetts | 2022 | 9                            | 3              | 0            | 0            | 0                        | 0                                 | 12                         |
|               | 2023 | 12                           | 4              | 0            | 0            | 0                        | 1                                 | 15                         |
|               | 2024 | 15                           | 5              | 0            | 0            | 0                        | 0                                 | 20                         |
| Michigan      | 2022 | 109                          | 7              | 0            | 0            | 0                        | 0                                 | 116                        |
|               | 2023 | 116                          | 3              | 0            | 0            | 0                        | 0                                 | 119                        |
|               | 2024 | 119                          | 5              | 1            | 0            | 0                        | 0                                 | 123                        |
| Minnesota     | 2022 | 1                            | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|               | 2023 | 1                            | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|               | 2024 | 1                            | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
| Mississippi   | 2022 | 3                            | 2              | 0            | 0            | 0                        | 0                                 | 5                          |
|               | 2023 | 5                            | 2              | 0            | 0            | 0                        | 0                                 | 7                          |
|               | 2024 | 7                            | 1              | 0            | 0            | 0                        | 0                                 | 8                          |
| Missouri      | 2022 | 18                           | 1              | 0            | 0            | 0                        | 0                                 | 19                         |
|               | 2023 | 19                           | 3              | 0            | 0            | 0                        | 0                                 | 22                         |
|               | 2024 | 22                           | 4              | 0            | 0            | 0                        | 0                                 | 26                         |
| Montana       | 2022 | 0                            | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
|               | 2023 | 0                            | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
|               | 2024 | 0                            | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
| Nebraska      | 2022 | 2                            | 0              | 0            | 0            | 0                        | 0                                 | 2                          |
|               | 2023 | 2                            | 1              | 0            | 0            | 0                        | 0                                 | 3                          |
|               | 2024 | 3                            | 0              | 0            | 0            | 0                        | 0                                 | 3                          |
| Nevada        | 2022 | 24                           | 1              | 0            | 0            | 0                        | 0                                 | 25                         |
|               | 2023 | 25                           | 0              | 0            | 0            | 0                        | 0                                 | 25                         |
|               | 2024 | 25                           | 0              | 1            | 0            | 0                        | 1                                 | 23                         |
| New Hampshire | 2022 | 2                            | 2              | 0            | 0            | 0                        | 0                                 | 4                          |
|               | 2023 | 4                            | 1              | 0            | 0            | 0                        | 0                                 | 5                          |
|               | 2024 | 5                            | 2              | 0            | 0            | 0                        | 0                                 | 7                          |
| New Jersey    | 2022 | 4                            | 3              | 0            | 0            | 0                        | 0                                 | 7                          |
|               | 2023 | 7                            | 3              | 0            | 0            | 0                        | 0                                 | 10                         |
|               | 2024 | 10                           | 6              | 0            | 0            | 0                        | 0                                 | 16                         |

| State          | Year | Outlets at the Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations – Other Reasons | Outlets at End of the Year |
|----------------|------|------------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| New Mexico     | 2022 | 3                            | 0              | 0            | 0            | 0                        | 0                                 | 3                          |
|                | 2023 | 3                            | 0              | 0            | 0            | 0                        | 0                                 | 3                          |
|                | 2024 | 3                            | 0              | 0            | 0            | 0                        | 0                                 | 3                          |
| New York       | 2022 | 33                           | 7              | 0            | 0            | 0                        | 0                                 | 40                         |
|                | 2023 | 40                           | 9              | 0            | 0            | 0                        | 0                                 | 49                         |
|                | 2024 | 49                           | 9              | 0            | 0            | 0                        | 1                                 | 57                         |
| North Carolina | 2022 | 52                           | 10             | 0            | 0            | 0                        | 0                                 | 62                         |
|                | 2023 | 62                           | 6              | 0            | 0            | 0                        | 0                                 | 68                         |
|                | 2024 | 68                           | 3              | 0            | 0            | 0                        | 2                                 | 69                         |
| North Dakota   | 2022 | 2                            | 0              | 0            | 0            | 0                        | 0                                 | 2                          |
|                | 2023 | 2                            | 1              | 0            | 0            | 0                        | 0                                 | 3                          |
|                | 2024 | 3                            | 1              | 0            | 0            | 0                        | 0                                 | 4                          |
| Ohio           | 2022 | 35                           | 7              | 0            | 0            | 0                        | 0                                 | 42                         |
|                | 2023 | 42                           | 13             | 0            | 0            | 0                        | 0                                 | 55                         |
|                | 2024 | 55                           | 10             | 0            | 0            | 0                        | 0                                 | 65                         |
| Oklahoma       | 2022 | 29                           | 5              | 0            | 0            | 0                        | 0                                 | 34                         |
|                | 2023 | 34                           | 4              | 0            | 0            | 0                        | 0                                 | 38                         |
|                | 2024 | 38                           | 1              | 0            | 0            | 0                        | 0                                 | 39                         |
| Oregon         | 2022 | 0                            | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
|                | 2023 | 0                            | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
|                | 2024 | 0                            | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
| Pennsylvania   | 2022 | 20                           | 7              | 1            | 0            | 0                        | 0                                 | 26                         |
|                | 2023 | 26                           | 5              | 0            | 0            | 0                        | 0                                 | 31                         |
|                | 2024 | 31                           | 11             | 0            | 0            | 0                        | 0                                 | 42                         |
| Rhode Island   | 2022 | 4                            | 0              | 1            | 0            | 0                        | 0                                 | 3                          |
|                | 2023 | 3                            | 0              | 0            | 0            | 0                        | 0                                 | 3                          |
|                | 2024 | 3                            | 2              | 0            | 0            | 0                        | 0                                 | 5                          |
| South Carolina | 2022 | 33                           | 1              | 0            | 0            | 0                        | 0                                 | 34                         |
|                | 2023 | 34                           | 3              | 0            | 0            | 0                        | 0                                 | 37                         |
|                | 2024 | 37                           | 4              | 0            | 0            | 0                        | 0                                 | 41                         |
| South Dakota   | 2022 | 4                            | 0              | 0            | 0            | 0                        | 0                                 | 4                          |
|                | 2023 | 4                            | 1              | 0            | 0            | 0                        | 0                                 | 5                          |
|                | 2024 | 5                            | 0              | 0            | 0            | 0                        | 0                                 | 5                          |
| Tennessee      | 2022 | 19                           | 1              | 0            | 0            | 0                        | 0                                 | 20                         |
|                | 2023 | 20                           | 5              | 0            | 0            | 0                        | 0                                 | 25                         |
|                | 2024 | 25                           | 8              | 0            | 0            | 0                        | 0                                 | 33                         |
| Texas          | 2022 | 77                           | 22             | 0            | 0            | 0                        | 0                                 | 99                         |
|                | 2023 | 99                           | 22             | 0            | 0            | 0                        | 1                                 | 120                        |
|                | 2024 | 120                          | 20             | 0            | 0            | 0                        | 2                                 | 138                        |
| Utah           | 2022 | 8                            | 3              | 0            | 0            | 0                        | 1                                 | 10                         |
|                | 2023 | 10                           | 6              | 1            | 0            | 0                        | 0                                 | 15                         |
|                | 2024 | 15                           | 2              | 0            | 0            | 0                        | 0                                 | 17                         |

| State         | Year | Outlets at the Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations – Other Reasons | Outlets at End of the Year |
|---------------|------|------------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| Vermont       | 2022 | 0                            | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
|               | 2023 | 0                            | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
|               | 2024 | 0                            | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
| Virginia      | 2022 | 113                          | 2              | 0            | 0            | 0                        | 0                                 | 115                        |
|               | 2023 | 115                          | 5              | 0            | 0            | 0                        | 0                                 | 120                        |
|               | 2024 | 120                          | 3              | 0            | 0            | 0                        | 2                                 | 121                        |
| Washington    | 2022 | 2                            | 0              | 0            | 0            | 0                        | 0                                 | 2                          |
|               | 2023 | 2                            | 0              | 0            | 0            | 0                        | 0                                 | 2                          |
|               | 2024 | 2                            | 0              | 1            | 0            | 0                        | 0                                 | 1                          |
| West Virginia | 2022 | 1                            | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|               | 2023 | 1                            | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|               | 2024 | 1                            | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
| Wisconsin     | 2022 | 4                            | 9              | 0            | 0            | 0                        | 0                                 | 13                         |
|               | 2023 | 13                           | 5              | 0            | 0            | 0                        | 0                                 | 18                         |
|               | 2024 | 18                           | 2              | 0            | 0            | 0                        | 0                                 | 20                         |
| Wyoming       | 2022 | 0                            | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
|               | 2023 | 0                            | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
|               | 2024 | 0                            | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
| <b>Total</b>  | 2022 | <b>1037</b>                  | <b>167</b>     | <b>4</b>     | <b>0</b>     | <b>0</b>                 | <b>3</b>                          | <b>1197</b>                |
|               | 2023 | <b>1197</b>                  | <b>180</b>     | <b>2</b>     | <b>1</b>     | <b>0</b>                 | <b>3</b>                          | <b>1371</b>                |
|               | 2024 | <b>1371</b>                  | <b>161</b>     | <b>5</b>     | <b>0</b>     | <b>0</b>                 | <b>13</b>                         | <b>1514</b>                |

**Table No. 4**  
**Status of Company-Owned Outlets**  
**For Years Ending December 25, 2022, December 31, 2023, and December 29, 2024**

| 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      | 2022        | 1                        | 0              | 0                                  | 0              | 0                          | 1                      |
|              | 2023        | 1                        | 0              | 0                                  | 0              | 0                          | 1                      |
|              | 2024        | 1                        | 0              | 0                                  | 0              | 0                          | 1                      |
| <b>Total</b> | <b>2022</b> | <b>1</b>                 | <b>0</b>       | <b>0</b>                           | <b>0</b>       | <b>0</b>                   | <b>1</b>               |
|              | <b>2023</b> | <b>1</b>                 | <b>0</b>       | <b>0</b>                           | <b>0</b>       | <b>0</b>                   | <b>1</b>               |
|              | <b>2024</b> | <b>1</b>                 | <b>0</b>       | <b>0</b>                           | <b>0</b>       | <b>0</b>                   | <b>1</b>               |

**Table No. 5**  
**Projected Openings as of December 29, 2024**

| <b>State</b>         | <b>Franchise Agreements Signed But Outlet Not Opened</b> | <b>Projected New Franchised Outlet In the Next Fiscal Year (2025)</b> | <b>Projected New Company-Owned Outlet In the Next Fiscal Year (2025)</b> |
|----------------------|----------------------------------------------------------|-----------------------------------------------------------------------|--------------------------------------------------------------------------|
| Alabama              | 12                                                       | 0                                                                     | 0                                                                        |
| Alaska               | 0                                                        | 0                                                                     | 0                                                                        |
| Arizona              | 29                                                       | 10                                                                    | 0                                                                        |
| Arkansas             | 2                                                        | 2                                                                     | 0                                                                        |
| California           | 0                                                        | 0                                                                     | 0                                                                        |
| Colorado             | 3                                                        | 0                                                                     | 0                                                                        |
| Connecticut          | 12                                                       | 4                                                                     | 0                                                                        |
| Delaware             | 6                                                        | 0                                                                     | 0                                                                        |
| District of Columbia | 6                                                        | 2                                                                     | 0                                                                        |
| Florida              | 83                                                       | 16                                                                    | 0                                                                        |
| Georgia              | 72                                                       | 21                                                                    | 0                                                                        |
| Hawaii               | 0                                                        | 0                                                                     | 0                                                                        |
| Idaho                | 3                                                        | 1                                                                     | 0                                                                        |
| Illinois             | 39                                                       | 5                                                                     | 0                                                                        |
| Indiana              | 49                                                       | 6                                                                     | 0                                                                        |
| Iowa                 | 10                                                       | 0                                                                     | 0                                                                        |
| Kansas               | 8                                                        | 1                                                                     | 0                                                                        |
| Kentucky             | 17                                                       | 3                                                                     | 0                                                                        |
| Louisiana            | 11                                                       | 4                                                                     | 0                                                                        |
| Maine                | 0                                                        | 0                                                                     | 0                                                                        |
| Maryland             | 17                                                       | 2                                                                     | 0                                                                        |
| Massachusetts        | 39                                                       | 8                                                                     | 0                                                                        |
| Michigan             | 15                                                       | 2                                                                     | 0                                                                        |
| Minnesota            | 0                                                        | 0                                                                     | 0                                                                        |
| Mississippi          | 14                                                       | 4                                                                     | 0                                                                        |
| Missouri             | 23                                                       | 4                                                                     | 0                                                                        |
| Montana              | 0                                                        | 0                                                                     | 0                                                                        |
| Nebraska             | 2                                                        | 0                                                                     | 0                                                                        |
| Nevada               | 2                                                        | 0                                                                     | 0                                                                        |
| New Hampshire        | 4                                                        | 0                                                                     | 0                                                                        |
| New Jersey           | 52                                                       | 11                                                                    | 0                                                                        |
| New Mexico           | 4                                                        | 0                                                                     | 0                                                                        |
| New York             | 22                                                       | 2                                                                     | 0                                                                        |
| North Carolina       | 50                                                       | 13                                                                    | 0                                                                        |
| North Dakota         | 1                                                        | 0                                                                     | 0                                                                        |
| Ohio                 | 55                                                       | 4                                                                     | 0                                                                        |
| Oklahoma             | 5                                                        | 0                                                                     | 0                                                                        |
| Oregon               | 0                                                        | 0                                                                     | 0                                                                        |
| Pennsylvania         | 55                                                       | 4                                                                     | 0                                                                        |
| Rhode Island         | 5                                                        | 1                                                                     | 0                                                                        |
| South Carolina       | 31                                                       | 5                                                                     | 0                                                                        |

| State         | Franchise Agreements Signed But Outlet Not Opened | Projected New Franchised Outlet In the Next Fiscal Year (2025) | Projected New Company-Owned Outlet In the Next Fiscal Year (2025) |
|---------------|---------------------------------------------------|----------------------------------------------------------------|-------------------------------------------------------------------|
| South Dakota  | 3                                                 | 1                                                              | 0                                                                 |
| Tennessee     | 45                                                | 6                                                              | 0                                                                 |
| Texas         | 108                                               | 15                                                             | 0                                                                 |
| Utah          | 17                                                | 3                                                              | 0                                                                 |
| Vermont       | 0                                                 | 0                                                              | 0                                                                 |
| Virginia      | 10                                                | 1                                                              | 0                                                                 |
| Washington    | 0                                                 | 0                                                              | 0                                                                 |
| West Virginia | 5                                                 | 0                                                              | 0                                                                 |
| Wisconsin     | 18                                                | 4                                                              | 0                                                                 |
| Wyoming       | 0                                                 | 0                                                              | 0                                                                 |
| <b>Totals</b> | <b>964</b>                                        | <b>165</b>                                                     | <b>0</b>                                                          |

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 29, 2024.

The name, city, state, and current business telephone number (or, if unknown, the last known home telephone number) of 97 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, TSC 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**

We were organized on July 8, 2024. Exhibit J to this disclosure document contains the following:

- A. Our audited Balance Sheet for the period beginning September 6, 2024 and ending December 29, 2024. Because we were organized on July 8, 2024, we do not have available, and cannot yet include, three full years of audited financial statements.
- B. The audited consolidated financial statements of TSC Parent and subsidiaries as of: (i) December 29, 2024 (successor), and for the periods from June 10, 2024 to December 29, 2024 (successor) and January 1, 2024 to June 9, 2024 (predecessor), (ii) December 31, 2023 (predecessor), and (iii) December 25, 2022.

As described in Item 1, TSC provides support and services to our franchisees under a Management Agreement with us. TSC is a wholly-owned subsidiary of TSC Parent. Under a guaranty of performance (included in Exhibit J), TSC Parent absolutely and unconditionally guarantees TSC's duties and obligations under the Management Agreement with us. TSC Parent's financial statements are for disclosure purposes only. Although TSC provides services to our franchisees, neither TSC nor TSC Parent is a party to the Franchise Agreement we sign with franchisees and they do not guarantee our obligations under the Franchise Agreement we sign with franchisees.

### **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**

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### **STATE AGENCIES AND ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS**

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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<br>PROCESS IN STATE, IF<br>DIFFERENT THAN THE STATE<br>REGULATORY AGENCY                                                                                                                                                 |
|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| California | <p>Commissioner of Department of<br/>Financial Protection &amp; Innovation<br/>(866) 275-2677</p> <p><i>Los Angeles</i><br/>320 West 4<sup>th</sup> Street<br/>Suite 750<br/>Los Angeles, CA 90013-2344<br/>(213) 897-2085</p> <p><i>Los Angeles</i><br/>300 S. Spring Street<br/>Suite 15513<br/>Los Angeles, CA 90013-1259<br/>(213) 897-2085</p> <p><i>Sacramento</i><br/>2101 Arena Boulevard<br/>Sacramento, CA 95834<br/>(916) 445-7205</p> <p><i>San Diego</i><br/>1455 Frazee Road<br/>Suite 315<br/>San Diego, CA 92108<br/>(619) 610-2093</p> <p><i>San Francisco</i><br/>One Sansome Street, Suite 600<br/>San Francisco, CA 94104-4428<br/>(415) 972-8565</p> |                                                                                                                                                                                                                                           |
| Hawaii     | <p>Department of Commerce and<br/>Consumer Affairs<br/>Business Registration Division<br/>Commissioner of Securities<br/>335 Merchant Street<br/>Room 205<br/>Honolulu, Hawaii 96813<br/>(808) 586-2722</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <p>Commissioner of Securities<br/>Department of Commerce and<br/>Consumer Affairs<br/>Business Registration Division<br/>Securities Compliance Branch<br/>335 Merchant Street, Room 203<br/>Honolulu, Hawaii 96813<br/>(808) 586-2722</p> |
| Illinois   | <p>Franchise Bureau<br/>Office of Attorney General<br/>500 South Second Street<br/>Springfield, IL 62706<br/>(217) 782-4465</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                           |

| <b>STATE</b> | <b>STATE REGULATORY AGENCY</b>                                                                                                                                                                  | <b>AGENT TO RECEIVE<br/>PROCESS IN STATE, IF<br/>DIFFERENT THAN THE STATE<br/>REGULATORY AGENCY</b>                                                                               |
|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Indiana      | Indiana Securities Division<br>Secretary of State<br>Franchise Section<br>Room E-111<br>302 W. Washington Street<br>Indianapolis, Indiana 46204<br>(317) 232-6681                               | Indiana Secretary of State<br>201 State House<br>200 West Washington Street<br>Indianapolis, Indiana 46204<br>(317) 232-6531                                                      |
| Maryland     | Office of the Attorney General<br>Securities Division<br>200 St. Paul Place<br>Baltimore, MD 21202-2021<br>(410) 576-6360                                                                       | Maryland Securities Commissioner<br>Office of the Attorney General –<br>Securities Division<br>200 St. Paul Place<br>Baltimore, Maryland 21202-2021<br>(410) 576-6360             |
| Michigan     | Michigan Attorney General's<br>Office<br>Consumer Protection Division<br>Attn: Franchise Section<br>525 W. Ottawa Street<br>Williams Building, 1st Floor<br>Lansing, MI 48909<br>(517) 373-7117 |                                                                                                                                                                                   |
| Minnesota    | Minnesota Department of<br>Commerce<br>Securities Unit<br>85 7 <sup>th</sup> Place East, Suite 280<br>St. Paul, Minnesota 55101-2198<br>(651) 539-1600<br>(800) 657-3602                        | Minnesota Department of<br>Commerce<br>Commissioner of Commerce<br>85 7 <sup>th</sup> Place East, Suite 280<br>St. Paul, Minnesota 55101-2198<br>(651) 539-1600<br>(800) 657-3602 |
| New York     | NYS Department of Law<br>Investor Protection Bureau<br>28 Liberty Street, 21 <sup>st</sup> Floor<br>New York, New York 10005<br>(212) 416-8222                                                  | Secretary of State<br>New York Department of State<br>One Commerce Plaza<br>99 Washington Avenue, 6 <sup>th</sup> Floor<br>Albany, NY 12231<br>(518)-473-2492                     |
| North Dakota | North Dakota Securities Department<br>600 East Boulevard, Suite 414<br>Bismarck, ND 58505<br>(701) 328-2910                                                                                     | Securities Commissioner<br>North Dakota Securities Department<br>600 East Boulevard, Suite 414<br>Bismarck, ND 58505<br>(701) 328-4712                                            |
| Oregon       | Oregon Division of Financial<br>Regulation<br>350 Winter Street NE, Suite 410<br>Salem, Oregon 97301<br>(503) 378-4140                                                                          |                                                                                                                                                                                   |

| <b>STATE</b> | <b>STATE REGULATORY AGENCY</b>                                                                                                                                                   | <b>AGENT TO RECEIVE<br/>PROCESS IN STATE, IF<br/>DIFFERENT THAN THE STATE<br/>REGULATORY AGENCY</b>                                                                   |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Rhode Island | Department of Business Regulation<br>Securities Division<br>1511 Pontiac Avenue<br>John O. Pastore Complex–69-1<br>Cranston, RI 02920-4407<br>(401) 462-9500                     |                                                                                                                                                                       |
| South Dakota | Division of Insurance<br>Securities Regulation<br>124 S. Euclid, Suite 104<br>Pierre, SD 57501<br>(605) 773-3563                                                                 |                                                                                                                                                                       |
| Virginia     | State Corporation Commission<br>Division of Securities and Retail<br>Franchising<br>Tyler Building<br>1300 East Main Street<br>9th Floor<br>Richmond, VA 23219<br>(804) 371-9051 | Clerk<br>State Corporation Commission<br>1300 East Main Street, 1st Floor<br>Richmond, VA 23219<br>(804) 371-9733                                                     |
| Washington   | Department of Financial Institutions<br>Securities Division<br>P.O. Box 41200<br>Olympia, WA 98504-1200<br>(360) 902-8700                                                        | Department of Financial Institutions<br>150 Israel Road SW<br>Tumwater, WA 98501<br>1 (877) 746-4334                                                                  |
| Wisconsin    | Division of Securities<br>Department of Financial<br>Institutions<br>4822 Madison Yards Way,<br>North Tower<br>Madison, Wisconsin 53705<br>(608) 266-0448                        | Administrator, Division of Securities<br>Department of Financial Institutions<br>4822 Madison Yards Way,<br>North Tower<br>Madison, Wisconsin 53705<br>(608) 266-2139 |

**For service of process in Delaware:**

**DELAWARE**  
Corporate Creations Network, Inc.  
1521 Concord Pike, Suite 201  
Wilmington, DE 19803

**EXHIBIT B TO THE DISCLOSURE DOCUMENT**

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**FORM OF FRANCHISE AGREEMENT**

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**TSC FRANCHISOR, LLC**  
**FRANCHISE AGREEMENT**  
TSC FA 4182025

**Franchisee:** \_\_\_\_\_

**Cafe Number:** \_\_\_\_\_

B-2

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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 TSC Franchisor, LLC, a Delaware 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® restaurants (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 CAFE® (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 CAFE® 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/industrial complex).

**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.** We will provide you with the assistance described below, either directly or through one or more of our affiliates. All references in Sections 3.A. and 3.B. below to “we”, “us”, “our” and the like, are inclusive of our affiliates.

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 businessplan.

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 to Third Parties.** 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 by us.

**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 or an approved vendor we designate 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 do 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;

14. To comply with our requirements in the Manual concerning curbside services, and if you provide curbside services, then to use our designated third-party location technology solution to facilitate the curbside services; and

15. 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 in writing.

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 trademarks, you will modify or discontinue the use of any such name or trademark, within a reasonable time after receiving notice, and use such additional or substitute name or trademark, 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 trademarks the same or similar to the Marks, or any other trademarks, 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) software, hardware, printers and other peripheral devices, including but not limited to tablets and mobile devices, firewalls, network switches, wireless access points, internet circuit, and EMV credit card 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”). If your Franchised Business includes a drive-thru, we may require you to purchase or lease as part of the Computer System additional components, including but not limited to headsets, timers, exterior menu boards, and other software and hardware and software required to run the drive-thru. 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 transactional information.

6. Your Computer System must be capable of connecting with our computer systems, performing the functions we designate for the Franchised Business, permitting us to review the results of your Franchised Business’ operations, and engaging in any e-commerce activities that we designate. In addition to any access we may have to your Computer System through the MIS System, you must: (a) supply us with any and all codes, passwords and information necessary to have access to your Computer System, and not change them without first notifying us; and (b) not load or utilize any software on the Computer System that we have not specified or approved for use. You will continuously comply with each of our then-current terms of use and privacy policies (and all other requirements) regarding the Computer System, including (but not limited to) Internet use.

7. 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.

8. 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.

**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 Cafe® Restaurants that you (or your affiliate) develop and operate:

| <b>Number of Tropical Smoothie Cafe Restaurants</b> | <b>Minimum Coverage</b> |
|-----------------------------------------------------|-------------------------|
| 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. "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% 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, including but limited to those rights and obligations set forth in Section 13.D, 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/or bowls and includes but is not limited to (i) Smoothie King; (ii) Robeks; (iii) Planet Smoothie; (iv) Jamba/Jamba Juice; (v) Freshii; (vi) Playa Bowls, (vii) Frutta Bowls, and (viii) Rush Bowls;
- (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 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 you or any party who holds an interest in you or in the Franchised Business desires to engage in a Transfer as defined herein with a prospective transferee (a "Prospective Purchaser"), then within five (5) business days of receiving an acceptable offer or reaching acceptable terms, you must submit to us a bona fide written letter of intent signed by the Potential Purchaser (the "Offer Notice"). The Offer Notice must specify, at a minimum: (i) the legal name of the Potential Purchaser, (ii) the proposed purchase price, (iii) any material terms and conditions of the potential transfer, including but not limited to, which party is responsible for paying the Transfer Fee, and (iv) the proposed closing date for the potential transfer. We have the right and option, exercisable within 30 days after receipt of such Offer Notice (the, 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 Prospective Purchaser by sending written notice to the seller that we intend to do so (the "ROFR Notice"). Upon receipt of the ROFR Notice, you must cooperate with us in conducting due diligence and provide certain information related to the Franchised Business, including but not limited to the lease agreement, financial records, and any other information reasonably requested by us. If the consideration, terms and/or conditions offered by a Prospective Purchaser are such that we cannot reasonably furnish the same consideration, terms and/or conditions, then we may purchase the Interest or the Franchised Business 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 the 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 seller of our election to purchase. We reserve the right to not consummate the transfer in our sole and absolute discretion. 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. Pursuant to Section 13.A, we may assign our rights and obligations under this Section 13.D to any person or entity without your consent.

**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 With Notice And A 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 be franchisee, or if by entering this Franchise Agreement you violated any non-competition agreement by which you are bound;

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

3. If the Franchised Business ceases operation for three consecutive days without our prior approval;
4. If your landlord notifies you that the landlord is re-taking possession of the Site, if an eviction proceeding is filed against you, or if you otherwise lose your right to possession of the Site;
5. If you relocate the Franchised Business without our prior written consent;
6. If you (or any of your Owners) engage in any violent or threatening act towards an employee, customer, or any other person;
7. If a threat, danger or injury to health or safety of any person results from any act or failure to act by you (or any of your owners), or from the construction, maintenance or operation of the Franchised Business;
8. If you (or any of your Owners) are or have been convicted by a trial court of, or plead no contest or guilty to, a crime or offense that we reasonably believe is likely to have an adverse effect on the System or the Marks, or a felony;
9. If you (or any of your Owners) commits a material violation of Section 6.D (Compliance with Laws) or Section 9 (Confidentiality Information), violates Section 13 (Transfers) or Section 16 (Covenants), or violates any other provision of this Franchise Agreement which by its nature cannot be cured;
10. If you knowingly maintain false books or records, or knowingly submit any false statements or information to us, or underreport Gross Sales by more than 5% for any week;
11. If you or your Operating Principal loses the right to reside in the United States;
12. If you fail to make payment when due on any loan to (or secured by) the Franchised Business, and do not cure such non-payment within any applicable grace period;
13. If a judgment is issued against you from any court that is not satisfied or properly appealed so that it is stayed from execution within 30 days of issuance;
14. If we terminate any other agreement between you (or your affiliate) and us (or our affiliate) for your default thereunder;
15. If you violate this Franchise Agreement after you have received two or more notices of default under this Franchise Agreement (whether or not such defaults are cured after notice), all in the same 24-month period; or
16. If you misuse or make any unauthorized use of the Marks or otherwise materially impair the goodwill associated with the Marks or our right's in or to any aspect of the System.

**D. Automatic Termination.** You 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 Cafe®, 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 Cafe® 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 of 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:

TSC Franchisor, LLC  
1117 Perimeter Center West, Suite W200  
Atlanta, Georgia 30338  
Attention: Max Wetzel, CEO

With a concurrent copy to:

Tropical Smoothie Cafe, 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:**

**TSC FRANCHISOR, LLC**

By: \_\_\_\_\_

Name: Max Wetzel

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

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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:

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☐ Check if map is attached.

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

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**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**

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**FORM OF MULTI-UNIT DEVELOPMENT ADDENDUM  
TO  
FRANCHISE AGREEMENT**

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**MULTI-UNIT DEVELOPMENT ADDENDUM**  
**TO**  
**FRANCHISE AGREEMENTS**  
TSC MUDA 10152024

**THIS MULTI-UNIT DEVELOPMENT ADDENDUM TO FRANCHISE AGREEMENTS** (the “**Addendum**”) is made and entered into as of \_\_\_\_\_, 20\_\_ (the “**Effective Date**”) by and between TSC Franchisor, LLC, a Delaware 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).

**\*\*We may, in our sole discretion, include the following language in the Multi-Unit Development Addendum if we determine that you may open the Cafes out of order:**

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:**

**TSC FRANCHISOR, LLC**

By: \_\_\_\_\_

Max Wetzel, 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**

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**PRE-AUTHORIZED BANK FORM**

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**ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION**TSC EFT 10152024

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**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:** TSC Franchisor, 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: \_\_\_\_\_

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**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.

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**INITIAL FRANCHISE FEE AND GRAND OPENING MARKETING FEE  
ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION**  
TSC EFT 10152024

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**Franchisee Information:**

---

Franchisee Name

---

Franchisee Mailing Address (street)

---

Franchisee Phone No.

---

Franchise Mailing Address (city, state, zip)

---

Franchisee Fax No.

---

Franchisee E-mail Address

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**(1 of 2) Initial Franchise Fee Withdrawal Bank Account Information:**

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**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:**

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**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:** TSC Franchisor, LLC

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**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: \_\_\_\_\_

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**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.

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**NOTE:** FRANCHISEE MUST ATTACH A VOIDED CHECK RELATING TO EACH BANK ACCOUNT.

**EXHIBIT E TO THE DISCLOSURE DOCUMENT**

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**OWNERS' GUARANTY**

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## OWNERS' GUARANTY

TSC Guaranty 10152024

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 TSC FRANCHISOR, 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**

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**STATE SPECIFIC ADDENDA AND RIDERS**

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**ADDENDUM**  
**TO FRANCHISE DISCLOSURE DOCUMENT FOR**  
**TSC FRANCHISOR, LLC**  
**STATE OF CALIFORNIA**  
TSC CA ADDENDUM 4182025

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](http://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](http://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.

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  
TSC FRANCHISOR, LLC  
FRANCHISE AGREEMENT**  
TSC CA RIDER 10152024

THIS RIDER (the “**Rider**”) is effective as of \_\_\_\_\_, 20\_\_ (the “**Agreement Date**”), and amends the Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “**Agreement**”), between TSC FRANCHISOR, 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:**

**TSC FRANCHISOR, LLC**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM**  
**TO FRANCHISE DISCLOSURE DOCUMENT FOR**  
**TSC FRANCHISOR, LLC**  
**STATE OF HAWAII**  
TSC HI ADDENDUM 10152024

THIS ADDENDUM (the “Addendum”) amends the Franchise Disclosure Document of TSC FRANCHISOR, LLC for its Tropical Smoothie Cafe® franchise.

THESE FRANCHISES WILL BE/HAVE BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF REGULATORY AGENCIES OR A FINDING BY THE DIRECTOR OF REGULATORY AGENCIES THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

THE FRANCHISE INVESTMENT LAW MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE OFFERING CIRCULAR, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE. THIS OFFERING CIRCULAR CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR A STATEMENT OF ALL RIGHTS, CONDITIONS, RESTRICTIONS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.

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  
TSC FRANCHISOR, LLC  
FRANCHISE AGREEMENT**  
TSC HI RIDER 10152024

THIS RIDER (the “**Rider**”) is effective as of \_\_\_\_\_, 20\_\_ (the “**Agreement Date**”), and amends the Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “**Agreement**”), between TSC FRANCHISOR, 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:**

**TSC FRANCHISOR, LLC**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM**  
**TO FRANCHISE DISCLOSURE DOCUMENT FOR**  
**TSC FRANCHISOR, LLC**  
**STATE OF ILLINOIS**  
TSC IL ADDENDUM 10152024

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  
TSC FRANCHISOR, LLC  
FRANCHISE AGREEMENT  
FOR USE IN ILLINOIS**  
TSC IL RIDER 10152024

THIS RIDER (the “**Rider**”) is effective as of \_\_\_\_\_, 20\_\_ (the “**Agreement Date**”), and amends the Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “**Agreement**”), between TSC FRANCHISOR, 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:**

**TSC FRANCHISOR, LLC**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM**  
**TO FRANCHISE DISCLOSURE DOCUMENT FOR**  
**TSC FRANCHISOR, LLC**  
**STATE OF MARYLAND**  
TSC MD ADDENDUM 10152024

THIS ADDENDUM (the “Addendum”) amends the Franchise Disclosure Document of TSC FRANCHISOR, LLC for its Tropical Smoothie Cafe® franchise.

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 “A.”

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  
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 TSC FRANCHISOR, LLC, a Delaware 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  
TSC FRANCHISOR, LLC  
FRANCHISE AGREEMENT**  
TSC MD RIDER 10152024

THIS RIDER (the “**Rider**”) is effective as of \_\_\_\_\_, 20\_\_ (the “**Agreement Date**”), and amends the Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “**Agreement**”), between TSC FRANCHISOR, 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. **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.

3. **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.

4. **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.

5. **Jurisdiction and Venue.** You may bring a lawsuit against us in Maryland for any claims arising under the Maryland Franchise Registration and Disclosure Law.

6. **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.

7. **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:**

**TSC FRANCHISOR, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**You:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM**  
**TO FRANCHISE DISCLOSURE DOCUMENT FOR**  
**TSC FRANCHISOR, LLC**  
**STATE OF MINNESOTA**  
TSC MN ADDENDUM 10152024

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 Statutes, 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  
TSC FRANCHISOR, LLC  
FRANCHISE AGREEMENT**  
TSC MN RIDER 10152024

THIS RIDER (the “**Rider**”) is effective as of \_\_\_\_\_, 20\_\_ (the “**Agreement Date**”), and amends the Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “**Agreement**”), between TSC FRANCHISOR, 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, logos 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:**

**TSC FRANCHISOR, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**You:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM**  
**TO FRANCHISE DISCLOSURE DOCUMENT FOR**  
**TSC FRANCHISOR, LLC**  
**STATE OF NEW YORK**  
TSC NY ADDENDUM 10152024

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 is 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**  
**TSC FRANCHISOR, LLC**  
**STATE OF NORTH DAKOTA**  
TSC ND ADDENDUM 10152024

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  
TSC FRANCHISOR, LLC  
FRANCHISE AGREEMENT**  
TSC ND RIDER 10152024

**THIS RIDER** (the “**Rider**”) is effective as of \_\_\_\_\_, 20\_\_\_\_ (the “**Agreement Date**”), and amends the Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the “**Agreement**”), between **TSC FRANCHISOR, 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:**

**TSC FRANCHISOR, LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**You:**

\_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM**  
**TO FRANCHISE DISCLOSURE DOCUMENT FOR**  
**TSC FRANCHISOR, LLC**  
**STATE OF RHODE ISLAND**  
TSC RI ADDENDUM 10152024

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**  
**TSC FRANCHISOR, LLC**  
**STATE OF SOUTH DAKOTA**  
TSC SD ADDENDUM 10152024

1. The following paragraphs are added to the “Special Risks to Consider About *This Franchise*” page:

**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  
TSC FRANCHISOR, LLC  
FRANCHISE AGREEMENT**  
TSC SD Rider 10152024

THIS RIDER (the “**Rider**”) is effective as of \_\_\_\_\_, 20\_\_ (the “**Agreement Date**”), and amends the Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “**Agreement**”), between TSC FRANCHISOR, 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:**

**TSC FRANCHISOR, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM**  
**TO FRANCHISE DISCLOSURE DOCUMENT FOR**  
**TSC FRANCHISOR, LLC**  
**STATE OF VIRGINIA**  
TSC VA ADDENDUM 10152024

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act (the “Act”), the Franchise Disclosure Document for TSC FRANCHISOR, 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  
TSC FRANCHISOR, LLC  
FRANCHISE AGREEMENT**  
TSC VA RIDER 10152024

THIS RIDER (the “**Rider**”) is effective as of \_\_\_\_\_, 20\_\_ (the “**Agreement Date**”), and amends the Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “**Agreement**”), between TSC FRANCHISOR, 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:**

**TSC FRANCHISOR, LLC**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ADDENDUM**  
**TO FRANCHISE DISCLOSURE DOCUMENT FOR**  
**TSC FRANCHISOR, LLC**  
**STATE OF WASHINGTON**  
TSC WA ADDENDUM 10152024

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.

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  
TSC FRANCHISOR, LLC  
FRANCHISE AGREEMENT**  
TSC WA RIDER 10152024

THIS RIDER (the “**Rider**”) is effective as of \_\_\_\_\_, 20\_\_ (the “**Agreement Date**”), and amends the Franchise Agreement dated \_\_\_\_\_, 20\_\_ (the “**Agreement**”), between TSC FRANCHISOR, 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. **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

3. **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.

4. **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.

5. **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.

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

7. **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.

8. **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.

9. **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.

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

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

12. 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:**

**TSC FRANCHISOR, LLC**

By: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT G TO THE DISCLOSURE DOCUMENT**

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**ADDENDUM TO LEASE AGREEMENT/  
CONDITIONAL ASSIGNMENT OF LEASE**

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**ADDENDUM TO LEASE AGREEMENT/  
CONDITIONAL ASSIGNMENT OF LEASE**

TSC Lease Addendum 10152024

**Landlord/Lessor:**\_\_\_\_\_

**Tenant/Lessee:**\_\_\_\_\_

Notice  
Address:\_\_\_\_\_

Notice  
Address:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Franchisor:** TSC Franchisor, 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 CAFE® 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 CAFE®,** 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**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**Tenant/Lessee/Franchisee**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**TSC Franchisor, LLC / Franchisor**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT H TO THE DISCLOSURE DOCUMENT**

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**OPERATIONAL MANUAL**

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## Operational Standards Manual

[Click here to see what's new.](#)



**APPEARANCE  
AND GROOMING**



**CASH HANDLING**



**EQUIPMENT**



**FACILITIES**



**FOOD EXCELLENCE**



**HACCP PLAN**



**GUEST EXPERIENCE  
AND RECOVERY**



**HOURS OF OPERATION**



**MARKETING**



**GRAND OPENING**



**PEST CONTROL  
AND PREVENTION**



**PRODUCT PREP**



**RECEIVING  
AND STORAGE**



**RECIPES AND  
PRODUCT BUILDS**



**REQUIRED PRODUCTS**



**SAFETY AND SECURITY**



**TRAINING**

# 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**



## POS Procedures



[Air Filters](#)

[Amana Oven](#)

[Oven Settings](#)

[Parts and Service](#)

[Blupura Water Tower](#)

[Blenders](#)

[Parts and Service](#)

[Can Opener](#)

[Cooler Condenser Coils](#)

[Gaskets](#)

[Ice Bin](#)

[Ice Machine](#)

[MerryChef Oven](#)

[OnCue Oven](#)

[Sandwich Press](#)

[Smoothie Sink Drain](#)

[Turbo Chef Oven](#)

[Water Filter - Ice Machine](#)

[Water Pump](#)

[Recommended Service Providers](#)

[Recommended Service Schedule](#)

## FACILITIES



Interior Décor

Exterior Décor



Overview

Food Safety Guidelines

Health Regulations & Sanitation Standards

Personal Hygiene

Foodborne Illness

Cross-Contamination

Time & Temperature

Standard

Food Safety Hazards

Biological Hazards

Chemical Hazards

Physical Hazards

The Flow of Food

Food Prep

Produce Washing

Produce Washing Poster

Cutting & Peeling

Prep Quantities

Storing Cut Produce

Thawing

Heating

Holding & Serving

Hot Holding

Cold Holding

Reheating Food

# FOOD EXCELLENCE

Hazard Analysis & Critical Control Points

Health Department Inspections

Safe Food Handling

Handwashing

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



## Prerequisite Programs

- Allergen Control
- Cleaning and Sanitation
- Chemical Control
- Customer Complaint Program
- Maintenance for Food Safety
- Nonconforming Product Program
- Personal Health and Hygiene
- Pest Management
- Recall/Withdrawal Program
- Receiving Program
- Self-Inspections
- Specifications
- Traceability Program
- Training and Documentation

## Receiving Deliveries

- Instructions
- Monitoring
- Corrective Action
- Verification and Recordkeeping

## Date Marking RTE and TCS Foods

- Instructions
- Monitoring
- Corrective Action

## Cold Holding of TCS Foods

- Instructions

# HACCP PLAN

Monitoring

Corrective Action

Verification and Recordkeeping

## Preventing Cross-Contamination

Instructions

Monitoring

Corrective Action

Verification and Recordkeeping

## Storing and Using Hazardous Chemicals

Instructions

Monitoring

Corrective Action

Verification and Recordkeeping

## Using and Calibrating Thermometers

Instructions

Monitoring

Corrective Action

Verification and Recordkeeping

## Using Suitable Utensils

Instructions

Monitoring

Corrective Action

Verification and Recordkeeping

## Using Suitable Utensils: Knives

Instructions

Monitoring

# HACCP PLAN

Quick Tip

Verification and Recordkeeping

## Personal Hygiene

Instructions

Monitoring

Corrective Action

Verification and Recordkeeping

## Personal Hygiene: Handwashing

Instructions

Monitoring

Corrective Action

## Cleaning and Sanitizing Food Contact Surfaces

Instructions

Monitoring

Corrective Action

Verification and Recordkeeping

## Washing Fruits and Vegetables

Instructions

Monitoring

Corrective Action

Verification and Recordkeeping

## Foodservice Allergen Control Plan

Instructions

Crew Member Training

## Recall Procedure

Instructions

# HACCP PLAN

## Training on the Recall Procedure

Instructions

Monitoring

Corrective Action

Verification and Recordkeeping

## Guest Complaints

Instructions

Monitoring

Corrective Action

Verification and Recordkeeping

## Menu

## HACCP Plan

Process 1: Food Preparation with No Cook Step

Process 2: Food Preparation for Same-Day Service



## Overview

## Friendliness

## Order Process

### Suggestive Selling

### Taking Catering Orders

## Tropitude

## Five Steps to Unparalleled Hospitality

## B.L.A.S.T.

## Sampling

### Guidelines

## Responding to Guest Inquiries

### Introduction

### General

## In-Cafe Music

### Approved Sources

### Music Design

# HOURS OF OPERATION



## Hours of Operation

Regular Hours

Holiday Hours



## Marketing Overview

### Digital Footprint

Websites

Google My Business

Yelp

### Local Cafe Social Media Policy

National Social Media Accounts

Local Social Media Accounts

Local Paid Social Media Guidelines

Personal Social Media Account Guidelines

Policy Updates

### Digital Sales & e-Commerce

Mobile App

Online and Mobile Ordering

Gift Card Sales

Third-Party Gift Card Sales

Third-Party Delivery

Third-Party Catering

### In-Cafe Digital Experience

### Customer Relationship Management Marketing

CRM/Guest Database

Loyalty Program

Email

### Media/Public Relations Policy

TSC Media Inquiries

On-Site Media Response Policies



## Grand Opening Playbook



## 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



### Thawing/Slacking

Thawing/Slacking Guidelines

### Emergency Thawing Procedures

Thawing/Slacking Hermetically Sealed Product

### Frozen Fruit

Thawing/Slacking Frozen Fruit

### Frozen Ready-to-Use (RTU) Product

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



## Product Receiving

Prior to a Delivery

Delivery Arrival

Sysco Credit Process

Produce Alliance Credit Process

## Product Quality Overview

Banana Quality Guidelines

Lettuce Quality Guidelines

## Storage

Frozen and Refrigerated Products

## Minimize Food Waste

### Canned Products

### Dry Products

### Single-Use Items

### Paper Products

### Chemicals

### Shelf Life Chart

Unprepped Produce 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



## 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

## REQUIRED PRODUCTS



### Proprietary Products

Concentrates

Dairy

Fruit

Logo Items

### Non-Replacement Products

Beverages

Breads

Concentrates

Dairy

Fresh Produce

Fruit

Pantry

Paper Goods

Proteins

Sauces

Sides

Supplements

### Distributor Products

Cleaning and Chemicals

Packaging and Disposables

Pantry



## Fire Inspections

- Self-Inspection Checklist

## General Security Guidelines

## Security Equipment

- Keys and Codes

- Safe

- Cash Registers

## Security Procedures

- Front and Back Doors

- Closing Procedures

- Bank Deposits

## Accidents

- General Guidelines

- Slips and Falls

- Cuts

- Burns

- Back Injury Prevention

- Choking

- Electrical Shock

- First Aid Kit

- Bloodborne Pathogen Cleanup Kit

- Knife Safety

## Crime Prevention

- Burglary

- Vandalism

- Robbery

## SAFETY AND SECURITY

Internal Theft

Quick-Change Artists

Counterfeit Currency

Suspicious Behavior

Disorderly Guests or Crew Members



## The Blend

**The Learning Journey**

**Training Resources**

**Events**

**Communities**

**Reporting on Training Progress**

## Change Log

**EXHIBIT I TO THE DISCLOSURE DOCUMENT**

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**ROSTER OF CURRENT AND FORMER FRANCHISEES  
AS OF DECEMBER 29, 2024**

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# **ROSTER OF CURRENT FRANCHISEES AS OF DECEMBER 29, 2024**

|   | FIRST NAME      | LAST NAME              | STORE ADDRESS                  | CITY        | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|-----------------|------------------------|--------------------------------|-------------|-------|----------|------------------|
| * | Glen Johnson    | Nicholas "Nick" Crouch | 7661 US Highway 431            | Albertville | AL    | 35950    | (938) 336-3350   |
| * | Glen Johnson    | Nicholas "Nick" Crouch | TBD                            | Albertville | AL    | TBD      | (573) 489-9890   |
|   | Rhett and Lori  | Enzor                  | 411 West Bypass                | Andalusia   | AL    | 36420    | (334) 222-5005   |
| * | Glen Johnson    | Nicholas "Nick" Crouch | TBD                            | Anniston    | AL    | TBD      | (573) 489-9890   |
| * | Glen Johnson    | Nicholas "Nick" Crouch | TBD                            | Athens      | AL    | TBD      | (573) 489-9890   |
| * | Glen Johnson    | Nicholas "Nick" Crouch | TBD                            | Athens      | AL    | TBD      | (573) 489-9890   |
| * | Glen Johnson    | Nicholas "Nick" Crouch | TBD                            | Athens      | AL    | TBD      | (501) 442-0089   |
| * | Glen Johnson    | Nicholas "Nick" Crouch | TBD                            | Athens      | AL    | TBD      | (573) 489-9890   |
|   | Russell Rissman | Linda Morgan           | 200 West Glenn Avenue #100     | Auburn      | AL    | 36830    | (334) 821-6555   |
|   | John Michael    | Tate                   | 1350 Inverness Corners         | Birmingham  | AL    | 35242    | (205) 834-8309   |
|   | Harbhajan       | Arora                  | 425 20th Street South Unit 105 | Birmingham  | AL    | 35233    | (205) 203-4206   |
| * | Glen Johnson    | Nicholas "Nick" Crouch | 1311 2nd Avenue SW, Suite F    | Cullman     | AL    | 35055    | (205) 754-0299   |
|   | James Brandon   | Butler                 | 29740 Urgent Care Drive        | Daphne      | AL    | 36526    | (251) 232-6182   |
| * | Glen Johnson    | Nicholas "Nick" Crouch | 2127 6th Avenue Southeast      | Decatur     | AL    | 35601    | (256) 333-9033   |
|   | 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 Boulevard           | Enterprise  | AL    | 36330    | (334) 489-4020   |
|   | Steven Craig    | Scott                  | TBD                            | Foley       | AL    | TBD      | (205) 245-3742   |

| FIRST NAME               | LAST NAME                   | STORE ADDRESS                         | CITY       | STATE | ZIP CODE | TELEPHONE NUMBER |
|--------------------------|-----------------------------|---------------------------------------|------------|-------|----------|------------------|
| Glen Johnson             | Nicholas "Nick" Crouch      | 931 Rainbow Drive                     | Gadsden    | AL    | 35901    | (256) 501-2100   |
| Steven Craig             | Scott                       | 225 State Farm Parkway Suite 101      | Homewood   | AL    | 35209    | (205) 637-6344   |
| Glen Johnson             | Nicholas "Nick" Crouch      | 3049 John Hawkins Parkway Suite 100   | Hoover     | AL    | 35244    | (205) 444-0612   |
| * Glen Johnson           | Nicholas "Nick" Crouch      | 2899 Allison-Bonnett Memorial Drive   | Hueytown   | AL    | 35023    | (205) 774-3717   |
| Steven Craig             | Scott                       | 2324 Whitesburg Drive, SE Suite A     | Huntsville | AL    | 35801    | (256) 539-9688   |
| Steven Craig             | Scott                       | 2075 Cecil Ashburn Drive SE           | Huntsville | AL    | 35802    | (256) 945-7768   |
| * Robert, Mary and Stacy | Schmidt                     | TBD                                   | Huntsville | AL    | TBD      | (870) 213-6242   |
| * Glen Johnson           | Nicholas "Nick" Crouch      | 2020 Winchester Road Northeast        | Huntsville | AL    | 35811    | (256) 385-8387   |
| Amanda Melvin            | Jarrett Melvin III          | TBD                                   | Jasper     | AL    | TBD      | (850) 240-0313   |
| Steven Craig             | Scott                       | 1079 Balch Road Suite D               | Madison    | AL    | 35758    | (256) 970-4330   |
| Steven Craig             | Scott                       | 9 Du Rhu Drive                        | Mobile     | AL    | 36608    | (205) 245-3742   |
| Steven Craig             | Scott                       | 7450 Airport Boulevard Suite A        | Mobile     | AL    | 36608    | (205) 245-3742   |
| Steven Craig             | Scott                       | 5000 Rangeline Crossing Drive Suite G | Mobile     | AL    | 36619    | (251) 459-0302   |
| Linda                    | Morgan                      | 6600 Atlanta Highway                  | Montgomery | AL    | 36117    | (334) 213-2999   |
| Dimple                   | Ahuja                       | 3008 Zelda Road                       | Montgomery | AL    | 36106    | (334) 517-1872   |
| Dimple                   | Ahuja                       | 7248 Halcyon Park Drive Unit C        | Montgomery | AL    | 36117    | (334) 676-2203   |
| Steven Craig             | Scott                       | 1425 McFarland Boulevard              | Northport  | AL    | 35476    | (205) 248-7273   |
| * Russell Rissman        | Linda Morgan                | 2750 Pepperell Parkway                | Opelika    | AL    | 36801    | (334) 363-0646   |
| Mike Burdick             | Rebecca Burdick (fka Pitts) | TBD                                   | Ozark      | AL    | TBD      | (334) 237-1931   |
| Harbhajan                | Arora                       | TBD                                   | Pell City  | AL    | TBD      | (205) 980-0900   |
| Linda                    | Morgan                      | 2790 Legends Parkway                  | Prattville | AL    | 36066    | (334) 285-4545   |
| Russell Rissman          | Linda Morgan                | 801 South Memorial Drive              | Prattville | AL    | 36067    | (334) 730-1602   |
| James Brandon            | Butler                      | 54 Shell Street, Suite 101            | Saraland   | AL    | 36571    | (251) 724-2039   |
| Dimple                   | Ahuja                       | TBD                                   | Troy       | AL    | TBD      | (205) 415 1309   |
| Harbhajan                | Arora                       | 2050 Gadsden Highway, Suite 112       | Trussville | AL    | 35173    | (205) 537-1058   |
| Steven Craig             | Scott                       | 1800 McFarland Boulevard #306         | Tuscaloosa | AL    | 35404    | (205) 331-4070   |

| FIRST NAME      | LAST NAME              | STORE ADDRESS                      | CITY         | STATE | ZIP CODE | TELEPHONE NUMBER |
|-----------------|------------------------|------------------------------------|--------------|-------|----------|------------------|
| Russell Rissman | Linda Morgan           | 5037 US Highway 231, Suite 15      | Wetumpka     | AL    | 36092    | (205) 479-2505   |
| Glen Johnson    | Nicholas "Nick" Crouch | 1517 Military Road                 | Benton       | AR    | 72015    | (501) 408-5616   |
| Glen Johnson    | Nicholas "Nick" Crouch | 118 Harvest Drive                  | Bryant       | AR    | 72022    | (501) 593-4653   |
| Glen Johnson    | Nicholas "Nick" Crouch | 2035 W Main Street Suite A         | Cabot        | AR    | 72023    | (501) 286-6009   |
| Glen Johnson    | Nicholas "Nick" Crouch | 1409 East Centerton Boulevard      | Centerton    | AR    | 72719    | (479) 224-4994   |
| Glen Johnson    | Nicholas "Nick" Crouch | 705 Club Lane #109                 | Conway       | AR    | 72034    | (501) 764-4800   |
| * Glen Johnson  | Nicholas "Nick" Crouch | 175 E Oak Street                   | Conway       | AR    | 72032    | (405) 367-2677   |
| Glen Johnson    | Nicholas "Nick" Crouch | 3878 Crossover Road, Suite 10      | Fayetteville | AR    | 72703    | (479) 582-4444   |
| Glen Johnson    | Nicholas "Nick" Crouch | 1109 Martin Luther King            | Fayetteville | AR    | 72701    | (479) 332-4755   |
| * Glen Johnson  | Nicholas "Nick" Crouch | 6901 Rogers Avenue Suite A         | Fort Smith   | AR    | 72903    | (479) 452-1833   |
| * Glen Johnson  | Nicholas "Nick" Crouch | 3308 Central Avenue                | Hot Springs  | AR    | 71913    | (501) 622-2551   |
| Glen Johnson    | Nicholas "Nick" Crouch | 140 John Harden Drive #29          | Jacksonville | AR    | 72076    | (501) 241-2233   |
| Glen Johnson    | Nicholas "Nick" Crouch | 3410 E Johnson Avenue, Suite Q     | Jonesboro    | AR    | 72401    | (870) 932-8767   |
| Glen Johnson    | Nicholas "Nick" Crouch | 2529 South Caraway Road            | Jonesboro    | AR    | 72401    | (870) 218-3134   |
| Glen Johnson    | Nicholas "Nick" Crouch | 11900 Kanis Rd. Suite D3           | Little Rock  | AR    | 72211    | (501) 221-6773   |
| Glen Johnson    | Nicholas "Nick" Crouch | 17710 Cantrell Road                | Little Rock  | AR    | 72223    | (501) 224-1113   |
| 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   |

|   | FIRST NAME                   | LAST NAME                           | STORE ADDRESS                    | CITY              | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|------------------------------|-------------------------------------|----------------------------------|-------------------|-------|----------|------------------|
| * | Glen Johnson                 | Nicholas "Nick" Crouch              | 16900 Chenal Parkway, Suite 100  | Little Rock       | AR    | 72223    | (501) 817-3154   |
|   | Glen Johnson                 | Nicholas "Nick" Crouch              | 322 Broadway Street              | Little Rock       | AR    | 72201    | (501) 246-3145   |
| * | Glen Johnson                 | Nicholas "Nick" Crouch              | 1510 Rebsamen Road               | Little Rock       | AR    | 72202    | (501) 747-1030   |
| * | Glen Johnson                 | Nicholas "Nick" Crouch              | TBD                              | Little Rock       | AR    | TBD      | (501) 442-0089   |
|   | Glen Johnson                 | Nicholas "Nick" Crouch              | 101 Monument Drive, Suite H      | Lowell            | AR    | 72745    | (479) 315-4388   |
|   | Glen Johnson                 | Nicholas "Nick" Crouch              | 12311 Maumelle Boulevard         | Maumelle          | AR    | 72113    | (501) 851-9555   |
|   | Glen Johnson                 | Nicholas "Nick" Crouch              | 5504 JFK Boulevard               | North Little Rock | AR    | 72116    | (501) 753-8500   |
| * | Glen Johnson                 | Nicholas "Nick" Crouch              | 2600 Main Street                 | North Little Rock | AR    | 72114    | (501) 904-5212   |
| * | Glen Johnson                 | Nicholas "Nick" Crouch              | TBD                              | Paragould         | AR    | TBD      | (573) 489-9890   |
|   | Jigna                        | Patel                               | 502 Mallard Loop Suite E         | Pine Bluff        | AR    | 71603    | (870) 536-7040   |
|   | Glen Johnson                 | Nicholas "Nick" Crouch              | 3351 Pinnacle Hills Parkway      | Rogers            | AR    | 72758    | (479) 273-2000   |
| * | Glen Johnson                 | Nicholas "Nick" Crouch              | 605 N Arkansas Avenue            | Russellville      | AR    | 72801    | (479) 498-0788   |
|   | Glen Johnson                 | Nicholas "Nick" Crouch              | 310 E. Beebe Capps Expressway    | Searcy            | AR    | 72143    | (501) 305-3665   |
| * | Glen Johnson                 | Nicholas "Nick" Crouch              | 1510 Country Club Road           | Sherwood          | AR    | 72120    | (501) 222-8820   |
|   | Glen Johnson                 | Nicholas "Nick" Crouch              | 3200 East Highway 412, Suite 70  | Siloam Springs    | AR    | 72761    | (479) 373-1090   |
|   | Glen Johnson                 | Nicholas "Nick" Crouch              | 7022 West Sunset Avenue, Suite 1 | Springdale        | AR    | 72762    | (479) 361-9999   |
| * | Glen Johnson                 | Nicholas "Nick" Crouch              | 2025 Fayetteville Road, Suite A  | Van Buren         | AR    | 72956    | (479) 471-5359   |
|   | Edward Holmes, Linda Parenti | Brandon, Jameson and James Lovelace | TBD                              | Apache Junction   | AZ    | TBD      | (303) 478-7272   |

|   | FIRST NAME                | LAST NAME         | STORE ADDRESS                           | CITY             | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|---------------------------|-------------------|-----------------------------------------|------------------|-------|----------|------------------|
| * | Caitlin Marie Lovett      | Shaun Paul Lovett | TBD                                     | Avondale         | AZ    | TBD      | (941) 268-1247   |
| * | Caitlin Marie Lovett      | Shaun Paul Lovett | TBD                                     | Buckeye          | AZ    | TBD      | (941) 268-1247   |
| * | Stephen and Allison       | Palmieri          | TBD                                     | Bullhead City    | AZ    | TBD      | (928) 846-6169   |
|   | Charlotte and Britt       | Reed              | 29455 North Cave Creek Road, Suite 124  | Cave Creek       | AZ    | 85331    | (480) 550-6604   |
|   | Dara and Brian            | Cupery            | 1155 W. Ocotilla Road                   | Chandler         | AZ    | 85248    | (480) 659-3285   |
| * | Jeffrey and Laura         | Hill              | TBD                                     | Chandler         | AZ    | TBD      | (954) 806-9333   |
| * | Kathleen Ann              | Cole              | TBD                                     | Desert Ridge     | AZ    | TBD      | (586) 634-7839   |
| * | Stephen and Allison       | Palmieri          | TBD                                     | Flagstaff        | AZ    | TBD      | (928) 486-7059   |
| * | Stephen and Allison       | Palmieri          | TBD                                     | Flagstaff        | AZ    | TBD      | (928) 486-7059   |
|   | Dara and Brian            | Cupery            | 891 East Baseline Road, Suite 106       | Gilbert          | AZ    | 85233    | (480) 545-6677   |
| * | Jeffrey and Laura         | Hill              | 1505 East Warner Road Suite 100         | Gilbert          | AZ    | 85296    | (480) 398-8408   |
| * | John                      | Weeber            | 9455 West Glendale Avenue Suite 120     | Glendale         | AZ    | 85305    | (480) 534-3795   |
|   | Dan and Nicolette Rudolph | Joseph Omobogie   | 7708 West Bell Road                     | Glendale         | AZ    | 85308    | (623) 440-9058   |
|   | Dan and Nicolette Rudolph | Joseph Omobogie   | 13355 W Mcdowell Road, Suite 110        | Goodyear         | AZ    | 85395    | (623) 414-4064   |
|   | Dan and Nicolette Rudolph | Joseph Omobogie   | 831 South Cotton Lane, Suite F-6        | Goodyear         | AZ    | 85338    | (623) 932-2458   |
| * | Kathleen Ann              | Cole              | TBD                                     | Kierland         | AZ    | TBD      | (586) 634-7839   |
| * | Stephen and Allison       | Palmieri          | TBD                                     | Kingman          | AZ    | TBD      | (928) 486-7059   |
| * | Stephen and Allison       | Palmieri          | 1625 Mesquite Avenue                    | Lake Havasu City | AZ    | 86403    | (928) 302-3880   |
|   | Bryan                     | Khaov             | 2748 South Signal Butte Road, Suite 106 | Mesa             | AZ    | 85209    | (480) 588-6911   |
|   | Dan and Nicolette Rudolph | Joseph Omobogie   | 6614 E. Baseline Rd. Suite 110          | Mesa             | AZ    | 85206    | (480) 325-7680   |
| * | Alkeshkumar Patel         | Ajeet Bhargava    | 1130 South Alma School Road, Unit 104   | Mesa             | AZ    | 85210    | (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) 650-4624   |

| FIRST NAME                  | LAST NAME         | STORE ADDRESS                               | CITY           | STATE | ZIP CODE | TELEPHONE NUMBER |
|-----------------------------|-------------------|---------------------------------------------|----------------|-------|----------|------------------|
| Charlotte and Britt         | Reed              | TBD                                         | Norterra       | AZ    | TBD      | (602) 622-2931   |
| John                        | Weeber            | 25738 North Lake Pleasant Parkway Suite 102 | Peoria         | AZ    | 85383    | (480) 219-2134   |
| Dan and Nicolette Rudolph   | Joseph Omobogie   | 2815 W. Peoria Avenue, Suite #116           | Phoenix        | AZ    | 85029    | (602) 944-3333   |
| Dan and Nicolette Rudolph   | Joseph Omobogie   | 320 Bell Road Suite #101                    | Phoenix        | AZ    | 85023    | (602) 283-4379   |
| Dan and Nicolette Rudolph   | Joseph Omobogie   | 3100 S 99th Avenue                          | Phoenix        | AZ    | 85353    | (602) 283-4537   |
| * John                      | Weeber            | 4750 South 48th Street Suite 109            | Phoenix        | AZ    | 85040    | (480) 586-2949   |
| Dan and Nicolette Rudolph   | Joseph Omobogie   | 4241A West Thunderbird Road                 | Phoenix        | AZ    | 85053    | (602) 935-3542   |
| Paulo                       | Fernandez         | TBD                                         | Phoenix        | AZ    | TBD      | (619) 727-1475   |
| Charlotte and Britt         | Reed              | TBD                                         | Phoenix        | AZ    | TBD      | (602) 622-2931   |
| Chad and Wendy              | Nelson            | 7850 East Florentine Road                   | Prescott       | AZ    | 86314    | (928) 277-0215   |
| Caitlin Marie Lovett        | Shaun Paul Lovett | TBD                                         | Prescott       | AZ    | TBD      | (281) 381-3717   |
| * Jeffrey and Laura         | Hill              | TBD                                         | Queens Creek   | AZ    | TBD      | (954) 806-9333   |
| John                        | Weeber            | 15033 N Thompson Peak Parkway, Suite 105    | Scottsdale     | AZ    | 85260    | (480) 878-5588   |
| * John                      | Weeber            | 4032 North Scottsdale Road, #A              | Scottsdale     | AZ    | 85260    | (602) 805-4717   |
| John                        | Weeber            | TBD                                         | Scottsdale     | AZ    | TBD      | (570) 902-5561   |
| * Kathleen Ann              | Cole              | 7101 East Thunderbird Road, Suite 104       | Scottsdale     | AZ    | 85254    | (480) 908-5180   |
| * Samip Patel, Ryan Arnone, | Vincent Muskiet   | 562 South State Highway 92                  | Sierra Vista   | AZ    | 85635    | (520) 685-8373   |
| * Jeffrey and Laura         | Hill              | TBD                                         | Sun Tan Valley | AZ    | TBD      | (801) 833-3909   |
| Dan and Nicolette Rudolph   | Joseph Omobogie   | 13749 N Litchfield Road Suite 118           | Surprise       | AZ    | 85379    | (623) 584-6280   |
| * Caitlin Marie Lovett      | Shaun Paul Lovett | TBD                                         | Surprise       | AZ    | TBD      | (281) 381-3717   |
| Thomas Schmid               | Michael Kort      | TBD                                         | TBD            | AZ    | TBD      | (586) 588-5775   |
| Dan and Nicolette Rudolph   | Joseph Omobogie   | 8707 S. Priest Drive, Suite # 108           | Tempe          | AZ    | 85284    | (480) 496-4200   |
| Samip Patel                 | Huyen Bui         | TBD                                         | Tucson         | AZ    | TBD      | (816) 808-9736   |

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|---|-----------------------------|-----------------|--------------------------------------|------------------|-------|----------|------------------|
| * | Samip Patel                 | Huyen Bui       | 3200 East Valencia Road              | Tucson           | AZ    | 85706    | (520) 903-4888   |
|   | Samip Patel                 | Huyen Bui       | 7040 East Broadway Boulevard         | Tucson           | AZ    | 85710    | (520) 771-9810   |
|   | Samip Patel                 | Huyen Bui       | TBD                                  | Tucson           | AZ    | TBD      | (520) 903-4888   |
| * | Samip Patel, Ryan Arnone,   | Vincent Muskiet | TBD                                  | Tucson           | AZ    | TBD      | (816) 982-5699   |
| * | Samip Patel, Ryan Arnone,   | Vincent Muskiet | TBD                                  | Tucson           | AZ    | TBD      | (816) 808-9736   |
| * | Samip Patel                 | Huyen Bui       | 4676 East Grant Road                 | Tucson           | AZ    | 85712    | (520) 372-7198   |
| * | Samip Patel, Ryan Arnone,   | Vincent Muskiet | TBD                                  | Tucson           | AZ    | TBD      | (816) 808-9736   |
| * | Samip Patel                 | Huyen Bui       | TBD                                  | Tucson           | AZ    | TBD      | (816) 808-9736   |
|   | Samip Patel                 | Huyen Bui       | 10230 Old Vail Road                  | Tucson           | AZ    | 85747    | (520) 344-7739   |
| * | Stephen and Allison         | Palmieri        | TBD                                  | Yuma             | AZ    | TBD      | (928) 846-6169   |
| * | Bobby                       | Kang            | 9480 Talbert Avenue                  | Fountain Valley  | CA    | 92708    | (714) 375-0018   |
|   | Bobby                       | Kang            | 12799 E. Foothill Boulevard, Suite A | Rancho Cucamonga | CA    | 91739    | (909) 899-0708   |
|   | Jaymik and Prince           | Patel           | 5830 Independence Street, Suite 100  | Arvada           | CO    | 80002    | (303) 403-9888   |
|   | Jaymik and Prince           | Patel           | 291 Flatiron Crossing Drive          | Broomfield       | CO    | 80021    | (303) 993-2701   |
|   | Jaymik and Prince           | Patel           | 9615-D E. County Line Rd             | Centennial       | CO    | 80112    | (303) 799-4133   |
|   | Jaymik and Prince           | Patel           | 7895 Silicon Height                  | Colorado Springs | CO    | 80939    | (719) 358-7619   |
|   | Jaymik and Prince           | Patel           | 7587 N Academy Boulevard             | Colorado Springs | CO    | 80920    | (719) 896-4104   |
|   | Jaymik and Prince           | Patel           | 4486 Peoria Street                   | Denver           | CO    | 80239    | (720) 328-1690   |
|   | Jaymik and Prince           | Patel           | 575 Lincoln Street, Unit D           | Denver           | CO    | 80203    | (303) 593-2462   |
|   | Sandhya                     | Harikrishnan    | 700 South College Avenue             | Fort Collins     | CO    | 80524    | (970) 825-5111   |
|   | Alejandro and Eduardo Ramos | Corina Groeger  | TBD                                  | Fruita           | CO    | TBD      | (616) 490-9304   |
| * | Alejandro and Eduardo Ramos | Corina Groeger  | 2536 Rimrock Avenue, #500            | Grand Junction   | CO    | 81505    | (970) 424-0405   |
| * | Alejandro Ramos             | Corina Groeger  | TBD                                  | Grand Junction   | CO    | TBD      | (616) 648-0445   |
|   | Susan and Timothy           | Nats            | 1485 Park Central Drive              | Highlands Ranch  | CO    | 80129    | (303) 470-0746   |
|   | Jaymik and Prince           | Patel           | 548 W South Boulder Rd               | Lafayette        | CO    | 80026    | (303) 997-7385   |

|   | FIRST NAME                                    | LAST NAME                         | STORE ADDRESS                       | CITY          | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|-----------------------------------------------|-----------------------------------|-------------------------------------|---------------|-------|----------|------------------|
| * | Alejandro Ramos                               | Corina Groeger                    | TBD                                 | Montrose      | CO    | TBD      | (616) 648-0445   |
|   | Tyrone                                        | Baxter                            | 565 US Highway 50 West, Suite C     | Pueblo        | CO    | 81008    | (719) 299-4431   |
|   | Jaymik and Prince                             | Patel                             | 570 East 144th Avenue               | Thornton      | CO    | 80023    | (720) 600-0363   |
|   | Jaymik and Prince                             | Patel                             | 7303 Federal Boulevard, Suite 300   | Westminster   | CO    | 80030    | (303) 429-0495   |
|   | Jaymik and Prince                             | Patel                             | 3753 Wadsworth Boulevard, Suite 115 | Wheat Ridge   | CO    | 80033    | (303) 403-0333   |
| * | Hiren                                         | Patel                             | TBD                                 | Fairfield     | CT    | TBD      | (973) 342-1421   |
| * | Sanaa Abdel-Qader, Alaa and Abdallah Alsaqri, | Husam and Mohamad Alramahi, and   | TBD                                 | Glastonbury   | CT    | TBD      | (860) 997-2355   |
| * | Hiren                                         | Patel                             | TBD                                 | Greenwich     | CT    | TBD      | (973) 342-1421   |
| * | Hiren Patel, Satyen Shah                      | Komal Kalariya, Setu Kalaria      | 1590 Boston Post Road               | Milford       | CT    | 06460    | (203) 283-9101   |
|   | Hiren Patel, Satyen Shah                      | Komal Kalariya, Setu Kalaria      | 15 Dixwell Avenue                   | New Haven     | CT    | 06511    | (203) 691-5428   |
|   | Abdallah Alsaqri                              | Sanna Abdel-Qader                 | 12-C Fenn Road                      | Newington     | CT    | 06111    | (860) 436-5272   |
| * | Hiren                                         | Patel                             | TBD                                 | Norwalk       | CT    | TBD      | (973) 342-1421   |
|   | Mukesh and Bhagirath                          | Patel                             | TBD                                 | Rocky Hill    | CT    | TBD      | (860) 913-8545   |
| * | Hiren                                         | Patel                             | TBD                                 | Shelton       | CT    | TBD      | (973) 342-1421   |
| * | Savan Patel, Rishi Bhut,                      | Vraj Desai and Siddharth Lillaney | TBD                                 | South Windsor | CT    | TBD      | (860) 948-0153   |
| * | Sanaa Abdel-Qader, Alaa and Abdallah Alsaqri, | Husam and Mohamad Alramahi, and   | TBD                                 | Southington   | CT    | TBD      | (860) 794-9479   |
| * | Hiren                                         | Patel                             | TBD                                 | Stamford      | CT    | TBD      | (973) 342-1421   |
| * | Hiren                                         | Patel                             | TBD                                 | Stratford     | CT    | TBD      | (973) 342-1421   |
| * | Savan Patel, Rishi Bhut,                      | Vraj Desai and Siddharth Lillaney | TBD                                 | West Hartford | CT    | TBD      | (860) 301-0354   |
| * | Hiren                                         | Patel                             | TBD                                 | Westport      | CT    | TBD      | (973) 342-1421   |
|   | 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   |

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|-------------------------------------|-------------------------------|-----------------------------------|-------------------|-------|----------|------------------|
| 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   |
| Albertyna "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    | TBD      | (703) 867-1312   |
| Toya Evans, Chanel Grant            | Lauren Williamson             | 2C353 2004 Concessions, Pentagon  | Washington        | DC    | 20310    | (703) 981-8763   |
| Kennith and Antoinette              | Bailey                        | TBD                               | Washington        | DC    | TBD      | (301) 641-2280   |
| * Oubab                             | Khalil                        | TBD                               | Washington        | DC    | TBD      | (214) 519-4646   |
| * Oubab                             | Khalil                        | TBD                               | Washington        | DC    | TBD      | (214) 519-4646   |
| * Oubab                             | Khalil                        | TBD                               | Washington        | DC    | TBD      | (214) 519-4646   |
| Jigna Kalpesh                       | Patel                         | TBD                               | Bear              | DE    | TBD      | (302) 897-7464   |
| Anik and Rutica                     | Patel                         | 370 Walmart Drive Suite 3         | Camden            | DE    | 19934    | (302) 538-7423   |
| Jigna Kalpesh Patel                 | Kalpesh Patel                 | 1225 North Dupont Highway Suite E | Dover             | DE    | 19901    | (302) 385-0000   |
| * Jigna Kalpesh                     | Patel                         | TBD                               | Middleton         | DE    | TBD      | (302) 897-7464   |
| Mahmoud                             | Al Hamad                      | TBD                               | Middletown        | DE    | TBD      | (443) 365-7733   |
| * Dhruv, Rutica and Anik            | Patel                         | TBD                               | Milford           | DE    | TBD      | (253) 623-8663   |
| * Dhruv, Rutica and Anik            | Patel                         | TBD                               | Millsboro         | DE    | TBD      | (253) 623-8663   |
| Dennis                              | Norris                        | 3252 Fashion Center Boulevard     | Newark            | DE    | 19702    | (302) 570-7109   |
| Martin, Adrienne, and Kandice Lewis | Lesie Lindsey                 | 230 E. Main Street, Suite 622     | Newark            | DE    | 19709    | (302) 266-4121   |
| Jigna Kalpesh                       | Komalben Patel                | 4742 Limestone Road               | Wilmington        | DE    | 19808    | (302) 510-6109   |
| Jigna Kalpesh                       | Patel                         | 3216 Kirkwood Highway             | Wilmington        | DE    | 19808    | (302) 407-6639   |
| Jigna Kalpesh                       | Patel                         | TBD                               | Wilmington        | DE    | TBD      | (302) 897-7464   |
| Dennis                              | Norris                        | 824 North Market Street Suite 104 | Wilmington        | DE    | 19801    | (302) 842-2164   |
| Dhairya and Lokita                  | Chaudhari                     | TBD                               | Alachua           | FL    | TBD      | (352) 246-9545   |
| Arman                               | Marukyan                      | 851 South State Road 434          | Altamonte Springs | FL    | 32714    | (407) 294-0098   |

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|-------------------------------|---------------------------|-------------------------------------|----------------|-------|----------|------------------|
| Tyrone                        | Blockton                  | 7054 Waterset Boulevard             | Apollo Beach   | FL    | 33572    | (813) 723-4310   |
| Raymond "Ray" Sussek          | Richard "Rick" Pettingill | 3030 E. Semoran Boulevard           | Apopka         | FL    | 32703    | (407) 755-1112   |
| Dhairya                       | Chaudhari                 | TBD                                 | Archer         | FL    | TBD      | (352) 246-9545   |
| Anupam                        | Patel                     | TBD                                 | Auburndale     | FL    | TBD      | (219) 299-4605   |
| Phong Thai                    | Ho                        | 5072 Annunciation Circle, Suite 101 | Ave Maria      | FL    | 34142    | (239) 867-4492   |
| Chenzira and Howard           | Raphael                   | TBD                                 | Aventura       | FL    | TBD      | (917) 684-4640   |
| Jack                          | Cleghorn                  | 1490 North Broadway Avenue          | Bartow         | FL    | 33830    | (863) 519-9111   |
| * Matthew and Robert          | Tanner                    | 119 West Palmetto Park Road         | Boca Raton     | FL    | 33432    | (561) 990-7175   |
| Debra and Roy                 | Crombie                   | 17940 South Military TR             | Boca Raton     | FL    | 33496    | (561) 910-1613   |
| Cornel and Delrose            | Marriott                  | 1025 Gateway Boulevard #305         | Boynton Beach  | FL    | 33426    | (561) 733-0059   |
| Marianna and Andrea           | Tenorio                   | 6645 W. Boynton Beach Boulevard     | Boynton Beach  | FL    | 33437    | (561) 336-3031   |
| Nancy and David               | Chapman                   | 512 E Woolbright Road               | Boynton Beach  | FL    | 33435    | (561) 877-8495   |
| Krunal Zalavadiya             | Rajesh Harkhani           | 1007 1st St East                    | Bradenton      | FL    | 34208    | (941) 747-0505   |
| * Daniel and Matthew Beaulieu | Joseph Hudson             | 5702 SR-64 E                        | Bradenton      | FL    | 34208    | (941) 201-6836   |
| * Daniel and Matthew Beaulieu | Joseph Hudson             | 13232 SR64 E                        | Bradenton      | FL    | 34212    | (941) 896-5907   |
| * Daniel and Matthew Beaulieu | Joseph Hudson             | TBD                                 | Bradenton      | FL    | TBD      | (951) 295-6989   |
| Emily                         | Harrington                | 11011 Causeway Boulevard            | Brandon        | FL    | 33511    | (813) 684-1962   |
| Tyrone                        | Blockton                  | 2330 W. Brandon Boulevard           | Brandon        | FL    | 33511    | (813) 689-6200   |
| Tyrone                        | Blockton                  | 811 E Bloomingdale Avenue           | Brandon        | FL    | 33511    | (813) 324-7429   |
| Dhairya and Vipulkumar        | Chaudhari                 | 13382 Cortez Boulevard              | Brooksville    | FL    | 34613    | (352) 600-9349   |
| Danielle and Cooper           | Curtis                    | TBD                                 | Cape Canaveral | FL    | TBD      | (407) 748-2761   |
| * Raymond                     | Howell, Jr.               | 1751 NE Pine Island Road, Unit L3   | Cape Coral     | FL    | 33909    | (239) 573-0035   |
| Andrew Howell                 | Raymond Howell Jr.        | 2139 Santa Barbara Boulevard S      | Cape Coral     | FL    | 33991    | (239) 800-5362   |
| * LeRoy and Mary              | Smith                     | 54 Riley Road                       | Celebration    | FL    | 34747    | (407) 566-8636   |
| Bradley                       | Freet                     | 27001 US 19 North                   | Clearwater     | FL    | 33761    | (727) 400-6905   |
| Ryan                          | Morrison                  | 2695 Roosevelt Boulevard            | Clearwater     | FL    | 33760    | (727) 536-1800   |

|   | FIRST NAME                | LAST NAME                     | STORE ADDRESS                           | CITY             | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|---------------------------|-------------------------------|-----------------------------------------|------------------|-------|----------|------------------|
| * | Bradley and Jean          | Freet                         | 1840 Gulf To Bay Boulevard              | Clearwater       | FL    | 33765    | (727) 474-2850   |
| * | Bradley                   | Freet                         | TBD                                     | Clearwater       | FL    | TBD      | (727) 515-0018   |
|   | Jeff Emery                | Carminc Trovato               | 1615 FL-50 Suite 300                    | Clermont         | FL    | 34711    | (352) 404-6540   |
|   | Danielle and Cooper       | Curtis                        | TBD                                     | Cocoa            | FL    | TBD      | (407) 256-2691   |
|   | Debra and Roy             | Crombie                       | 6970 N State Rd 7, Suite 103            | Coconut Creek    | FL    | 33703    | (954) 482-0866   |
|   | Fahad, Ayaz and Nawaz     | Sheikh                        | TBD                                     | Coral Gables     | FL    | TBD      | (908) 612-6832   |
| * | Cesar Batista             | Karina Batista Caballero      | 6182 West Sample Road                   | Coral Springs    | FL    | 33067    | (954) 775-0254   |
|   | Jim and Sandra            | Welzer                        | 1750 University Drive Suite 111         | Coral Springs    | FL    | 33071    | (954) 866-6414   |
|   | James Brandon             | Butler                        | 3802 S. Ferdon Boulevard, Suite C       | Crestview        | FL    | 32536    | (850) 398-6286   |
| * | LeRoy and Mary            | Smith                         | 7920 Lake Wilson Road                   | Davenport        | FL    | 33896    | (863) 420-4444   |
|   | Jim and Sandra            | Welzer                        | 5780 S University Dr #160               | Davie            | FL    | 33328    | (954) 880-0840   |
|   | Ahmed and Nesreen         | Eldeeb                        | 1500 Beville Road #702                  | Daytona Beach    | FL    | 32114    | (386) 265-1911   |
| * | Matthew and Robert        | Tanner                        | 1252 W Hillsboro Boulevard              | Deerfield Beach  | FL    | 33442    | (954) 573-7401   |
|   | Matthew and Robert        | Tanner                        | TBD                                     | Deerfield Beach  | FL    | TBD      | (717) 891-5168   |
|   | Amanda Melvin             | Jarrett Melvin III            | TBD                                     | Defuniak Springs | FL    | TBD      | (850) 376-5717   |
| * | Glen Johnson              | Nicholas "Nick" Crouch        | 2405 South Woodland Boulevard           | Deland           | FL    | 32720    | (386) 490-9096   |
| * | Glen Johnson              | Nicholas "Nick" Crouch        | TBD                                     | Deland           | FL    | TBD      | (501) 442-0089   |
| * | Jim and Sandra            | Welzer                        | 4975 West Atlantic Avenue               | Delray Beach     | FL    | 33445    | (561) 501-6285   |
| * | Robert and Matthew Tanner | Carlos Boozer and Amit Sehgal | 1724 South Federal Highway              | Delray Beach     | FL    | 33483    | (561) 270-2944   |
|   | Adam                      | Alfonso                       | 4495 Furling Lane, Suite 120            | Destin           | FL    | 32541    | (850) 460-8666   |
|   | Albert Muzaurieta         | Frank Pena                    | 2000 NW 87th Avenue, Suite #2           | Doral            | FL    | 33172    | (786) 331-3960   |
|   | Rohit                     | Patel                         | TBD                                     | Epperson         | FL    | TBD      | (813) 312-4724   |
|   | Andrew Howell             | Raymond Howell Jr.            | 10011 Estero Town Commons Pl. Unit 104A | Estero           | FL    | 33928    | (239) 992-2008   |
|   | Dhairya and Lokita        | Chaudhari                     | 5000 US Highway 17, Suite 7             | Fleming Island   | FL    | 32003    | (904) 375-0959   |
|   | Davida                    | Rolle                         | TBD                                     | Florida City     | FL    | TBD      | (305) 804-6246   |
|   | Philip                    | Houston                       | 1851 Cordova Road                       | Fort Lauderdale  | FL    | 33316    | (954) 523-2268   |

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|-------------------------------|----------------------------|------------------------------------------|-------------------|-------|----------|------------------|
| Jim and Sandra                | Welzer                     | 6339 North Andrews Avenue                | Fort Lauderdale   | FL    | 33309    | (954) 958-0440   |
| Craig                         | Dixon                      | 1609 E. Sunrise Boulevard                | Fort Lauderdale   | FL    | 33304    | (954) 541-5983   |
| Genese and Dannie             | Augustin                   | 2510 W Broward Boulevard, Suite 102      | Fort Lauderdale   | FL    | 33312    | (954) 530-0624   |
| Raymond                       | Howell, Jr.                | 9377 Six Mile Cypress Parkway, Suite 100 | Fort Myers        | FL    | 33966    | (239) 931-3100   |
| Andrew Howell                 | Raymond Howell Jr.         | 6611 Orion Drive, #101                   | Fort Myers        | FL    | 33912    | (239) 561-6220   |
| * Raymond                     | Howell, Jr.                | 1791 Boy Scout Drive #1                  | Fort Myers        | FL    | 33907    | (239) 362-0574   |
| * Raymond                     | Howell, Jr.                | 16250 Summerlin Road                     | Fort Myers        | FL    | 33908    | (239) 771-8078   |
| * Andrew Howell               | Raymond Howell Jr.         | 13111 Paul J. Doherty Parkway Suite 140  | Fort Myers        | FL    | 33913    | (239) 789-1210   |
| Cesar Batista                 | Karina Batista Caballero   | 5212-A Okeechobee Road                   | Fort Pierce       | FL    | 34947    | (772) 429-1944   |
| Cesar Batista                 | Karina Batista Caballero   | 3211 South US Highway 1                  | Fort Pierce       | FL    | 34982    | (772) 448-8709   |
| Dhairya and Lokita            | Chaudhari                  | 415 C Mary Esther Boulevard, Unit C      | Fort Walton Beach | FL    | 32548    | (850) 244-3688   |
| James Brandon                 | Butler                     | 206 Northwest Racetrack Road             | Fort Walton Beach | FL    | 32547    | (850) 864-4991   |
| * Raymond                     | Howell, Jr.                | 11841 Palm Beach Boulevard               | Ft. Myers         | FL    | 33905    | (239) 237-2513   |
| * Daniel and Matthew Beaulieu | Joseph Hudson              | TBD                                      | Ft. Myers-Naples  | FL    | TBD      | (619) 200-1060   |
| * Daniel and Matthew Beaulieu | Joseph Hudson              | TBD                                      | Ft. Myers-Naples  | FL    | TBD      | (951) 295-6989   |
| Dhairya and Vipulkumar        | Chaudhari                  | 3345 SW 34 Street Suite 5                | Gainesville       | FL    | 32608    | (352) 379-9988   |
| Dhairya and Vipulkumar        | Chaudhari                  | 4125 NW 16th Boulevard                   | Gainesville       | FL    | 32605    | (352) 363-6227   |
| Dhairya and Vipulkumar        | Chaudhari                  | 2651 NW 13th Street, Suite 20            | Gainesville       | FL    | 32609    | (352) 451-4589   |
| James Brandon                 | Butler                     | 211 Gulf Breeze Parkway                  | Gulf Breeze       | FL    | 32561    | (850) 733-9757   |
| Terence                       | Cheatom                    | TBD                                      | Haines City       | FL    | TBD      | (863) 852-6411   |
| 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   |

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|--------------------|----------------------------|---------------------------------------|----------------------|-------|----------|------------------|
| Josiane Noguiera   | Mara Elena Mellado Lagarde | 3645 West 84th Street, Suite 3        | Hialeah Gardens      | FL    | 33018    | (786) 809-3850   |
| Jennifer           | Sexton-Judy                | 3320 US Highway 19                    | Holiday              | FL    | 34691    | (727) 645-8041   |
| Jim and Sandra     | Welzer                     | TBD                                   | Hollywood            | FL    | TBD      | (954) 805-5073   |
| Davida             | Rolle                      | TBD                                   | Homestead            | FL    | TBD      | (305) 804-6246   |
| Dhairya and Lokita | Chaudhari                  | TBD                                   | Homosassa Springs    | FL    | TBD      | (352) 246-9545   |
| 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     | 10111 San Jose Boulevard              | Jacksonville         | FL    | 32257    | (904) 880-5161   |
| 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   |
| Glen Johnson       | Nicholas "Nick" Crouch     | 11900 Atlantic Boulevard Suite 228    | Jacksonville         | FL    | 32225    | (904) 564-4784   |
| Jim Mabry          | Clark Bailey               | 104 Bartram Oaks Walk, Suite 106      | Jacksonville         | FL    | 32259    | (904) 230-6360   |
| Glen Johnson       | Nicholas "Nick" Crouch     | 7159 Phillips Highway, Unit #5        | Jacksonville         | FL    | 32256    | (904) 332-9555   |
| Glen Johnson       | Nicholas "Nick" Crouch     | 8221 Southside Boulevard              | Jacksonville         | FL    | 32256    | (904) 646-9727   |
| Glen Johnson       | Nicholas "Nick" Crouch     | 9610 Applecross Road, Suite 110       | Jacksonville         | FL    | 32222    | (904) 777-8216   |
| Mark               | Steele                     | 4765 Hodges Boulevard Suite 20        | Jacksonville         | FL    | 32224    | (904) 503-2682   |
| Glen Johnson       | Nicholas "Nick" Crouch     | 13159 City Center Boulevard           | Jacksonville         | FL    | 32218    | (904) 379-6826   |
| Glen Johnson       | Nicholas "Nick" Crouch     | 5895 Roosevelt                        | Jacksonville         | FL    | 32244    | (904) 379-4480   |
| Glen Johnson       | Nicholas "Nick" Crouch     | 13280 Old St. Augustine Road          | Jacksonville         | FL    | 32258    | (904) 337-1648   |
| Glen Johnson       | Nicholas "Nick" Crouch     | 5821 Beach Boulevard                  | Jacksonville         | FL    | 32207    | (904) 530-3753   |

|   | FIRST NAME                           | LAST NAME                  | STORE ADDRESS                         | CITY               | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|--------------------------------------|----------------------------|---------------------------------------|--------------------|-------|----------|------------------|
|   | Glen Johnson                         | Nicholas "Nick" Crouch     | 10618 Deerwood Park Boulevard Suite 8 | Jacksonville       | FL    | 32256    | (904) 506-0699   |
| * | Glen Johnson                         | Nicholas "Nick" Crouch     | TBD                                   | Jacksonville       | FL    | TBD      | (501) 442-0089   |
| * | Glen Johnson                         | Nicholas "Nick" Crouch     | 1290 Dunn Avenue                      | Jacksonville       | FL    | 32218    | (904) 373-7701   |
|   | Mark                                 | Steele                     | 1230 Beach Boulevard                  | Jacksonville Beach | FL    | 32250    | (904) 242-4940   |
|   | Amber                                | Schraier                   | 3174 Federal Highway                  | Jensen Beach       | FL    | 34957    | (772) 232-9010   |
|   | Cesar Batista                        | Karina Batista Caballero   | 6671 W. Indianatown Rd Suite 52       | Jupiter            | FL    | 33458    | (561) 748-4457   |
|   | Aaron Toutloian                      | Amber Schraier             | 5440 Military Trail, Suite #5         | Jupiter            | FL    | 33458    | (561) 624-8775   |
|   | Josiane Nogueira                     | Mara Elena Mellado Lagarde | TBD                                   | Kendale Lakes      | FL    | TBD      | (857) 272-3465   |
|   | Yolanda                              | Montoya                    | 2677 W. Osceola Parkway               | Kissimmee          | FL    | 34741    | (407) 201-3982   |
|   | Yolanda                              | Montoya                    | 3222 Rolling Oaks Boulevard           | Kissimmee          | FL    | 34747    | (407) 507-1537   |
|   | Yusmary                              | Piotrowski                 | 4344 Pleasant Hill Road               | Kissimmee          | FL    | 34746    | (407) 201-5033   |
| * | Glen Johnson                         | Nicholas "Nick" Crouch     | 13721 US-441                          | Lady Lake          | FL    | 32159    | (352) 765-9550   |
|   | Glen Johnson                         | Nicholas "Nick" Crouch     | 2786 W US Highway 90, Suite 101       | Lake City          | FL    | 32055    | (386) 344-6978   |
|   | Andrew Howell                        | Raymond Howell Jr.         | 3785 Lake Emma Road                   | Lake Mary          | FL    | 32746    | (407) 942-0050   |
|   | Robert, Brittany and Michele Parsons | Brian Sakovits             | TBD                                   | Lake Nona          | FL    | TBD      | (321) 436-0810   |
|   | Bhrijesh                             | Patel                      | 5970 Jog Road, Suite D                | Lake Worth         | FL    | 33467    | (561) 429-3327   |
|   | Cesar Batista                        | Karina Batista Caballero   | 4270 North Highway 98                 | Lakeland           | FL    | 33809    | (863) 859-5116   |
|   | Jack                                 | Cleghorn                   | 225 South Florida Avenue              | Lakeland           | FL    | 33801    | (863) 686-9474   |
|   | Jack                                 | Cleghorn                   | TBD                                   | Lakeland           | FL    | TBD      | (863) 559-3646   |
|   | Joe and Juliette                     | Mormino                    | 1001 West Bay Drive, Unit 102         | Largo              | FL    | 33770    | (727) 216-3329   |
| * | Cesar Batista                        | Karina Batista Caballero   | 5409 N University Drive               | Lauderhill         | FL    | 33351    | (954) 530-4612   |
|   | Raymond                              | Howell, Jr.                | TBD                                   | Lee County         | FL    | TBD      | (804) 815-6718   |

| FIRST NAME              | LAST NAME                | STORE ADDRESS                                                 | CITY           | STATE | ZIP CODE | TELEPHONE NUMBER |
|-------------------------|--------------------------|---------------------------------------------------------------|----------------|-------|----------|------------------|
| Wendy and Caleb         | Barriger                 | TBD                                                           | Leesburg       | FL    | TBD      | (904) 509-2165   |
| James "Jim" and Joretta | Spafford                 | 15673 Southern Boulevard #B 103-104                           | Loxahatchee    | FL    | 33470    | (561) 657-8480   |
| * Bradley               | Freet                    | 23673 State Road 54                                           | Lutz           | FL    | 33559    | (813) 575-9736   |
| Peter and Shirley       | St. Germain              | 1093 N Collier Boulevard, Unit 103                            | Marco Island   | FL    | 34145    | (239) 970-8866   |
| Cesar Batista           | Karina Batista Caballero | 1520 South Babcock Street Suite A                             | Melbourne      | FL    | 32901    | (321) 952-5575   |
| Cesar Batista           | Karina Batista Caballero | 1700 West New Haven Avenue (Melbourne Square Mall Food Court) | Melbourne      | FL    | 32904    | (321) 768-9731   |
| Aaron Toutloian         | Amber Schraier           | 3682 N. Wickham Rd. Suite E                                   | Melbourne      | FL    | 32935    | (321) 426-7704   |
| Andrew Howell           | Raymond Howell Jr.       | 2328 Citadel Way                                              | Melbourne      | FL    | 32940    | (321) 241-1140   |
| Cesar Batista           | Karina Batista Caballero | 700 E. Merritt Island Causeway                                | Merritt Island | FL    | 32952    | (321) 454-2303   |
| Marie and Brien         | Shellen                  | 13550 SW 120th Street #452                                    | Miami          | FL    | 33186    | (305) 251-7570   |
| Giancarlo and Fernando  | Capote                   | 11290 SW 12th Street, RC 101 (FIU)                            | Miami          | FL    | 33199    | (305) 348-7534   |
| Marie and Brien         | Shellen                  | 8565 Coral Way Suite 101                                      | Miami          | FL    | 33155    | (786) 391-3900   |
| * Jim and Sandra        | Welzer                   | TBD                                                           | Miami          | FL    | TBD      | (305) 766-0207   |
| * Jim and Sandra        | Welzer                   | TBD                                                           | Miami          | FL    | TBD      | (305) 766-0207   |
| Chenzira and Howard     | Raphael                  | 5600 Blue Lagoon Drive Suite 5                                | Miami          | FL    | 33126    | (305) 456-1532   |
| Faustino                | Lopez                    | TBD                                                           | Miami          | FL    | TBD      | (786) 487-1356   |
| Genese and Dannie       | Augustin                 | TBD                                                           | Miami          | FL    | TBD      | (409) 960-9138   |
| Genese and Dannie       | Augustin                 | TBD                                                           | Miami          | FL    | TBD      | (409) 960-9138   |
| Genese and Dannie       | Augustin                 | TBD                                                           | Miami          | FL    | TBD      | (409) 960-9138   |
| Fahad, Ayaz and Nawaz   | Sheikh                   | TBD                                                           | Miami Beach    | FL    | TBD      | (908) 487-4437   |
| Ronald Liebman          | LaShonne McBayne         | 19401 NW 27th Avenue Suite 401                                | Miami Gardens  | FL    | 33056    | (305) 627-3747   |
| Chenzira and Howard     | Raphael                  | TBD                                                           | Miami Shores   | FL    | TBD      | (917) 684-4640   |
| Glen Johnson            | Nicholas "Nick" Crouch   | 1782 Blanding Boulevard, Suite 11                             | Middleburg     | FL    | 32068    | (904) 282-8777   |
| Jasmine Ara             | Shahjada Iqbal           | TBD                                                           | Millenia Mall  | FL    | TBD      | (407) 520-9243   |

| FIRST NAME                  | LAST NAME              | STORE ADDRESS                      | CITY              | STATE | ZIP CODE | TELEPHONE NUMBER |
|-----------------------------|------------------------|------------------------------------|-------------------|-------|----------|------------------|
| Amanda Melvin               | Jarrett Melvin III     | TBD                                | Milton            | FL    | TBD      | (850) 376-5717   |
| Kelven and Gayla Davis      | Jerrell Lowery         | 3232 State Road 44                 | Mt. Dora          | FL    | 32757    | (352) 729-6292   |
| Daniel and Matthew Beaulieu | Joseph Hudson          | 5016 Airport Pulling Rd. N.        | Naples            | FL    | 34105    | (239) 262-3600   |
| Thomas and Lana             | Hudson                 | 570 Ninth Street North             | Naples            | FL    | 34102    | (239) 793-5700   |
| Daniel and Matthew Beaulieu | Joseph Hudson          | 13585 Tamiami Trail North Unit #19 | Naples            | FL    | 34110    | (239) 591-2241   |
| Amy                         | Reynolds               | 8855 Immokalee Road #1             | Naples            | FL    | 34120    | (239) 331-7445   |
| Daniel and Matthew Beaulieu | Joseph Hudson          | 7335 Radio Road, Suite 2           | Naples            | FL    | 34104    | (239) 354-3333   |
| Daniel and Matthew Beaulieu | Joseph Hudson          | 4060 Pine Ridge Road               | Naples            | FL    | 34119    | (239) 331-7000   |
| Daniel and Matthew Beaulieu | Joseph Hudson          | 7723 Collier Boulevard Suite 301   | Naples            | FL    | 34113    | (239) 228-6895   |
| James Brandon               | Butler                 | 8646 Navarre Parkway               | Navarre           | FL    | 32566    | (850) 936-1320   |
| Dhairya                     | Chaudhari              | TBD                                | New Port Richey   | FL    | TBD      | (352) 246-9545   |
| * Glen Johnson              | Nicholas "Nick" Crouch | TBD                                | New Smyrna        | FL    | TBD      | (501) 442-0089   |
| * Glen Johnson              | Nicholas "Nick" Crouch | TBD                                | New Smyrna        | FL    | TBD      | (501) 442-0089   |
| James Brandon               | Butler                 | 703 John Sims Parkway              | Niceville         | FL    | 32578    | (850) 729-8060   |
| Genese and Dannie           | Augustin               | 14500 Biscayne Boulevard           | North Miami Beach | FL    | 33181    | (305) 749-6676   |
| * Bradley                   | Freet                  | 17419 Tamiami Trail                | North Point       | FL    | 34287    | (941) 423-9472   |
| * Glen Johnson              | Nicholas "Nick" Crouch | TBD                                | Ocala             | FL    | TBD      | (501) 442-0089   |
| * Glen Johnson              | Nicholas "Nick" Crouch | 2505 SW College Road, Suite 101    | Ocala             | FL    | 34471    | (352) 282-0929   |
| Jeff Emery                  | Carmine Trovato        | 11050 West Colonial Drive Suite 50 | Ocoee             | FL    | 34761    | (407) 554-1000   |
| Carmine Trovato             | Jeff Emery             | TBD                                | Ocoee             | FL    | TBD      | (814) 242-5798   |
| * Bradley and Jean          | Freet                  | 12359 SR54                         | Odessa            | FL    | 33556    | (727) 476-7435   |

|   | FIRST NAME                   | LAST NAME              | STORE ADDRESS                       | CITY          | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|------------------------------|------------------------|-------------------------------------|---------------|-------|----------|------------------|
| * | Glen Johnson                 | Nicholas "Nick" Crouch | TBD                                 | Orange County | FL    | TBD      | (501) 442-0089   |
|   | Glen Johnson                 | Nicholas "Nick" Crouch | 266 Blanding Boulevard Suite 2      | Orange Park   | FL    | 32073    | (904) 644-7353   |
|   | Andrew Howell                | Raymond Howell Jr.     | 3402 Technological Avenue #112      | Orlando       | FL    | 32817    | (407) 776-8074   |
|   | Levon and Hovnan             | Movsisyan              | 7561 West Sandlake Rd               | Orlando       | FL    | 32819    | (407) 248-0707   |
|   | Jason                        | Vega                   | 4960 E. Colonial Drive              | Orlando       | FL    | 32803    | (407) 897-8585   |
|   | Alfredo                      | Manzano                | 63 West Washington Street           | Orlando       | FL    | 32801    | (407) 839-0830   |
|   | Andrew Howell                | Raymond Howell Jr.     | 12201 Research Parkway #199         | Orlando       | FL    | 32826    | (407) 601-4220   |
|   | Andrew Howell                | Raymond Howell Jr.     | 2104 Edgewater Drive                | Orlando       | FL    | 32804    | (407) 422-1112   |
|   | Andrew Howell                | Raymond Howell Jr.     | 3120 S. Kirkman Road, Suite 5E      | Orlando       | FL    | 32811    | (407) 601-7982   |
|   | Michele, Robert and Brittany | Parsons                | 12278 Narcoossee Road Suite 102     | Orlando       | FL    | 32832    | (407) 203-8721   |
|   | Anna, Esteban and Jacqueline | Perez                  | 8600 Vineland Avenue, Suite 103     | Orlando       | FL    | 32821    | (321) 395-4106   |
| * | Glen Johnson                 | Nicholas "Nick" Crouch | TBD                                 | Orlando       | FL    | TBD      | (573) 489-9890   |
| * | 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   |
|   | Jasmin Foster                | Patrick Foster Jr.     | TBD                                 | Orlando       | FL    | TBD      | (727) 452-5414   |
|   | Raymond Howell, Jr.          | Andrew Howell          | TBD                                 | Orlando       | FL    | TBD      | (804) 815-6718   |
|   | Raymond Howell, Jr.          | Andrew Howell          | TBD                                 | Orlando       | FL    | TBD      | (804) 815-6718   |
|   | Raymond Howell, Jr.          | Andrew Howell          | TBD                                 | Orlando       | FL    | TBD      | (804) 815-1095   |
|   | Raymond Howell, Jr.          | Andrew Howell          | TBD                                 | Orlando       | FL    | TBD      | (804) 815-6718   |
|   | Zuhdi                        | Abduljawad             | 3020 Lambertson Boulevard Suite 109 | Orlando       | FL    | 32825    | (407) 271-8769   |
|   | Dimarie Colon, Hamza Bdair   | Muhib Almkahal         | TBD                                 | Orlando       | FL    | TBD      | (941) 726-4553   |
|   | Shahjada Iqbal               | Jasmine Ara            | 5328 Central Florida Parkway        | Orlando       | FL    | 32821    | (407) 315-9941   |

| FIRST NAME                 | LAST NAME                | STORE ADDRESS                             | CITY               | STATE | ZIP CODE | TELEPHONE NUMBER |
|----------------------------|--------------------------|-------------------------------------------|--------------------|-------|----------|------------------|
| Dimarie Colon, Hamza Bdair | Muhib Almkahal           | TBD                                       | Orlando            | FL    | TBD      | 4476232800040    |
| Zuhdi                      | Abduljawad               | TBD                                       | Orlando            | FL    | TBD      | (321) 263-1261   |
| Zuhdi                      | Abduljawad               | TBD                                       | Orlando            | FL    | TBD      | (321) 263-1261   |
| Nesreen                    | Eldeeb                   | 1474 W. Granada Boulevard, Suite 490      | Ormond Beach       | FL    | 32174    | (386) 256-3232   |
| Matthew, Lance and Amy     | Hemmer                   | TBD                                       | Ormond Beach       | FL    | TBD      | (904) 891-7324   |
| Ahmed Eldeeb               | Elsayed Elzanfali        | 8155 Red Bug Lake Rd Suite 109            | Oviedo             | FL    | 32765    | (407) 971-9494   |
| Ahmed Eldeeb               | Elsayed Elzanfali        | 45 West Mitchell Hammock Road, Suite 1351 | Oviedo             | FL    | 32765    | (407) 542-3078   |
| Amanda Melvin              | Jarrett Melvin III       | TBD                                       | Pace               | FL    | TBD      | (850) 376-5717   |
| Cesar Batista              | Karina Batista Caballero | 4700 Babcock Street Suite 9               | Palm Bay           | FL    | 32905    | (321) 725-6535   |
| Cesar Batista              | Karina Batista Caballero | 4276 Northlake Boulevard                  | Palm Beach Gardens | FL    | 33410    | (561) 624-4513   |
| Cesar Batista              | Karina Batista Caballero | 2508 PGA Boulevard                        | Palm Beach Gardens | FL    | 33410    | (561) 626-0412   |
| Joseph and Dawn            | Rogers                   | 3083 SW Martin Downs Boulevard            | Palm City          | FL    | 34990    | (772) 223-8856   |
| Joyce Braider              | Nicholas Mellini         | 5234 Highway 100 E. Suite #107            | Palm Coast         | FL    | 32164    | (386) 586-0085   |
| Glen Johnson               | Nicholas "Nick" Crouch   | 250 Palm Coast Parkway NE Suite 203       | Palm Coast         | FL    | 32137    | (386) 283-4811   |
| Issa                       | Abuaita                  | TBD                                       | Palm Harbor        | FL    | TBD      | (305) 342-5150   |
| Dhairya and Lokita         | Chaudhari                | 652 West 23rd Street                      | Panama City        | FL    | 32405    | (850) 913-9336   |
| Dhairya and Lokita         | Chaudhari                | 11260 Panama City Beach Parkway, Unit 101 | Panama City Beach  | FL    | 32407    | (850) 588-8470   |
| * Jim and Sandra           | Welzer                   | 16024 Pines Boulevard #103                | Pembroke Pines     | FL    | 33027    | (954) 237-8947   |
| James Brandon              | Butler                   | 5147 Bayou Boulevard, Suite C             | Pensacola          | FL    | 32503    | (850) 332-6601   |
| Bradley and Jean           | Freet                    | 6400 Park Boulevard                       | Pinellas           | FL    | 33781    | (727) 803-6942   |
| Rajesh                     | Jariwala                 | TBD                                       | Plant City         | FL    | TBD      | (540) 797-5732   |
| Jim and Sandra             | Welzer                   | 1013 University Drive                     | Plantation         | FL    | 33324    | (954) 870-5375   |
| Jim and Sandra             | Welzer                   | 1700 North East 23rd Street               | Pompano Beach      | FL    | 33062    | (954) 933-3928   |

| FIRST NAME                    | LAST NAME                 | STORE ADDRESS                               | CITY              | STATE | ZIP CODE | TELEPHONE NUMBER |
|-------------------------------|---------------------------|---------------------------------------------|-------------------|-------|----------|------------------|
| Jim                           | Mabry                     | 830 N A1A, Suite 1                          | Ponte Vedra Beach | FL    | 32082    | (904) 280-4044   |
| * Daniel and Matthew Beaulieu | Joseph Hudson             | 24065 Peachland Boulevard, Suite 1          | Port Charlotte    | FL    | 33954    | (941) 421-7215   |
| Ahmed                         | Eldeeb                    | 1781 Dunlawton Avenue Suite 1               | Port Orange       | FL    | 31227    | (386) 301-4225   |
| Amber                         | Schraier                  | 9182 S. Federal Highway                     | Port Saint Lucie  | FL    | 34952    | (772) 380-9494   |
| Alexander Daye                | Jared Pasquarelli         | 314 Port St. Lucie Boulevard                | Port Saint Lucie  | FL    | 34984    | (772) 878-0092   |
| Cesar Batista                 | Karina Batista Caballero  | 10628 SW Village Parkway                    | Port Saint Lucie  | FL    | 34987    | (772) 344-6960   |
| Brenda Sutherland             | Sara Arruda               | 1707 NW St. Lucie West Boulevard, Suite 122 | Port Saint Lucie  | FL    | 34986    | (772) 621-4504   |
| Cesar Batista                 | Karina Batista Caballero  | 6632 S. Federal Highway                     | Port Saint Lucie  | FL    | 34952    | (772) 409-4100   |
| LeRoy and Mary                | Smith                     | TBD                                         | Reunion           | FL    | TBD      | (407) 227-3758   |
| Steven                        | Rolle                     | 11345 US-301 Suite 101                      | Riverview         | FL    | 33578    | (813) 605-0018   |
| Cesar Batista                 | Karina Batista Caballero  | 602 Barnes Boulevard                        | Rockledge         | FL    | 32955    | (321) 305-4910   |
| Amber                         | Schraier                  | 10229 Okeechobee Boulevard                  | Royal Palm Beach  | FL    | 33411    | (561) 792-2886   |
| Amitbhai "Amit"               | Patel                     | 112 Seagrove Main Street, Suite 114         | Saint Augustine   | FL    | 32080    | (904) 461-9090   |
| Glen Johnson                  | Nicholas "Nick" Crouch    | 124 Tuscan Way Suite 101                    | Saint Augustine   | FL    | 32092    | (904) 342-7133   |
| Amitbhai "Amit"               | Patel                     | 4255 US Highway 1 South, Suite #20          | Saint Augustine   | FL    | 32086    | (904) 907-2164   |
| * Glen Johnson                | Nicholas "Nick" Crouch    | 45 Durbin Pavilion Drive, Suite 108         | Saint John's      | FL    | 32259    | (904) 217-3784   |
| Bradley                       | Freet                     | 2137 66th Street North                      | Saint Petersburg  | FL    | 33710    | (727) 821-3100   |
| Bradley                       | Freet                     | 1201 4th Street N.                          | Saint Petersburg  | FL    | 33701    | (727) 821-3100   |
| Raymond "Ray" Sussek          | Richard "Rick" Pettingill | 3715 S. Orlando Drive, Suite 400            | Sanford           | FL    | 32773    | (407) 732-6000   |
| Sanford, Ronald and Suzanne   | Falkowitz                 | 1900 Main Street, Suite 102                 | Sarasota          | FL    | 34236    | (941) 365-4999   |

|   | FIRST NAME                         | LAST NAME              | STORE ADDRESS                       | CITY           | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|------------------------------------|------------------------|-------------------------------------|----------------|-------|----------|------------------|
| * | Bradley                            | Freet                  | 8605 Tamiami Trail #1               | Sarasota       | FL    | 34238    | (941) 220-3402   |
| * | Bradley                            | Freet                  | 5394 Fruitville Road                | Sarasota       | FL    | 34232    | (941) 220-3402   |
|   | Bradley                            | Freet                  | 3406 Clark Road                     | Sarasota       | FL    | 34231    | (941) 413-7561   |
|   | Craig and Hannah                   | Campbell               | TBD                                 | Sebring        | FL    | TBD      | (863) 991-1600   |
|   | Tyrone                             | Blockton               | 4016 Highview Road                  | Seffner        | FL    | 33584    | (813) 436-0252   |
|   | Ryan                               | Morrison               | 10720 Park Boulevard                | Seminole       | FL    | 33772    | (727) 392-5400   |
|   | Joseph and Dawn                    | Rogers                 | 6134 South Federal Highway          | South Stuart   | FL    | 34997    | (772) 283-7377   |
|   | Dhairya and Lokita                 | Chaudhari              | TBD                                 | Spring Hill    | FL    | TBD      | (352) 246-9545   |
|   | Dhairya and Lokita                 | Chaudhari              | TBD                                 | Spring Hill    | FL    | TBD      | (352) 246-9545   |
|   | Dhairya and Lokita                 | Chaudhari              | TBD                                 | Spring Hill    | FL    | TBD      | (352) 246-9545   |
| * | Glen Johnson                       | Nicholas "Nick" Crouch | 2375 State Road 16                  | St. Augustine  | FL    | 32084    | (904) 736-5776   |
|   | Ryan                               | Morrison               | TBD                                 | St. Pete/Tampa | FL    | TBD      | (727) 599-7477   |
|   | Louis                              | Murphy                 | 4621 34th Street South              | St. Petersburg | FL    | 33711    | (727) 735-0252   |
|   | Bradley                            | Freet                  | 1101 34th Street North Suite A      | St. Petersburg | FL    | 33713    | (727) 623-9915   |
|   | Amber                              | Schraier               | 1989 SE Federal Highway             | Stuart         | FL    | 34994    | (772) 220-2995   |
|   | Amber                              | Schraier               | 2491 NW Federal Highway             | Stuart         | FL    | 34994    | (772) 692-8088   |
|   | Temeka and George                  | Stewart                | 3726 Sun City Center Boulevard #103 | Sun City       | FL    | 33573    | (813) 642-0623   |
|   | Genese and Dannie                  | Augustin               | 181 Northwest 136th Avenue          | Sunrise        | FL    | 33325    | (954) 530-9483   |
|   | Syed Asad and Syeda Faryal Hussain | Nargis Fatama          | 904 Thomasville Road                | Tallahassee    | FL    | 32303    | (850) 224-3600   |
|   | Sam                                | Osborne                | 1415 Timberlane Rd. Unit 319        | Tallahassee    | FL    | 32312    | (850) 894-4980   |
|   | Syeda and Syed Hussain             | Nargis Fatama          | 3111 Mahan Drive, #23               | Tallahassee    | FL    | 32308    | (850) 878-3777   |
|   | Adam                               | Pope                   | 3839 N. Monroe Street               | Tallahassee    | FL    | 32303    | (850) 562-5733   |
|   | Benny and Christa                  | Chastain               | 800 Ocala Road, Suite 330           | Tallahassee    | FL    | 32304    | (850) 576-4300   |
|   | Benny and Christa                  | Chastain               | 209 N. Magnolia Suite 1             | Tallahassee    | FL    | 32301    | (850) 412-9100   |
|   | Metz Catering FL                   | LLC                    | 1510 Wahnish Way                    | Tallahassee    | FL    | 32307    | (850) 412-7191   |
|   | Ralph                              | Judy                   | 1500 Apalachee Parkway Suite 1255   | Tallahassee    | FL    | 32301    | (850) 402-9675   |
|   | Kaushal                            | Patel                  | TBD                                 | Tallahassee    | FL    | TBD      | (850) 228-7855   |

| FIRST NAME                                 | LAST NAME                 | STORE ADDRESS                            | CITY            | STATE | ZIP CODE | TELEPHONE NUMBER |
|--------------------------------------------|---------------------------|------------------------------------------|-----------------|-------|----------|------------------|
| Tyrone                                     | Blockton                  | 200 N. Tampa Street, Suite G-120         | Tampa           | FL    | 33602    | (813) 225-1550   |
| Bhargavi Alaparthi,<br>Sridhar Allaparthi, | Uma Devi Gorrepati        | 3810 Neptune Street, Suite B4            | Tampa           | FL    | 33629    | (813) 374-2245   |
| Bharat "Bobby" and<br>Bhrugesh             | Patel                     | 6708 Memorial Highway, Suite 103         | Tampa           | FL    | 33615    | (813) 485-7100   |
| Bradley                                    | Freet                     | 14394 North Dale Mabry Highway           | Tampa           | FL    | 33618    | (813) 252-3750   |
| * Quint and Christina                      | Noordstar                 | TBD                                      | Tampa           | FL    | TBD      | (727) 458-1835   |
| * Quint and Christina                      | Noordstar                 | TBD                                      | Tampa           | FL    | TBD      | (727) 458-1835   |
| * Bradley                                  | Freet                     | 5006 East Fowler Avenue Suite E          | Tampa           | FL    | 33617    | (813) 252-3427   |
| Monika Modgal, Rishi<br>Chaturvedi         | Nirav Donga               | 2911 N Dale Mabry Highway                | Tampa           | FL    | 33607    | (786) 214-1888   |
| Bradley and Jean                           | Freet                     | 12858 W Hillsborough Avenue              | Tampa           | FL    | 33635    | (813) 336-4150   |
| * Akshay and Akash                         | Patel                     | TBD                                      | Tampa           | FL    | TBD      | (708) 265-1077   |
| * Akshay and Akash                         | Patel                     | TBD                                      | Tampa           | FL    | TBD      | (773) 934-7322   |
| Bradley                                    | Freet                     | 3108 N. Boundary Boulevard               | Tampa           | FL    | 33621    | (813) 374-4952   |
| Bradley and Jean                           | Freet                     | TBD                                      | Tampa           | FL    | TBD      | (901) 288-9636   |
| Bradley and Jean                           | Freet                     | TBD                                      | Tampa           | FL    | TBD      | (727) 515-0018   |
| Issa                                       | Abuaita                   | 40912 US Highway 19 N                    | Tarpon Springs  | FL    | 34689    | (727) 934-0001   |
| Daniel and Matthew<br>Beaulieu             | Joseph Hudson             | TBD                                      | TBD             | FL    | TBD      | (619) 200-1060   |
| * Glen Johnson                             | Nicholas "Nick"<br>Crouch | 4058 Wedgewood Lane                      | The Villages    | FL    | 32162    | (352) 218-8844   |
| Jacqueline Li                              | Thomas Chow               | 3045 Columbia Boulevard                  | Titusville      | FL    | 32780    | (321) 567-4438   |
| * Bradley                                  | Freet                     | 8477 Cooper Creek Boulevard,<br>Suite #D | University Park | FL    | 34201    | (941) 210-4644   |
| Tyrone                                     | Blockton                  | TBD                                      | Valrico         | FL    | TBD      | (757) 679-0223   |
| * Bradley                                  | Freet                     | 1695 US 41 Bypass South                  | Venice          | FL    | 34293    | (941) 837-2073   |
| Aaron Toutloian                            | Amber Schraier            | 1555 S. U.S. Highway 1, Suite 102        | Vero Beach      | FL    | 32960    | (772) 226-9988   |
| Aaron Toutloian                            | Amber Schraier            | 5135 20th Street, Suite 103              | Vero Beach      | FL    | 32966    | (772) 226-5153   |
| * Glen Johnson                             | Nicholas "Nick"<br>Crouch | TBD                                      | Villages        | FL    | TBD      | (501) 442-0089   |

| FIRST NAME                | LAST NAME                     | STORE ADDRESS                      | CITY            | STATE | ZIP CODE | TELEPHONE NUMBER |
|---------------------------|-------------------------------|------------------------------------|-----------------|-------|----------|------------------|
| Matthew and Robert Tanner | Amit Sehgal and Carlos Boozer | TBD                                | W. Palm Beach   | FL    | TBD      | (717) 542-7413   |
| Atalie and Philip         | West                          | TBD                                | Wekiwa Springs  | FL    | TBD      | (407) 590-9414   |
| Atalie and Philip         | West                          | TBD                                | Wekiwa Springs  | FL    | TBD      | (407) 590-9414   |
| Brijesh                   | Patel                         | 2803 US 441 Unit 200               | Wellington      | FL    | 33414    | (561) 249-6135   |
| Amber                     | Schraier                      | 3081 South Dixie Highway           | West Palm Beach | FL    | 33405    | (561) 247-7473   |
| Nancy and David           | Chapman                       | 6901 Okeechobee Boulevard Sutie E2 | West Palm Beach | FL    | 33411    | (561) 517-8416   |
| Nancy and David           | Chapman                       | TBD                                | West Palm Beach | FL    | TBD      | (561) 596-5366   |
| Jim and Sandra            | Welzer                        | TBD                                | Weston          | FL    | TBD      | (305) 766-0207   |
| Giancarlo and Fernando    | Capote                        | TBD                                | Westwood Lakes  | FL    | TBD      | (305) 742-9698   |
| * Glen Johnson            | Nicholas "Nick" Crouch        | 5311 Sundance Trail                | Wildwood        | FL    | 34785    | (239) 420-0440   |
| Carmine Trovato           | Jeff Emery                    | TBD                                | Windermere      | FL    | TBD      | (814) 242-5798   |
| Raymond Howell, Jr.       | Andrew Howell                 | TBD                                | Winter Garden   | FL    | TBD      | (804) 815-1095   |
| Raymond Howell, Jr.       | Andrew Howell                 | TBD                                | Winter Garden   | FL    | TBD      | (804) 815-1095   |
| Cesar Batista             | Karina Batista Caballero      | 301 West Central Avenue            | Winter Haven    | FL    | 33681    | (863) 295-7988   |
| Jack                      | Cleghorn                      | 5721 Cypress Gardens Boulevard     | Winter Haven    | FL    | 33884    | (863) 324-1919   |
| Ibrahim and Iyad          | Abufarha                      | 501 North Orlando Avenue           | Winter Park     | FL    | 32789    | (407) 637-5002   |
| Jasmin Foster             | Patrick Foster Jr.            | 1957 Aloma Avenue                  | Winter Park     | FL    | 32792    | (407) 335-4821   |
| Glen Johnson              | Nicholas "Nick" Crouch        | 463909 SR 200 Suite 6              | Yulee           | FL    | 32097    | (904) 468-7099   |
| Bradley                   | Freet                         | 7898 Gall Boulevard                | Zephyrhills     | FL    | 33541    | (813) 438-5446   |
| * Glen Johnson            | Nicholas "Nick" Crouch        | TBD                                | Albany          | GA    | TBD      | (501) 442-0089   |
| * Michael "Mike"          | Haines                        | 869 N. Main Street Suite 204       | Alpharetta      | GA    | 30004    | (678) 580-1045   |
| Jerri and Elliot          | Temple                        | TBD                                | Alpharetta      | GA    | TBD      | (404) 964-4629   |
| * Mohil                   | Sopariwala                    | TBD                                | Athens          | GA    | TBD      | (251) 895-2405   |
| * Mohil                   | Sopariwala                    | TBD                                | Athens          | GA    | TBD      | (251) 895-2405   |
| * Mohil                   | Sopariwala                    | TBD                                | Athens          | GA    | TBD      | (251) 895-2405   |
| * Mohil                   | Sopariwala                    | TBD                                | Athens          | GA    | TBD      | (251) 895-2405   |

| FIRST NAME                           | LAST NAME      | STORE ADDRESS                                      | CITY    | STATE | ZIP CODE | TELEPHONE NUMBER |
|--------------------------------------|----------------|----------------------------------------------------|---------|-------|----------|------------------|
| Mit                                  | Patel          | 2566 Briarcliff Road Northeast Suite 106           | Atlanta | GA    | 30329    | (678) 949-9324   |
| Elizabeth and Addison                | Parris         | 930 Spring Street NW #001                          | Atlanta | GA    | 30309    | (470) 305-7678   |
| Babatunde "Teaj" and Bamidele "Eric" | Arogbofa       | 705 Town Boulevard #315                            | Atlanta | GA    | 30319    | (470) 305-7232   |
| Jaymin, Sanket and Ruchit            | Patel          | 1845 Piedmont Avenue Suite 400                     | Atlanta | GA    | 30324    | (470) 891-8300   |
| Jaymin, Sanket and Ruchit            | Patel          | 2275 Marietta Boulevard NW, Suite 100              | Atlanta | GA    | 30318    | (404) 390-3865   |
| Rylan                                | Miller         | 2937 Cobb Parkway SE Suite 102                     | Atlanta | GA    | 30339    | (770) 693-1896   |
| Elizabeth and Addison                | Parris         | 572 Hank Aaron Drive, Southeast                    | Atlanta | GA    | 30312    | (404) 941-9010   |
| * 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   |
| Paradies Lagardere                   | at ATL T-North | Concourse T, Gate T18, 6000 North Terminal Parkway | Atlanta | GA    | 30320    | (404) 956-3287   |
| Cornelia and Terry                   | Floyd          | TBD                                                | Atlanta | GA    | TBD      | (419) 494-3239   |
| * Mit                                | Patel          | TBD                                                | Atlanta | GA    | TBD      | (478) 973-7223   |
| * Mit                                | Patel          | TBD                                                | Atlanta | GA    | TBD      | (478) 973-7223   |
| * Mit                                | Patel          | TBD                                                | Atlanta | GA    | TBD      | (478) 973-7223   |
| * Mit                                | Patel          | TBD                                                | Atlanta | GA    | TBD      | (478) 973-7223   |
| * Mit                                | Patel          | TBD                                                | Atlanta | GA    | TBD      | (478) 973-7223   |
| * Mit                                | Patel          | TBD                                                | Atlanta | GA    | TBD      | (478) 973-7223   |
| * Mit                                | Patel          | TBD                                                | Atlanta | GA    | TBD      | (478) 973-7223   |
| * Miteshkumar                        | Patel          | TBD                                                | Atlanta | GA    | TBD      | (803) 686-0455   |
| Reginald                             | Foster         | 262 Robert C Daniel Jr Parkway                     | Augusta | GA    | 30909    | (706) 922-3240   |
| Donald and Elena                     | Reese          | 1095 Alexander Drive Suite 102                     | Augusta | GA    | 30909    | (762) 333-5994   |
| Reginald                             | Foster         | TBD                                                | Augusta | GA    | TBD      | (404) 667-4193   |

| FIRST NAME                      | LAST NAME              | STORE ADDRESS                        | CITY                       | STATE | ZIP CODE | TELEPHONE NUMBER |
|---------------------------------|------------------------|--------------------------------------|----------------------------|-------|----------|------------------|
| Manishkumar                     | Patel                  | TBD                                  | Bethlehem                  | GA    | TBD      | (678) 328-9310   |
| Monikaben                       | Patel                  | 794 GA Highway 96 Suite 108          | Bonaire                    | GA    | 31005    | (478) 313-5520   |
| Glen Johnson                    | Nicholas "Nick" Crouch | 10455 Canal Road                     | Brunswick                  | GA    | 31525    | (912) 289-2635   |
| Michael "Mike"                  | Haines                 | 3687 Buford Drive Suite 200          | Buford                     | GA    | 30519    | (678) 714-2424   |
| Rylan                           | Miller                 | 2249 Cumming Highway Suite 106       | Canton                     | GA    | 30115    | (770) 213-4616   |
| Riha and Mohamed "Mohamed"      | Momin                  | 1435 S Highway 27, Suite 300         | Carrollton                 | GA    | 30117    | (678) 664-2333   |
| Rylan                           | Miller                 | 50 Main Street Marketplace Suite 400 | Cartersville               | GA    | 30121    | (678) 719-8804   |
| Dhruvesh, Rohini and Vinodkumar | Patel                  | 2764 Watson Boulevard, Suite 500     | Centerville                | GA    | 31028    | (478) 333-2223   |
| * 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   |

|   | FIRST NAME                           | LAST NAME              | STORE ADDRESS                          | CITY                       | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|--------------------------------------|------------------------|----------------------------------------|----------------------------|-------|----------|------------------|
| * | Rylan                                | Miller                 | TBD                                    | Cobb and Cherokee Counties | GA    | TBD      | (224) 730-1839   |
| * | Rylan                                | Miller                 | TBD                                    | Cobb and Cherokee Counties | GA    | TBD      | (224) 730-1839   |
| * | Miteshkumar                          | Patel                  | TBD                                    | College Park               | GA    | TBD      | (803) 686-0455   |
|   | Harshvadan                           | Patel                  | 5555 Whittlesey Boulevard, Suite 2960  | Columbus                   | GA    | 31909    | (706) 327-2003   |
|   | Eric and Nicole                      | White                  | 6901 Ray Wright Way, Suite G           | Columbus                   | GA    | 31906    | (762) 583-1267   |
| * | Karan Chawala                        | Nisha Patel            | TBD                                    | Commerce                   | GA    | TBD      | (404) 468-8006   |
|   | Veronica Min                         | Joon Dong Kim          | 2133 Highway 20 Suite 220              | Conyers                    | GA    | 30013    | (862) 579-8410   |
|   | Miteshkumar                          | Patel                  | TBD                                    | Covington                  | GA    | TBD      | (803) 686-0455   |
| * | Michael "Mike"                       | Haines                 | 5740 Steeplechase Boulevard, Suite 100 | Cumming                    | GA    | 30040    | (678) 341-9275   |
| * | Michael "Mike"                       | Haines                 | 3630-B Browns Bridge Road              | Cumming                    | GA    | 30028    | (470) 646-3360   |
| * | Meghal and Karan                     | Patel                  | 952 Harbins Road Suite 304             | Dacula                     | GA    | 30019    | (762) 257-2389   |
|   | Cary Jefferson                       | Williams               | TBD                                    | Dawsonville                | GA    | TBD      | (770) 906-7225   |
|   | Babatunde "Teaj" and Bamidele "Eric" | Arogbofa               | 2502 Blackmon Drive Suite 820          | Decatur                    | GA    | 30033    | (404) 631-6711   |
|   | Coylitia and De'Reek                 | Banks                  | 4919 Flat Shoals Parkway Suite 212     | Decatur                    | GA    | 30034    | (678) 691-2636   |
| * | Glen Johnson                         | Nicholas "Nick" Crouch | TBD                                    | Dublin                     | GA    | TBD      | (501) 442-0089   |
| * | Miteshkumar                          | Patel                  | TBD                                    | East Point                 | GA    | TBD      | (803) 686-0455   |
| * | Karan Chawala                        | Nisha Patel            | TBD                                    | Ellijay                    | GA    | TBD      | (404) 468-8006   |
|   | Reginald, Zenna, and Sierra          | Foster                 | 615 Mullins Colony Drive               | Evans                      | GA    | 30809    | (706) 364-3413   |
|   | Rylan                                | Miller                 | 1135 Highway 85 N, Suite C             | Fayetteville               | GA    | 30214    | (678) 833-5288   |
|   | Reginald, Zenna, and Sierra          | Foster                 | 7280 Ingersoll Street                  | Fort Benning               | GA    | 31905    | (706) 505-1118   |
|   | Reginald, Zenna, and Sierra          | Foster                 | 201 3rd Street Building 38200          | Fort Gordon                | GA    | 30905    | (404) 667-4193   |

|   | FIRST NAME                       | LAST NAME                        | STORE ADDRESS                        | CITY           | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|----------------------------------|----------------------------------|--------------------------------------|----------------|-------|----------|------------------|
|   | Paul Neumaier                    | Karen Neumaier-Wallis            | TBD                                  | Ft. Oglethorpe | GA    | TBD      | (248) 961-0080   |
| * | Michael "Mike"                   | Haines                           | TBD                                  | Gainesville    | GA    | TBD      | (404) 662-7878   |
| * | Michael "Mike"                   | Haines                           | TBD                                  | Gainesville    | GA    | TBD      | (404) 662-7878   |
| * | Meghal and Karan                 | Patel                            | TBD                                  | Grayson        | GA    | TBD      | (864) 205-5542   |
|   | Reginald                         | Foster                           | 5003 Steiner Way, Suite 1            | Grovetown      | GA    | 30813    | (706) 250-3272   |
| * | Glen Johnson                     | Nicholas "Nick" Crouch           | 169 West Hendry Street               | Hinesville     | GA    | 31313    | (912) 434-7116   |
| * | Karan Chawala                    | Nisha Patel                      | TBD                                  | Jasper         | GA    | TBD      | (404) 468-8006   |
| * | Mit                              | Patel                            | TBD                                  | Jefferson      | GA    | TBD      | (478) 973-7223   |
| * | Michael "Mike"                   | Haines                           | 11160 Medlock Bridge Road #100       | Johns Creek    | GA    | 30097    | (678) 395-4226   |
|   | Rylan                            | Miller                           | 777 Townpark Lane Suite 112          | Kennesaw       | GA    | 30144    | (678) 460-7711   |
|   | Glen Johnson                     | Nicholas "Nick" Crouch           | 1607 GA Highway 40 E. Suite A        | Kingsland      | GA    | 31548    | (912) 576-0489   |
|   | Michael "Mike"                   | Haines                           | 860 Duluth Highway, Suite 310        | Lawrenceville  | GA    | 30043    | (770) 237-3424   |
| * | Meghal, Karan and Kartik Patel   | Haresh Padmani                   | TBD                                  | Lawrenceville  | GA    | TBD      | (864) 205-5542   |
| * | Steven                           | Turner                           | 4805 Lawrenceville Highway Suite 501 | Lilburn        | GA    | 30047    | (407) 657-5165   |
|   | Shanita Winslow, Lakesha Calhoun | Annette Jones and Deidre Mallett | 3055 Panola Road                     | Lithonia       | GA    | 30038    | (470) 545-1098   |
| * | Bharatkumar                      | Patel                            | TBD                                  | Locust Grove   | GA    | TBD      | (706) 244-1506   |
|   | Meghal and Karan                 | Patel                            | TBD                                  | Loganville     | GA    | TBD      | (404) 924-0618   |
|   | Nikhilkumar and Akash            | Patel                            | 120 Tom Hill Sr. Road, Suite 102     | Macon          | GA    | 31210    | (478) 257-6040   |
|   | Akash and Nikhilkumar "Nikhil"   | Patel                            | 5791 Zebulon Road, Suite C           | Macon          | GA    | 31210    | (478) 259-1500   |
|   | 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   |
| * | Bharatkumar                      | Patel                            | TBD                                  | McDonough      | GA    | TBD      | (706) 244-1506   |
|   | Lori                             | Magras                           | TBD                                  | McDonough      | GA    | TBD      | (770) 722-9046   |
| * | Matthew Wyrick                   | Justin Franklin                  | 1860 N. Columbia Street              | Milledgeville  | GA    | 31061    | (478) 295-3290   |
|   | Manishkumar                      | Patel                            | TBD                                  | Monroe         | GA    | TBD      | (678) 328-9310   |
|   | Nancy Hemingway                  | Patricia Meridian                | 1730 Highway 37 East                 | Moultrie       | GA    | 31788    | (229) 668-0375   |

|   | FIRST NAME                | LAST NAME              | STORE ADDRESS                              | CITY              | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|---------------------------|------------------------|--------------------------------------------|-------------------|-------|----------|------------------|
|   | Steven                    | Turner                 | TBD                                        | Norcross          | GA    | TBD      | (404) 823-4403   |
| * | 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   |
|   | Riha and Mohmed "Mohamed" | Momin                  | 504 Circle Gate, Suite 1725                | Peachtree City    | GA    | 30269    | (404) 578-5406   |
| * | Alfred Lee                | Thu Doan               | TBD                                        | Peachtree Corners | GA    | TBD      | (678) 665-3806   |
| * | Glen Johnson              | Nicholas "Nick" Crouch | TBD                                        | Perry             | GA    | TBD      | (573) 489-9890   |
| * | Glen Johnson              | Nicholas "Nick" Crouch | 240 Tanger Outlets Boulevard, Suite 101    | Pooler            | GA    | 31322    | (912) 450-3777   |
|   | Anilkumar and Rimpalbaben | Patel                  | 1451 Turner McCall Boulevard               | Rome              | GA    | 30161    | (706) 584-7475   |
|   | Rylan                     | Miller                 | 625 W Crossville Road                      | Roswell           | GA    | 30075    | (470) 282-6525   |
| * | Alfred Lee                | Thu Doan               | TBD                                        | Roswell           | GA    | TBD      | (678) 665-3806   |
|   | Raj                       | Patel                  | 5840 Roswell Road Suite 600                | Sandy Springs     | GA    | 30328    | (404) 907-4729   |
| * | Glen Johnson              | Nicholas "Nick" Crouch | 1212 East Derenne Avenue                   | Savannah          | GA    | 31406    | (912) 299-2894   |
| * | 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   |
|   | Michael "Mike"            | Haines                 | 1630 Scenic Highway North Suite F          | Snellville        | GA    | 30078    | (678) 395-7400   |
|   | Matthew Wyrick            | Justin Franklin        | 131 Tormenta Way                           | Statesboro        | GA    | 30458    | (912) 259-9059   |
|   | Bhanu                     | Yadlapalli             | 909 Eagle's Landing Parkway, Suite 140     | Stockbridge       | GA    | 30281    | (678) 289-5454   |
| * | Pratik and Ayush          | Patel                  | TBD                                        | Stockbridge       | GA    | TBD      | (404) 635-8012   |
| * | Pratik and Ayush          | Patel                  | TBD                                        | Stockbridge       | GA    | TBD      | (404) 635-8012   |
| * | Michael "Mike"            | Haines                 | 3320 Lawrenceville-Suwanee Road Suite 1-A  | Suwanee           | GA    | 30024    | (678) 765-7703   |

| FIRST NAME                     | LAST NAME              | STORE ADDRESS                               | CITY          | STATE | ZIP CODE | TELEPHONE NUMBER |
|--------------------------------|------------------------|---------------------------------------------|---------------|-------|----------|------------------|
| Ankit and Minaxi               | Patel                  | TBD                                         | TBD           | GA    | TBD      | (478) 960-7570   |
| Ankit and Minaxi               | Patel                  | TBD                                         | TBD           | GA    | TBD      | (478) 952-4864   |
| Ankit and Minaxi               | Patel                  | TBD                                         | TBD           | GA    | TBD      | (478) 952-4864   |
| Ankit and Minaxi               | Patel                  | TBD                                         | TBD           | GA    | TBD      | (478) 952-4864   |
| Glen Johnson                   | Nicholas "Nick" Crouch | TBD                                         | Thomasville   | GA    | TBD      | (573) 489-9890   |
| Glen Johnson                   | Nicholas "Nick" Crouch | TBD                                         | Tifton        | GA    | TBD      | (573) 489-9890   |
| Suhair                         | Shabazz                | TBD                                         | Tucker        | GA    | TBD      | (470) 343-4044   |
| Glen Johnson                   | Nicholas "Nick" Crouch | 1525 Baytree, Suite C                       | Valdosta      | GA    | 31601    | (229) 247-5599   |
| Glen Johnson                   | Nicholas "Nick" Crouch | 3285 Inner Perimeter Road                   | Valdosta      | GA    | 31602    | (229) 340-5556   |
| Glen Johnson                   | Nicholas "Nick" Crouch | TBD                                         | Valdosta      | GA    | TBD      | (501) 442-0089   |
| Ankit and Minaxi               | Patel                  | TBD                                         | Warner Robins | GA    | TBD      | (478) 952-4864   |
| Rylan                          | Miller                 | 289 Ridgewalk Parkway, Suite 100            | Woodstock     | GA    | 30188    | (770) 635-8590   |
| Leonard Watkins                | Jessica Phillips       | TBD                                         | Woodstock     | GA    | TBD      | (901) 598-5521   |
| Rick                           | Sandquist              | 517 Lincoln Way Suite 101                   | Ames          | IA    | 50010    | (515) 233-5460   |
| Annette and Rick               | Sandquist              | 1620 North Ankeny Boulevard Suite 110       | Ankeny        | IA    | 50021    | (515) 965-7889   |
| Paige, Cynthia, Kyle and Tyler | Howard                 | TBD                                         | Bettendorf    | IA    | TBD      | (563) 940-3100   |
| Troy                           | Greenwood              | TBD                                         | Cedar Falls   | IA    | TBD      | (319) 290-5412   |
| Richie Logsdon                 | Nathan Hein            | 2215 Edgewood Road SW, Suite B              | Cedar Rapids  | IA    | 52404    | (319) 320-6509   |
| Richie Logsdon                 | Nathan Hein            | 1111 Blairs Ferry Road Northeast, Suite 200 | Cedar Rapids  | IA    | 52402    | (319) 449-4310   |
| Paige, Cynthia, Kyle and Tyler | Howard                 | 3220 Redhawk Street #400                    | Coralville    | IA    | 52241    | (319) 665-0044   |
| Paige, Cynthia, Kyle and Tyler | Howard                 | TBD                                         | Davenport     | IA    | TBD      | (563) 320-1997   |
| Asif                           | Poonja                 | TBD                                         | Des Moines    | IA    | TBD      | (847) 682-8867   |
| Asif                           | Poonja                 | TBD                                         | Des Moines    | IA    | TBD      | (847) 682-8867   |

|   | FIRST NAME                     | LAST NAME                       | STORE ADDRESS                      | CITY              | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|--------------------------------|---------------------------------|------------------------------------|-------------------|-------|----------|------------------|
| * | Asif                           | Poonja                          | TBD                                | Des Moines        | IA    | TBD      | (847) 682-8867   |
| * | Asif                           | Poonja                          | TBD                                | Des Moines        | IA    | TBD      | (847) 682-8867   |
| * | Asif                           | Poonja                          | TBD                                | Des Moines        | IA    | TBD      | (847) 682-8867   |
| * | Richie Logsdon                 | Nathan Hein                     | TBD                                | Dubuque           | IA    | TBD      | (319) 573-7839   |
|   | Cori and David                 | O'Brien                         | 2813 1/2 Fifth Avenue South        | Fort Dodge        | IA    | 50501    | (515) 573-1199   |
| * | Paige, Cynthia, Kyle and Tyler | Howard                          | TBD                                | Iowa City         | IA    | TBD      | (563) 320-0212   |
|   | Rick and Ricky Sandquist       | Andrew Hanse and Kaleb Chingren | 5300 NW 86th Street, Suite 300     | Johnston          | IA    | 50131    | (515) 410-1312   |
|   | Richie Logsdon                 | Nathan Hein                     | 6147 Carlson Way, Suite A          | Marion            | IA    | 52302    | (319) 200-8041   |
|   | Troy                           | Greenwood                       | 1039 Peoples Square                | Waterloo          | IA    | 50702    | (319) 252-4448   |
|   | Rick and Ricky Sandquist       | Andrew Hanse and Kaleb Chingren | 426 East Hickman Road              | Waukee            | IA    | 50263    | (515) 452-8089   |
|   | Ricky and Rick Sandquist       | Andrew Hanse and Kaleb Chingren | 160 Jordan Creek Parkway Suite 120 | West Des Moines   | IA    | 50266    | (515) 222-2609   |
| * | 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                          | 1115 S. Broadway Avenue            | Boise             | ID    | 83706    | (208) 908-6853   |
| * | Blake and Bryce                | Mortenson                       | TBD                                | Chubbuck          | ID    | TBD      | (435) 512-6762   |
| * | Michelle and Kory              | Pukash                          | 1060 S Ancona Avenue, Suite 100    | Eagle             | ID    | 83616    | (208) 286-1411   |
|   | Kelly                          | Plummer                         | TBD                                | Idaho Falls       | ID    | TBD      | (805) 550-9744   |
|   | Michelle and Kory              | Pukash                          | 1355 Caldwell Boulevard, Suite 103 | Nampa             | ID    | 83651    | (208) 314-9580   |
|   | Kelly                          | Plummer                         | 113 South 2nd West                 | Rexburg           | ID    | 83440    | (208) 281-3800   |
| * | Blake and Bryce                | Mortenson                       | TBD                                | Twin Falls        | ID    | TBD      | (435) 764-9282   |
| * | Salem Najjar, Saleh Ali        | George and Tammy Trakas         | TBD                                | Antioch           | IL    | TBD      | (847) 922-6382   |
| * | Prakashkumar                   | Patel                           | TBD                                | Archer Heights    | IL    | TBD      | (773) 816-4142   |
| * | Hani Halloun                   | Edward Joubran                  | 115 Rand Rd. Suite B               | Arlington Heights | IL    | 60004    | (224) 248-8955   |
|   | James                          | Ihssen                          | 1535 Butterfield Road, Unit 121    | Aurora            | IL    | 60502    | (630) 506-6900   |
| * | Gina Delmonico-Williams        | Daniel Beaulieu, Chaim Margolin | TBD                                | Bartlett          | IL    | TBD      | (312) 203-3456   |

|   | FIRST NAME              | LAST NAME                       | STORE ADDRESS              | CITY            | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|-------------------------|---------------------------------|----------------------------|-----------------|-------|----------|------------------|
| * | Salem Najjar, Saleh Ali | George and Tammy Trakas         | TBD                        | Belvedere       | IL    | TBD      | (847) 274-6499   |
| * | Hani Halloun            | Edward Joubran                  | 383 Army Trail Road        | Bloomingtondale | IL    | 60108    | (847) 285-1956   |
| * | Hani Halloun            | Edward Joubran                  | 740 Janes Avenue, Unit 103 | Bolingbrook     | IL    | 60440    | (331) 253-2590   |
| * | Hani Halloun            | Edward Joubran                  | 808 North Milwaukee Avenue | Buffalo Grove   | IL    | 60015    | (224) 206-7284   |
| * | Ruth and Aisha          | Miller                          | 7784 South Cicero Avenue   | Burbank         | IL    | 60459    | (708) 529-3946   |
|   | Ankit and Chahat        | Patel                           | 7933 South Harlem Avenue   | Burbank         | IL    | 60459    | (708) 741-7189   |
| * | Ankit "Andy"            | Patel                           | TBD                        | Carbondale      | IL    | TBD      | (201) 706-0560   |
| * | Hani Halloun            | Edward Joubran                  | 517 South Schmale Road     | Carol Stream    | IL    | 60188    | (331) 218-4140   |
|   | Kevin Bartlett          | Patrick Bode                    | 737 S. Halsted Street      | Chicago         | IL    | 60607    | (312) 996-8170   |
| * | Edward Joubran          | Hani Halloun                    | TBD                        | Chicago         | IL    | TBD      | (310) 801-5060   |
| * | Edward Joubran          | Hani Halloun                    | TBD                        | Chicago         | IL    | TBD      | (310) 801-5060   |
| * | 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   |
| * | Marlon Sullivan         | Cesar Coronado Jr               | 3631 North Western Avenue  | Chicago         | IL    | 60618    | (630) 638-4825   |
| * | Marlon Sullivan         | Cesar Coronado Jr               | 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   |
| * | Gina Delmonico-Williams | Daniel Beaulieu, Chaim Margolin | 927 South Rand Road        | Chicago         | IL    | 60047    | (224) 662-4981   |
| * | Gina Delmonico-Williams | Daniel Beaulieu, Chaim Margolin | TBD                        | Chicago         | IL    | TBD      | (502) 345-1200   |
| * | Cesar Coronado Jr.      | Marlon Sullivan                 | 1509 N Milwaukee Avenue    | Chicago         | IL    | 60622    | (773) 697-7615   |
| * | Hani Halloun            | Edward Joubran                  | TBD                        | Chicago         | IL    | TBD      | (810) 397-1891   |
| * | Edward Joubran          | Hani Halloun                    | TBD                        | Chicago         | IL    | TBD      | (310) 801-5060   |
| * | Edward Joubran          | Hani Halloun                    | TBD                        | Chicago         | IL    | TBD      | (810) 397-1891   |
| * | Edward Joubran          | Hani Halloun                    | TBD                        | Chicago         | IL    | TBD      | (810) 397-1891   |
| * | Edward Joubran          | Hani Halloun                    | TBD                        | Chicago         | IL    | TBD      | (810) 397-1891   |
| * | Edward Joubran          | Hani Halloun                    | TBD                        | Chicago         | IL    | TBD      | (810) 397-1891   |
| * | Edward Joubran          | Hani Halloun                    | TBD                        | Chicago         | IL    | TBD      | (810) 397-1891   |
| * | Edward Joubran          | Hani Halloun                    | TBD                        | Chicago         | IL    | TBD      | (310) 801-5060   |

|   | FIRST NAME                          | LAST NAME                       | STORE ADDRESS                       | CITY         | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|-------------------------------------|---------------------------------|-------------------------------------|--------------|-------|----------|------------------|
| * | Kush                                | Patel                           | TBD                                 | Chicago      | IL    | TBD      | (708) 262-0703   |
| * | 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   |
| * | Hani Halloun                        | Edward Joubran                  | 3314 Cicero Avenue, Unit A          | Cicero       | IL    | 60804    | (708) 298-9092   |
| * | Prerak A.                           | Patel                           | TBD                                 | Collinsville | IL    | TBD      | (630) 890-2167   |
| * | Gina Delmonico-Williams             | Daniel Beaulieu, Chaim Margolin | 5006 Northeast Highway, Unit D      | Crystal Lake | IL    | 60014    | (815) 893-0798   |
| * | Salem Najjar, Saleh Ali             | Tammy and George Trakas         | 190 Waukegan Road                   | Deerfield    | IL    | 60015    | (847) 572-8262   |
| * | Gina Delmonico-Williams             | Daniel Beaulieu, Chaim Margolin | TBD                                 | Dekalb       | IL    | TBD      | (502) 345-1200   |
| * | Dhruvkumar, Miteshbhai and Amitaben | Patel                           | 200 West Washington Street          | East Peoria  | IL    | 61611    | (309) 322-6721   |
|   | Bhavesb                             | Patel                           | 1190 South Randall Road, Suite 103  | Elgin        | IL    | 60123    | (224) 227-6440   |
| * | Bhavesb                             | Patel                           | TBD                                 | Elgin        | IL    | TBD      | (630) 624-1782   |
|   | Hiteshkumar Chaudhary               | Roshani Patel                   | TBD                                 | Evanston     | IL    | TBD      | (872) 888-5286   |
| * | Kush                                | Patel                           | 20245 South LaGrange Road, Suite 1A | Frankfort    | IL    | 60423    | (779) 205-1215   |
|   | Parth                               | Gabhawala                       | 1080 Commons Drive                  | Geneva       | IL    | 60134    | (630) 715-6102   |
|   | Prerak A.                           | Patel                           | 3901 South State Route 159, Suite 1 | Glen Carbon  | IL    | 62034    | (618) 205-3128   |
|   | Bhavesb                             | Patel                           | 2759 Pfingsten Road                 | Glenview     | IL    | 60026    | (224) 723-5758   |
|   | Prerak A.                           | Patel                           | 5777 Godfrey Road                   | Godfrey      | IL    | 62035    | (618) 208-7183   |
| * | Salem Najjar, Saleh Ali             | Tammy and George Trakas         | 7010 Grand Avenue, Unit 1           | Gurnee       | IL    | 60031    | (224) 656-5051   |
| * | Hani Halloun                        | Edward Joubran                  | 9404 Joliet Road, Unit B            | Hodgkins     | IL    | 60525    | (708) 639-4294   |

|   | FIRST NAME                            | LAST NAME                       | STORE ADDRESS                       | CITY              | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|---------------------------------------|---------------------------------|-------------------------------------|-------------------|-------|----------|------------------|
|   | Bhaves                                | Patel                           | 12162 S IL Route 47                 | Huntley           | IL    | 60142    | (847) 669-3803   |
| * | Prakashkumar                          | Patel                           | TBD                                 | Hyde Park         | IL    | TBD      | (773) 816-4142   |
| * | Hani Halloun                          | Edward Joubran                  | 1801 West Jefferson Joliet          | Joliet            | IL    | 60435    | (815) 714-2223   |
|   | Ankit, Jayotsanaben, Roma, and Chahat | Patel                           | 3064 Plainfield Road                | Joliet            | IL    | 60435    | (815) 782-4131   |
| * | Salem Najjar, Saleh Ali               | Tammy and George Trakas         | 955 Rockland Rd., Unit B            | Lake Bluff        | IL    | 60044    | (847) 457-0434   |
| * | Gina Delmonico-Williams               | Daniel Beaulieu, Chaim Margolin | 290 Randall Road                    | Lake in the Hills | IL    | 60156    | (224) 256-2279   |
| * | Salem Najjar, Saleh Ali               | George and Tammy Trakas         | TBD                                 | Lakemoor          | IL    | TBD      | (810) 407-1100   |
|   | Phillip and Theresa                   | Knippen                         | 16105 Farrell Road                  | Lockport          | IL    | 60441    | (815) 524-4647   |
| * | Hani Halloun                          | Edward Joubran                  | 417 East Roosevelt Road             | Lombard           | IL    | 60148    | (630) 376-6460   |
| * | Salem Najjar, Saleh Ali               | Tammy and George Trakas         | 10083 North 2nd Street              | Machesney Park    | IL    | 61115    | (779) 290-6021   |
| * | Salem Najjar, Saleh Ali               | George and Tammy Trakas         | TBD                                 | McHenry           | IL    | TBD      | (847) 274-6499   |
| * | Hani Halloun                          | Edward Joubran                  | 230 W. North Avenue, Unit 1         | Melrose Park      | IL    | 60160    | (224) 200-5135   |
| * | Bhaves                                | Patel                           | TBD                                 | Minooka           | IL    | TBD      | (630) 624-1782   |
|   | James                                 | Ihssen                          | 2001 Orchard Road                   | Montgomery        | IL    | 60538    | (630) 506-6000   |
| * | Hani Halloun                          | Edward Joubran                  | 918 N. Elmurst                      | Mount Prospect    | IL    | 60056    | (224) 248-8984   |
| * | Salem Najjar, Saleh Ali               | Tammy and George Trakas         | 518 Townline Road                   | Mundelein         | IL    | 60060    | (847) 868-0121   |
| * | Hani Halloun                          | Edward Joubran                  | 1211 East Ogden Avenue              | Naperville        | IL    | 60540    | (331) 224-2420   |
|   | Philip                                | Knippen                         | 1872 E. Lincoln Highway             | New Lenox         | IL    | 60451    | (815) 717-8095   |
| * | Chahat, Ankit, Roshani, and Saurabh   | Patel                           | 312 South Veterans Parkway Suite #2 | Normal            | IL    | 61761    | (309) 808-2348   |
| * | Ankit, Roshani, Saurabh and Chahat    | Patel                           | TBD                                 | Normal            | IL    | TBD      | (315) 751-3911   |
| * | Hani Halloun                          | Edward Joubran                  | 4440 North Harlem Avenue            | Norridge          | IL    | 60706    | (708) 395-5248   |
|   | Ankit, Jayotsanaben, Roma, and Chahat | Patel                           | 4025 W 95th Street                  | Oak Lawn          | IL    | 60453    | (708) 907-5860   |
| * | Prerak A.                             | Patel                           | TBD                                 | O'Fallon          | IL    | TBD      | (630) 890-2167   |

|   | FIRST NAME                          | LAST NAME                       | STORE ADDRESS                         | CITY             | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|-------------------------------------|---------------------------------|---------------------------------------|------------------|-------|----------|------------------|
|   | Phillip                             | Knippen                         | 14902 South La Grange Road            | Orland Park      | IL    | 60462    | (708) 696-1042   |
| * | Dhruvkumar, Miteshbhai and Amitaben | Patel                           | TBD                                   | Perkin           | IL    | TBD      | (205) 370-3958   |
|   | Steven, Patti and Shawn             | Bunch                           | 3418 Broadway Street                  | Quincy           | IL    | 62301    | (217) 209-0520   |
| * | Hani Halloun                        | Edward Joubran                  | 4801 Sauk Trail Suite A               | Richton Park     | IL    | 60471    | (224) 200-5135   |
| * | Salem Najjar, Saleh Ali             | Tammy and George Trakas         | 1998 McFarland Road, Suite 133        | Rockford         | IL    | 61107    | (815) 904-6794   |
| * | Salem Najjar, Saleh Ali             | George and Tammy Trakas         | TBD                                   | Rockton          | IL    | TBD      | (810) 407-1100   |
| * | Hani Halloun                        | Edward Joubran                  | 1456 Golf Road                        | Rolling Meadows  | IL    | 60008    | (847) 262-5147   |
| * | Salem Najjar, Saleh Ali             | George and Tammy Trakas         | TBD                                   | Round Lake Beach | IL    | TBD      | (847) 274-6499   |
| * | Gina Delmonico-Williams             | Daniel Beaulieu, Chaim Margolin | 444 East Gold Road                    | Schaumburg       | IL    | 60173    | (224) 653-8066   |
|   | Bhaves                              | Patel                           | 3839 East Main Street                 | St. Charles      | IL    | 60174    | (630) 940-2438   |
|   | Phillip and Theresa                 | Knippen                         | 7101 W 183rd Street Unit 102          | Tinley Park      | IL    | 60477    | (708) 468-8456   |
| * | Hani Halloun                        | Edward Joubran                  | TBD                                   | Troy             | IL    | TBD      | (810) 397-1891   |
|   | Camille and Marc                    | Bralts                          | 1401 West Green Street                | Urbana           | IL    | 61801    | (217) 552-1117   |
| * | Salem Najjar, Saleh Ali             | Tammy and George Trakas         | 375 North Milwaukee Avenue, Suite 200 | Vernon Hills     | IL    | 60661    | (847) 868-0755   |
| * | Hani Halloun                        | Edward Joubran                  | 78 East North Avenue                  | Villa Park       | IL    | 60181    | (630) 359-3515   |
| * | Salem Najjar, Saleh Ali             | Tammy and George Trakas         | 992 S. Waukegan Road                  | Waukegan         | IL    | 60085    | (847) 672-4393   |
|   | James                               | Ihssen                          | 1865 North Neltner Boulevard          | West Chicago     | IL    | 60185    | (630) 506-6900   |
| * | Hani Halloun                        | Edward Joubran                  | 3 Danata Square East                  | Wheaton          | IL    | 60187    | (810) 397-1891   |
| * | Salem Najjar, Saleh Ali             | Tammy and George Trakas         | 955 Country Club Road                 | Woodstock        | IL    | 60098    | (313) 800-1290   |
| * | Bhaves                              | Patel                           | TBD                                   | Yorkville        | IL    | TBD      | (630) 624-1782   |
| * | Naseem and Sarmad "Steve"           | Shayota                         | TBD                                   | Anderson         | IN    | TBD      | (586) 944-7511   |
|   | Ronak Patel                         | Vaishnavi Khatri                | TBD                                   | Aurora           | IN    | TBD      | (513) 501-6983   |
|   | Brian and Suzanne Joseph            | Michael and Andrea Baker        | 10720 US Highway 36                   | Avon             | IN    | 46123    | (317) 941-7331   |

|   | FIRST NAME                                     | LAST NAME                | STORE ADDRESS                    | CITY                    | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|------------------------------------------------|--------------------------|----------------------------------|-------------------------|-------|----------|------------------|
|   | David                                          | Knapp                    | 2882 East 3rd Street             | Bloomington             | IN    | 47401    | (812) 330-2355   |
| * | Ruth and David Buko                            | James and Angela Volpert | 365 West 116th Street, Suite 120 | Carmel                  | IN    | 46032    | (463) 206-2136   |
|   | David and Kimberly                             | Knapp                    | 3135 25th Street                 | Columbus                | IN    | 47203    | (812) 375-1100   |
|   | David                                          | Knapp                    | TBD                              | Columbus                | IN    | TBD      | (812) 350-1399   |
| * | Amy and Michael                                | Pohlod                   | TBD                              | Elkert                  | IN    | TBD      | (248) 227-7471   |
| * | Amy and Michael                                | Pohlod                   | TBD                              | Elkert                  | IN    | TBD      | (248) 219-5042   |
|   | Sean and Jennifer Byrne                        | Mark and Liane Riney     | 2101 N Green River Road          | Evansville              | IN    | 47715    | (720) 821-1900   |
| * | Sean and Jennifer Byrne, Mark and Liane Riney, | Angela and Michael Curry | TBD                              | Evansville              | IN    | TBD      | (270) 927-9567   |
| * | Ruth and David Buko                            | James and Angela Volpert | 11545 Ikea Way, Suite 620        | Fishers                 | IN    | 46037    | (317) 288-0585   |
|   | James                                          | Mcclanaghan              | TBD                              | Fort Wayne              | IN    | TBD      | (586) 634-6485   |
| * | 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                              | 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      | (517) 599-1877   |
| * | Naseem and Sarmad "Steve"                      | Shayota                  | TBD                              | Fort Wayne              | IN    | TBD      | (248) 939-3013   |
| * | Naseem and Sarmad "Steve"                      | Shayota                  | TBD                              | Fort Wayne              | IN    | TBD      | (586) 944-7511   |
| * | Naseem and Sarmad "Steve"                      | Shayota                  | TBD                              | Greenfield              | IN    | TBD      | (586) 944-7511   |
| * | David and Ruth Buko                            | James Volpert            | TBD                              | Hamilton/Boone Counties | IN    | TBD      | (989) 284-0426   |
| * | David and Ruth Buko                            | James Volpert            | TBD                              | Hamilton/Boone Counties | IN    | TBD      | (989) 284-0426   |
| * | Nayan                                          | Patel                    | TBD                              | Indianapolis            | IN    | TBD      | (317) 414-8323   |
| * | Brian and Suzanne Joseph                       | Michael and Andrea Baker | 1250 E. Stop 11                  | Indianapolis            | IN    | 46227    | (317) 300-1439   |

|   | FIRST NAME                                   | LAST NAME                | STORE ADDRESS                                 | CITY           | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|----------------------------------------------|--------------------------|-----------------------------------------------|----------------|-------|----------|------------------|
| * | Brian and Suzanne Joseph                     | Michael and Andrea Baker | TBD                                           | Indianapolis   | IN    | TBD      | (317) 371-7763   |
| * | Brian and Suzanne Joseph                     | Michael and Andrea Baker | TBD                                           | Indianapolis   | IN    | TBD      | (317) 627-8598   |
| * | Brian and Suzanne Joseph                     | Michael and Andrea Baker | TBD                                           | Indianapolis   | IN    | TBD      | (317) 445-4886   |
| * | Brian and Suzanne Joseph                     | Michael and Andrea Baker | TBD                                           | Indianapolis   | IN    | TBD      | (317) 445-4886   |
| * | Brian and Suzanne Joseph                     | Michael and Andrea Baker | TBD                                           | Indianapolis   | IN    | TBD      | (317) 371-7763   |
|   | Heather Mesalam                              | Linda Carroll            | 5025 East 82nd Street, Building F, Suite 1100 | Indianapolis   | IN    | 46250    | (317) 537-2233   |
| * | Nayan                                        | Patel                    | 534 West 10th Street                          | Indianapolis   | IN    | 46202    | (317) 974-9409   |
| * | Naseem and Sarmad "Steve"                    | Shayota                  | TBD                                           | Indianapolis   | IN    | TBD      | (586) 944-7511   |
|   | Sagar Desai                                  | Brijeshkumar Patel       | TBD                                           | Jasper         | IN    | TBD      | (856) 236-6256   |
| * | Cameron, Ashley, and Edward                  | McKay                    | 1586 Veterans Parkway                         | Jeffersonville | IN    | 47130    | (812) 920-0030   |
| * | Naseem and Sarmad "Steve"                    | Shayota                  | TBD                                           | Kokomo         | IN    | TBD      | (586) 944-7511   |
| * | Edward Joubran                               | Hani Halloun             | TBD                                           | La Porte       | IN    | TBD      | (310) 801-5060   |
| * | Edward Joubran                               | Hani Halloun             | TBD                                           | La Porte       | IN    | TBD      | (310) 801-5060   |
| * | Edward Joubran                               | Hani Halloun             | TBD                                           | La Porte       | IN    | TBD      | (310) 801-5060   |
| * | Edward Joubran                               | Hani Halloun             | TBD                                           | La Porte       | IN    | TBD      | (810) 397-1891   |
| * | Edward Joubran                               | Hani Halloun             | TBD                                           | La Porte       | IN    | TBD      | (810) 397-1891   |
| * | Edward Joubran                               | Hani Halloun             | TBD                                           | La Porte       | IN    | TBD      | (310) 801-5060   |
| * | Naseem and Sarmad "Steve"                    | Shayota                  | TBD                                           | Lafayette      | IN    | TBD      | (586) 944-7511   |
| * | Miteshkumar K., Ghanshyam and Samarpit Patel | Rohan Pandya             | TBD                                           | Lawrence       | IN    | TBD      | (302) 545-9296   |
| * | Vanita, Mukesh and Sanjay                    | Patel                    | TBD                                           | Martinsville   | IN    | TBD      | (201) 628-4222   |

|   | FIRST NAME                                   | LAST NAME                | STORE ADDRESS                     | CITY         | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|----------------------------------------------|--------------------------|-----------------------------------|--------------|-------|----------|------------------|
| * | Vanita, Mukesh and Sanjay                    | Patel                    | TBD                               | Mayfield     | IN    | TBD      | (270) 970-9825   |
| * | Miteshkumar K., Ghanshyam and Samarpit Patel | Rohan Pandya             | TBD                               | McCordsville | IN    | TBD      | (302) 388-5125   |
| * | Hani Halloun                                 | Edward Joubran           | 1600 79th Avenue                  | Merrillville | IN    | 46410    | (708) 395-5248   |
| * | Naseem and Sarmad "Steve"                    | Shayota                  | TBD                               | Muncie       | IN    | TBD      | (586) 944-7511   |
| * | Priyankaben and Sanket                       | Patel                    | TBD                               | Newburgh     | IN    | TBD      | (812) 371-6917   |
| * | Ruth and David Buko                          | James and Angela Volpert | 11170 East 146th Street Suite 104 | Noblesville  | IN    | 46060    | (317) 385-1777   |
| * | Miteshkumar K., Ghanshyam and Samarpit Patel | Rohan Pandya             | TBD                               | Pendleton    | IN    | TBD      | (317) 513-3283   |
| * | Ron                                          | Morton                   | TBD                               | Richmond     | IN    | TBD      | (803) 651-8300   |
| * | Ron                                          | Morton                   | TBD                               | Richmond     | IN    | TBD      | (803) 651-8300   |
| * | Vanita, Mukesh and Sanjay                    | Patel                    | TBD                               | Shelbyville  | IN    | TBD      | (201) 628-4222   |
|   | Charles and Christopher                      | Cabana                   | TBD                               | South Bend   | IN    | TBD      | (734) 664-4122   |
| * | 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   |
|   | Charles and Christopher                      | Cabana                   | TBD                               | TBD          | IN    | TBD      | (734) 355-3061   |
|   | Aaron                                        | Toutloian                | 3400 South US Highway 41          | Terre Haute  | IN    | 47802    | (313) 474-4001   |
| * | Ruth and David Buko                          | James and Angela Volpert | 661 E. SR 32                      | Westfield    | IN    | 46074    | (317) 804-2157   |
| * | Ruth and David Buko                          | James and Angela Volpert | 6075 Perry Worth Road, Suite 100  | Whitestown   | IN    | 46075    | (317) 768-2833   |
| * | Ruth and David Buko                          | James and Angela Volpert | 11100 N Michigan Road Suite 100   | Zionsville   | IN    | 46077    | (317) 344-2337   |
| * | Rohit                                        | Patel                    | 1714 Village West Parkway         | Kansas City  | KS    | 66111    | (913) 382-7717   |
|   | Nirav, Rakesh and Rohit                      | Patel                    | 2624 Iowa Street Suite E          | Lawrence     | KS    | 66046    | (785) 856-6014   |
|   | Melissa and Scott                            | Andersen                 | 12850 W. 87th Street              | Lenexa       | KS    | 66215    | (913) 967-5998   |

|   | FIRST NAME                  | LAST NAME                 | STORE ADDRESS                         | CITY            | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|-----------------------------|---------------------------|---------------------------------------|-----------------|-------|----------|------------------|
| * | Rohit                       | Patel                     | 475 McCall Road                       | Manhattan       | KS    | 66502    | (785) 268-8656   |
| * | Glen Johnson                | Nicholas "Nick" Crouch    | TBD                                   | Mission         | KS    | TBD      | (573) 489-9890   |
|   | Alkeshkumar                 | Patel                     | 14883 W. 151st Street                 | Olathe          | KS    | 66062    | (913) 390-0040   |
|   | Neelam and Hetal            | Dave                      | 193 North Parker Street               | Olathe          | KS    | 66061    | (913) 839-1265   |
| * | Nirav, Rakesh and Rohit     | Patel                     | 15933 Antioch Road                    | Overland Park   | KS    | 66223    | (913) 777-4434   |
| * | Nirav, Rakesh and Rohit     | Patel                     | 7592 W. 119th                         | Overland Park   | KS    | 66213    | (913) 303-1181   |
| * | Melissa and Scott           | Andersen                  | 9524 Antioch Road                     | Overland Park   | KS    | 66212    | (913) 213-5740   |
|   | Robert and Lori Good        | Bethany and Nick Halstead | 101 W 29th St Suite C                 | Pittsburg       | KS    | 66762    | (620) 404-4506   |
| * | Melissa and Scott           | Andersen                  | 9424 Mission Road                     | Prairie Village | KS    | 66206    | (913) 808-5261   |
|   | Delong                      | Tong                      | 22233 West 66th Street                | Shawnee         | KS    | 66226    | (913) 745-4123   |
| * | 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      | (501) 442-0089   |
| * | 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   |
| * | Rohit                       | Patel                     | TBD                                   | Topeka          | KS    | TBD      | (405) 210-2195   |
| * | 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   |
|   | Andre Jackson               | Krishan Patel             | 711 12th Street #150                  | Ashland         | KY    | 41101    | (606) 393-1138   |
|   | Bhumikaben and Nimisha      | Patel                     | TBD                                   | Berea           | KY    | TBD      | (352) 234-7368   |
|   | Michael                     | Crawley                   | 1971 Cave Mill Road Suite #1          | Bowling Green   | KY    | 42104    | (270) 599-0022   |

|   | FIRST NAME                                     | LAST NAME                       | STORE ADDRESS                         | CITY             | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|------------------------------------------------|---------------------------------|---------------------------------------|------------------|-------|----------|------------------|
| * | Sean and Jennifer Byrne, Mark and Liane Riney, | Angela and Michael Curry        | TBD                                   | Bowling Green    | KY    | TBD      | (270) 302-3103   |
|   | Chandra Capers                                 | Cavelle Mollineaux              | TBD                                   | Campbellsville   | KY    | TBD      | (757) 589-7007   |
|   | Ashish and Raj                                 | Patel                           | 2416 Baxter Avenue                    | Crescent Springs | KY    | 41017    | (859) 360-6705   |
| * | Nirav, Arjuben, Nikita and                     | Hiteshkumar Patel               | 1811 North Dixie Highway, Suite 106   | Elizabethtown    | KY    | 42701    | (270) 569-1840   |
| * | Hiteshkumar, Arjuben, Nirav G. and Nikita      | Patel                           | TBD                                   | Elizabethtown    | KY    | TBD      | (216) 570-5911   |
|   | Sureshkumar "Suresh" and Sunil                 | Patel                           | 6785 Houston Road, Suite 200          | Florence         | KY    | 41042    | (859) 817-0395   |
|   | Paul Rhodes                                    | Armi Tisha Grace Aguilar Rhodes | 7121 C Avenue                         | Fort Campbell    | KY    | 42223    | (270) 605-1170   |
|   | Michael                                        | Crawley                         | 127 Gold Vault Road                   | Fort Knox        | KY    | 40121    | (502) 378-0555   |
|   | Hiren                                          | Patel                           | 1303 US Highway 127 S Suite 405       | Frankfort        | KY    | 40601    | (502) 352-9418   |
|   | Ekadashi, Priyanka, Rohitkumar, and            | Komalben Patel                  | 98 Finley Drive, Suite 400            | Georgetown       | KY    | 40324    | (502) 370-4607   |
| * | Sean and Jennifer Byrne, Mark and Liane Riney, | Angela and Michael Curry        | TBD                                   | Glasgow          | KY    | TBD      | (270) 302-3103   |
| * | Sanket and Priyankaben                         | Patel                           | TBD                                   | Henderson        | KY    | TBD      | (312) 340-0078   |
| * | Sunil, Jigar and Manisha                       | Patel                           | TBD                                   | Highland Heights | KY    | TBD      | (513) 349-4535   |
|   | Rakesh                                         | Patel                           | 1407 East Crystal Drive Suite D       | Lagrange         | KY    | 40031    | (502) 393-4741   |
|   | Richard and Jeffery                            | Derrickson                      | 3181 Beaumont Centre Circle Suite 112 | Lexington        | KY    | 40513    | (859) 223-0032   |
|   | Ashish, Neha, and Raj                          | Patel                           | 385 Rose Street                       | Lexington        | KY    | 40508    | (478) 230-8582   |
| * | Neha and Ashish                                | Patel                           | 3090 Helmsdale Place, Suite 390       | Lexington        | KY    | 40509    | (937) 823-1872   |
|   | Ashish and Neha                                | Patel                           | TBD                                   | Lexington        | KY    | TBD      | (937) 823-1872   |
|   | Nimisha and Bhumikaben                         | Patel                           | TBD                                   | Lexington        | KY    | TBD      | (352) 233-8777   |
|   | Bhumikaben and Nimisha                         | Patel                           | TBD                                   | Lexington        | KY    | TBD      | (352) 234-7368   |
|   | Urmilaben and Nirajkumar                       | Patel                           | TBD                                   | London           | KY    | TBD      | (570) 556-6112   |
| * | Brett and Brent                                | Lynch                           | 4114 Summit Plaza Drive               | Louisville       | KY    | 40241    | (502) 384-4386   |

|   | FIRST NAME                                     | LAST NAME                | STORE ADDRESS                  | CITY           | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|------------------------------------------------|--------------------------|--------------------------------|----------------|-------|----------|------------------|
| * | 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   |
| * | Nirav, Arjuben, Nikita and                     | Hiteshkumar Patel        | 305 West Cardinal Boulevard    | Louisville     | KY    | 40208    | (502) 290-0008   |
| * | Ankit "Andy"                                   | Patel                    | 504 North 12th Street, Suite D | Murray         | KY    | 42071    | (270) 873-1033   |
| * | Ankit "Andy"                                   | Patel                    | TBD                            | Murray         | KY    | TBD      | (201) 706-0560   |
| * | Ankit "Andy"                                   | Patel                    | TBD                            | Murray         | KY    | TBD      | (201) 706-0560   |
| * | Ramilaben and Sureshkumar Patel                | Ankit Patel              | 1709 Monmouth Street, Suite D  | Newport        | KY    | 41071    | (859) 814-8081   |
| * | Neha and Ashish                                | Patel                    | 177 East Brannon Road          | Nicolosville   | KY    | 40356    | (859) 368-9748   |
|   | Sean and Jennifer Byrne                        | Mark and Liane Riney     | 2804 Frederica Street          | Owensboro      | KY    | 42301    | (270) 713-0295   |
|   | Sean and Jennifer Byrne, Mark and Liane Riney, | Angela and Michael Curry | 3250 Hayden Road, Suite 1      | Owensboro      | KY    | 42303    | (270) 302-3103   |
|   | Ankit "Andy"                                   | Patel                    | 4793 Village Square Suite H    | Paducah        | KY    | 42001    | (270) 557-7348   |
|   | Mahendrakumar and Bhumikaben                   | Patel                    | 440 Eastern Bypass, Suite 2    | Richmond       | KY    | 40475    | (859) 544-6016   |
|   | Rakesh                                         | Patel                    | 1641 Midland Trail             | Shelbyville    | KY    | 40065    | (502) 513-5023   |
|   | Hiren                                          | Patel                    | 161 Paroquet Springs Drive     | Shepherdsville | KY    | 40165    | (502) 393-4898   |
|   | Bimal, Rakeshkumar and Anita                   | Patel                    | TBD                            | Somerset       | KY    | TBD      | (810) 410-8461   |
| * | Sunil, Jigar and Manisha                       | Patel                    | TBD                            | Union          | KY    | TBD      | (513) 349-4535   |
| * | Neha and Ashish                                | Patel                    | 1600 Bypass Road               | Winchester     | KY    | 40391    | (859) 355-5602   |
| * | Terry                                          | Myers                    | 2235 S MacArthur Drive         | Alexandria     | LA    | 71301    | (318) 704-0486   |
| * | Terry                                          | Myers                    | 455 Curtiss Road               | Barksdale AFB  | LA    | 71110    | (318) 584-6101   |
| * | Jean-Marc, Mark and Yuvonka                    | Brown                    | 324 Lee Drive                  | Baton Rouge    | LA    | 70808    | (225) 256-3385   |
| * | Christopher                                    | Herbert                  | 8670 Airline Drive             | Baton Rouge    | LA    | 70815    | (225) 408-3806   |

|   | FIRST NAME                            | LAST NAME       | STORE ADDRESS                             | CITY         | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|---------------------------------------|-----------------|-------------------------------------------|--------------|-------|----------|------------------|
| * | Christopher                           | Herbert         | TBD                                       | Baton Rouge  | LA    | TBD      | (337) 660-8624   |
| * | Terry                                 | Myers           | 3107 Airline Drive, Suite 100             | Bossier City | LA    | 71111    | (318) 562-1936   |
|   | BJ Crist                              | Gustavo Rezende | 3730 NW Evangeline Throughway, Suite A    | Carencro     | LA    | 70520    | (337) 565-2660   |
| * | Christopher                           | Herbert         | 14385 Grand Settlement Boulevard, Suite D | Central      | LA    | 70818    | (337) 660-8624   |
| * | Douglas Fair                          | Christian Short | 70360 Highway 21, Suite 1                 | Covington    | LA    | 70433    | (504) 813-1679   |
|   | Jean-Marc, Mark, Ja'vyon, and Yuvonka | Brown           | 577 Highway 30                            | Gonzales     | LA    | 70737    | (225) 647-6206   |
| * | BJ Crist                              | Gustavo Rezende | TBD                                       | Houma        | LA    | TBD      | (504) 473-1142   |
|   | BJ Crist                              | Claire Foret    | 458 Heymann Boulevard Suite B             | Lafayette    | LA    | 70503    | (337) 456-3933   |
|   | BJ Crist                              | Gustavo Rezende | 1512 Ambassador Cafferey Parkway #7       | Lafayette    | LA    | 70506    | (337) 412-6090   |
| * | BJ Crist                              | Gustavo Rezende | 4601 Ambassador Caffery Parkway Suite 200 | Lafayette    | LA    | 70508    | (337) 534-0287   |
| * | BJ Crist                              | Gustavo Rezende | 6718 Johnston Street                      | Lafayette    | LA    | 70503    | (337) 534-0449   |
| * | BJ Crist                              | Gustavo Rezende | TBD                                       | Lake Charles | LA    | TBD      | (504) 473-1142   |
| * | BJ Crist                              | Gustavo Rezende | 3723 Nelson Road, Suite 100               | Lake Charles | LA    | 70605    | (337) 240-9010   |
| * | Terry                                 | Myers           | TBD                                       | Monroe       | LA    | TBD      | (318) 308-3138   |
| * | BJ Crist                              | Gustavo Rezende | 1200 E. Admiral Doyle Drive Suite C       | New Iberia   | LA    | 70560    | (504) 256-6505   |
| * | Douglas Fair                          | Christian Short | TBD                                       | New Orleans  | LA    | TBD      | (504) 812-2057   |
| * | Douglas Fair                          | Christian Short | TBD                                       | New Orleans  | LA    | TBD      | (504) 812-2057   |
| * | Terry                                 | Myers           | 2913 Monroe Highway, Unit A               | Pineville    | LA    | 71360    | (318) 625-7166   |
| * | David                                 | Oliveaux        | TBD                                       | Port Allen   | LA    | TBD      | (404) 933-2340   |
| * | Terry                                 | Myers           | TBD                                       | Ruston       | LA    | TBD      | (318) 308-3138   |
| * | Jean-Marc, Mark and Yuvonka           | Brown           | TBD                                       | TBD          | LA    | TBD      | (318) 792-8884   |
| * | BJ Crist                              | Gustavo Rezende | TBD                                       | Thibodaux    | LA    | TBD      | (337) 296-7374   |
| * | David                                 | Oliveaux        | TBD                                       | Zachary      | LA    | TBD      | (404) 933-2340   |
|   | Pete and Tiffany                      | George          | 100 Macy Street, Suite F                  | Amesbury     | MA    | 01913    | (978) 834-5015   |
| * | Dhruv and Priyanka                    | Patel           | TBD                                       | Amherst      | MA    | TBD      | (302) 841-0210   |

|   | FIRST NAME                                     | LAST NAME              | STORE ADDRESS               | CITY           | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|------------------------------------------------|------------------------|-----------------------------|----------------|-------|----------|------------------|
| * | Ripal                                          | Patel                  | TBD                         | Anover         | MA    | TBD      | (352) 857-4543   |
| * | Urvi, Ripal, Mukeshkumar and Parth             | Patel                  | 43 Dodge Street Suite A-245 | Beverly        | MA    | 01915    | (978) 529-2903   |
| * | Ripal, Parth G., Mukeshkumar and Urvi          | Patel                  | TBD                         | Beverly        | MA    | TBD      | (352) 857-4543   |
|   | Koushik Koganti                                | Mitesh and Niral Patel | 1122 Boylston Street        | Boston         | MA    | 02215    | (617) 982-6873   |
| * | Dishantkumar Patel                             | Lakhvir Singh          | TBD                         | Boston         | MA    | TBD      | (617) 785-6577   |
| * | Dishantkumar Patel                             | Lakhvir Singh          | TBD                         | Boston         | MA    | TBD      | (617) 785-6577   |
| * | Rohitkumar and Gineshkumar                     | Patel                  | TBD                         | Boston         | MA    | TBD      | (229) 733-8640   |
| * | Rohitkumar and Gineshkumar                     | Patel                  | TBD                         | Boston         | MA    | TBD      | (314) 412-8696   |
| * | Rohitkumar, Gineshkumar, Shivam and Mukeshbhai | 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   |
| * | Dhruv                                          | Patel                  | TBD                         | Braintree      | MA    | TBD      | (302) 841-0210   |
|   | Vijaykumar and Smit                            | Patel                  | TBD                         | Bridgewater    | MA    | TBD      | (508) 509-2083   |
|   | Rohitkumar and Gineshkumar                     | Patel                  | TBD                         | Brighton       | MA    | TBD      | (229) 733-8640   |
| * | 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   |
|   | Anthony and Tony Vicente                       | Ollie Spears           | TBD                         | Brockton       | MA    | TBD      | (508) 649-3125   |
|   | Ripal, Parth, and Urvi                         | Patel                  | 55 Drum Hill Road           | Chelmsford     | MA    | 01824    | (978) 710-4310   |
| * | Mitasvil "Mit" and Jitendrakumar "Jiten"       | Patel                  | TBD                         | Everett        | MA    | TBD      | (617) 390-6337   |
|   | Karyn                                          | Ferreira               | 15 Saraha's Way             | Fairhaven      | MA    | 02719    | (774) 202-0321   |

|   | FIRST NAME                               | LAST NAME        | STORE ADDRESS                     | CITY            | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|------------------------------------------|------------------|-----------------------------------|-----------------|-------|----------|------------------|
| * | Gilbert and Ana                          | DeSousa          | 450 William Canning Boulevard     | Fall River      | MA    | 02721    | (774) 357-5153   |
|   | Shahil, Harshadkumar, and Sunnykumar     | Patel            | 22 Patriot Place #118             | Foxborough      | MA    | 02035    | (774) 215-0277   |
|   | Sandra and Kevin                         | Jennings         | 6 Foxborough Boulevard, Suite 610 | Foxborough      | MA    | 02035    | (774) 215-0549   |
| * | Mitasvil "Mit" and Jitendrakumar "Jiten" | Patel            | TBD                               | Framingham      | MA    | TBD      | (540) 842-0338   |
| * | Kishan Patel                             | Mohil Sopariwala | TBD                               | Franklin        | MA    | TBD      | (781) 975-6818   |
| * | Christopher "Chris" and Glen             | Baker            | TBD                               | Haverhill       | MA    | TBD      | (603) 627-5642   |
| * | Christopher "Chris" and Glen             | Baker            | 400 Lowell Avenue, Unit 9         | Haverhill       | MA    | 01832    | (315) 217-2400   |
|   | Gilberto and Connie                      | Medeiros         | 489 Bearses Way                   | Hyannis         | MA    | 02601    | (508) 827-4598   |
|   | Krunalkumar and Reena                    | Patel            | TBD                               | Leominster      | MA    | TBD      | (978) 399-9313   |
|   | Peter and James                          | Bellomo          | TBD                               | Marlborough     | MA    | TBD      | (508) 654-1228   |
| * | Dhruv and Priyanka                       | Patel            | TBD                               | Marlborough     | MA    | TBD      | (302) 841-0210   |
|   | Vatsal                                   | Patel            | TBD                               | Mashpee         | MA    | TBD      | (978) 855-9803   |
| * | Christopher "Chris" and Glen             | Baker            | 90 Pleasant Valley Street         | Methuen         | MA    | 01844    | (351) 277-4600   |
| * | Kishan Patel                             | Mohil Sopariwala | TBD                               | Milford         | MA    | TBD      | (781) 975-6818   |
|   | Deep                                     | Patel            | TBD                               | Millbury        | MA    | TBD      | (774) 502-5421   |
|   | Karyn                                    | Ferreira         | 606 Tarkiln Hill Road             | New Bedford     | MA    | 02745    | (774) 305-4946   |
|   | Gilbert and Ana                          | DeSousa          | 85A Faunce Corner Mall Road       | North Dartmouth | MA    | 02747    | (508) 858-5456   |
|   | Urvi, Ripal, Mosam and Parth             | Patel            | 240 Andover Street                | Peabody         | MA    | 01960    | (978) 717-5649   |
|   | David                                    | Costa            | 128B Colony Place                 | Plymouth        | MA    | 02360    | (774) 283-4493   |
| * | Dhruv                                    | Patel            | TBD                               | Quincy          | MA    | TBD      | (302) 841-0210   |
| * | Dhruv                                    | Patel            | TBD                               | Randolph        | MA    | TBD      | (302) 841-0210   |
| * | Dishantkumar and Rajendra Patel          | Lakhvir Singh    | TBD                               | Revere          | MA    | TBD      | (617) 785-6577   |
| * | Ripal                                    | Patel            | TBD                               | Rewksbury       | MA    | TBD      | (352) 857-4543   |
|   | Mitasvil "Mit" and Jitendrakumar "Jiten" | Patel            | 352A Broadway, Route 1            | Saugus          | MA    | 01906    | (781) 813-3090   |

|   | FIRST NAME                          | LAST NAME        | STORE ADDRESS                         | CITY                    | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|-------------------------------------|------------------|---------------------------------------|-------------------------|-------|----------|------------------|
|   | Sandra and Kevin                    | Jennings         | 20 Commerce Way                       | Seekonk                 | MA    | 02771    | (774) 229-2939   |
| * | Dhruv and Priyanka                  | Patel            | TBD                                   | Shrewsbury              | MA    | TBD      | (302) 841-0210   |
|   | Urvi, Ripal, Mosam and Parth        | Patel            | 450 Paradise Road                     | Swampscott              | MA    | 01907    | (781) 842-4697   |
|   | Kevin and Sandra                    | Jennings         | TBD                                   | Swansea                 | MA    | TBD      | (508) 991-1754   |
| * | Christopher "Chris" and Glen        | Baker            | TBD                                   | TBD                     | MA    | TBD      | (603) 627-5642   |
|   | Dhruv                               | Patel            | TBD                                   | Walpole                 | MA    | TBD      | (302) 841-0210   |
|   | Karyn                               | Ferreira         | TBD                                   | Wareham                 | MA    | TBD      | (508) 742-5934   |
| * | Urvi, Ripal, Parth, and Mukeshkumar | Patel            | 174 Littleton Road                    | Westford                | MA    | 01886    | (978) 496-1738   |
| * | Dhruv                               | Patel            | TBD                                   | Weymouth                | MA    | TBD      | (302) 841-0210   |
| * | Dishantkumar and Rajendra Patel     | Lakhvir Singh    | TBD                                   | Woburn                  | MA    | TBD      | (617) 785-6577   |
|   | Yamini and Kush                     | Patel            | 81 Goldstar Boulevard                 | Worcester               | MA    | 01606    | (774) 351-1782   |
|   | Dawn and Eric                       | Metz             | 3662 Churchville Road                 | Aberdeen                | MD    | 21001    | (443) 327-8352   |
|   | Dawn and Eric                       | Metz             | 6487 Aberdeen Boulevard Building 2401 | Aberdeen Proving Ground | MD    | 21005    | (443) 327-8693   |
|   | Rafik Fouad                         | Balsam Shawky    | 13531 Connecticut Avenue              | Aspen Hill              | MD    | 20906    | (240) 833-8583   |
| * | Shirlean                            | Gatling          | TBD                                   | Baltimore               | MD    | TBD      | (301) 775-4132   |
| * | Shirlean                            | Gatling          | TBD                                   | Baltimore               | MD    | TBD      | (301) 775-4132   |
|   | Donnia Alexander                    | Ahamadu Sirleaf  | 2400 Boston Street, Suite 118         | Baltimore               | MD    | 21224    | (410) 623-5149   |
| * | 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   |
| * | Syed Iqbal                          | Sebastine Elendu | TBD                                   | Baltimore               | MD    | TBD      | (302) 494-8972   |
| * | Syed Iqbal                          | Sebastine Elendu | TBD                                   | Baltimore               | MD    | TBD      | (302) 494-8972   |
|   | Syed Iqbal                          | Sebastine Elendu | 1835 Ashland Avenue                   | Baltimore City          | MD    | 21205    | (443) 869-3873   |
|   | David and Alesha                    | Magby            | 1522 Havenwood Road                   | Baltimore City          | MD    | 21218    | (443) 438--5219  |
|   | Dawn and Eric                       | Metz             | 331 Baltimore Pike, Suite #1          | Bel Air                 | MD    | 21014    | (410) 387-4352   |
|   | Dawn and Eric                       | Metz             | 2698 Admiral Lane, Suite 3            | Bel Air                 | MD    | 21015    | (410) 734-5240   |
|   | Samarpit and Ghanshyam Patel        | Rohan Pandya     | TBD                                   | Bethesda                | MD    | TBD      | (215) 964-8802   |

| FIRST NAME                              | LAST NAME                       | STORE ADDRESS                                               | CITY            | STATE | ZIP CODE | TELEPHONE NUMBER |
|-----------------------------------------|---------------------------------|-------------------------------------------------------------|-----------------|-------|----------|------------------|
| Manish and Meenal                       | Singh                           | 4731A Elm Street                                            | Bethesda        | MD    | 20814    | (240) 800-3832   |
| Toya Evans, Chanel Grant                | Lauren Williamson               | Walter Reed Navy Exchange 8901 Wisconsin Avenue Building 82 | Bethesda        | MD    | 20889    | (240) 800-3974   |
| Toya Evans, Chanel Grant                | Lauren Williamson               | 15475 Annapolis Road Suite 150                              | Bowie           | MD    | 20715    | (301) 805-2829   |
| Clement, Jacqueline, Jocelyn and Jordan | Troutman                        | 10250 Martin Luther King Junior Highway Suite 800           | Bowie           | MD    | 20720    | (240) 828-5847   |
| Arpit and Shwetank                      | Patel                           | 15805 Robert South Crain Highway, Suite H                   | Brandywine      | MD    | 20613    | (240) 681-3299   |
| Adebolugbe                              | Adubi                           | 15638 Old Columbia Pike                                     | Burtonsville    | MD    | 20866    | (240) 389-1867   |
| Kirk and Zakary Purcell                 | Mary Elizabeth Purcell Leskinen | 44980 St. Andrews Church Road, Suite C                      | California      | MD    | 20619    | (240) 237-8552   |
| Clement and Jacqueline                  | Troutman                        | 1801 Ritchie Station Court, Suite 400                       | Capitol Heights | MD    | 20743    | (301) 336-1719   |
| * Sandipkumar "Sandip" and Darshnaben   | Patel                           | 5644 Baltimore National Pike                                | Catonsville     | MD    | 21228    | (443) 341-6232   |
| * Oubab                                 | Khalil                          | TBD                                                         | Clarksburg      | MD    | TBD      | (214) 519-4646   |
| Isha                                    | Katohora                        | 8805 Woodyard Road                                          | Clinton         | MD    | 20735    | (240) 318-5095   |
| Majdi                                   | Labwam                          | 112 Shawan Road #4                                          | Cockeysville    | MD    | 21030    | (443) 318-4520   |
| Mitesh and Jigna                        | Patel                           | 10260 Baltimore Avenue Suite I                              | College Park    | MD    | 20740    | (240) 391-6082   |
| Paulo Ifurung                           | Kwang-woo Choi                  | 6455 Dobbin Road, Suite 35                                  | Columbia        | MD    | 21045    | (410) 730-6564   |
| Samarpit and Ghanshyam Patel            | Rohan Pandya                    | 10730 Little Patuxent Parkway Suite 3B                      | Columbia        | MD    | 21044    | (410) 639-5074   |
| * Manish and Meenal                     | Singh                           | 1417 Meritt Boulevard, Unit A1                              | Dundalk         | MD    | 21222    | (202) 503-6217   |
| Grayling and Sandra                     | Lucas                           | 10137 Ward Road                                             | Dunkirk         | MD    | 20754    | (301) 327-5414   |
| SudhirKumar                             | Mehta                           | 220-A Marlboro Avenue                                       | Easton          | MD    | 21601    | (410) 822-2340   |
| Majdi                                   | Labwam                          | 6400B Ridge Street                                          | Eldersburg      | MD    | 21784    | (443) 398-8215   |
| Dawn and Eric                           | Metz                            | 108 Big Elk Mall                                            | Elkton          | MD    | 21921    | (667) 215-0329   |
| Shwetank                                | Patel                           | 9150 Baltimore National Pike                                | Ellicot City    | MD    | 21042    | (410) 680-8048   |
| Manish and Meenal                       | Singh                           | 980 Swan Creek Road E                                       | Fort Washington | MD    | 20744    | (301) 485-0963   |
| Tameka                                  | Davis                           | 211 Shorebird Street Suite C                                | Frederick       | MD    | 21701    | (301) 644-0417   |
| Tameka                                  | Davis                           | 3254 A Bennett Creek Avenue                                 | Frederick       | MD    | 21704    | (240) 341-2068   |

| FIRST NAME                                 | LAST NAME         | STORE ADDRESS                           | CITY                 | STATE | ZIP CODE | TELEPHONE NUMBER |
|--------------------------------------------|-------------------|-----------------------------------------|----------------------|-------|----------|------------------|
| Tameka                                     | Davis             | TBD                                     | Frederick            | MD    | TBD      | (301) 305-0101   |
| Rafik Fouad                                | Balsam Shawky     | 554 N Frederick Avenue Unit 9           | Gaithersburg         | MD    | 20877    | (301) 987-7373   |
| Rafik Fouad                                | Balsam Shawky     | TBD                                     | Gaithersburg         | MD    | TBD      | (703) 966-7753   |
| Kalion Dickens                             | Shirlean Gatling  | 2389 Brandermill Boulevard Suite 104    | Gambrills            | MD    | 21054    | (410) 721-5800   |
| Manoj, Darshnaben and Sandipkumar "Sandip" | Patel             | 19828 Century Boulevard                 | Germantown           | MD    | 20874    | (240) 912-7286   |
| Sandipkumar "Sandip" and Darshnaben        | Patel             | 6710 Governor Ritchie Highway           | Glen Burnie          | MD    | 21061    | 240-387-9851     |
| Dipali and Vijay                           | Patel             | 17997 Garland Groh Boulevard            | Hagerstown           | MD    | 21740    | (301) 244-0395   |
| Vijay Patel                                | Pallavi Vyas      | 3611 Washington Boulevard Suite #103    | Halethorpe           | MD    | 21227    | (443) 575-6258   |
| Arpit and Shwetank                         | Patel             | 7645 Arundel Mills Boulevard, Space #90 | Hanover              | MD    | 21076    | (443) 755-5939   |
| Manish and Meenal                          | Singh             | 3500 East West Highway, Unit 1416A      | Hyattsville          | MD    | 20782    | (443) 878-8778   |
| Toya Evans, Chanel Grant                   | Lauren Williamson | 1811 G Street, Suite B0007              | Joint Base Andrews   | MD    | 20762    | (240) 619-3856   |
| Jacob                                      | Razeq             | 105 Drury Lane Unit E                   | La Plata             | MD    | 20646    | (240) 901-2943   |
| Toya Evans, Chanel Grant                   | Lauren Williamson | 6300 Annapolis Road, Suite 5            | Landover Hills       | MD    | 20784    | (301) 773-1701   |
| Arpit, Samarpit, and Shwetank              | Patel             | 927 Washington Boulevard                | Laurel               | MD    | 20707    | (240) 280-1674   |
| Jason                                      | Chan              | 2159 York Road, Unit B                  | Lutherville Timonium | MD    | 21093    | (410) 252-5288   |
| Dipali and Vijay                           | Patel             | 307 East Ridgeville Boulevard           | Mt. Airy             | MD    | 21771    | (301) 703-5618   |
| Pallavi Vyas, Amit Kothari                 | Vijay Patel       | 8911 Belair Road Suite C                | Nottingham           | MD    | 21236    | (443) 819-1799   |
| Kennith and Antoinette                     | Bailey            | TBD                                     | Odenton              | MD    | TBD      | (301) 641-2280   |
| Manoj, Darshnaben and Sandipkumar "Sandip" | Patel             | TBD                                     | Olney                | MD    | TBD      | (540) 529-7815   |
| Monica                                     | McCottry          | 10995 Owing Mills Boulevard             | Owing Mills          | MD    | 21117    | (443) 352-8255   |
| Isha                                       | Katohora          | 6019 Oxon Hill Road Unit B              | Oxon Hill            | MD    | 20745    | (301) 302-8990   |

|   | FIRST NAME                              | LAST NAME                       | STORE ADDRESS                        | CITY             | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|-----------------------------------------|---------------------------------|--------------------------------------|------------------|-------|----------|------------------|
| * | Sandipkumar "Sandip" and Darshnaben     | Patel                           | TBD                                  | Parkville        | MD    | TBD      | (201) 270-7014   |
| * | Majdi                                   | Labwam                          | 7603 Harford Road                    | Parkville        | MD    | 21234    | (443) 438-5268   |
| * | Majdi                                   | Labwam                          | 2043 East Joppa Road                 | Parkville        | MD    | 21234    | (443) 464-0911   |
| * | Sandipkumar "Sandip" and Darshnaben     | Patel                           | 8000 Jumpers Hole Road, Suite 1A     | Pasadena         | MD    | 21122    | (443) 305-2639   |
|   | Chip                                    | Ng                              | 1809 Reistertown Road #150           | Pikesville       | MD    | 21208    | (410) 415-5420   |
|   | Kirk and Zakary Purcell                 | Mary Elizabeth Purcell Leskinen | 57 Harrow Lane                       | Prince Frederick | MD    | 20678    | (443) 295-7636   |
|   | Warren                                  | Thompson                        | 60665 Student Service Center         | Princess Anne    | MD    | 21853    | (410) 651-6266   |
| * | Mitesh                                  | Patel                           | 11907 Reistertown Road, Suite B      | Reistertown      | MD    | 21136    | (410) 213-5100   |
|   | Mitesh                                  | Patel                           | 10052 Darnestown Road                | Rockville        | MD    | 20850    | (301) 978-7662   |
| * | Balsam Shawky                           | Rafik Fouad                     | 11620 Rockville Pike                 | Rockville        | MD    | 20852    | (240) 221-3387   |
| * | Rafik Fouad                             | Balsam Shawky                   | TBD                                  | Rockville        | MD    | TBD      | (703) 966-9004   |
|   | Majdi                                   | Labwam                          | 8652 Pulaski Highway C-2             | Rosedale         | MD    | 21237    | (443) 559-6856   |
| * | 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   |
| * | Sandipkumar "Sandip" and Darshnaben     | Patel                           | 366 Ritchie Highway                  | Severna Park     | MD    | 21146    | (410) 432-2112   |
|   | Arpit and Shwetank                      | Patel                           | 12263 Tech Road                      | Silver Spring    | MD    | 20904    | (240) 531-2138   |
|   | Clement, Jacqueline, Jocelyn and Jordan | Troutman                        | TBD                                  | Silver Spring    | MD    | TBD      | (443) 677-4513   |
| * | Manish and Meenal                       | Singh                           | 16 University Boulevard East         | Silver Springs   | MD    | 20901    | (240) 641-4187   |
|   | David Magby, Ronald Hicks               | Alesha Magby fka Alesha Hicks   | 3737 Branch Avenue                   | Temple Hills     | MD    | 20748    | (240) 619-5778   |
| * | Jason                                   | Chan                            | 730 York Road Suite 104              | Towson           | MD    | 21204    | (410) 296-8888   |
|   | Kennith and Antoinette                  | Bailey                          | 7607 Robert Crain Highway Suite B110 | Upper Marlboro   | MD    | 20772    | (301) 574-8069   |
|   | Clement, Jacqueline, Jocelyn and Jordan | Troutman                        | TBD                                  | Upper Marlboro   | MD    | TBD      | (443) 677-4513   |
|   | Arpit and Shwetank                      | Patel                           | 3390 Lenoardtwn Road                 | Waldorf          | MD    | 20601    | (301) 638-3291   |
| * | Mitesh                                  | Patel                           | TBD                                  | Westminster      | MD    | TBD      | (501) 240-8919   |

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|------------------------------------|-------------------|------------------------------------------|---------------------|-------|----------|------------------|
| Majdi                              | Labwam            | 265 Baltimore Boulevard Unit 5           | Westminster         | MD    | 21157    | (443) 289-9692   |
| Manish and Meenal                  | Singh             | TBD                                      | Wheaton             | MD    | TBD      | (240) 320-5530   |
| Majdi                              | Labwam            | 8041 Liberty Road #5                     | Windsor Mill        | MD    | 21244    | (410) 701-8706   |
| Pete and Tiffany                   | George            | 426 Alfred Street                        | Biddeford           | ME    | 04005    | (207) 494-8183   |
| Pete and Tiffany                   | George            | 45 Western Avenue                        | South Portland      | ME    | 04106    | (207) 871-9991   |
| Jerry Bobchick                     | James McClanaghan | 1367 Division Street                     | Adrian              | MI    | 49221    | (517) 920-4845   |
| * Salem                            | Najjar            | 14595 Southfield Road                    | Allen Park          | MI    | 48101    | (313) 789-3370   |
| Charles and Christopher            | Cabana            | TBD                                      | Alpena              | MI    | TBD      | (734) 664-4122   |
| Kevin Postill, Gary Goodin         | Wassim Abousamra  | 607 Liberty Street                       | Ann Arbor           | MI    | 48104    | (734) 585-0266   |
| Deborah                            | LeMieux-King      | 885 W. Eisenhower Parkway                | Ann Arbor           | MI    | 48103    | (734) 882-2971   |
| Salem                              | Najjar            | 3400 Washtenaw Avenue                    | Ann Arbor           | MI    | 48104    | (734) 418-2333   |
| Ali El-Moussawi                    | Ali Hamouch       | 5609 Jackson Road, Suite 107             | Ann Arbor           | MI    | 48103    | (734) 929-5330   |
| 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   |
| Eduardo Ramos                      | Corina Groeger    | 5466 Beckley Road Suite A                | Battle Creek        | MI    | 49015    | (269) 589-6040   |
| Ryan and Jeffrey                   | Kaleto            | 4041 North Euclid                        | Bay City            | MI    | 48706    | (989) 667-8770   |
| Paul                               | Goldman           | TBD                                      | Bellevue            | MI    | TBD      | (248) 321-4222   |
| Jeffrey and Ryan Kaleto            | Matt Outman       | 840 S. State Street                      | Big Rapids          | MI    | 49307    | (231) 629-8707   |
| * Salem                            | Najjar            | 33353 Woodward Avenue                    | Birmingham          | MI    | 48009    | (248) 283-3370   |
| * Margaret Turner, Marshall Dodson | Fred Minturn      | 2510 S Telegraph Road Suite A            | Bloomfield Hills    | MI    | 48302    | (248) 221-5727   |
| Hani                               | Halloun           | TBD                                      | Bloomfield Township | MI    | TBD      | (810) 397-1891   |
| Hani                               | Halloun           | 10049 East Grand River Avenue Suite 1100 | Brighton            | MI    | 48116    | (810) 360-0255   |
| * Charles and Christopher          | Cabana            | 8860 E 34 Road                           | Cadillac            | MI    | 49601    | (231) 468-2639   |
| * Hani                             | Halloun           | 44991 Ford Road                          | Canton              | MI    | 48187    | (734) 431-6969   |
| Hani                               | Halloun           | TBD                                      | Canton              | MI    | TBD      | (810) 397-1891   |
| Jerry Bobchick                     | James McClanaghan | 27805 23 Mile Road                       | Chesterfield        | MI    | 48051    | (586) 649-7729   |

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|-----------------------------------|------------------|------------------------------------|-----------------------|-------|----------|------------------|
| Margaret Turner, Marshall Dodson  | Fred Minturn     | 6459 Dixie Highway                 | Clarkston             | MI    | 48346    | (248) 922-9000   |
| Margaret Turner, Marshall Dodson  | Fred Minturn     | 7150 Sashabaw Road                 | Clarkston             | MI    | 48347    | (248) 620-8005   |
| Hani                              | Halloun          | 1569 North Main Street, Suite A    | Clawson               | MI    | 48017    | (248) 629-7041   |
| * Paul                            | Dudgeon          | 15600 Hall Road, Unit A-1          | Clinton Township      | MI    | 48038    | (586) 231-0436   |
| Paul Dudgeon                      | Dale McNabb      | 40027 South Groesbeck Highway      | Clinton Township      | MI    | 48036    | (586) 765-1831   |
| Hani                              | Halloun          | 5105 West Vienna Road              | Clio                  | MI    | 48420    | (810) 564-9993   |
| * Charles and Christopher         | Cabana           | 714 East Chicago Street            | Coldwater             | MI    | 49036    | (517) 924-1128   |
| Ian                               | Findlay          | 4863 Carroll Lake Road             | Commerce Township     | MI    | 48382    | (248) 716-9791   |
| Prajesh                           | Patel            | 703 South State Street             | Davison               | MI    | 48423    | (810) 412-5556   |
| Amy and Michael                   | Pohlod           | 22905 Michigan Avenue              | Dearborn              | MI    | 48124    | (313) 724-6216   |
| Salem Najjar                      | Saleh Ali        | 5858 Schaefer Road                 | Dearborn              | MI    | 48126    | (313) 636-1999   |
| * Salem                           | Najjar           | 26931 Ford Road                    | Dearborn Heights      | MI    | 48127    | (313) 789-3001   |
| Salem Najjar                      | Saleh Ali        | 220 Congress Street                | Detroit               | MI    | 48226    | (313) 462-4130   |
| Salem                             | Najjar           | 2240 East 8 Mile Road              | Detroit               | MI    | 48234    | (313) 474-4001   |
| Salem Najjar                      | Saleh Ali        | 7450 Woodward Avenue #100          | Detroit               | MI    | 48202    | (313) 889- 4002  |
| Ruth and David                    | Buko             | 1201 East Grand River Avenue       | East Lansing          | MI    | 48823    | (517) 708-8565   |
| * Ruth and David                  | Buko             | 1595 W Lake Lansing Road Suite 120 | East Lansing          | MI    | 48823    | (517) 993-5697   |
| * James "Jim" and Teri Guillaumin | Gerald Bobchick  | 22381 Gratiot Avenue               | Eastpointe            | MI    | 48021    | (586) 350-0505   |
| * Teri and James (Jim)            | Guillaumin       | TBD                                | Eastpointe or Detroit | MI    | TBD      | (248) 640-3201   |
| Hani                              | Halloun          | 34675 Grand River Avenue           | Farmington            | MI    | 48335    | (248) 482-7400   |
| Harold and Kathi                  | Bowen            | 4009 Owen Road                     | Fenton                | MI    | 48430    | (810) 714-4888   |
| * Salem                           | Najjar           | 23054 Woodward Avenue              | Ferndale              | MI    | 48220    | (248) 268-4303   |
| Deborah                           | LeMieux-King     | 2460 West Hill Road                | Flint                 | MI    | 48507    | (608) 665-9024   |
| Hani                              | Halloun          | 910 South Center Road              | Flint                 | MI    | 48503    | (810) 820-3644   |
| Harold Bowen                      | Trent Farnsworth | 2103 South Linden Road             | Flint Township        | MI    | 48532    | (810) 733-2100   |
| * Paul                            | Dudgeon          | 34521 Utica Road                   | Fraser                | MI    | 48026    | (586) 879-6731   |

|   | FIRST NAME              | LAST NAME      | STORE ADDRESS                         | CITY              | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|-------------------------|----------------|---------------------------------------|-------------------|-------|----------|------------------|
|   | Kevin Postill           | Gary Goodin    | TBD                                   | Ft Gratiot        | MI    | TBD      | (810) 650-5737   |
| * | Charles and Christopher | Cabana         | 1378 West Main Street                 | Gaylord           | MI    | 49735    | (989) 448-8696   |
|   | Deborah                 | LeMieux-King   | 2383 East Hill Road, Suite 1          | Grand Blanc       | MI    | 48439    | (810) 953-2233   |
|   | Ankit                   | Patel          | 410 N Becon Boulevard                 | Grand Haven       | MI    | 49417    | (616) 607-7407   |
|   | Hani                    | Halloun        | 2505 Alpine Avenue NW                 | Grand Rapids      | MI    | 49544    | (616) 551-0336   |
|   | Libby                   | McDonald       | 5088 28th Street SE                   | Grand Rapids      | MI    | 49512    | (616) 975-7777   |
|   | Hani                    | Halloun        | 5429 Northland Drive NE Suite E       | Grand Rapids      | MI    | 49525    | (616) 272-3558   |
|   | Hani                    | Halloun        | 6755 Kalamazoo Avenue SE              | Grand Rapids      | MI    | 49508    | (616) 803-0902   |
| * | Heather Hendrisken      | Darin Turner   | 1045 Michigan Street NE Suite A       | Grand Rapids      | MI    | 49503    | (616) 259-8700   |
|   | John Cleland            | Darin Turner   | 2040 East Beltline Avenue NE, Suite A | Grand Rapids      | MI    | 49525    | (616) 420-0044   |
|   | Darin                   | Turner         | TBD                                   | Grand Rapids      | MI    | TBD      | (586) 295-7131   |
|   | Harold                  | Bowen          | 4391 Canal Avenue SW                  | Grandville        | MI    | 49418    | (616) 719-1810   |
|   | Paul Dudgeon            | Sean Gowdy     | TBD                                   | Grosse Pointe     | MI    | TBD      | (586) 566-6319   |
| * | Paul                    | Dudgeon        | 26130 Crocker Boulevard               | Harrison Township | MI    | 48045    | (586) 741-8541   |
|   | Hani                    | Halloun        | 10006 West Highland Road              | Hartland          | MI    | 48353    | (810) 991-1155   |
|   | Joseph                  | Ford           | 2260 South Milford Road               | Highland Township | MI    | 48357    | (248) 529-3650   |
| * | John Cleland            | Darin Turner   | 3155 W Shore Drive                    | Holland           | MI    | 49424    | (616) 848-7606   |
|   | James and Mark White    | Mark Miceli    | 1455 N Michigan Avenue Suite 300      | Howell            | MI    | 48843    | (517) 618-7879   |
|   | Joseph Ford             | Michael Kort   | 1361 Boardman Road                    | Jackson           | MI    | 49202    | (517) 795-1220   |
|   | Eduardo Ramos           | Corina Groeger | 4315 West Main Street                 | Kalamazoo         | MI    | 49006    | (269) 382-4044   |
|   | Eduardo Ramos           | Corina Groeger | 5455 Gull Road, Suite A               | Kalamazoo         | MI    | 49048    | (269) 532-1550   |
| * | Trevor                  | Stange         | 3070 28th Street SE                   | Kentwood          | MI    | 49512    | (616) 551-0565   |
| * | Joseph                  | Ford           | 1176 South Lapeer Road                | Lake Orion        | MI    | 48360    | (586) 765-1831   |
|   | James and Jeffrey       | Lulek          | 3287 Sterns Road                      | Lambertville      | MI    | 48144    | (734) 568-6682   |
| * | Ruth and David          | Buko           | 6527 S Cedar Street                   | Lansing           | MI    | 48911    | (517) 483-2679   |
| * | Ruth and David          | Buko           | 4421 W Saginaw Highway                | Lansing           | MI    | 48917    | (517) 708-8138   |
|   | Ruth and David          | Buko           | 3214 East Michigan Avenue             | Lansing           | MI    | 48912    | (517) 721-1303   |
|   | Kevin Postill           | Gary Goodin    | 885 Baldwin Road                      | Lapeer            | MI    | 48446    | (810) 969-4674   |

|   | FIRST NAME                       | LAST NAME      | STORE ADDRESS                       | CITY            | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|----------------------------------|----------------|-------------------------------------|-----------------|-------|----------|------------------|
|   | Amy and Michael                  | Pohlod         | 30971 5 Mile Road, Suite B104       | Livonia         | MI    | 48154    | (734) 427-5500   |
|   | Scott                            | Meyer          | 29480 7 Mile Road                   | Livonia         | MI    | 48152    | (248) 957-6759   |
| * | Hani                             | Halloun        | 19790 Haggerty Road                 | Livonia         | MI    | 48152    | (734) 237-6748   |
| * | Paul                             | Dudgeon        | 18353 Hall Road                     | Macomb Township | MI    | 48044    | (586) 329-1973   |
|   | Hani                             | Halloun        | 200 W 12 Mile Road                  | Madison Heights | MI    | 48071    | (248) 951-2882   |
| * | Gary Goodin                      | Kevin Postill  | 2417 Gratiot Boulevard              | Marysville      | MI    | 48040    | (810) 824-3397   |
|   | Ryan and Jeffrey                 | Kaleto         | 6805 Eastman Avenue                 | Midland         | MI    | 48642    | (989) 835-6955   |
|   | Ryan and Jeffrey                 | Kaleto         | 985 South Saginaw Road              | Midland         | MI    | 48640    | (989) 835-2533   |
|   | Hani                             | Halloun        | 1111 N Telegraph Road               | Monroe          | MI    | 48162    | (734) 230-2080   |
|   | Ryan and Jeffrey                 | Kaleto         | 2332 South Mission Street           | Mount Pleasant  | MI    | 48858    | (989) 317-4800   |
| * | Trevor and Stephanie             | Strange        | 5220 S Harvey Street                | Muskegon        | MI    | 49444    | (231) 375-5805   |
|   | Salem                            | Najjar         | 15359 Beck Road                     | Northville      | MI    | 48168    | (734) 656-8640   |
| * | Joseph                           | Ford           | 48975 Grand River Avenue, Suite 900 | Novi            | MI    | 48374    | (248) 513-4430   |
| * | Joseph                           | Ford           | 43215 Grand River Avenue Suite B    | Novi            | MI    | 48375    | (248) 946-4031   |
| * | Ruth and David                   | Buko           | 3490 Okemos Road, Suite E           | Okemos          | MI    | 48864    | (517) 220-2870   |
|   | Deborah                          | LeMieux-King   | 1152 S Ortonville Road, Suite 1     | Ortonville      | MI    | 48462    | (248) 627-2677   |
|   | Deborah                          | LeMieux-King   | 1561 East Main Street               | Owosso          | MI    | 48867    | (989) 494-0090   |
| * | Joseph                           | Ford           | 595 N Lapeer Road                   | Oxford          | MI    | 48371    | (248) 800-4055   |
|   | Charles and Christopher          | Cabana         | 1374 Victories Lane                 | Petoskey        | MI    | 49770    | (231) 622-8544   |
|   | Eduardo Ramos                    | Corina Groeger | TBD                                 | Plainwell       | MI    | TBD      | (616) 490-9304   |
| * | Salem                            | Najjar         | 41544 Ann Arbor Road                | Plymouth        | MI    | 48170    | (734) 892-2927   |
| * | Kevin Postill                    | Gary Goodin    | 951 24th Street                     | Port Huron      | MI    | 48060    | (810) 479-9121   |
|   | Eduardo Ramos                    | Corina Groeger | 230 West Millham Street             | Portage         | MI    | 49024    | (269) 532-1802   |
|   | Amy and Michael                  | Pohlod         | 9019 Telegraph Road                 | Redford         | MI    | 48239    | (313) 740-7397   |
| * | Stephen Lippman                  | Paul Dudgeon   | 67213 Main Street                   | Richmond        | MI    | 48062    | (586) 430-4295   |
|   | Margaret Turner, Marshall Dodson | Fred Minturn   | 2913 Crooks Road                    | Rochester       | MI    | 48309    | (248) 852-4800   |
| * | Margaret Turner, Marshall Dodson | Fred Minturn   | 1288 Walton Boulevard               | Rochester Hills | MI    | 48307    | (248) 923-2700   |

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|---|----------------------------------|--------------------|--------------------------------|---------------------|-------|----------|------------------|
|   | Amy and Michael                  | Pohlod             | 8300 Merriman Road             | Romulus             | MI    | 48174    | (734) 895-1027   |
| * | Paul                             | Dudgeon            | 32098 Gratiot Avenue           | Roseville           | MI    | 48066    | (586) 343-8756   |
| * | Joseph                           | Lavigne            | 29486 Woodward Avenue          | Royal Oak           | MI    | 48073    | (248) 951-8987   |
|   | Ryan and Jeffrey                 | Kaleto             | 5815 Bay Road, Suite 700       | Saginaw             | MI    | 48604    | (989) 249-0499   |
|   | Ruth and David                   | Buko               | 5620 State Street              | Saginaw             | MI    | 48609    | (989) 401-7795   |
|   | Kevin Postill                    | Gary Goodin        | TBD                            | Saline              | MI    | TBD      | (810) 650-5737   |
| * | Paul                             | Dudgeon            | 14901 23 Mile Road             | Shelby Township     | MI    | 48315    | (586) 580-2179   |
| * | Paul                             | Dudgeon            | 46959 Van Dyke                 | Shelby Township     | MI    | 48317    | (586) 799-4074   |
| * | Joseph                           | Ford               | 25780 Pontiac Trail            | South Lyon          | MI    | 48178    | (248) 278-6336   |
|   | Hani                             | Halloun            | 29920 Telegraph Road           | Southfield          | MI    | 48034    | (248) 353-0725   |
|   | Hani                             | Halloun            | 26563 Evergreen                | Southfield          | MI    | 48076    | (248) 621-9000   |
|   | Hani                             | Halloun            | 29660 Southfield Road          | Southfield          | MI    | 48076    | (248) 327-7540   |
| * | Paul                             | Dudgeon            | 30114 Harper Avenue Suite 1    | St. Clair Shores    | MI    | 48082    | (586) 285-5032   |
|   | Paul                             | Dudgeon            | 22600 Greater Mack Avenue      | St. Clair Shores    | MI    | 48080    | (586) 552-5808   |
| * | Paul                             | Dudgeon            | 36645 Van Dyke Avenue          | Sterling Heights    | MI    | 48312    | (586) 272-2941   |
|   | Amy and Michael                  | Pohlod             | 7700 Telegraph Road            | Taylor              | MI    | 48180    | (313) 724-6188   |
|   | Salem Najjar                     | Saleh Ali          | 21316 Eureka Road              | Taylor              | MI    | 48180    | (734) 318-2222   |
| * | Darin Turner                     | John Cleland       | TBD                            | TBD                 | MI    | TBD      | (586) 295-7131   |
| * | Trevor and Stephanie             | Stange             | TBD                            | TBD                 | MI    | TBD      | (517) 599-1877   |
| * | Thomas Wedeven                   | Heather Hendriksen | TBD                            | TBD                 | MI    | TBD      | (616) 821-1985   |
|   | John-Paul Calka                  | Adam Kettlewell    | 718 Munson Avenue, Suite B     | Traverse City       | MI    | 49686    | (231) 938-6050   |
|   | John-Paul Calka                  | Adam Kettlewell    | 3664 N US-31 S                 | Traverse City       | MI    | 49684    | (231) 252-0335   |
|   | Hani                             | Halloun            | 1735 E Big Beaver Road Suite D | Troy                | MI    | 48083    | (248) 422-6966   |
|   | Hani                             | Halloun            | 4400 Lake Michigan Drive NE    | Walker              | MI    | 49534    | (616) 735-4119   |
| * | Paul Dudgeon                     | Ian Findlay        | 5353 E 12 Mile Road            | Warren              | MI    | 48092    | (586) 806-5888   |
| * | Paul                             | Dudgeon            | 25141 Hoover Road              | Warren              | MI    | 48089    | (586) 544-4110   |
| * | Paul                             | Dudgeon            | 57290 Van Dyke                 | Washington Township | MI    | 48094    | (586) 207-1070   |
|   | Margaret Turner, Marshall Dodson | Fred Minturn       | 5385 Highland Road, Ste 100    | Waterford           | MI    | 48327    | (248) 599-9572   |
|   | Walter                           | Bender             | 35131 E Michigan Avenue        | Wayne               | MI    | 48184    | (734) 895-6387   |

| FIRST NAME | LAST NAME                        | STORE ADDRESS          | CITY                                      | STATE           | ZIP CODE | TELEPHONE NUMBER     |
|------------|----------------------------------|------------------------|-------------------------------------------|-----------------|----------|----------------------|
|            | Prakash Tamhaney                 | Avinash Kotian         | 7354 Haggerty Road                        | West Bloomfield | MI       | 48322 (248) 788-3500 |
| *          | Thomas Wedeven                   | Heather Hendriksen     | TBD                                       | West Michigan   | MI       | TBD (616) 217-6264   |
| *          | Thomas Wedeven                   | Heather Hendriksen     | TBD                                       | West Michigan   | MI       | TBD (616) 821-1985   |
| *          | Salem                            | Najjar                 | 35599 Warren Road                         | Westland        | MI       | 48185 (734) 351-5986 |
|            | Margaret Turner, Marshall Dodson | Fred Minturn           | 340 Town Center Boulevard, #1             | White Lake      | MI       | 48386 (248) 779-7925 |
|            | Paul                             | Goldman                | 23112 Allen Road                          | Wood Haven      | MI       | 48183 (734) 561-3480 |
|            | Hani                             | Halloun                | 1266-A 28th Street SW                     | Wyoming         | MI       | 49509 (616) 222-4145 |
|            | Vang Moua                        | Mai Vue                | 8330 Egan Drive                           | Savage          | MN       | 55378 (952) 226-1633 |
|            | Bhupendra "Mike" and Mamtaben    | Patel                  | 706 NW 7 Highway Suite D                  | Blue Springs    | MO       | 64014 (816) 815-2246 |
|            | Mark and Allan Yabut             | Jose Asistido          | 486 Branson Landing Boulevard Suite #201  | Branson         | MO       | 65616 (417) 336-0220 |
| *          | Glen Johnson                     | Nicholas "Nick" Crouch | TBD                                       | Cape Girardeau  | MO       | TBD (573) 489-9890   |
|            | Patricia and Roger               | Sacry                  | 2401 Fairlawn                             | Carthage        | MO       | 64836 (417) 313-8179 |
| *          | Zygmin                           | Patel                  | 1704 Chesterfield Airport Road, Suite 110 | Chesterfield    | MO       | 63005 (636) 812-2084 |
| *          | Zygmin                           | Patel                  | TBD                                       | Chesterfield    | MO       | TBD (636) 734-9846   |
|            | Vijaya                           | Vanukuru               | 159 Carondelet Plaza                      | Clayton         | MO       | 63105 (314) 696-2211 |
|            | Aaron                            | Toutloian              | 403 North Stadium Boulevard Suite 102     | Columbia        | MO       | 65203 (573) 445-5115 |
|            | Aaron                            | Toutloian              | 2609 E Broadway #200                      | Columbia        | MO       | 65201 (573) 355-5875 |
| *          | Maulik and Chhaya                | Patel                  | 727 North New Ballas Road                 | Creve Coeur     | MO       | 63141 (314) 293-6585 |
|            | Manojkumar                       | Patel                  | TBD                                       | Festus          | MO       | TBD (912) 704-5771   |
| *          | Glen Johnson                     | Nicholas "Nick" Crouch | TBD                                       | Grandview       | MO       | TBD (573) 489-9890   |
|            | Aaron                            | Toutloian              | 31 Melgrove Ln                            | Hannibal        | MO       | 63401 (573) 719-3204 |
|            | Robert and Lori                  | Good                   | 3102 East 7th Street                      | Joplin          | MO       | 64801 (417) 717-1590 |
|            | Robert and Lori                  | Good                   | 3025 South Main Street Suite B            | Joplin          | MO       | 64804 (417) 553-0319 |
|            | Amish, Rakesh and Rohit          | Patel                  | 8634 Northeast 85th Street                | Kansas City     | MO       | 64157 (816) 430-4030 |

| FIRST NAME                      | LAST NAME              | STORE ADDRESS                        | CITY              | STATE | ZIP CODE | TELEPHONE NUMBER |
|---------------------------------|------------------------|--------------------------------------|-------------------|-------|----------|------------------|
| Rohit                           | Patel                  | TBD                                  | Kansas City       | MO    | TBD      | (405) 210-2195   |
| Wenjie "Ivan"                   | Qiu                    | 6320 North Chatham Avenue            | Kansas City       | MO    | 64151    | (816) 503-6461   |
| Matthew                         | Geehan                 | 203 Northeast Englewood Road Suite H | Kansas City       | MO    | 64118    | (816) 216-7185   |
| Nikki                           | Vogel                  | TBD                                  | Kansas City       | MO    | TBD      | (816) 391-8588   |
| * Dharmishtha                   | Patel                  | TBD                                  | Lake St. Louis    | MO    | TBD      | (314) 504-3870   |
| Bhupendra "Mike" and Mamtaben   | Patel                  | 910B NW Blue Parkway                 | Lee Summit        | MO    | 64086    | (816) 246-2900   |
| Nikki                           | Vogel                  | TBD                                  | North Kansas City | MO    | TBD      | (816) 391-8588   |
| 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   |
| Matthew                         | Mawdsley               | 1721 S. 20th Street Suite 109        | Ozark             | MO    | 65721    | (417) 485-8030   |
| * Glen Johnson                  | Nicholas "Nick" Crouch | TBD                                  | Poplar Bluff      | MO    | TBD      | (573) 489-9890   |
| * Glen Johnson                  | Nicholas "Nick" Crouch | TBD                                  | Raytown           | MO    | TBD      | (501) 442-0089   |
| * Matthew                       | Mawdsley               | 315 East US Highway 60               | Republic          | MO    | 65738    | (417) 647-5035   |
| * Yogesh Kumar and Rutvik Patel | Nilesh Gangar          | TBD                                  | Richmond Heights  | MO    | TBD      | (615) 545-2389   |
| * Glen Johnson                  | Nicholas "Nick" Crouch | TBD                                  | Sedalia           | MO    | TBD      | (573) 489-9890   |
| * Yogesh Kumar and Rutvik Patel | Nilesh Gangar          | TBD                                  | South Kirkwood    | MO    | TBD      | (615) 545-2389   |
| Matthew                         | Mawdsley               | 3811 S. Campbell Avenue, Suite A     | Springfield       | MO    | 65807    | (417) 887-6600   |
| Matthew                         | Mawdsley               | 3645 East Sunshine Street            | Springfield       | MO    | 65809    | (417) 719-4486   |
| Timothy "Tim"                   | O'Reilly               | 3080 N. Kentwood Avenue              | Springfield       | MO    | 65803    | (417) 833-2108   |
| Matthew                         | Mawdsley               | 1971 E. Independence                 | Springfield       | MO    | 65804    | (417) 350-1273   |
| * Matthew                       | Mawdsley               | TBD                                  | Springfield       | MO    | TBD      | (417) 350-8576   |
| * Yogesh Kumar and Rutvik Patel | Nilesh Gangar          | TBD                                  | St Louis          | MO    | TBD      | (615) 545-2389   |
| * Zygmin                        | Patel                  | TBD                                  | St. Charles       | MO    | TBD      | (636) 734-9846   |

|   | FIRST NAME              | LAST NAME              | STORE ADDRESS                      | CITY        | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|-------------------------|------------------------|------------------------------------|-------------|-------|----------|------------------|
|   | Amish, Rakesh and Rohit | Patel                  | 5101 N. Belt Highway, Suite B      | St. Joseph  | MO    | 64506    | (816) 396-6979   |
| * | Matthew                 | Mawdsley               | TBD                                | St. Louis   | MO    | TBD      | (417) 350-8576   |
| * | 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   |
| * | Maulik and Chhaya       | Patel                  | TBD                                | St. Louis   | MO    | TBD      | (314) 479-1947   |
| * | Maulik and Chhaya       | Patel                  | TBD                                | St. Louis   | MO    | TBD      | (618) 531-5500   |
|   | Aaron                   | Toutloian              | 318 Mid Rivers Mall Drive, Suite A | St. Peters  | MO    | 63376    | (636) 387-0704   |
| * | Glen Johnson            | Nicholas "Nick" Crouch | TBD                                | Warrensburg | MO    | TBD      | (573) 489-9890   |
|   | Robert and Lori         | Good                   | 501 South Madison Street, Suite K  | Webb City   | MO    | 64870    | (417) 717-0428   |
| * | Robert, Stacy and Mary  | Schmidt                | TBD                                | Biloxi      | MS    | TBD      | (870) 213-6242   |
| * | Robert, Stacy and Mary  | Schmidt                | TBD                                | Biloxi      | MS    | TBD      | (870) 213-6242   |
|   | Coby Smith              | Lance Newman           | 981 Brookway Boulevard             | Brookhaven  | MS    | 39601    | (601) 990-2508   |
| * | Robert, Stacy and Mary  | Schmidt                | TBD                                | Columbus    | MS    | TBD      | (941) 221-9885   |
| * | Robert, Stacy and Mary  | Schmidt                | TBD                                | Columbus    | MS    | TBD      | (870) 213-6242   |
|   | Ronald and Staci        | Simmons                | 372 Ridge Way                      | Flowood     | MS    | 39232    | (769) 524-4503   |
| * | Robert, Stacy and Mary  | Schmidt                | TBD                                | Greenville  | MS    | TBD      | (501) 362-4160   |
| * | Robert, Stacy and Mary  | Schmidt                | TBD                                | Greenwood   | MS    | TBD      | (941) 221-9885   |
| * | Robert, Stacy and Mary  | Schmidt                | TBD                                | Gulfport    | MS    | TBD      | (501) 362-4160   |
| * | Robert, Mary, and Stacy | Schmidt                | 3205 Hardy Street, Suite 20        | Hattiesburg | MS    | 39401    | (601) 336-8172   |
| * | Robert, Stacy and Mary  | Schmidt                | TBD                                | Hattiesburg | MS    | TBD      | (501) 362-4160   |
| * | Robert, Stacy and Mary  | Schmidt                | TBD                                | Hattiesburg | MS    | TBD      | (501) 362-4160   |
| * | Robert, Stacy and Mary  | Schmidt                | TBD                                | Jackson     | MS    | TBD      | (501) 362-4160   |
| * | Robert, Stacy and Mary  | Schmidt                | TBD                                | Jackson     | MS    | TBD      | (941) 221-9885   |
| * | Robert, Stacy and Mary  | Schmidt                | TBD                                | Laurel      | MS    | TBD      | (501) 362-4160   |
|   | Ronald and Staci        | Simmons                | 1089 Highway 51 Suite 100          | Madison     | MS    | 39110    | (769) 567-1398   |
| * | Robert, Stacy and Mary  | Schmidt                | TBD                                | Meridian    | MS    | TBD      | (501) 362-4160   |
| * | Robert, Stacy and Mary  | Schmidt                | TBD                                | Meridian    | MS    | TBD      | (501) 362-4160   |

|   | FIRST NAME                      | LAST NAME                 | STORE ADDRESS                             | CITY         | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|---------------------------------|---------------------------|-------------------------------------------|--------------|-------|----------|------------------|
|   | Lisa                            | Murray                    | 7164 Hacks Cross Road                     | Olive Branch | MS    | 38654    | (662) 890-5060   |
| * | Robert, Mary, and Stacy         | Schmidt                   | 1801 West Jackson Avenue                  | Oxford       | MS    | 38655    | (662) 380-5253   |
|   | Sanjan and Jagdish Barot        | Nehal and Kavi Khambhati  | 238 S Pearson Road                        | Pearl        | MS    | 39208    | (601) 664-2100   |
|   | Jigna                           | Patel                     | 795 Goodman Road                          | Southaven    | MS    | 38671    | (662) 536-6022   |
|   | Sangita Desai                   | Jignasha Vashi            | TBD                                       | Albemarle    | NC    | TBD      | (909) 203-6076   |
|   | James and Paula                 | Bullock                   | 1264 W. Williams Street                   | Apex         | NC    | 27502    | (919) 355-2522   |
|   | Jamila, Isaiah II and Isaac Jr. | Roland                    | 614 East Dixie Drive                      | Asheboro     | NC    | 27203    | (336) 521-4185   |
| * | 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   |
|   | Pravinkumar and Deep Patel      | Daksheshkumar "Daks" Soni | TBD                                       | Belmont      | NC    | TBD      | (803) 470-8089   |
|   | Brandon and Deena               | Korman                    | 143 Poole Road Unit B                     | Belville     | NC    | 28451    | (910) 765-1144   |
|   | Mihir Desai                     | Krunal K. Patel           | TBD                                       | Boone        | NC    | 37683    | (757) 968-9011   |
|   | Mark                            | Rein                      | 1595 Glidewell Drive, Suite 107           | Burlington   | NC    | 27215    | (336) 792-4118   |
|   | Felicia                         | Banks                     | 1546 Highway 87                           | Cameron      | NC    | 28326    | (910) 568-0705   |
| * | Rylan                           | Miller                    | 817 Bass Pro Lane                         | Cary         | NC    | 27513    | (919) 378-9333   |
| * | 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   |
| * | Mark                            | Rein                      | 400 West Franklin Street, Suite 130       | Chapel Hill  | NC    | 27516    | (919) 240-4452   |
|   | Everette Brown                  | Tenisha Patterson         | 601 S. Kings Drive Suite E 1              | Charlotte    | NC    | 28204    | (980) 237-4813   |
|   | Carl                            | Brinkley III              | 5349 Ballantyne Commons Parkway Suite 400 | Charlotte    | NC    | 28277    | (704) 246-8993   |
|   | Bakhtawar "Bill"                | Singh                     | 8948 JM Keynes Drive Suite 410            | Charlotte    | NC    | 28262    | (919) 651-8379   |
| * | Pravinkumar and Twinkle Patel   | Daksheshkumar "Daks" Soni | 5815 Highland Shoppes Drive Suite 200     | Charlotte    | NC    | 28269    | (704) 626-6501   |
|   | Mark                            | Rein                      | TBD                                       | Charlotte    | NC    | TBD      | (919) 995-9803   |
|   | Amit                            | Patel                     | 11318 N. Community House Road             | Charlotte    | NC    | 28277    | (980) 207-3888   |

| FIRST NAME                | LAST NAME      | STORE ADDRESS                        | CITY                          | STATE | ZIP CODE | TELEPHONE NUMBER |
|---------------------------|----------------|--------------------------------------|-------------------------------|-------|----------|------------------|
| Jigar                     | Patel          | TBD                                  | Charlotte                     | NC    | TBD      | (856) 305-6299   |
| Nikitaben                 | Patel          | 2040 Freeman Park Drive, Suite 105   | Charlotte                     | NC    | 28273    | (704) 595-3894   |
| * Hetalben Dave           | Nensi Pandya   | TBD                                  | Charlotte                     | NC    | TBD      | (757) 537-0781   |
| * Hetalben Dave           | Nensi Pandya   | TBD                                  | Charlotte                     | NC    | TBD      | (216) 224-2828   |
| Stacey                    | Pugh           | 4015 Corning Place, Suite E1         | Charlotte                     | NC    | 28216    | (704) 503-9222   |
| Stacey                    | Pugh           | TBD                                  | Charlotte                     | NC    | TBD      | (704) 962-8644   |
| * Pravinkumar             | Patel          | TBD                                  | Charlotte                     | NC    | TBD      | (803) 974-0291   |
| Kunal                     | Parikh         | TBD                                  | Charlotte                     | NC    | TBD      | (704) 208-8297   |
| * Miralkumar and Prashant | Patel          | TBD                                  | Charlotte                     | NC    | TBD      | (586) 745-3042   |
| Nikitaben                 | Patel          | 1421 Concord Parkway North, Suite 40 | Concord                       | NC    | 28025    | (704) 787-9099   |
| Cristina                  | Strasser       | TBD                                  | Concord                       | NC    | TBD      | (704) 705-5058   |
| Carl                      | Brinkley III   | TBD                                  | Concord                       | NC    | TBD      | (704) 654-9097   |
| Nikitaben                 | Patel          | 20130 West Catawba Avenue            | Cornelius                     | NC    | 28031    | (704) 997-8735   |
| Howard                    | Raphael        | 5311 South Miami Boulevard, Suite F  | Durham                        | NC    | 27703    | (919) 474-2233   |
| Howard                    | Raphael        | 20 Duke Medicine Circle              | Durham                        | NC    | 27710    | (919) 613-3995   |
| * Manan Shah              | Shaishav Patel | 3855 Conlon Way Suite B              | Elizabeth City                | NC    | 27909    | (252) 331-5949   |
| * Shaishav Patel          | Manan Shah     | TBD                                  | Elizabeth City                | NC    | TBD      | (267) 638-8444   |
| Gira                      | Patel          | 150 Andrews Road Suite 7             | Fayetteville                  | NC    | 28311    | (910) 630-1100   |
| * Gira                    | Patel          | 3007 Town Center Drive Suite 130     | Fayetteville                  | NC    | 28306    | (910) 425-1087   |
| * Gira                    | Patel          | 1391 Walter Reed Road Suite 130      | Fayetteville                  | NC    | 28304    | (910) 321-0196   |
| * Gira                    | Patel          | 1946 Skibo Road, Suite B             | Fayetteville                  | NC    | 28314    | (910) 867-1332   |
| * Gira                    | Patel          | TBD                                  | Fayetteville                  | NC    | TBD      | (910) 309-3279   |
| * Arne and Antonio        | Morris         | TBD                                  | Forestville                   | NC    | TBD      | (919) 880-1258   |
| * Rylan                   | Miller         | TBD                                  | Forsyth and Guilford counties | NC    | TBD      | (224) 730-1839   |
| * 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   |
|   | Reginald, Zenna, and Sierra         | Foster                    | 2240 Reilly Road, Building H-4512         | Fort Bragg                    | NC    | 28307    | (910) 491-4233   |
|   | Reginald                            | Foster                    | 5934 Ardennes Street                      | Fort Bragg                    | NC    | 28307    | (910) 491-6354   |
| * | Arne, Antonio, and Brittany         | Morris                    | 1071 E. Broad Street                      | Fuquay-Varina                 | NC    | 27526    | (919) 762-7507   |
|   | James and Paula                     | Bullock                   | 1553 US Highway 70                        | Garner                        | NC    | 27529    | (919) 803-3040   |
|   | James and Paula                     | Bullock                   | 15 Eagle Wing Way                         | Garner                        | NC    | 27529    | (919) 594-1798   |
| * | James and Paula                     | Bullock                   | 5131 North Carolina Highway 42, Suite 230 | Garner                        | NC    | 27529    | (919) 900-7221   |
|   | Pravinkumar and Deep Patel          | Daksheshkumar "Daks" Soni | 401 Cox Road, Suite 142                   | Gastonia                      | NC    | 28054    | (704) 396-6904   |
|   | Vandita                             | Desai                     | 501 North Berkeley Boulevard, Suite H     | Goldsboro                     | NC    | 27534    | (919) 947-5175   |
|   | Rylan                               | Miller                    | 2130-Q New Garden Road                    | Greensboro                    | NC    | 27410    | (336) 763-2367   |
| * | Rylan                               | Miller                    | 1201 West Gate City Boulevard, Suite 121  | Greensboro                    | NC    | 27403    | (336) 763-4492   |
|   | Mark                                | Rein                      | 1218 Bridford Parkway                     | Greensboro                    | NC    | 27407    | (336) 793-4240   |
|   | Dana                                | Norman                    | TBD                                       | Greensboro                    | NC    | TBD      | (919) 306-0998   |
|   | Devang                              | Desai                     | 2109 West Arlington Boulevard, Suite 100  | Greenville                    | NC    | 27834    | (252) 215-2204   |
| * | Devang                              | Desai                     | TBD                                       | Greenville                    | NC    | TBD      | (919) 321-1057   |
| * | Devang                              | Desai                     | TBD                                       | Greenville                    | NC    | TBD      | (919) 321-1057   |
|   | Vipul, Vimal, Dhruv, and Pradhyuman | Patel                     | 4493 School House Commons                 | Harrisburg                    | NC    | 28075    | (704) 456-7375   |
| * | Howard                              | Raphael                   | TBD                                       | Henderson                     | NC    | TBD      | (919) 961-6181   |

| FIRST NAME                    | LAST NAME      | STORE ADDRESS                         | CITY           | STATE | ZIP CODE | TELEPHONE NUMBER |
|-------------------------------|----------------|---------------------------------------|----------------|-------|----------|------------------|
| Roshankumar                   | Patel          | TBD                                   | Hendersonville | NC    | TBD      | (847) 287-0201   |
| Pravinkumar                   | Patel          | 2367 US Highway 70 Southeast          | Hickory        | NC    | 28602    | (828) 419-7491   |
| Pravinkumar                   | Patel          | TBD                                   | Hickory        | NC    | TBD      | (803) 974-0291   |
| Rylan                         | Miller         | 3860 John Gordon Lane                 | High Point     | NC    | 27262    | (336) 803-4643   |
| James and Paula               | Bullock        | 409 Village Walk Drive                | Holly Springs  | NC    | 27540    | (919) 586-7130   |
| Pravinkumar                   | Patel          | 14227 Boren Street, Unit 101          | Huntersville   | NC    | 28078    | (704) 992-8039   |
| Pravinkumar and Shaileshkumar | Patel          | TBD                                   | Indian Trail   | NC    | TBD      | (803) 974-0291   |
| Brandon and Deena             | Korman         | TBD                                   | Jacksonville   | NC    | TBD      | (516) 655-4010   |
| Devang                        | Desai          | TBD                                   | Kinston        | NC    | TBD      | (919) 321-1057   |
| Arne, Antonio, and Brittany   | Morris         | 210 Hinton Oaks Boulevard, Suite 210B | Knightdale     | NC    | 27545    | (919) 373-0070   |
| Sherita Blue                  | Keenon Barnard | TBD                                   | Laurinburg     | NC    | TBD      | (843) 862-2211   |
| Felicia                       | Banks          | TBD                                   | Lumberton      | NC    | TBD      | (804) 405-6866   |
| Chilka and Kanaiyalal         | Patel          | 2309 Matthews Township Suite 102      | Matthews       | NC    | 28105    | (704) 841-1000   |
| Vikas and Bhumi               | Patel          | 2335 W. Roosevelt Boulevard, Unit B   | Monroe         | NC    | 28110    | (704) 261-3150   |
| Carl                          | Brinkley III   | 647 Brawley School Road, Suite 102    | Mooresville    | NC    | 28117    | (704) 696-8867   |
| 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   |
| Rylan                         | Miller         | 3004 Wake Forest Road Suite 112       | Raleigh        | NC    | 27609    | (919) 916-5190   |
| Howard                        | Raphael        | 6679 Falls of Neuse Road Suite 101    | Raleigh        | NC    | 27615    | (919) 879-2233   |
| James and Paula               | Bullock        | 4205 Corners Parkway, Suite 100       | Raleigh        | NC    | 27617    | (919) 339-2739   |
| Arne, Antonio, and Brittany   | Morris         | 3101-107 Edwards Mill Road, Suite 107 | Raleigh        | NC    | 27612    | (984) 200-5301   |
| Howard                        | Raphael        | 6113 Capital Boulevard                | Raleigh        | NC    | 27616    | (919) 890-5828   |
| 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   |

|   | FIRST NAME              | LAST NAME      | STORE ADDRESS                      | CITY            | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|-------------------------|----------------|------------------------------------|-----------------|-------|----------|------------------|
| * | James and Paula         | Bullock        | TBD                                | Raleigh         | NC    | TBD      | (919) 410-4666   |
|   | Sherita                 | Blue           | 1305 East Broad Avenue, Suite 20   | Rockingham      | NC    | 28379    | (910) 434-8782   |
| * | Howard                  | Raphael        | TBD                                | Rocky Mount     | NC    | TBD      | (919) 961-6181   |
|   | Tirrell Listenbee       | Eric D. Warsaw | TBD                                | Rocky Mount     | NC    | TBD      | (919) 696-9355   |
| * | Sunitaben               | Patel          | TBD                                | Salisbury       | NC    | TBD      | (704) 651-0466   |
|   | Atul and Leena          | Patel          | 3092 S. Horner Boulevard           | Sanford         | NC    | 27332    | (919) 292-0038   |
|   | Brandon and Deena       | Korman         | 123-15 Smith Avenue                | Shallotte       | NC    | 28470    | (910) 754-4800   |
| * | Brandon and Deena       | Korman         | TBD                                | Shallotte       | NC    | TBD      | (516) 655-4010   |
|   | Vandita                 | Desai          | 511 Outlet Center Drive            | Smithfield      | NC    | 27577    | (919) 938-8342   |
|   | James and Paula         | Bullock        | 10725 US-501                       | Southern Pines  | NC    | 28387    | (910) 684-8982   |
|   | Jeffrey                 | Tobin          | 5385 South Virginia Dare Trail #1  | Southern Shores | NC    | 27949    | (252) 441-9996   |
|   | Rylan                   | Miller         | 1671-1A North Howe Street          | Southport       | NC    | 28461    | (910) 363-4908   |
| * | Sunitaben               | Patel          | TBD                                | Statesville     | NC    | TBD      | (704) 651-0466   |
|   | Dharmendra              | Patel          | TBD                                | Thomasville     | NC    | TBD      | (704) 641-2637   |
| * | Miralkumar and Prashant | Patel          | TBD                                | Thomasville     | NC    | TBD      | (586) 745-3042   |
| * | Mark                    | Rein           | 1009 Stadium Drive Suite 120       | Wake Forest     | NC    | 27587    | (919) 371-4358   |
|   | Nikitaben               | Patel          | 8121-C Kensington Drive            | Waxhaw          | NC    | 28173    | (704) 256-3709   |
| * | Arne and Antonio        | Morris         | TBD                                | Wendall Falls   | NC    | TBD      | (919) 880-1258   |
| * | 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   |
|   | Brandon and Deena       | Korman         | TBD                                | Wilmington      | NC    | TBD      | (516) 655-4010   |
|   | Devang                  | Desai          | TBD                                | Wilson          | NC    | TBD      | (919) 321-1057   |
|   | Rylan                   | Miller         | 7790 North Point Boulevard         | Winston Salem   | NC    | 27106    | (336) 722-1300   |
| * | Rylan                   | Miller         | 670 Saint George Square Court      | Winston Salem   | NC    | 27103    | (336) 608-4330   |
|   | Rylan                   | Miller         | TBD                                | Winston Salem   | NC    | TBD      | (224) 730-1839   |
|   | Vandita and Dave        | Desai          | 740 West Firetower Road, Suite 101 | Winterville     | NC    | 28590    | (252) 689-6881   |
| * | Lyle and Travis         | Lutman         | 1411 East Lasalle Drive            | Bismarck        | ND    | 58503    | (701) 751-2521   |
| * | Lyle and Travis         | Lutman         | TBD                                | Bismarck        | ND    | TBD      | (701) 370-0173   |
|   | Ryan Seegar             | James Hensyel  | 2424 13th Avenue South             | Fargo           | ND    | 58103    | (701) 353-7683   |

|   | FIRST NAME                   | LAST NAME      | STORE ADDRESS                           | CITY          | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|------------------------------|----------------|-----------------------------------------|---------------|-------|----------|------------------|
|   | 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   |
| * | Cody, Trevor, and Lynsay     | Luchsinger     | 2280 33rd Avenue, Suite 100             | Columbus      | NE    | 68601    | (531) 230-1568   |
|   | Shawn                        | Williams       | 10215 South 168th Avenue, Suite 207     | Omaha         | NE    | 68136    | (402) 504-9111   |
| * | Cody, Trevor, and Lynsay     | Luchsinger     | TBD                                     | Omaha         | NE    | TBD      | (402) 910-0870   |
|   | Cody, Trevor, and Lynsay     | Luchsinger     | TBD                                     | Omaha         | NE    | TBD      | (402) 213-1757   |
|   | Kaye                         | Wentz          | 7902 Towne Center Parkway #109          | Papillion     | NE    | 68046    | (402) 614-9050   |
|   | Jeffrey Burnham              | Kathryn Miller | 240 Loudon Road                         | Concord       | NH    | 03301    | (603) 333-2138   |
| * | Christopher "Chris" and Glen | Baker          | TBD                                     | Derry         | NH    | TBD      | (603) 627-5642   |
|   | Pete and Tiffany             | George         | TBD                                     | Dover         | NH    | TBD      | (603) 767-6466   |
| * | Christopher "Chris" and Glen | Baker          | TBD                                     | Epping        | NH    | TBD      | (603) 627-5642   |
| * | Christopher "Chris" and Glen | Baker          | 461 West Street                         | Keene         | NH    | 03431    | (603) 757-5959   |
| * | Christopher "Chris" and Glen | Baker          | 655 South Willow Street                 | Manchester    | NH    | 03103    | (603) 600-5675   |
| * | Christopher "Chris" and Glen | Baker          | 375 Amherst Street                      | Nashua        | NH    | 03063    | (603) 713-6855   |
|   | Pete and Tiffany             | George         | 1600 Woodbury Avenue                    | Portsmouth    | NH    | 03801    | (603) 373-8478   |
|   | Pete and Tiffany             | George         | 127 Market Place Boulevard              | Rochester     | NH    | 03867    | (603) 509-3000   |
| * | Christopher "Chris" and Glen | Baker          | TBD                                     | Salem         | NH    | TBD      | (603) 627-5642   |
| * | Christopher "Chris" and Glen | Baker          | 120 Laconia Road, Suite 102             | Tilton        | NH    | 03276    | (603) 802-5872   |
| * | Al                           | Saverino       | TBD                                     | Basking Ridge | NJ    | TBD      | (908) 268-4267   |
| * | Daniel Murray                | Lawrence Lauer | TBD                                     | Bergen County | NJ    | TBD      | (213) 280-9045   |
| * | Daniel Murray                | Lawrence Lauer | TBD                                     | Bergen County | NJ    | TBD      | (213) 280-9045   |

|   | FIRST NAME                                        | LAST NAME                | STORE ADDRESS          | CITY                | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|---------------------------------------------------|--------------------------|------------------------|---------------------|-------|----------|------------------|
| * | Daniel Murray                                     | Lawrence Lauer           | TBD                    | Bergen County       | NJ    | TBD      | (201) 787-8236   |
| * | Manthan                                           | Dharia                   | TBD                    | Branchburg          | NJ    | TBD      | (732) 689-0063   |
| * | Kent                                              | Speedy                   | TBD                    | Brick               | NJ    | TBD      | (732) 278-9684   |
| * | Al                                                | Saverino                 | TBD                    | Bridgewater         | NJ    | TBD      | (908) 268-4267   |
| * | Ankit, Atul, Gauravkumar, Krina, and Krunal Patel | Harsh Amin and Amit Shah | TBD                    | Cherry Hill         | NJ    | TBD      | (302) 598-8965   |
| * | Ankit, Atul, Gauravkumar, Krina, and Krunal Patel | Harsh Amin and Amit Shah | TBD                    | Cherry Hill         | NJ    | TBD      | (908) 472-3410   |
| * | Ankit, Atul, Gauravkumar, Krina, and Krunal Patel | Harsh Amin and Amit Shah | TBD                    | Cherry Hill         | NJ    | TBD      | (217) 412-1938   |
| * | Ankit, Atul, Gauravkumar, Krina, and Krunal Patel | Harsh Amin and Amit Shah | TBD                    | Cherry Hills        | NJ    | TBD      | (630) 806-5891   |
| * | Hiren                                             | Patel                    | TBD                    | Clark               | NJ    | TBD      | (973) 342-1421   |
| * | Hiren                                             | Patel                    | TBD                    | Clifton             | NJ    | TBD      | (973) 342-1421   |
| * | Marc Camp                                         | Brian Driber             | 3130 Route 10, Unit 6B | Denville            | NJ    | 07834    | (908) 291-5461   |
|   | Biren, Ashish A. and Ashish S.                    | Patel                    | TBD                    | Dover               | NJ    | TBD      | (609) 997-4333   |
| * | Auvni N. Patel                                    | Ilene B. Pardon          | TBD                    | East Brunswick      | NJ    | TBD      | (732) 610-5783   |
|   | Auvni N. Patel                                    | Ilene B. Pardon          | TBD                    | East Brunswick      | NJ    | TBD      | (732) 692-3498   |
| * | Naimish                                           | Patel                    | TBD                    | East Windsor        | NJ    | TBD      | (732) 983-8976   |
|   | Amit                                              | Sehgal                   | TBD                    | Edison              | NJ    | TBD      | (631) 574-7700   |
| * | Parth and Jaymin Amin                             | Chintan and Varun Patel  | TBD                    | Edison              | NJ    | TBD      | (732) 857-5098   |
| * | Vimit                                             | Patel                    | TBD                    | Egg Harbor Township | NJ    | TBD      | (609) 742-3067   |
| * | Hiren                                             | Patel                    | TBD                    | Englewood           | NJ    | TBD      | (973) 342-1421   |
| * | Ji-Youn Sousa                                     | Fernando Sousa III       | TBD                    | Englishtown         | NJ    | TBD      | (316) 789-5985   |
| * | Naimish                                           | Patel                    | TBD                    | Ewing Township      | NJ    | TBD      | (732) 983-8976   |

|   | FIRST NAME                                       | LAST NAME                    | STORE ADDRESS                  | CITY               | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|--------------------------------------------------|------------------------------|--------------------------------|--------------------|-------|----------|------------------|
| * | Al                                               | Saverino                     | TBD                            | Flemington         | NJ    | TBD      | (908) 268-4267   |
| * | Al                                               | Saverino                     | TBD                            | Flemington         | NJ    | TBD      | (908) 268-4267   |
| * | Fernando and Ji-Youn                             | Sousa                        | 3317 Route 9                   | Freehold           | NJ    | 07728    | (732) 377-2454   |
|   | Steven and Whitney Dawes                         | James and Kelly McCaffrey    | 785 A North Delsea Drive       | Glassboro          | NJ    | 08028    | (856) 553-6626   |
| * | Hiren                                            | Patel                        | 500 South River Street Suite 9 | Hackensack         | NJ    | 07601    | (201) 546-1431   |
|   | Hiren Patel, Satyen Shah                         | Komal Kalariya, Setu Kalaria | 2222 Route 33 Store G          | Hamilton           | NJ    | 08690    | (609) 981-7012   |
| * | Auvni N. Patel                                   | Ilene B. Pardon              | TBD                            | Howell             | NJ    | TBD      | (732) 610-5783   |
| * | Naimish                                          | Patel                        | TBD                            | Howell             | NJ    | TBD      | (732) 983-8976   |
|   | Jay                                              | Sorathiya                    | TBD                            | Jersey City        | NJ    | TBD      | (551) 580-9234   |
|   | Anu Maheshwari                                   | Jignesh Amin                 | TBD                            | Jersey Park        | NJ    | TBD      | (551) 208-4344   |
| * | Vineeta and Rahul Singh                          | Hemanta Thakur               | TBD                            | Kearny             | NJ    | TBD      | (202) 256-3448   |
|   | Ashwinee Kumar and Neelam                        | Singh                        | 840 West Edgar Road, Unit D    | Linden             | NJ    | 07036    | (908) 291-5190   |
|   | Christopher "Chris" and Wendy                    | Strutt                       | 280 Eisenhower Parkway         | Livingston         | NJ    | 07039    | (973) 486-6231   |
|   | David Brown                                      | David Rich                   | TBD                            | Manalapan          | NJ    | TBD      | (732) 682-6824   |
| * | Ji-Youn Sousa                                    | Fernando Sousa III           | TBD                            | Manalapan Township | NJ    | TBD      | (316) 789-5985   |
| * | Vimit                                            | Patel                        | TBD                            | Mays Landing       | NJ    | TBD      | (609) 742-3067   |
| * | Hiren                                            | Patel                        | TBD                            | Montclair          | NJ    | TBD      | (973) 342-1421   |
|   | Christopher "Chris" and Wendy                    | Strutt                       | 191 East Hanover Avenue, B5    | Morristown         | NJ    | 07960    | (973) 944-2812   |
| * | Atul, Ankit, Krina, Krunal and Gauravkumar Patel | Harsh Amin and Amit Shah     | 3115 Route 38, Suite C         | Mount Laurel       | NJ    | 08054    | (856) 633-6048   |
|   | Rahul and Vineeta                                | Singh                        | 88 Easton Avenue               | New Brunswick      | NJ    | 08901    | (908) 364-8340   |
|   | Gregory                                          | Sutton                       | 1271 Springfield Avenue        | New Providence     | NJ    | 07974    | (908) 574-3330   |
| * | Vineeta and Rahul Singh                          | Hemanta Thakur               | TBD                            | Newark             | NJ    | TBD      | (202) 256-3448   |
|   | Jatin                                            | Patel                        | TBD                            | North Brunswick    | NJ    | TBD      | (201) 888-7659   |

|   | FIRST NAME                    | LAST NAME               | STORE ADDRESS                          | CITY                  | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|-------------------------------|-------------------------|----------------------------------------|-----------------------|-------|----------|------------------|
| * | Parth and Jaymin Amin         | Chintan and Varun Patel | TBD                                    | Old Bridge            | NJ    | TBD      | (609) 937-2646   |
| * | Jay and Prashant Parikh       | Nirdesh Desai           | TBD                                    | Parsippany-Troy Hills | NJ    | TBD      | (201) 323-6355   |
| * | Girish and Nitin              | Patel                   | TBD                                    | Phillipsburg          | NJ    | TBD      | (908) 217-3173   |
| * | Lawrence "Larry" Lauer        | Daniel "Dan" Murray     | 490 Route 23 North, Unit B4            | Pompton Plains        | NJ    | 07444    | (201) 787-8236   |
|   | Guniyal Pandit                | Kaushik Joshi           | 645 Nassau Park Boulevard              | Princeton             | NJ    | 08540    | (609) 454-5269   |
| * | Auvni N. Patel                | Ilene B. Pardon         | TBD                                    | Princeton             | NJ    | TBD      | (732) 692-3498   |
| * | Manthan                       | Dharia                  | TBD                                    | Princeton             | NJ    | TBD      | (732) 689-0063   |
| * | Marc Camp                     | Brian Driber            | TBD                                    | Roxbury               | NJ    | TBD      | (973) 476-3136   |
| * | Hiren                         | Patel                   | TBD                                    | Rutherford            | NJ    | TBD      | (973) 342-1421   |
|   | James                         | McCaffrey               | 521A Berlin-Cross Keys Road            | Sicklerville          | NJ    | 08081    | (856) 259-2936   |
| * | Parth and Jaymin Amin         | Chintan and Varun Patel | TBD                                    | Somerset              | NJ    | TBD      | (609) 937-2646   |
| * | Auvni N. Patel                | Ilene B. Pardon         | TBD                                    | South Brunswick       | NJ    | TBD      | (732) 610-5783   |
|   | Kent                          | Speedy                  | TBD                                    | Stafford Township     | NJ    | TBD      | (732) 278-9684   |
| * | Kent                          | Speedy                  | 1358 Hooper Avenue                     | Toms River            | NJ    | 08753    | (732) 678-1516   |
| * | Manthan                       | Dharia                  | TBD                                    | Union                 | NJ    | TBD      | (732) 689-0063   |
|   | Christopher "Chris" and Wendy | Strutt                  | TBD                                    | Wall Township         | NJ    | TBD      | (973) 418-6421   |
| * | Parth and Jaymin Amin         | Chintan and Varun Patel | TBD                                    | Warren                | NJ    | TBD      | (609) 937-2646   |
|   | Amit and Bhavin               | Kothari                 | 1644 Route 22                          | Watchung              | NJ    | 07069    | (908) 222-4095   |
| * | Hiren                         | Patel                   | TBD                                    | West Caldwell         | NJ    | TBD      | (973) 342-1421   |
| * | Al                            | Saverino                | TBD                                    | Woodbridge            | NJ    | TBD      | (908) 268-4267   |
| * | Jay and Prashant Parikh       | Nirdesh Desai           | TBD                                    | Wyckoff               | NJ    | TBD      | (862) 216-8092   |
|   | 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   |

|   | FIRST NAME                       | LAST NAME            | STORE ADDRESS                             | CITY        | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|----------------------------------|----------------------|-------------------------------------------|-------------|-------|----------|------------------|
| * | Jacob and Nathan                 | Miller               | TBD                                       | Albuquerque | NM    | TBD      | (970) 739-4122   |
| * | Jacob and Nathan                 | Miller               | TBD                                       | Albuquerque | NM    | TBD      | (480) 452-3022   |
|   | Hilda                            | Ada                  | TBD                                       | Bernalillo  | NM    | TBD      | (505) 310-9864   |
|   | Kaleb Warnock                    | Paula Flores Warnock | TBD                                       | Las Cruces  | NM    | TBD      | (915) 630-0524   |
|   | Eric                             | Persson              | 76 West Horizon Ridge Parkway Suite 120   | Henderson   | NV    | 89015    | (702) 992-0570   |
|   | Eric                             | Persson              | 3578 St. Rose Parkway Trail, Suite 100    | Henderson   | NV    | 89052    | (720) 463-8303   |
|   | Eric                             | Persson              | 621 Stephanie Street                      | Henderson   | NV    | 89014    | (702) 436-5599   |
|   | Eric                             | Persson              | 745 South Green Valley Parkway Suite #100 | Henderson   | NV    | 89052    | (702) 565-0112   |
|   | 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   |
|   | Mark Lukachko, Zarko Stojanovski | Magdalena Iankova    | 7660 West Cheyenne Avenue Suite 121       | Las Vegas   | NV    | 89129    | (702) 365-1931   |
|   | 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              | 3595 East Bonanza Road Suite 110          | Las Vegas   | NV    | 89110    | (702) 550-4911   |
|   | Eric                             | Persson              | 3565 Rainbow Boulevard                    | Las Vegas   | NV    | 89147    | (702) 269-5443   |

|   | FIRST NAME                           | LAST NAME         | STORE ADDRESS                            | CITY            | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|--------------------------------------|-------------------|------------------------------------------|-----------------|-------|----------|------------------|
|   | 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, Magdalena Iankova | Mark Lukachko     | TBD                                      | Las Vegas       | NV    | TBD      | (702) 524-6524   |
| * | Zarko Stojanovski, Magdalena Iankova | Mark Lukachko     | TBD                                      | Las Vegas       | NV    | TBD      | (917) 601-3340   |
|   | Eric                                 | Persson           | 6360 Simmons Street, Suite 105           | North Las Vegas | NV    | 89031    | (702) 202-6625   |
|   | Eric                                 | Persson           | 445 West Craig Road Suite 103            | North Las Vegas | NV    | 89032    | (702) 489-8000   |
| * | James                                | Breidenstein      | 3030 Niagara Falls Boulevard             | Amherst         | NY    | 14228    | (716) 395-1055   |
|   | Zeb                                  | Ali               | 31-49 Steinway Street                    | Astoria         | NY    | 11103    | (347) 649-1920   |
|   | Saumil Dalal, Disha and Rushil Patel | Swati Gandhi      | 8363 Lewiston Road                       | Batavia         | NY    | 14020    | (585) 286-1757   |
|   | Thomas                               | Diamond           | 567-B East Main Street                   | Bay Shore       | NY    | 11706    | (631) 969-5636   |
|   | Zeb                                  | Ali               | 41-19 Bell Boulevard                     | Bayside         | NY    | 11361    | (347) 502-7033   |
| * | Swati Gandhi, Saumil Dalal           | Disha Patel       | TBD                                      | Binghamton      | NY    | TBD      | (585) 362-3280   |
| * | James                                | Breidenstein      | 3670 South McKinley Parkway              | Blasdell        | NY    | 14219    | (716) 248-1506   |
| * | Andrew                               | Green             | TBD                                      | Brooklyn        | NY    | TBD      | (917) 941-7070   |
| * | Zeb                                  | Ali               | TBD                                      | Brooklyn        | NY    | TBD      | (347) 761-9720   |
| * | Zeb                                  | Ali               | 8719 Avenue D, Unit G1                   | Brooklyn        | NY    | 11236    | (845) 593-5604   |
| * | 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   |
| * | James                                | Breidenstein      | 2236 Delaware Avenue Suite 150           | Buffalo         | NY    | 14216    | (716) 551-0055   |
| * | Mark and Rick Bartlett               | Roger Wagner      | 5308 West Genesee Street                 | Camillus        | NY    | 13031    | (646) 337-2691   |
|   | Na Lu, Suqing Zhang                  | Shuai Sun         | 55 Old Country Road                      | Carle Place     | NY    | 11514    | (516) 414-0989   |
|   | Christopher and Karen                | Bonanno           | 137 Centereach Mall                      | Centereach      | NY    | 11720    | (631) 981-8767   |
| * | Mark and Rick Bartlett               | Roger Wagner      | 7987 Brewerton Road                      | Cicero          | NY    | 13039    | (315) 288-4551   |
|   | Haribhai and Meet                    | Patel             | 18 Jericho Turnpike                      | Commack         | NY    | 11725    | (631) 923-2929   |
|   | Laura Jankowski                      | Marco Dalessandro | 1936 Deer Park Avenue                    | Deer Park       | NY    | 11729    | (631) 940-9038   |

|   | FIRST NAME                 | LAST NAME          | STORE ADDRESS                 | CITY               | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|----------------------------|--------------------|-------------------------------|--------------------|-------|----------|------------------|
|   | James                      | Breidenstein       | 4900 Transit Road             | Depew              | NY    | 14043    | (716) 671-8008   |
| * | Mark and Rick Bartlett     | Roger Wagner       | 5761 Celi Drive               | Dewitt             | NY    | 13507    | (315) 618-8120   |
|   | Laura Jankowski            | Marco Dalessandro  | 532 Larkfield Road            | East Northport     | NY    | 11731    | (631) 486-4455   |
|   | Dylan and Jonathan         | Perlman            | 228 Airport Plaza Boulevard   | Farmingdale        | NY    | 11735    | (631) 500-9559   |
| * | Laura                      | Jankowski          | 100 Village Square Suite 140  | Glen Cove          | NY    | 11542    | (516) 893-1703   |
| * | Andrew                     | Green              | 259-15A Union Turnpike        | Glen Oaks          | NY    | 11004    | (929) 380-5692   |
| * | Andy Panwar                | Karan Singh        | TBD                           | Great Neck Plaza   | NY    | TBD      | (917) 816-7329   |
| * | Saumil Dalal, Disha Patel  | Swati Gandhi       | 100 Greece Ridge Center Drive | Greece             | NY    | 14626    | 585-540-4180     |
| * | Andy Panwar                | Karan Singh        | TBD                           | Greenvale          | NY    | TBD      | (917) 816-7329   |
| * | Christopher and Karen      | Bonanno            | 32 East Montauk Highway       | Hampton Bays       | NY    | 11946    | (631) 728-6627   |
| * | Christopher and Karen      | Bonanno            | TBD                           | Hampton Bays       | NY    | TBD      | (631) 838-6559   |
|   | Susanne                    | Wanser             | 428 Wheeler Road              | Hauppauge          | NY    | 11788    | (631) 761-6744   |
|   | Na Lu                      | Aiju Yin           | 1326 Broadway                 | Hewlett            | NY    | 11557    | (516) 806-2578   |
|   | Ja Yoon Lee                | Jeon Min Jo        | 285 South Broadway Unit 9     | Hicksville         | NY    | 11801    | (516) 827-1234   |
|   | Rajul                      | Shah               | 61 Wall Street                | Huntington Village | NY    | 11743    | (631) 424-8767   |
| * | Mark and Rick Bartlett     | Roger Wagner       | 1405 East Ridge Road          | Irondequoit        | NY    | 14621    | (585) 270-8744   |
| * | Andy Panwar                | Karan Singh        | TBD                           | Island Park        | NY    | TBD      | (917) 647-8000   |
| * | Swati Gandhi, Saumil Dalal | Disha Patel        | TBD                           | Ithaca             | NY    | TBD      | (585) 662-9229   |
| * | Andrew                     | Green              | 147-40 Archer Avenue, Unit 4  | Jamaica            | NY    | 11435    | (929) 380-5692   |
| * | Laura Jankowski            | Marco D'Alessandro | 127 Alexander Avenue          | Lake Grove         | NY    | 11755    | (631) 533-0374   |
|   | Min Joong                  | Kim                | 3519B Hempstead Turnpike      | Levittown          | NY    | 11756    | (516) 731-0399   |
|   | Dylan and Jonathan         | Perlman            | 27 E Sunrise Highway          | Lindenhurst        | NY    | 11757    | (631) 412-3037   |
| * | 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   |
|   | Dylan and Jonathan         | Perlman            | 4946 Merrick Road             | Massapequa         | NY    | 11762    | (516) 308-7430   |
| * | Laura                      | Jankowski          | 498 Walt Whitman Road         | Melville           | NY    | 11747    | (631) 228-8246   |
|   | Laura                      | Jankowski          | 2014 Merrick Road             | Merrick            | NY    | 11566    | (516) 632-9710   |

|   | FIRST NAME                    | LAST NAME         | STORE ADDRESS                    | CITY                   | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|-------------------------------|-------------------|----------------------------------|------------------------|-------|----------|------------------|
|   | Eric and Katherine            | Traditi           | 3141 E Main Street, Suite 28     | Mohegan Lake           | NY    | 10547    | (914) 603-3307   |
| * | Mark and Rick Bartlett        | Roger Wagner      | 4797 Commercial Drive, Suite 100 | New Hartford           | NY    | 13413    | (315) 922-7609   |
| * | Mark and Rick Bartlett        | Roger Wagner      | TBD                              | New Hartford           | NY    | TBD      | (315) 463-7181   |
|   | Ashish Marchawala             | Kushal Patel      | 2339 Jerico Turnpike             | New Hyde Park          | NY    | 11040    | (516) 280-2026   |
|   | Laura Jankowski               | Marco Dalessandro | TBD                              | New York               | NY    | TBD      | (631) 807-8358   |
|   | Kushal Patel                  | Ashish Marchawala | TBD                              | New York               | NY    | TBD      | (917) 324-0074   |
|   | Tiffany Wirth                 | Susanne Wanser    | 499-83 Sunrise Highway           | Patchogue              | NY    | 11772    | (631) 569-4020   |
|   | Laura Jankowski               | Marco Dalessandro | 5120 Nesconset Highway           | Port Jefferson Station | NY    | 11776    | (631) 509-5800   |
|   | Sanjay                        | Sehgal            | 11 Old Shore Road                | Port Washington        | NY    | 11050    | (516) 441-5150   |
| * | Andy Panwar                   | Karan Singh       | TBD                              | Queens                 | NY    | TBD      | (917) 816-7329   |
| * | Andy Panwar                   | Karan Singh       | TBD                              | Queens                 | NY    | TBD      | (917) 647-8000   |
| * | Andrew                        | Green             | TBD                              | Rego Park              | NY    | TBD      | (917) 941-7070   |
| * | Laura                         | Jankowski         | 1080 Country Road                | Riverhead              | NY    | 11901    | (631) 203-6800   |
|   | Saumil Dalal, Disha Patel     | Swati Gandhi      | 100 Marketplace Drive, Suite 110 | Rochester              | NY    | 14623    | (585) 612-3333   |
|   | Christopher and Karen         | Bonanno           | 217 North Country Road           | Rocky Point            | NY    | 11778    | (631) 209-1875   |
|   | Haribhai and Meet             | Patel             | 267 Middle Country Road          | Selden                 | NY    | 11784    | (631) 696-4780   |
| * | Laura                         | Jankowski         | 999 Montauk Highway, Unit 25     | Shirley                | NY    | 11967    | (631) 657-7944   |
|   | Christopher and Karen         | Bonanno           | 32 East Main Street              | Smithtown              | NY    | 11787    | (631) 656-9555   |
|   | Frank                         | Mirabella         | 1650 Richmond Avenue             | Staten Island          | NY    | 10314    | (718) 524-4006   |
|   | Ammar                         | Saleh             | 1407 Forest Avenue               | Staten Island          | NY    | 10302    | (315) 400-3300   |
| * | Frank                         | Mirabella         | 2656 Hylan Boulevard Suite 170   | Staten Island          | NY    | 10306    | (718) 667-1266   |
| * | Frank                         | Mirabella         | 7001 Amboy Road                  | Staten Island          | NY    | 10307    | (718) 227-2337   |
| * | James                         | Breidenstein      | 3611 Delaware Avenue, Suite 200  | Tonawanda              | NY    | 14223    | (716) 248-1212   |
| * | Andrew                        | Green             | TBD                              | Valley Stream          | NY    | TBD      | (917) 941-7070   |
|   | Albert, Mary Alice and Ronald | Panek             | 165 Cobblestone Court Drive      | Victor                 | NY    | 14564    | (585) 678-9520   |
|   | Rick and Mark Bartlett        | Roger Wagner      | TBD                              | Watertown              | NY    | TBD      | (315) 463-7181   |
| * | Mark and Rick Bartlett        | Roger Wagner      | 927 Holt Road                    | Webster                | NY    | 14580    | (585) 872-1975   |
|   | Andrew                        | Green             | 474 Hempstead Turnpike, Unit 6A  | West Hempstead         | NY    | 11552    | (516) 427-5109   |

|   | FIRST NAME                                       | LAST NAME       | STORE ADDRESS                      | CITY             | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|--------------------------------------------------|-----------------|------------------------------------|------------------|-------|----------|------------------|
| * | Laura                                            | Jankowski       | 494 Union Boulevard                | West Islip       | NY    | 11795    | (631) 314-4942   |
|   | James                                            | Breidenstein    | 8100 Transit Road, Suite 200       | Williamsville    | NY    | 14221    | (716) 428-3981   |
| * | Laura                                            | Jankowski       | 509 Boulevard East                 | Yaphank          | NY    | 11980    | (631) 448-7065   |
| * | Gaurav Aggarwal                                  | Dinesh Agrawal  | 1711 West Market Street            | Akron            | OH    | 44313    | (234) 571-9425   |
|   | Ankit and Ramilaben "Roma"                       | Patel           | TBD                                | Ameila           | OH    | TBD      | (513) 720-9085   |
|   | Ramila and Rushil                                | Patel           | 36050 Detroit Road, Suite E        | Avon             | OH    | 44011    | (440) 695-1041   |
|   | Doug                                             | Ruggles         | 3195 Dayton-Xenia Road, Suite 770  | Beavercreek      | OH    | 45434    | (937) 426-8767   |
| * | Kameron Wade                                     | D'Juan Armstead | 2156 E Main Street                 | Bexley           | OH    | 43209    | (614) 372-5931   |
|   | Sureshkumar "Suresh"                             | Patel           | 11255 Reed Hartman Highway Suite D | Blue Ash         | OH    | 45242    | (513) 832-1984   |
| * | Gaurav Aggarwal                                  | Dinesh Agrawal  | TBD                                | Boardman         | OH    | TBD      | (832) 875-5900   |
| * | Gaurav Aggarwal                                  | Dinesh Agrawal  | 48 Boardman Poland Road, Unit C    | Boardman         | OH    | 44512    | (234) 287-6936   |
|   | Shaun, William, Julie, and Eric                  | Munson          | 510 East Wooster Avenue            | Bowling Green    | OH    | 43402    | (419) 819-4452   |
| * | D'Juan Armstead                                  | Kameron Wade    | TBD                                | Canal Winchester | OH    | TBD      | (240) 477-0282   |
|   | Hani                                             | Halloun         | 5159 Dressler Road NW              | Canton           | OH    | 44718    | (330) 639-1199   |
|   | Ankit and Ramilaben "Roma"                       | Patel           | 988 Miamisburg Centerville         | Centerville      | OH    | 45459    | (937) 291-9250   |
|   | Jatin and Sureshkumar "Suresh"                   | Patel           | 6241 Far Hills Avenue              | Centerville      | OH    | 45459    | (937) 434-8699   |
|   | Sureshkumar "Suresh" and Sunil                   | Patel           | 5615 Wilmington Pike               | Centerville      | OH    | 45440    | (937) 449-0000   |
| * | Ankit and Ramilaben "Roma"                       | Patel           | TBD                                | Chillicothe      | OH    | TBD      | (513) 720-9085   |
|   | Sureshkumar "Suresh"                             | Patel           | 720 Eastgate South Drive Suite 200 | Cincinnati       | OH    | 45245    | (513) 752-3525   |
| * | Sureshkumar "Suresh"                             | Patel           | 3364 Madison Road                  | Cincinnati       | OH    | 45209    | (513) 620-8606   |
| * | Sureshkumar "Suresh"                             | Patel           | 8467 Beechmont Avenue              | Cincinnati       | OH    | 45255    | (513) 720-9085   |
| * | Ankit, Ramilaben "Roma" and Sureshkumar "Suresh" | Patel           | 214 Calhoun Street                 | Cincinnati       | OH    | 45219    | (513) 975-0067   |

|   | FIRST NAME                                       | LAST NAME                   | STORE ADDRESS                  | CITY              | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|--------------------------------------------------|-----------------------------|--------------------------------|-------------------|-------|----------|------------------|
| * | Ankit, Ramilaben "Roma" and Sureshkumar "Suresh" | Patel                       | 8509 Winton Road               | Cincinnati        | OH    | 45231    | (513) 407-3146   |
| * | Ankit, Ramilaben "Roma" and Sureshkumar "Suresh" | Patel                       | TBD                            | Cincinnati        | OH    | TBD      | (513) 720-9905   |
| * | Ankit and Ramilaben "Roma"                       | Patel                       | TBD                            | Cincinnati        | OH    | TBD      | (513) 720-9085   |
|   | Vaishnavi Khatri                                 | Ronak Patek                 | 6008 Glenway Avenue, Suite 30A | Cincinnati        | OH    | 45211    | (513) 834-7682   |
|   | Ankit, Ashish and Ramilaben "Roma"               | Patel                       | TBD                            | Cincinnati        | OH    | TBD      | (513) 816-3745   |
| * | Ankit and Ramilaben "Roma"                       | Patel                       | TBD                            | Circleville       | OH    | TBD      | (513) 720-9085   |
| * | Trevor and Stephanie                             | Stange                      | TBD                            | Cleveland         | OH    | TBD      | (586) 764-6671   |
| * | Shridhar (Peter)                                 | Patel                       | TBD                            | Cleveland         | OH    | TBD      | (216) 337-8230   |
| * | Shridhar (Peter)                                 | Patel                       | TBD                            | Cleveland         | OH    | TBD      | (216) 337-8230   |
| * | Nilay and Tapan                                  | Patel                       | TBD                            | Cleveland         | OH    | TBD      | (216) 303-1374   |
| * | Nilay and Tapan                                  | Patel                       | TBD                            | Cleveland         | OH    | TBD      | (440) 364-0555   |
| * | Nilay and Tapan                                  | Patel                       | TBD                            | Cleveland         | OH    | TBD      | (216) 303-1374   |
| * | Nilay and Tapan                                  | Patel                       | TBD                            | Cleveland         | OH    | TBD      | (216) 303-1374   |
| * | 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      | (832) 875-5900   |
| * | Gaurav Aggarwal                                  | Dinesh Agrawal              | TBD                            | Cleveland         | OH    | TBD      | (814) 880-5288   |
|   | Jaimin, Khyati and Umang                         | Patel                       | 9723 Colerain Avenue           | Colerain Township | OH    | 45251    | (513) 386-8652   |
|   | Heena                                            | Patel                       | 8928 Lyra Drive                | Columbus          | OH    | 43240    | (614) 505-8689   |
| * | Kevin, Brian, Robert and Michael Couchman        | Miles Vamvas, Marc Batalino | 4740 Reed Road, Suite 106      | Columbus          | OH    | 43220    | (614) 914-5178   |
| * | 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 | TBD                            | Columbus          | OH    | TBD      | (586) 531-2087   |

|   | FIRST NAME                                       | LAST NAME                   | STORE ADDRESS                    | CITY           | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|--------------------------------------------------|-----------------------------|----------------------------------|----------------|-------|----------|------------------|
|   | Joel Karg                                        | David Beckett               | 5792 North Hamilton Road Suite G | Columbus       | OH    | 43230    | (614) 939-9100   |
| * | Kevin, Brian, Robert and Michael Couchman        | Miles Vamvas, Marc Batalino | TBD                              | Columbus       | OH    | TBD      | (586) 524-6469   |
|   | Heena                                            | Patel                       | 4038 Morse Crossing              | Columbus       | OH    | 43219    | (614) 532-5319   |
|   | Heena                                            | Patel                       | TBD                              | Columbus       | OH    | TBD      | (201) 221-6089   |
| * | Patrick                                          | Mavrakis                    | TBD                              | Cuyahoga Falls | OH    | TBD      | (260) 564-0495   |
|   | Hani                                             | Halloun                     | 2012 Portage Trail               | Cuyahoga Falls | OH    | 44223    | (234) 678-3651   |
|   | Ekadashi, Tejendrakumar, and Varshaben           | Patel                       | 2307 Far Hills Avenue            | Dayton         | OH    | 45419    | (937) 395-3525   |
| * | Ron                                              | Morton                      | TBD                              | Dayton         | OH    | TBD      | (803) 651-8300   |
| * | Ron                                              | Morton                      | TBD                              | Dayton         | OH    | TBD      | (803) 651-8300   |
| * | Ron                                              | Morton                      | TBD                              | Dayton         | OH    | TBD      | (803) 651-8300   |
| * | Ron                                              | Morton                      | TBD                              | Dayton         | OH    | TBD      | (803) 651-8300   |
| * | Ron                                              | Morton                      | TBD                              | Dayton         | OH    | TBD      | (803) 651-8300   |
| * | Ron                                              | Morton                      | TBD                              | Dayton         | OH    | TBD      | (803) 651-8300   |
| * | Ron                                              | Morton                      | TBD                              | Dayton         | OH    | TBD      | (803) 651-8300   |
| * | Ron                                              | Morton                      | TBD                              | Dayton         | OH    | TBD      | (803) 651-8300   |
|   | Julie, William, Shaun, and Eric                  | Munson                      | 1601 Clinton Street              | Defiance       | OH    | 43512    | (419) 980-7729   |
| * | Kevin, Brian, Robert and Michael Couchman        | Miles Vamvas, Marc Batalino | 6547 Artesian Run, Suite 160     | Delaware       | OH    | 43035    | (614) 417-4343   |
|   | Joel Karg                                        | David Beckett               | 1100 Sunbury Road, Suite 802     | Delaware       | OH    | 43015    | (740) 990-0105   |
|   | Vaishnavi Khatri                                 | Ronak Patel                 | TBD                              | Dent           | OH    | TBD      | (513) 501-6983   |
| * | Tim                                              | Poulos                      | TBD                              | Englewood      | OH    | TBD      | (937) 232-3332   |
|   | Doug                                             | Ruggles                     | 2642 Colonel Glenn Highway       | Fairborn       | OH    | 45324    | (937) 429-1519   |
| * | Ankit, Ramilaben "Roma" 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 |
|----------------------------------------------------|------------------|----------------------------------|--------------------|-------|----------|------------------|
| Shilpaben "Shilpa", Shubh, and Rahi                | Patel            | 2889 Joseph Drive, Suite A       | Fairfield Township | OH    | 45011    | (201) 496-9036   |
| Ronak Patel                                        | Vaishnavi Khatri | 1790 Tiffin Avenue               | Findlay            | OH    | 45840    | (419) 422-5500   |
| Jan Schneider, Stefanie Tahedl-Schneider           | Tiffany Reese    | 2390 Sean Drive, Unit 2          | Freemont           | OH    | 43420    | (567) 314-0025   |
| * Michelle                                         | Parsons          | TBD                              | Fremont            | OH    | TBD      | (419) 262-1404   |
| Heena                                              | Patel            | 1778 Stringtown Road, Unit 14    | Grove City         | OH    | 43123    | (614) 277-8173   |
| * Joel                                             | Karg             | TBD                              | Heath              | OH    | TBD      | (614) 226-9862   |
| The Estate of                                      | Dr. Suresh Gupta | 6221 Old Troy Pike Parkway       | Huber Heights      | OH    | 45424    | (937) 235-8630   |
| * Patrick                                          | Mavrakis         | TBD                              | Kent               | OH    | TBD      | (260) 564-0495   |
| Hani                                               | Halloun          | 1005 East Main Street, Suite B   | Kent               | OH    | 44240    | (234) 233-1012   |
| Jay and Mahendrakumar                              | Patel            | TBD                              | Lancaster          | OH    | TBD      | (201) 772-6814   |
| * 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   |
| * Ankit, Ramilaben "Roma" and Sureshkumar "Suresh" | Patel            | 6862 Liberty Drive               | Liberty Township   | OH    | 45044    | (513) 644-2672   |
| Ekadashi, Meet, and Bhupendrakumar                 | Patel            | 1570 Harding Highway             | Lima               | OH    | 45804    | (567) 712-2051   |
| * Rutvik and Vaibhav                               | Patel            | TBD                              | Lorain             | OH    | TBD      | (440) 530-0524   |
| * Sureshkumar "Suresh"                             | Patel            | 10689 Loveland Madeira Road      | Loveland           | OH    | 45140    | (513) 239-5929   |
| David Beckett                                      | Joel Karg        | TBD                              | Marysville         | OH    | TBD      | (614) 374-4878   |
| * Sureshkumar "Suresh" and Ramilaben "Roma"        | Patel            | 5271 Kings Mill Road, Suite G    | Mason              | OH    | 45040    | (513) 492-8886   |
| * Ankit, Ramilaben "Roma" and Sureshkumar "Suresh" | Patel            | 9321 South Mason-Montgomery Road | Mason              | OH    | 45040    | (513) 492-7171   |
| William and Julie                                  | Munson           | 1385 Conant Street, Suite E      | Maumee             | OH    | 43537    | (419) 893-2100   |
| * Gaurav Aggarwal                                  | Dinesh Agrawal   | 6167 Mayfield Road               | Mayfield Heights   | OH    | 44124    | (440) 421-9034   |
| * Tapan and Nilay                                  | Patel            | 9438 Mentor Avenue               | Mentor             | OH    | 44060    | (440) 290-0329   |
| * Trevor and Stephanie                             | Stange           | 17857 Bagley Road                | Middleburg Heights | OH    | 44130    | (440) 973-7168   |

|   | FIRST NAME                                       | LAST NAME                   | STORE ADDRESS                 | CITY          | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|--------------------------------------------------|-----------------------------|-------------------------------|---------------|-------|----------|------------------|
| * | Ankit and Ramilaben "Roma"                       | Patel                       | TBD                           | Middletown    | OH    | TBD      | (513) 720-9085   |
| * | Ankit, Ramilaben "Roma" and Sureshkumar "Suresh" | Patel                       | 1064 State Route 28           | Milford       | OH    | 45150    | (513) 444-4117   |
| * | Joel                                             | Karg                        | TBD                           | Newark        | OH    | TBD      | (614) 226-9862   |
| * | Tapan and Nilay                                  | Patel                       | 26041 Lorain Road             | North Olmsted | OH    | 44070    | (440) 772-4042   |
|   | Hicham                                           | Bazzi                       | 1202 Unit B Alexis Road       | North Toledo  | OH    | 43612    | (567) 315-8809   |
| * | Jan Schneider                                    | Tiffany Reese               | TBD                           | Norwalk       | OH    | TBD      | (360) 513-3899   |
| * | Jan Schneider                                    | Tiffany Reese               | TBD                           | Norwalk       | OH    | TBD      | (360) 513-3899   |
| * | Harsh and Pradip                                 | Patel                       | TBD                           | Oxford        | OH    | TBD      | (856) 905-4211   |
| * | Pradip and Harsh                                 | Patel                       | 522 South Locust Street       | Oxford        | OH    | 45056    | (513) 224-4520   |
| * | 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 | 9733-E Sawmill Parkway        | Powell        | OH    | 43065    | (614) 389-5006   |
| * | D'Juan Armstead                                  | Kameron Wade                | TBD                           | Reynoldsburg  | OH    | TBD      | (614) 432-9318   |
|   | Shaun, William, Kevin, Julie, and Eric           | Munson                      | 10090 Old U.S. 20             | Rossford      | OH    | 43460    | (419) 874-1800   |
|   | Kelly                                            | Parkhurst                   | 913 Crossing Road             | Sandusky      | OH    | 44870    | (419) 502-1004   |
|   | Neha and Ashish                                  | Patel                       | 2380 Michigan Street          | Sidney        | OH    | 45365    | (937) 507-4008   |
| * | Ankit and Ramilaben "Roma"                       | Patel                       | TBD                           | South Lebanon | OH    | TBD      | (513) 720-9085   |
|   | Mit and Sureshkumar "Suresh"                     | Patel                       | 52 Founders Drive             | Springboro    | OH    | 45066    | (937) 550-4612   |
| * | Ankit and Ramilaben "Roma"                       | Patel                       | TBD                           | Springdale    | OH    | TBD      | (513) 720-9085   |
|   | Tim                                              | Poulos                      | 233 East Home Road            | Springfield   | OH    | 45503    | (937) 342-1883   |
| * | Tim                                              | Poulos                      | TBD                           | Springfield   | OH    | TBD      | (937) 232-3332   |
| * | Trevor and Stephanie                             | Strange                     | 17818 Royalton Road, Unit 110 | Strongsville  | OH    | 44136    | (440) 783-1213   |
| * | Shridhar (Peter)                                 | Patel                       | TBD                           | Strongsville  | OH    | TBD      | (216) 337-8230   |
|   | Kevin, Michael, Robert and Brian                 | Couchman                    | 426 South Miller Drive        | Sunbury       | OH    | 43074    | (740) 936-9006   |

| FIRST NAME                                  | LAST NAME                           | STORE ADDRESS                          | CITY                  | STATE | ZIP CODE | TELEPHONE NUMBER |
|---------------------------------------------|-------------------------------------|----------------------------------------|-----------------------|-------|----------|------------------|
| Shaun, William, Julie, and Eric             | Munson                              | 5221 Monroe Street Suite E             | Toledo                | OH    | 43623    | (419) 517-0044   |
| Shaun, William, Julie, Angelia and Eric     | Munson                              | 7427 W Central Avenue                  | Toledo                | OH    | 43617    | (567) 408-7650   |
| Tim                                         | Poulos                              | 2309 S. Main St                        | Troy                  | OH    | 45373    | (937) 703-1418   |
| * Gaurav Aggarwal                           | Dinesh Agrawal                      | TBD                                    | Warren                | OH    | TBD      | (832) 875-5900   |
| Sureshkumar "Suresh", Ankit,                | Ramilaben "Roma", and Saurabh Patel | 9037 Union Centre Boulevard            | West Chester Township | OH    | 45069    | (513) 330-6866   |
| * Vaibhav                                   | Patel                               | 137 Market Street                      | Westlake              | OH    | 44145    | (440) 455-9061   |
| * Gaurav Aggarwal                           | Dinesh Agrawal                      | 35535 Euclid Avenue #12                | Willoughby            | OH    | 44094    | (440) 527-8112   |
| Venkatasiva Siva Surya Prasad (Surya)       | Basava                              | TBD                                    | Wilmington            | OH    | TBD      | (859) 421-0716   |
| * Kevin, Brian, Robert and Michael Couchman | Miles Vamvas, Marc Batalino         | 53 West Wilson Bridge Drive, Suite 125 | Worthington           | OH    | 43085    | (614) 396-8796   |
| * Rakesh and Rohit                          | Patel                               | 1400 Lonnie Abbott Boulevard, Suite A  | Ada                   | OK    | 74820    | (580) 559-2471   |
| * Amish, Rakesh and Rohit                   | Patel                               | 2401 12th Avenue NW, Suite 101B        | Ardmore               | OK    | 73401    | (580) 319-4334   |
| * Glen Johnson                              | Nicholas "Nick" Crouch              | 3315 East Frank Phillips Boulevard     | Bartlesville          | OK    | 74006    | (539) 207-2207   |
| Glen Johnson                                | Nicholas "Nick" Crouch              | 874 East Hillside Drive Suite A        | Broken Arrow          | OK    | 74012    | (918) 355-0017   |
| * Amish, Rakesh and Rohit                   | Patel                               | 2203 S 4th Street                      | Chickasha             | OK    | 73018    | (405) 825-3456   |
| * 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   |
| * Rakesh and Rohit                          | Patel                               | 2015 West Danforth                     | Edmond                | OK    | 73003    | (405) 285-5221   |
| Rohit, Rakesh, Rajashbhai, and Sapna        | Patel                               | 1124 South Bryant Avenue               | Edmond                | OK    | 73034    | (405) 214-3492   |
| Glen Johnson                                | Nicholas "Nick" Crouch              | 501 South Van Buren Street             | Enid                  | OK    | 73703    | (580) 237-3983   |

|   | FIRST NAME               | LAST NAME              | STORE ADDRESS                           | CITY          | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|--------------------------|------------------------|-----------------------------------------|---------------|-------|----------|------------------|
| * | Glen Johnson             | Nicholas "Nick" Crouch | 12134 South Waco Avenue                 | Glenpool      | OK    | 74033    | (405) 367-9996   |
|   | Glen Johnson             | Nicholas "Nick" Crouch | 1204 NW Sheridan Road                   | Lawton        | OK    | 73505    | (580) 713-5262   |
|   | Glen Johnson             | Nicholas "Nick" Crouch | 1732 NW 82nd Street                     | Lawton        | OK    | 73505    | (580) 952-8576   |
| * | Rakesh, Amish, and Rohit | Patel                  | 2324 S Air Depot Boulevard              | Midwest City  | OK    | 73110    | (405) 455-5120   |
|   | Glen Johnson             | Nicholas "Nick" Crouch | 2101 Riverwalk Drive                    | Moore         | OK    | 73160    | (405) 799-2698   |
|   | Dalton Rhoden            | Raymond Hoover         | 319 West Shawnee Street                 | Muscogee      | OK    | 74401    | (918) 912-2278   |
| * | Amish, Rakesh and Rohit  | Patel                  | 1036 E. State Highway 152, Suite 144    | Mustang       | OK    | 73064    | (405) 806-5042   |
|   | Glen Johnson             | Nicholas "Nick" Crouch | 2162 24th Avenue NW                     | Norman        | OK    | 73069    | (405) 928-5363   |
|   | Glen Johnson             | Nicholas "Nick" Crouch | 156 12th Avenue SE                      | Norman        | OK    | 73071    | (405) 801-2232   |
|   | Tasha and Joe            | Stefantos              | 3131 West Memorial Road, Suite A        | Oklahoma City | OK    | 73134    | (405) 753-5454   |
|   | Glen Johnson             | Nicholas "Nick" Crouch | 7141 South Western Avenue, Suite A      | Oklahoma City | OK    | 73139    | (405) 702-7762   |
| * | Amish, Rakesh and Rohit  | Patel                  | 7307 North MacArthur Boulevard Unit 100 | Oklahoma City | OK    | 73132    | (405) 603-7600   |
|   | Glen Johnson             | Nicholas "Nick" Crouch | 7800 North May Avenue, Suite A          | Oklahoma City | OK    | 73116    | (405) 847-8678   |
| * | Amish, Rakesh and Rohit  | Patel                  | TBD                                     | Oklahoma City | OK    | 73128    | (405) 923-3674   |
| * | Amish, Rakesh and Rohit  | Patel                  | 3421 SW 104th Street, Unit 6            | Oklahoma City | OK    | 73159    | (405) 676-8200   |
| * | Rakesh and Rohit         | Patel                  | 717 S Macarthur Boulevard               | Oklahoma City | OK    | 73128    | (405) 768-3326   |
|   | Rohit and Rakesh Patel   | Darnell Harris         | 1714 NW 23rd Street                     | Oklahoma City | OK    | 73106    | (405) 900-6530   |
|   | 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   |
| * | Glen Johnson             | Nicholas "Nick" Crouch | 12906 E. 96th Street North              | Owasso        | OK    | 74055    | (539) 217-2929   |

|   | FIRST NAME                | LAST NAME              | STORE ADDRESS                      | CITY         | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|---------------------------|------------------------|------------------------------------|--------------|-------|----------|------------------|
|   | Dalton                    | Rhoden                 | 4501 South Mill Street             | Pryor        | OK    | 74361    | (918) 781-3635   |
| * | Glen Johnson              | Nicholas "Nick" Crouch | 502 West Morrow Road               | Sand Springs | OK    | 74063    | (405) 335-9191   |
| * | Glen Johnson              | Nicholas "Nick" Crouch | 3954 North Kickapoo Avenue Suite 6 | Shawnee      | OK    | 78404    | (405) 367-2677   |
|   | Glen Johnson              | Nicholas "Nick" Crouch | 1202 North Boomer Road             | Stillwater   | OK    | 74075    | (405) 743-2929   |
|   | Dalton Rhoden             | Raymond Hoover         | 3478 S Muskogee Avenue             | Tahlequah    | OK    | 74464    | (918) 708-1391   |
| * | Glen Johnson              | Nicholas "Nick" Crouch | TBD                                | TBD          | OK    | TBD      | (501) 442-0089   |
| * | Glen Johnson              | Nicholas "Nick" Crouch | TBD                                | TBD          | OK    | TBD      | (573) 489-9890   |
|   | Glen Johnson              | Nicholas "Nick" Crouch | 7460 South Olympia Avenue          | Tulsa        | OK    | 74132    | (918) 814-8080   |
|   | 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 | 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   |
|   | Dalton                    | Rhoden                 | 3722 South Peoria Avenue Suite 200 | Tulsa        | OK    | 74105    | (918) 743-6333   |
|   | Glen Johnson              | Nicholas "Nick" Crouch | 1751 Garth Brooks Boulevard, #100  | Yukon        | OK    | 73099    | (405) 265-3002   |
|   | Abhi Sheth                | Het Gandhi             | TBD                                | Allentown    | PA    | TBD      | (443) 418-8716   |
|   | Hemang and Mayurbhai      | Patel                  | TBD                                | Altoona      | PA    | TBD      | (615) 878-0368   |
| * | Daksheshkumar "Daks" Soni | Dipesh Bhatt           | 2411 Schoenersville Road           | Bethlehem    | PA    | 18017    | (803) 470-8089   |
| * | Girish and Nitin          | Patel                  | TBD                                | Bethlehem    | PA    | TBD      | (908) 217-3173   |
| * | Urvish and Vatsal         | Patel                  | TBD                                | Bloomsburg   | PA    | TBD      | (978) 855-9803   |
| * | Oubab                     | Khalil                 | 507 Town Square Way                | Brentwood    | PA    | 15227    | (412) 207-2015   |
| * | Curt and Matthew          | Fignar                 | 156 Millers Run Road               | Bridgeville  | PA    | 15017    | (412) 220-2395   |

|   | FIRST NAME                                      | LAST NAME           | STORE ADDRESS              | CITY             | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|-------------------------------------------------|---------------------|----------------------------|------------------|-------|----------|------------------|
| * | Jigna, Ankit and Kalpesh                        | Patel               | 5003 Edgmont Avenue        | Brookhaven       | PA    | 19015    | (484) 487-3114   |
| * | Oubab                                           | Khalil              | 433 West Main Street       | Brownsville      | PA    | 15417    | (724) 434-3334   |
| * | Manish and Meenal                               | Singh               | 340 New Castle Road        | Butler           | PA    | 16001    | (724) 256-5280   |
|   | Sandip                                          | Patel               | 3601 Market Street         | Camp Hill        | PA    | 17011    | (717) 412-0157   |
|   | Dipali and Vijay                                | Patel               | TBD                        | Chambersburg     | PA    | TBD      | (757) 401-3223   |
| * | Judith and Keith                                | Delaney             | TBD                        | Dickson City     | PA    | TBD      | (570) 650-3977   |
| * | Bhavin, Bipinbhai, Deepak and Hiteshkumar       | Patel               | TBD                        | Doylestown       | PA    | TBD      | (201) 204-8389   |
| * | Girish and Nitin                                | Patel               | TBD                        | Easton           | PA    | TBD      | (908) 217-3173   |
|   | Haribhai and Meet                               | Patel               | 848 East Main Street #300  | Ephrata          | PA    | 17522    | (717) 466-2900   |
| * | Darshan                                         | Patel               | 6803 Peach Street          | Erie             | PA    | 16509    | (814) 315-4872   |
| * | Darshan                                         | Patel               | TBD                        | Erie             | PA    | TBD      | (708) 407-5961   |
| * | Richard                                         | Ferns               | 267 Main Street            | Exton            | PA    | 19341    | (484) 872-8629   |
| * | Curt                                            | Fignar              | TBD                        | Greentree        | PA    | TBD      | (312) 543-2155   |
| * | Curt                                            | Fignar              | TBD                        | Hampton Township | PA    | TBD      | (312) 543-2155   |
|   | 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   |
|   | Nimisha Shah                                    | Sangita Doshi       | 169 W Chocolate Avenue     | Hershey          | PA    | 17033    | (717) 298-1566   |
| * | Curt                                            | Fignar              | TBD                        | Homestead        | PA    | TBD      | (312) 543-2155   |
|   | Kalpesh Patel                                   | Jigna Kalpesh Patel | TBD                        | Kennett Square   | PA    | TBD      | (302) 897-3396   |
|   | Haribhai and Meet                               | Patel               | 582 Centerville Road       | Lancaster        | PA    | 17601    | (717) 618-8980   |
| * | Darshnaben, Manishaben and Sandipkumar "Sandip" | Patel               | TBD                        | Lancaster        | PA    | TBD      | (201) 270-6490   |
| * | Darshnaben, Manishaben and Sandipkumar "Sandip" | Patel               | TBD                        | Lancaster        | PA    | TBD      | (478) 305-9805   |
| * | Darshnaben, Manishaben and Sandipkumar "Sandip" | Patel               | TBD                        | Lancaster        | PA    | TBD      | (201) 270-7014   |

|   | FIRST NAME                                            | LAST NAME        | STORE ADDRESS                         | CITY                | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|-------------------------------------------------------|------------------|---------------------------------------|---------------------|-------|----------|------------------|
| * | Darshnaben,<br>Manishaben and<br>Sandipkumar "Sandip" | Patel            | TBD                                   | Lancaster           | PA    | TBD      | (201) 270-7014   |
|   | Kimberly and Anthony                                  | Wing             | 5793 Route 981                        | Latrobe             | PA    | 15650    | (724) 520-4800   |
| * | Christopher and Tara                                  | Evitts           | TBD                                   | Lebanon             | PA    | TBD      | (570) 640-1321   |
|   | Manisha K.                                            | Patel            | 169 Levittown Parkway, Suite B        | Levittown           | PA    | 19055    | (215) 486-5968   |
| * | Urvish and Vatsal                                     | Patel            | TBD                                   | Lewisburg           | PA    | TBD      | (978) 855-9803   |
|   | Het Gandhi, Abhi Sheth,<br>and                        | Nisarg Parikh    | 235 Bloomfield Drive, Suite 105       | Lititz              | PA    | 17543    | (717) 397-1827   |
|   | Alpa                                                  | Patel            | 5 South Morehall Road Unit 200        | Malvern             | PA    | 19355    | (484) 320-8271   |
|   | Haribhai and Meet                                     | Patel            | 2201 Strickler Road Suite 703         | Manheim             | PA    | 17545    | (717) 492-8149   |
| * | Jigna, Ankit and Kalpesh                              | Patel            | 1087 West Baltimore Pike, Suite C     | Media               | PA    | 19063    | (484) 445-4016   |
|   | Michael                                               | Yan              | 341 Comet Drive                       | Millersville        | PA    | 17551    | (717) 584-6532   |
|   | Bobbilyn                                              | Lynn             | 9898 University Boulevard Unit 60     | Moon Township       | PA    | 15108    | (412) 507-2140   |
|   | Lori and Brian                                        | Gast             | 4881 William Penn Highway             | Murrysville         | PA    | 15668    | (724) 519-7167   |
|   | Bhavin and Hetal                                      | Patel            | TBD                                   | Newtown             | PA    | TBD      | (908) 627-0404   |
|   | Lori and Brian                                        | Gast             | 714 Mills Drive #5                    | North<br>Huntingdon | PA    | 15642    | (724) 590-5631   |
| * | Curt                                                  | Fignar           | TBD                                   | Oakland             | PA    | TBD      | (312) 543-2155   |
| * | Christopher and Tara                                  | Evitts           | TBD                                   | Paxtonia            | PA    | TBD      | (570) 640-0935   |
|   | Luke Kirby                                            | Rosalind Lindsey | 1600 North Broad Street, Unit 4       | Philadelphia        | PA    | 19121    | (267) 758-6593   |
| * | Richard                                               | Ferns            | 9898 E Roosevelt Boulevard, Suite 104 | Philadelphia        | PA    | 19115    | (215) 904-6172   |
|   | Alpa                                                  | Patel            | 3737 Chestnut Street                  | Philadelphia        | PA    | 19104    | (267) 969-3872   |
| * | 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   |

|   | FIRST NAME                                        | LAST NAME                | STORE ADDRESS             | CITY         | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|---------------------------------------------------|--------------------------|---------------------------|--------------|-------|----------|------------------|
|   | Manisha K.                                        | Patel                    | TBD                       | Philadelphia | PA    | TBD      | (540) 246-2098   |
| * | Ankit, Atul, Gauravkumar, Krina, and Krunal Patel | Harsh Amin and Amit Shah | TBD                       | Philadelphia | PA    | TBD      | (302) 377-3467   |
| * | Ankit, Atul, Gauravkumar, Krina, and Krunal Patel | Harsh Amin and Amit Shah | TBD                       | Philadelphia | PA    | TBD      | (630) 806-5891   |
| * | Ankit, Atul, Gauravkumar, Krina, and Krunal Patel | Harsh Amin and Amit Shah | TBD                       | Philadelphia | PA    | TBD      | (302) 377-3467   |
| * | Ankit, Atul, Gauravkumar, Krina, and Krunal Patel | Harsh Amin and Amit Shah | TBD                       | Philadelphia | PA    | TBD      | (302) 377-3467   |
| * | Ankit, Atul, Gauravkumar, Krina, and Krunal Patel | Harsh Amin and Amit Shah | TBD                       | Philadelphia | PA    | TBD      | (302) 377-3467   |
| * | Ankit, Atul, Gauravkumar, Krina, and Krunal Patel | Harsh Amin and Amit Shah | TBD                       | Philadelphia | PA    | TBD      | (302) 858-1396   |
| * | Ankit, Atul, Gauravkumar, Krina, and Krunal Patel | Harsh Amin and Amit Shah | TBD                       | Philadelphia | PA    | TBD      | (302) 377-3467   |
| * | Ankit, Atul, Gauravkumar, Krina, and Krunal Patel | Harsh Amin and Amit Shah | TBD                       | Philadelphia | PA    | TBD      | (302) 528-3951   |
|   | Sunesh                                            | Patel                    | TBD                       | Philadelphia | PA    | TBD      | (267) 206-1109   |
|   | Suseenthera Kanagasundrum                         | Sudha Suseenthera        | 1570 Egypt Road Suite 180 | Phoenixville | PA    | 19460    | (610) 676-8100   |
| * | 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   |
| * | Curt                                              | Fignar                   | TBD                       | Pittsburgh   | PA    | TBD      | (312) 543-2155   |

| FIRST NAME                                | LAST NAME                     | STORE ADDRESS                  | CITY          | STATE | ZIP CODE | TELEPHONE NUMBER |
|-------------------------------------------|-------------------------------|--------------------------------|---------------|-------|----------|------------------|
| Lori and Brian                            | Gast                          | 5996 Centre Avenue             | Pittsburgh    | PA    | 15206    | (412) 507-3627   |
| Oubab                                     | Khalil                        | 681 Clairton Boulevard         | Pittsburgh    | PA    | 15236    | (412) 710-2196   |
| Manish and Meenal                         | Singh                         | 322 McHolme Drive              | Pittsburgh    | PA    | 15275    | (412) 505-8126   |
| 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      | (202) 264-0431   |
| Daksheshkumar "Daks" Soni                 | Dipesh Bhatt                  | 272 N. West End Boulevard      | Quakertown    | PA    | 18951    | (412) 283-6168   |
| Ronnetta                                  | Mason                         | 630 Shrewsbury Commons Avenue  | Shrewsbury    | PA    | 17361    | (223) 291-4053   |
| Robert and Matthew Tanner                 | Carlos Boozer and Amit Sehgal | 132 South Garner Street        | State College | PA    | 16801    | (814) 374-5070   |
| Matthew and Robert Tanner                 | Amit Sehgal and Carlos Boozer | TBD                            | State College | PA    | TBD      | (631) 574-7700   |
| Carlos                                    | Silver                        | 361 Charles Way                | Stroudsburg   | PA    | 18360    | (272) 200-3220   |
| Bhavin, Bipinbhai, Deepak and Hiteshkumar | Patel                         | TBD                            | Telford       | PA    | TBD      | (201) 204-8389   |
| Dhruvkumar                                | Patel                         | TBD                            | Temple        | PA    | TBD      | (731) 819-8442   |
| Abhi Sheth, Nisarg Parikh                 | Het Gandhi                    | TBD                            | Trexlerstown  | PA    | TBD      | (717) 609-9921   |
| Manish and Meenal                         | Singh                         | 189 Murtland Avenue            | Washington    | PA    | 15301    | (878) 226-1087   |
| Richard                                   | Ferns                         | 251 East Swedesford Road       | Wayne         | PA    | 19087    | (610) 441-7313   |
| Richard                                   | Ferns                         | 103 Turner Lane                | West Chester  | PA    | 19380    | (610) 441-7312   |
| Curt and Matthew                          | Fignar                        | 10339 Perry Highway Unit 3     | Wexford       | PA    | 15090    | (878) 465-2042   |
| Sagar                                     | Patel                         | TBD                            | Whitehall     | PA    | TBD      | (267) 902-5793   |
| Judith and Keith                          | Delaney                       | TBD                            | Wilkes        | PA    | TBD      | (570) 650-3977   |
| Richard                                   | Ferns                         | 2401W Cheltenham Avenue        | Wyncote       | PA    | 19095    | (267) 637-8767   |
| Dhruvkumar                                | Patel                         | TBD                            | Wyomissing    | PA    | TBD      | (731) 819-8442   |
| Sandip                                    | Patel                         | 1800 Loucks Road Suite 625     | York          | PA    | 17408    | (717) 885-0706   |
| Hashim and Nadir                          | Azhar                         | 1722 South Queen Street Unit 2 | York          | PA    | 17403    | (717) 318-5438   |
| Christopher "Chris" and Glen              | Baker                         | 2370 New London Turnpike       | Coventry      | RI    | 02816    | (401) 615-0606   |

|   | FIRST NAME                      | LAST NAME           | STORE ADDRESS                     | CITY                   | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|---------------------------------|---------------------|-----------------------------------|------------------------|-------|----------|------------------|
|   | Christopher "Chris" and Glen    | Baker               | 145 Hillside Road                 | Cranston               | RI    | 02920    | (401) 533-9700   |
|   | James                           | Dumont Jr.          | TBD                               | Johnston               | RI    | TBD      | (401) 301-5153   |
| * | Casey, Ewa and Slawomir         | Michalowski         | TBD                               | Newport                | RI    | TBD      | (401) 300-6993   |
| * | Casey, Ewa and Slawomir         | Michalowski         | TBD                               | North Kingstown        | RI    | TBD      | (401) 261-6451   |
|   | Christopher "Chris" and Glen    | Baker               | 1565 Mineral Spring Avenue        | North Providence       | RI    | 02904    | (401) 414-7000   |
|   | James                           | Dumont Jr.          | TBD                               | Providence             | RI    | TBD      | (401) 301-5153   |
| * | Casey, Ewa and Slawomir         | Michalowski         | TBD                               | Wakefield              | RI    | TBD      | (401) 300-6993   |
|   | James                           | Dumont Jr.          | 2574 Suite 300 West Shore         | Warwick                | RI    | 02889    | (401) 384-7207   |
|   | Harshit, Ujash, Manishkumar and | Krina Patel         | 300 Quaker Lane Unit C-11         | Warwick                | RI    | 02886    | (401) 340-3074   |
|   | Daksheshkumar "Daks"            | Soni                | 4086 Julep Way Southwest, Suite C | Aiken                  | SC    | 29803    | (803) 961-7196   |
| * | Daksheshkumar "Daks"            | Soni                | TBD                               | Aiken                  | SC    | TBD      | (803) 470-8089   |
| * | Gregory "Greg" Powell           | William "Bill" Ruby | 2019 East Greenville Street       | Anderson               | SC    | 29621    | (864) 642-9817   |
|   | Matthew Wyrick                  | Justin Franklin     | TBD                               | Beaufort/Jasper County | SC    | TBD      | (559) 708-7669   |
| * | Justin Franklin                 | Matthew Wyrick      | 1127 Fording Island Road          | Bluffton               | SC    | 29910    | (559) 708-7669   |
|   | Daksheshkumar "Daks"            | Soni                | TBD                               | Blythewood             | SC    | TBD      | (803) 470-8089   |
|   | Daksheshkumar "Daks"            | Soni                | TBD                               | Camden                 | SC    | TBD      | (803) 470-8089   |
|   | Jon                             | Parkman             | 186 Seven Farms Drive Unit D      | Charleston             | SC    | 29492    | (843) 352-7162   |
|   | Jon                             | Parkman             | 1808 Sam Rittenberg Boulevard     | Charleston             | SC    | 29407    | (843) 990-9585   |
| * | Rylan                           | Miller              | 869 Folly Road                    | Charleston             | SC    | 29412    | (843) 764-9980   |
| * | Jennifer and Rylan              | Miller              | TBD                               | Charleston             | SC    | TBD      | (843) 516-4368   |
|   | Jon                             | Parkman             | 41 Grand Oaks Boulevard, Suite A  | Charleston             | SC    | 29414    | (843) 724-9125   |
| * | Jon                             | Parkman             | TBD                               | Charleston             | SC    | TBD      | (843) 817-7445   |
| * | Donald and Elena                | Reese               | TBD                               | Clemson                | SC    | TBD      | (803) 646-3489   |
| * | Donald and Elena                | Reese               | TBD                               | Clemson                | SC    | TBD      | (803) 646-3489   |
| * | Donald and Elena                | Reese               | TBD                               | Clemson                | SC    | TBD      | (803) 646-3489   |

| FIRST NAME                  | LAST NAME             | STORE ADDRESS                         | CITY         | STATE | ZIP CODE | TELEPHONE NUMBER |
|-----------------------------|-----------------------|---------------------------------------|--------------|-------|----------|------------------|
| Leslie and David            | Duffy                 | 150B Harbison Boulevard Suite 20      | Columbia     | SC    | 29212    | (803) 217-3112   |
| Leslie                      | Duffy                 | 650 Lincoln Street                    | Columbia     | SC    | 29201    | (803) 807-9335   |
| Daksheshkumar "Daks"        | Soni                  | 4400 Fort Jackson Boulevard Suite 600 | Columbia     | SC    | 29209    | (803) 724-2000   |
| Daksheshkumar "Daks"        | Soni                  | 1033 Roberts Branch Parkway #105      | Columbia     | SC    | 29203    | (803) 470-8089   |
| Hansaben and Yash           | Patel                 | 10136 Two Notch Road Suite 105-B      | Columbia     | SC    | 29229    | (803) 995-7442   |
| * Sidney and Jacquelyn      | Fulton                | TBD                                   | Columbia     | SC    | TBD      | (803) 707-7412   |
| Daksheshkumar "Dax"         | Soni                  | 1729 Marshall Street                  | Columbia     | SC    | 29203    | (803) 451-0016   |
| Rylan Miller                | Roberto Laben         | 201 Graduate Road - Unit 103          | Conway       | SC    | 29526    | (843) 234-5670   |
| * Daksheshkumar "Daks"      | Soni                  | TBD                                   | Dentsville   | SC    | TBD      | (803) 470-8089   |
| * Gregory "Greg" Powell     | William "Bill" Ruby   | 1709 East Main Street, Suite A        | Duncan       | SC    | 29334    | (864) 249-0194   |
| * Chinmay                   | Patel                 | TBD                                   | Easley       | SC    | TBD      | (732) 673-9737   |
| Vipul                       | Patel                 | 2600 David McLeod Boulevard, Suite E  | Florence     | SC    | 29501    | (843) 799-0094   |
| Vipul                       | Patel                 | 211 Pamplico Highway, Unit A          | Florence     | SC    | 29505    | (843) 702-0122   |
| Vipul                       | Patel                 | TBD                                   | Florence     | SC    | TBD      | (843) 229-6840   |
| * Daksheshkumar "Daks"      | Soni                  | TBD                                   | Forest Acres | SC    | TBD      | (803) 470-8089   |
| Sidney and Jacquelyn        | Fulton                | TBD                                   | Ft. Jackson  | SC    | TBD      | (803) 707-7412   |
| Monika, Rutul and Savitaben | Patel                 | TBD                                   | Gaffney      | SC    | TBD      | (860) 402-0273   |
| * Gregory "Greg" Powell     | William "Bill" Ruby   | 3704 Pelham Road                      | Greenville   | SC    | 29615    | (864) 520-8550   |
| * William "Bill" Ruby       | Gregory "Greg" Powell | TBD                                   | Greenville   | SC    | TBD      | (817) 733-2360   |
| * William "Bill" Ruby       | Gregory "Greg" Powell | TBD                                   | Greenville   | SC    | TBD      | (817) 733-2360   |
| * William "Bill" Ruby       | Gregory "Greg" Powell | TBD                                   | Greenville   | SC    | TBD      | (817) 733-2360   |
| * Chinmay                   | Patel                 | TBD                                   | Greenville   | SC    | TBD      | (732) 673-9737   |
| Daksheshkumar "Daks"        | Soni                  | TBD                                   | Greenwood    | SC    | TBD      | (803) 470-8089   |
| * Chinmay                   | Patel                 | TBD                                   | Greer        | SC    | TBD      | (732) 673-9737   |
| * Justin Franklin           | Matthew Wyrick        | 468 D. Mark Cummings Road, Suite 101  | Hardeeville  | SC    | 29927    | (843) 208-2277   |
| Axita and Vipul             | Patel                 | TBD                                   | Hartsville   | SC    | TBD      | (843) 229-6840   |

|   | FIRST NAME                   | LAST NAME                    | STORE ADDRESS                              | CITY               | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|------------------------------|------------------------------|--------------------------------------------|--------------------|-------|----------|------------------|
| * | Justin Franklin              | Matthew Wyrick               | 1000 William Hilton Parkway, Suite C-4     | Hilton Head        | SC    | 29928    | (843) 341-9113   |
|   | Tenisha Patterson            | Everette Brown               | 9695 Redstone Drive<br>Suite 200           | Indian Land        | SC    | 29707    | (803) 548-0080   |
|   | Leslie                       | Duffy                        | 1180 Dutch Fork Road, Suite B              | Irmo               | SC    | 29063    | (803) 445-1574   |
| * | Daksheshkumar "Daks"         | Soni                         | TBD                                        | Lancaster          | SC    | TBD      | (803) 470-8089   |
|   | Leslie and David             | Duffy                        | 5166 Sunset Boulevard Suite H              | Lexington          | SC    | 29072    | (803) 356-0318   |
|   | 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                 | 11990 Highway 17 Bypass South Unit 1       | Murrells Inlet     | SC    | 29576    | (843) 651-4805   |
|   | Roberto Laben                | Rylan Miller                 | 825 Market Place Drive, Unit 1             | Myrtle Beach       | SC    | 29579    | (843) 903-5200   |
|   | Roberto Laben                | Rylan Miller                 | 112 Loyola Dr, Suite 120                   | Myrtle Beach       | SC    | 29588    | (843) 215-0513   |
| * | Daksheshkumar "Daks"         | Soni                         | TBD                                        | Newberry           | SC    | TBD      | (803) 470-8089   |
|   | Donald and Elena             | Reese                        | 1215 Knox Avenue                           | North Augusta      | SC    | 29841    | (803) 599-5958   |
|   | Rylan                        | Miller                       | 4940 Centre Pointe Drive, Suite A          | North Charleston   | SC    | 29418    | (843) 818-4722   |
|   | Alexander "Alex" Corbishley  | Marc and Lawrence Rodenbaugh | 7250 Rivers Avenue Building 300, Suite 102 | North Charleston   | SC    | 29406    | (854) 999-1223   |
|   | Marc and Lawrence Rodenbaugh | Alexander "Alex" Corbishley  | 8459 Dorchester Road, Suite A              | North Charleston   | SC    | 29420    | (843) 203-6765   |
|   | Rylan Miller                 | Roberto Laben                | 1400 Highway 17 North Unit 4               | North Myrtle Beach | SC    | 29582    | (843) 663-2060   |
| * | Gregory "Greg" Powell        | William "Bill" Ruby          | 3558 Highway 153                           | Powdersville       | SC    | 29611    | (864) 412-8030   |
| * | Daksheshkumar "Daks"         | Soni                         | TBD                                        | Red Bank           | SC    | TBD      | (803) 470-8089   |
| * | Pravinkumar and Keyurkumar   | Patel                        | TBD                                        | Rock Hill          | SC    | TBD      | (803) 974-0291   |
| * | Pravinkumar and Keyurkumar   | Patel                        | TBD                                        | Rock Hill          | SC    | TBD      | (803) 687-0297   |
| * | Gregory "Greg" Powell        | William "Bill" Ruby          | 2815 Woodruff Road Suite 102               | Simpsonville       | SC    | 29681    | (864) 609-4600   |
| * | Gregory "Greg" Powell        | William "Bill" Ruby          | 1490 W.O Ezell Boulevard, Suite 2          | Spartanburg        | SC    | 29301    | (864) 310-4823   |
| * | Gregory "Greg" Powell        | William "Bill" Ruby          | 1949 East Main Street                      | Spartanburg        | SC    | 29307    | (864) 541-7677   |

| FIRST NAME                                     | LAST NAME             | STORE ADDRESS                         | CITY           | STATE | ZIP CODE | TELEPHONE NUMBER |
|------------------------------------------------|-----------------------|---------------------------------------|----------------|-------|----------|------------------|
| Rylan                                          | Miller                | 200 Nexton Square Drive               | Summerville    | SC    | 29486    | (843) 900-3227   |
| * Jon                                          | Parkman               | TBD                                   | Summerville    | SC    | TBD      | (843) 817-7445   |
| Daksheshkumar "Daks"                           | Soni                  | 1301 Broad Street                     | Sumpter        | SC    | 29150    | (803) 869-1022   |
| Nikitaben                                      | Patel                 | 2435 West Highway 160 Suite 104       | Tega Cay       | SC    | 29708    | (803) 802-0088   |
| * Chinmay                                      | Patel                 | TBD                                   | Travelers Rest | SC    | TBD      | (732) 673-9737   |
| * Sidney and Jacqelyn                          | Fulton                | 118 Dreher Road                       | West Columbia  | SC    | 29169    | (803) 834-4160   |
| * Sunitaben                                    | Patel                 | TBD                                   | York           | SC    | TBD      | (704) 651-0466   |
| Russell Warner, Ann Park                       | Angela Yahne          | TBD                                   | Aberdeen       | SD    | TBD      | (605) 237-6587   |
| Ann                                            | Park                  | 1461 6th Street                       | Brookings      | SD    | 57006    | (605) 692-1880   |
| Ankit and Bhavesh                              | Patel                 | 1612 Eglin Street Suite 900           | Rapid City     | SD    | 57701    | (605) 716-8521   |
| Ankit and Bhavesh                              | Patel                 | 1301 W Omaha Road, Suite 101          | Rapid City     | SD    | 57701    | (605) 716-3726   |
| * Russell Warner, Ann Park                     | Angela Yahne          | TBD                                   | Sioux Falls    | SD    | TBD      | (605) 237-6587   |
| Kelli                                          | Ewert                 | 2430 Platinum Drive                   | Spearfish      | SD    | 57783    | (605) 717-1006   |
| Russell Warner                                 | Angela Yahne          | 911 11th Street SE, Suite 200         | Watertown      | SD    | 57201    | (605) 878-0599   |
| * Russell Warner, Ann Park                     | Angela Yahne          | TBD                                   | Watertown      | SD    | TBD      | (605) 691-8233   |
| * Todd and Arriel Walton                       | ChansLyn Owen         | 2141 Century Farms Parkway Suite 1011 | Antioch        | TN    | 37013    | (615) 649-8529   |
| Manoj (Mike)                                   | Patel                 | 11830 Milton Wilson Road              | Arlington      | TN    | 38002    | (901) 317-6557   |
| Kush, Manish and Megha                         | Patel                 | TBD                                   | Athens         | TN    | TBD      | (203) 543-9204   |
| Bhavinkumar and Saurin                         | Patel                 | TBD                                   | Brentwood      | TN    | TBD      | (803) 908-8178   |
| Todd and Arriel Walton                         | ChansLyn Owen         | TBD                                   | Brentwood      | TN    | TBD      | (702) 302-6655   |
| * Ankit and Gunjan                             | Patel                 | TBD                                   | Bristol        | TN    | TBD      | (423) 237-4159   |
| * Karen Wallis-Neumaier                        | Paul Neumaier         | 2380 Lifestyle Way Suite 140          | Chattanooga    | TN    | 37421    | (423) 269-7990   |
| * Paul Neumaier                                | Karen Neumaier-Wallis | TBD                                   | Chattanooga    | TN    | TBD      | (248) 961-0080   |
| Gineshkumar, Mukeshbhai, Rohitkumar and Shivam | Patel                 | 20 Cherokee Boulevard Suite 120       | Chattanooga    | TN    | 37405    | (423) 551-8327   |

| FIRST NAME                      | LAST NAME                         | STORE ADDRESS                         | CITY              | STATE | ZIP CODE | TELEPHONE NUMBER |
|---------------------------------|-----------------------------------|---------------------------------------|-------------------|-------|----------|------------------|
| Thom                            | Fox                               | TBD                                   | Chattanooga       | TN    | TBD      | (817) 366-9292   |
| Paul Rhodes                     | Armi Tisha Grace Aguilar Rhodes   | 1825 Madison Street, Suite A          | Clarksville       | TN    | 37043    | (931) 919-2220   |
| Paul Rhodes                     | Armi Tisha Grace Aguilar Rhodes   | 2300 Wilma Rudolph Boulevard, Suite A | Clarksville       | TN    | 37042    | (931) 272-6601   |
| Paul Rhodes                     | Armi Tisha Grace Aguilar Rhodes   | TBD                                   | Clarksville       | TN    | TBD      | (931) 272-6601   |
| Amee, Nayna, and Paresh         | Patel                             | 684 Paul Huff Parkway NW, Suite 302   | Cleveland         | TN    | 37312    | (423) 464-5287   |
| * Jigna                         | Patel                             | 901 W. Market Boulevard, Suite 1      | Collierville      | TN    | 38017    | (901) 850-0200   |
| Ted and Deborah Reed            | Michael Deak and Christina Morris | TBD                                   | Columbia          | TN    | TBD      | (770) 878-7163   |
| Jignesh and Nareshkumar         | Patel                             | TBD                                   | Cookeville        | TN    | TBD      | (931) 644-4259   |
| * Jigna and Krush               | Patel                             | TBD                                   | Covington         | TN    | TBD      | (501) 529-4914   |
| Krusha, Rutvik and Yogesh Kumar | Patel                             | TBD                                   | Dickson           | TN    | TBD      | (615) 545-2389   |
| * Jigna and Krush               | Patel                             | TBD                                   | Dyersburg         | TN    | TBD      | (501) 529-4914   |
| Prakash                         | Patel                             | TBD                                   | East Murfreesboro | TN    | TBD      | (848) 248-1456   |
| Lacy and Joshua                 | Horne                             | TBD                                   | Elizabethton      | TN    | TBD      | (423) 794-6778   |
| * Jason                         | Willeman                          | 119 Lovell Road                       | Farragut          | TN    | 37934    | (865) 218-5000   |
| Babeshkumar Nirav               | Patel                             | TBD                                   | Fountain City     | TN    | TBD      | (216) 409-3818   |
| * Lawrence "Larry" Lavigne      | Paul Dudgeon                      | 443 Cool Springs Road                 | Franklin          | TN    | 37067    | (615) 905-4731   |
| Krunalkumar and Pinika          | Patel                             | TBD                                   | Gatlinburg        | TN    | TBD      | (978) 399-9313   |
| * Michael                       | Crawley                           | 207 Maharris Drive Suite B            | Gallatin          | TN    | 37066    | (615) 899-6093   |
| Sachin                          | Patel                             | TBD                                   | Goodlettsville    | TN    | TBD      | (848) 219-9427   |
| * Ankit and Gunjan              | Patel                             | TBD                                   | Greenville        | TN    | TBD      | (423) 237-4159   |
| 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   |
| Lacy and Joshua                 | Horne                             | 1900 Roan Street                      | Johnson City      | TN    | 37601    | (423) 900-2522   |

| FIRST NAME                      | LAST NAME        | STORE ADDRESS                        | CITY         | STATE | ZIP CODE | TELEPHONE NUMBER |
|---------------------------------|------------------|--------------------------------------|--------------|-------|----------|------------------|
| Lacy and Joshua                 | Horne            | 1229 North Eastman Road Suite 205    | Kingsport    | TN    | 37664    | (423) 530-7045   |
| Babeshkumar and Rajanikant      | Patel            | 2012 Cumberland Avenue               | Knoxville    | TN    | 37916    | (865) 312-9470   |
| * Jody                          | Willeman         | 128 N. Cedar Bluff Road              | Knoxville    | TN    | 37923    | (865) 985-0344   |
| * Jody and Jason                | Willeman         | 6481 Kingston Pike                   | Knoxville    | TN    | 37919    | (865) 338-9020   |
| Babeshkumar                     | Patel            | TBD                                  | Knoxville    | TN    | TBD      | (216) 409-3818   |
| * Ethan Blanchard, Milo Leakehe | Zachary McKinley | TBD                                  | Knoxville    | TN    | TBD      | (801) 822-7245   |
| * Ethan Blanchard, Milo Leakehe | Zachary McKinley | TBD                                  | Knoxville    | TN    | TBD      | (435) 840-7511   |
| Kush, Manish and Megha          | Patel            | TBD                                  | Knoxville    | TN    | TBD      | (203) 543-9204   |
| * Ankit and Gunjan              | Patel            | TBD                                  | Kodak        | TN    | TBD      | (423) 237-4159   |
| Prakash                         | Patel            | 1443 West Main Street, Suite 400     | Lebanon      | TN    | 37087    | (615) 784-4007   |
| * Ankit and Gunjan              | Patel            | TBD                                  | Lenior       | TN    | TBD      | (423) 237-4159   |
| Bhagyesh                        | Patel            | TBD                                  | McMinnville  | TN    | TBD      | (615) 473-0845   |
| Jigna                           | Patel            | 1779 Kirby Parkway, Suite 3          | Memphis      | TN    | 38138    | (901) 758-8666   |
| * Jigna                         | Patel            | 765 North Germantown Parkway         | Memphis      | TN    | 38018    | (901) 755-1008   |
| * Jigna and Nilesh "Neal"       | Patel            | 1708 North Union Avenue              | Memphis      | TN    | 38104    | (501) 240-6554   |
| Rutvik and Yogesh Kumar         | Patel            | 7706 Winchester Road, Suite 107      | Memphis      | TN    | 38125    | (901) 590-3676   |
| Jigna Patel                     | Richie Patel     | 3585 Austin Peay                     | Memphis      | TN    | 38128    | (901) 730-1791   |
| * Jigna and Krush               | Patel            | TBD                                  | Memphis      | TN    | TBD      | (501) 529-4914   |
| * Jigna and Krush               | Patel            | TBD                                  | Memphis      | TN    | TBD      | (501) 529-4914   |
| Robert                          | Schmidt          | 8253 Highway 51, Suite 101           | Millington   | TN    | 38053    | (901) 872-0370   |
| Gunjan and Ankit                | Patel            | 140 Hatfield Drive, Suite 2          | Morristown   | TN    | 37814    | (423) 616-0211   |
| * Michael                       | Crawley          | TBD                                  | Mt. Juliet   | TN    | TBD      | (615) 483-6086   |
| Janki and Bhavinkumar           | Patel            | 1855 Medical Center Parkway, Suite E | Murfreesboro | TN    | 37129    | (615) 225-8024   |
| Prakash                         | Patel            | TBD                                  | Murfreesboro | TN    | TBD      | (848) 248-1456   |
| Bhavinkumar and Saurin          | Patel            | TBD                                  | Murfreesboro | TN    | TBD      | (803) 908-8178   |

|   | FIRST NAME                    | LAST NAME              | STORE ADDRESS                         | CITY         | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|-------------------------------|------------------------|---------------------------------------|--------------|-------|----------|------------------|
|   | Brijesh                       | Patel                  | 7630 Highway 70 S. Suite 301          | Nashville    | TN    | 37221    | (615) 712-8974   |
| * | Todd and Arriel Walton        | ChansLyn Owen          | TBD                                   | Nashville    | TN    | TBD      | (702) 302-6655   |
| * | Todd and Arriel Walton        | ChansLyn Owen          | TBD                                   | Nashville    | TN    | TBD      | (702) 302-6655   |
| * | Sachin                        | Patel                  | TBD                                   | Nashville    | TN    | TBD      | (848) 219-9427   |
| * | Sachin                        | Patel                  | 7078 Charlotte Pike                   | Nashville    | TN    | 37209    | (615) 471-0700   |
| * | 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   |
| * | 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   |
| * | Ethan Blanchard, Milo Leakehe | Zachary McKinley       | 239 South Illinois Avenue             | Oak Ridge    | TN    | 37830    | (865) 294-4951   |
|   | Manojkumar                    | Patel                  | TBD                                   | Oakland      | TN    | TBD      | (912) 704-5771   |
|   | Pinika and Krunalkumar        | Patel                  | 2430 Teaster Lane, Suite 114          | Pigeon Forge | TN    | 37863    | (865) 429-1800   |
|   | Ted                           | Reed                   | 1017 Crossings Boulevard              | Spring Hill  | TN    | 37174    | (931) 451-7899   |
| * | Michael                       | Crawley                | 2805 Memorial Boulevard, Unit 1       | Springfield  | TN    | 37172    | (615) 483-6086   |
| * | Michael                       | Crawley                | TBD                                   | Springfield  | TN    | TBD      | (615) 483-6086   |
|   | Bhagyesh                      | Patel                  | TBD                                   | Tullahoma    | TN    | TBD      | (615) 473-0845   |
|   | Jigna and Richie              | Patel                  | TBD                                   | Wolf Chase   | TN    | TBD      | (501) 316-7264   |
| * | Glen Johnson                  | Nicholas "Nick" Crouch | 4134 Buffalo Gap Road                 | Abilene      | TX    | 79605    | (325) 704-5900   |
|   | Grant                         | Watkins                | TBD                                   | Abilene      | TX    | TBD      | (432) 413-9525   |
| * | Kamran                        | Jamal                  | TBD                                   | Addison      | TX    | TBD      | (847) 525-6259   |
| * | Nimisha and Yash              | Patel                  | TBD                                   | Aledo        | TX    | TBD      | (609) 751-3522   |
|   | Prasad                        | Potluri                | 880 West Exchange Parkway, Suite 1160 | Allen        | TX    | 75013    | (214) 785-7735   |
|   | Glen Johnson                  | Nicholas "Nick" Crouch | 4280 S Soncy Road, Suite 100          | Amarillo     | TX    | 79119    | (806) 353-1010   |

|   | FIRST NAME                          | LAST NAME              | STORE ADDRESS                                    | CITY       | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|-------------------------------------|------------------------|--------------------------------------------------|------------|-------|----------|------------------|
| * | Glen Johnson                        | Nicholas "Nick" Crouch | 1909 Georgia Street South                        | Amarillo   | TX    | 79109    | (806) 398-0025   |
|   | David                               | Funkhouser             | 1108 N. Collins                                  | Arlington  | TX    | 76011    | (682) 276-6008   |
|   | David                               | Funkhouser             | TBD                                              | Arlington  | TX    | TBD      | (310) 750-7700   |
| * | Juan                                | Guzman                 | 4407 Little Road, Suite 655                      | Arlington  | TX    | 76016    | (682) 587-4278   |
| * | Juan                                | Guzman                 | TBD                                              | Arlington  | TX    | TBD      | (817) 304-9032   |
| * | Parth, Rushabh and Sagarkumar       | Bhakta                 | TBD                                              | Atascocita | TX    | TBD      | (281) 704-8284   |
| * | 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   |
|   | Alonzo                              | Soliz Jr               | TBD                                              | Austin     | TX    | TBD      | (512) 791-6546   |
| * | Matthew and Tracy                   | Cohen                  | TBD                                              | Austin     | TX    | TBD      | (512) 626-6302   |
| * | Matthew and Tracy                   | Cohen                  | TBD                                              | Austin     | TX    | TBD      | (512) 492-5893   |
| * | Avani and Kajal                     | Patel                  | TBD                                              | Austin     | TX    | TBD      | (630) 263-1195   |
| * | Avani and Kajal                     | Patel                  | TBD                                              | Austin     | TX    | TBD      | (513) 420-7795   |
| * | Lindsey Weems                       | Andrew Joseph Spahn    | TBD                                              | Austin     | TX    | TBD      | (214) 207-8428   |
| * | Lindsey Weems                       | Andrew Joseph Spahn    | TBD                                              | Austin     | TX    | TBD      | (214) 207-8428   |
| * | Lindsey Weems                       | Andrew Joseph Spahn    | TBD                                              | Austin     | TX    | TBD      | (214) 207-8428   |
| * | Lindsey Weems                       | Andrew Joseph Spahn    | TBD                                              | Austin     | TX    | TBD      | (214) 207-8428   |
| * | Lindsey Weems                       | Andrew Joseph Spahn    | TBD                                              | Austin     | TX    | TBD      | (214) 207-8428   |
|   | Shreya                              | Chaudhari              | 9600 Escarpment Boulevard, Building H, Suite 900 | Austin     | TX    | 78749    | (512) 300-0271   |
|   | Lindsey Weems                       | Andrew Joseph Spahn    | 7301 RR 620 North, Suite 130                     | Austin     | TX    | 78726    | (512) 297-2324   |
|   | Lindsey Weems                       | Andrew Joseph Spahn    | 815 West 47th Street, Suite 102B                 | Austin     | TX    | 78751    | (512) 243-8053   |
|   | Ramilaben "Roma", Ankit, and Kavita | Patel                  | 8534 South Congress Avenue Unit 100              | Austin     | TX    | 78745    | (512) 291-6280   |
| * | Grant                               | Watkins                | TBD                                              | Austin     | TX    | TBD      | (432) 413-9525   |
| * | Grant                               | Watkins                | TBD                                              | Austin     | TX    | TBD      | (432) 413-9525   |

|   | FIRST NAME                    | LAST NAME                                     | STORE ADDRESS                          | CITY        | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|-------------------------------|-----------------------------------------------|----------------------------------------|-------------|-------|----------|------------------|
| * | James Stanford, Olaide Ajayi, | Gregory Smith, Ishwara Sankara, Cory Collinge | TBD                                    | Azle        | TX    | TBD      | (817) 368-6244   |
|   | Armon, Arahd, Hannah and Kia  | Kohan                                         | TBD                                    | Azle        | TX    | TBD      | (817) 343-2626   |
| * | Mansour                       | Hijazi                                        | 6040 Garth Road, Suite 60              | Baytown     | TX    | 77521    | (281) 768-1161   |
| * | Charmi and Hiren              | Patel                                         | TBD                                    | Beaumont    | TX    | TBD      | (973) 342-1421   |
| * | Charmi and Hiren              | Patel                                         | TBD                                    | Beaumont    | TX    | TBD      | (714) 331-6226   |
| * | Charmi and Hiren              | Patel                                         | TBD                                    | Beaumont    | TX    | TBD      | (973) 342-1421   |
| * | Cristina                      | Quiroz                                        | TBD                                    | Belton      | TX    | TBD      | (915) 929-6382   |
| * | James Stanford, Olaide Ajayi, | Gregory Smith, Ishwara Sankara, Cory Collinge | TBD                                    | Benbrook    | TX    | TBD      | (407) 782-6285   |
| * | Carlos and Rafael             | Varela                                        | 3230 Pablo Kisel Boulevard Suite E-113 | Brownsville | TX    | 78526    | (956) 621-1519   |
| * | Carlos and Rafael             | Varela                                        | 2715 Boca Chica Boulevard Suite 1-A    | Brownsville | TX    | 78521    | (956) 443-0521   |
| * | Carlos and Rafael             | Varela                                        | TBD                                    | Brownsville | TX    | TBD      | (956) 574-9787   |
| * | Carlos and Rafael             | Varela                                        | TBD                                    | Brownsville | TX    | TBD      | (956) 574-9787   |
| * | Carlos and Rafael             | Varela                                        | TBD                                    | Brownsville | TX    | TBD      | (958) 574-9787   |
| * | Carlos and Rafael             | Varela                                        | TBD                                    | Brownsville | TX    | TBD      | (956) 574-9787   |
| * | Carlos and Rafael             | Varela                                        | TBD                                    | Brownsville | TX    | TBD      | (958) 574-9787   |
| * | Carlos and Rafael             | Varela                                        | TBD                                    | Brownsville | TX    | TBD      | (956) 574-9787   |
|   | Farhan                        | Hyder                                         | TBD                                    | Bulverde    | TX    | TBD      | (210) 445-7989   |
| * | James Stanford, Olaide Ajayi, | Gregory Smith, Ishwara Sankara, Cory Collinge | 826 SW Wilshire Boulevard, Suite 116   | Burleson    | TX    | 76028    | (817) 386-7910   |
| * | Kamran                        | Jamal                                         | TBD                                    | Carrollton  | TX    | TBD      | (847) 525-6259   |
| * | Glen Johnson                  | Nicholas "Nick" Crouch                        | 1004 E Hebron Parkway                  | Carrollton  | TX    | 75010    | (469) 557-1919   |
|   | Glen Johnson                  | Nicholas "Nick" Crouch                        | TBD                                    | Carrollton  | TX    | TBD      | (573) 489-9890   |
| * | Joseph                        | Omobogie                                      | TBD                                    | Cedar Hill  | TX    | TBD      | (972) 880-2580   |

|   | FIRST NAME                     | LAST NAME                | STORE ADDRESS                            | CITY            | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|--------------------------------|--------------------------|------------------------------------------|-----------------|-------|----------|------------------|
|   | Alonzo                         | Soliz Jr                 | 1465 East Whitestone Boulevard           | Cedar Park      | TX    | 78613    | (512) 259-5472   |
| * | Alonzo Soliz Jr.               | Alonzo Soliz Sr.         | 1540 Cypress Creek Road                  | Cedar Park      | TX    | 78613    | (737) 212-0396   |
|   | Albino "Al"                    | Cortoreal                | 310 University Drive East, Suite 200     | College Station | TX    | 77840    | (979) 485-9417   |
|   | Ashokkumar and Riteshkumar     | Patel                    | 1255 Arrington Road, Suite 600           | College Station | TX    | 77845    | (979) 485-1875   |
| * | Shafiq and Amirali Marediya    | Noman and Hasanali Momin | 215 South Loop 336 West, Suite 200       | Conroe          | TX    | 77304    | (936) 494-0094   |
| * | Carlos and Rafael              | Varela                   | 7514 South Padre Island Drive, Suite 101 | Corpus Christi  | TX    | 78412    | (361) 257-1866   |
|   | Jagriti Gupta                  | Binu Agrawal             | 28610 Highway 290, Suite F13             | Cypress         | TX    | 77433    | (281) 758-5839   |
| * | Hiren and Charmi               | Patel                    | 7714 Fry Road, Unit 100                  | Cypress         | TX    | 77433    | (281) 815-5858   |
|   | Smit Shah                      | Prachee Patel            | 4560 West Mockingbird Lane Suite118      | Dallas          | TX    | 75209    | (214) 351-7037   |
| * | Smit                           | Shah                     | 5315 Greenville Avenue, Suite 105        | Dallas          | TX    | 75026    | (214) 377-9157   |
|   | Pratik Chheda                  | Jay Patel                | 1501 West Princeton Drive                | Dallas          | TX    | 75407    | (469) 378-3856   |
|   | Karan Singh                    | Andy Panwar              | TBD                                      | Dallas          | TX    | TBD      | (917) 816-7329   |
| * | Hicham Salloum, Mojtaba Salame | Ali El-Moussawi          | TBD                                      | Dallas          | TX    | TBD      | (972) 809-3773   |
| * | Hicham Salloum, Mojtaba Salame | Ali El-Moussawi          | TBD                                      | Dallas          | TX    | TBD      | (972) 809-3773   |
| * | Glen Johnson                   | Nicholas "Nick" Crouch   | 1807 West University Drive               | Denton          | TX    | 76201    | (940) 331-0066   |
| * | Courtney                       | Swanigan                 | TBD                                      | DeSoto          | TX    | TBD      | (818) 675-1564   |
| * | Glen Johnson                   | Nicholas "Nick" Crouch   | 8401 Justin Road, Suite 100              | Double Oak      | TX    | 75077    | (469) 750-3737   |
| * | Carlos and Rafael              | Varela                   | 508 W. Trenton Road Suite 1              | Edinburg        | TX    | 78539    | (956) 330-8631   |
|   | Kaleb Warnock                  | Paula Flores Warnock     | 1513 North Zaragoza Road                 | El Paso         | TX    | 79925    | (915) 303-7080   |
| * | Kaleb Warnock                  | Paula Flores 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   |
| * | Kaleb                          | Warnock                  | 3440 Joe Battle Boulevard                | El Paso         | TX    | 79938    | (915) 205-0838   |

|   | FIRST NAME                                  | LAST NAME                                     | STORE ADDRESS                                  | CITY         | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|---------------------------------------------|-----------------------------------------------|------------------------------------------------|--------------|-------|----------|------------------|
| * | 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   |
|   | Kaleb                                       | Warnock                                       | 1881 George Dieter Suite A                     | El Paso      | TX    | 79936    | (915) 222-8920   |
| * | Courtney                                    | Swanigan                                      | TBD                                            | Ennis        | TX    | TBD      | (818) 675-1564   |
| * | Glen Johnson                                | Nicholas "Nick" Crouch                        | 2840 Flower Mound Road, Suite 160              | Flower Mound | TX    | 75022    | (469) 314-2400   |
|   | Kush, Nitinkumar, Kavitaaben, and Meetkumar | Patel                                         | 471 Marketplace Boulevard, Suite 240           | Forney       | TX    | 75126    | (972) 357-7175   |
|   | Glen Johnson                                | Nicholas "Nick" Crouch                        | 4620 SW Loop 820                               | Fort Worth   | TX    | 76109    | (817) 763-8552   |
|   | Glen Johnson                                | Nicholas "Nick" Crouch                        | 2700 Presidio Vista Drive Suite 120            | Fort Worth   | TX    | 76177    | (817) 349-0096   |
| * | Glen Johnson                                | Nicholas "Nick" Crouch                        | 5605 N Tarrant Parkway                         | Fort Worth   | TX    | 76244    | (817) 849-9144   |
| * | 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 | 1103 Green Oak Road                            | Fort Worth   | TX    | 76116    | (817) 615-9384   |
|   | Eric M.                                     | Wood                                          | TBD                                            | Fort Worth   | TX    | TBD      | (817) 903-7827   |
| * | Mansour                                     | Hijazi                                        | 1720 South Friendswood Drive, Suite 110        | Friendswood  | TX    | 77546    | (281) 993-4208   |
|   | Prasad                                      | Potluri                                       | 3301 Preston Road, Suite 6                     | Frisco       | TX    | 75034    | (972) 294-5031   |
|   | David                                       | Lim                                           | 5110 Eldorado Parkway #150                     | Frisco       | TX    | 75033    | (469) 731-1023   |
| * | Glen Johnson                                | Nicholas "Nick" Crouch                        | 8161 FM 423 Suite #260                         | Frisco       | TX    | 75034    | (469) 389-0016   |
|   | Darshani                                    | Dave                                          | TBD                                            | Frisco       | TX    | TBD      | (630) 276-9074   |
| * | Courtney                                    | Swanigan                                      | TBD                                            | Garland      | TX    | TBD      | (818) 675-1564   |
| * | Kara and Michael                            | Sheppard                                      | 19388 Ronald Reagan Boulevard, Suite 620       | Georgetown   | TX    | 78628    | (512) 843-4004   |

|   | FIRST NAME                            | LAST NAME                                     | STORE ADDRESS                               | CITY           | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|---------------------------------------|-----------------------------------------------|---------------------------------------------|----------------|-------|----------|------------------|
| * | Nimisha and Yash                      | Patel                                         | TBD                                         | Granbury       | TX    | TBD      | (609) 751-3522   |
| * | James Stanford, Olaide Ajayi,         | Gregory Smith, Ishwara Sankara, Cory Collinge | 2800 West Camp Wisdom Road                  | Grand Prairie  | TX    | 75052    | (214) 677-0886   |
| * | Nareshkumar and Parth D.              | Patel                                         | TBD                                         | Grand Prairie  | TX    | TBD      | (973) 452-0444   |
| * | Hicham Salloum, Mojtaba Salame        | Ali El-Moussawi                               | 845 East Northwest Highway, Suite 301       | Grapevine      | TX    | 76051    | (817) 722-6002   |
| * | Hicham Salloum, Mojtaba Salame        | Ali El-Moussawi                               | 2040 Glade Road Suite 301                   | Grapevine      | TX    | 76051    | (817) 554-2006   |
|   | Pratik Chheda                         | Jay Patel                                     | 3918 I-30 Frontage Road                     | Greenville     | TX    | 75402    | (430) 205-3295   |
|   | Christina and Hector Quiroz           | Gaston Baza, Jr.                              | 300 E. Central Texas Expressway Suite 400   | Harker Heights | TX    | 76548    | (254) 213-9011   |
| * | Jose, Rafael, and Carlos              | Varela                                        | 6710 W Expressway 83                        | Harlingen      | TX    | 78552    | (956) 245-7359   |
| * | Carlos and Rafael                     | Varela                                        | TBD                                         | Harlingen      | TX    | TBD      | (956) 574-9787   |
| * | Carlos and Rafael                     | Varela                                        | TBD                                         | Harlingen      | TX    | TBD      | (956) 574-9787   |
| * | Carlos and Rafael                     | Varela                                        | TBD                                         | Harlingen      | TX    | TBD      | (956) 574-9787   |
| * | Carlos and Rafael                     | Varela                                        | TBD                                         | Harlingen      | TX    | TBD      | (956) 574-9787   |
| * | Carlos and Rafael                     | Varela                                        | TBD                                         | Harlingen      | TX    | TBD      | (956) 574-9787   |
|   | Shashank "Shash" Trivedi, Sweta Patel | Kaushal Brahmabhatt                           | 2550 City West Boulevard #200               | Houston        | TX    | 77042    | (832) 834-6074   |
|   | Sweta and Brijesh Patel               | Madiha Hamani                                 | 12020 Farm to Market 1960 Suite 300         | Houston        | TX    | 77065    | (281) 401-9465   |
|   | Hetal, Priyank, and Swapnil           | Patel                                         | 920 Studemont Street                        | Houston        | TX    | 77007    | (832) 649-8565   |
|   | Brijesh and Sweta                     | Patel                                         | TBD                                         | Houston        | TX    | TBD      | (832) 513-0717   |
|   | Hetal, Priyank, and Swapnil           | Patel                                         | 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   |
| * | Binu Agrawal                          | Jagriti Gupta                                 | TBD                                         | Houston        | TX    | TBD      | (818) 456-4200   |
| * | 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   |

|   | FIRST NAME                     | LAST NAME              | STORE ADDRESS                                              | CITY       | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|--------------------------------|------------------------|------------------------------------------------------------|------------|-------|----------|------------------|
| * | Kiedra                         | James                  | TBD                                                        | Houston    | TX    | TBD      | (832) 746-5504   |
| * | Christopher Barth              | Kaleb Warnock          | TBD                                                        | Houston    | TX    | TBD      | (804) 516-2046   |
| * | Hiren and Charmi               | Patel                  | 8733 Highway 6 South, Unit A                               | Houston    | TX    | 77083    | (346) 458-4550   |
| * | Charmi and Hiren               | Patel                  | TBD                                                        | Houston    | TX    | TBD      | (973) 342-1421   |
| * | Charmi and Hiren               | Patel                  | TBD                                                        | Houston    | TX    | TBD      | (973) 342-1421   |
| * | Brent Partin                   | William Long           | TBD                                                        | Houston    | TX    | TBD      | (832) 414-9235   |
| * | Brent Partin                   | William Long           | TBD                                                        | Houston    | TX    | TBD      | (832) 414-9235   |
| * | 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   |
| * | Rushabh, Sagarkumar, and Parth | Bhakta                 | 9455 North Sam Houston Parkway East, Suite 900             | Humble     | TX    | 77396    | (281) 318-7053   |
| * | Rushabh, Sagarkumar, and Parth | Bhakta                 | 8910 Farm to Market 1960 Bypass West Road<br><br>Suite 500 | Humble     | TX    | 77338    | (832) 777-6398   |
|   | Riteshkumar and Ashokkumar     | Patel                  | TBD                                                        | Huntsville | TX    | TBD      | (508) 353-6977   |
| * | Glen Johnson                   | Nicholas "Nick" Crouch | 760 Airport Freeway Suite 400                              | Hurst      | TX    | 76054    | (817) 952-3151   |
| * | Alonzo                         | Soliz Jr               | 326 Ed Schmit Boulevard, Suite 120                         | Hutto      | TX    | 78634    | (512) 846-4008   |
| * | Parth and Nareshkumar          | Patel                  | 6550 North MacArthur Boulevard Suite 120                   | Irving     | TX    | 75039    | (214) 812-9549   |
| * | Nareshkumar and Parth D.       | Patel                  | TBD                                                        | Irving     | TX    | TBD      | (973) 452-0444   |
|   | Hemalkumar and Jignesh         | Patel                  | 6445 FM 1463, Suite 190                                    | Katy       | TX    | 77494    | (281) 346-8932   |
|   | Hemalkumar and Jignesh         | Patel                  | TBD                                                        | Katy       | TX    | TBD      | (832) 875-9315   |
|   | Binu Agrawal                   | Jagriti Gupta          | 23053 Clay Road, Suite 100                                 | Katy       | TX    | 77493    | (346) 257-4825   |
| * | Binu Agrawal                   | Jagriti Gupta          | 25785 Katy Freeway, Suite 100                              | Katy       | TX    | 77494    | (832) 437-9940   |
|   | Cristina Quiroz                | Gaston Baza Jr.        | 1103 S. Fort Hood Street                                   | Killeen    | TX    | 76541    | (254) 213-9011   |

|   | FIRST NAME                     | LAST NAME                                     | STORE ADDRESS                                     | CITY         | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|--------------------------------|-----------------------------------------------|---------------------------------------------------|--------------|-------|----------|------------------|
|   | Rushabh, Sagarkumar, and Parth | Bhakta                                        | 20045 Northpark Drive, Suite 200                  | Kingwood     | TX    | 77339    | (281) 973-8442   |
| * | Carlos and Rafael              | Varela                                        | 4460 Farm to Market 1626, Suite 100               | Kyle         | TX    | 78640    | (512) 649-5999   |
| * | Brent Partin                   | William Long                                  | TBD                                               | La Porte     | TX    | TBD      | (713) 557-4434   |
| * | Avani and Kajal                | Patel                                         | TBD                                               | Lago Vista   | TX    | TBD      | (513) 420-7795   |
| * | Bennie Ashley                  | Joshua Lorenzo                                | 101 Winding Way, Suite I                          | Lake Jackson | TX    | 77566    | (979) 316-3412   |
| * | Bennie Ashley                  | Joshua Lorenzo                                | TBD                                               | Lake Jackson | TX    | TBD      | (810) 625-1757   |
| * | James Stanford, Olaide Ajayi,  | Gregory Smith, Ishwara Sankara, Cory Collinge | 6116 Lake Worth Boulevard, Suite 500              | Lake Worth   | TX    | 76135    | (682) 250-5002   |
|   | William Long                   | Brent Partin                                  | 2575 East League City Parkway #120                | League City  | TX    | 77573    | (281) 334-1872   |
| * | William Long                   | Brent Partin                                  | 2805- I Gulf Freeway South                        | League City  | TX    | 77573    | (281) 678-8148   |
| * | Kamran                         | Jamal                                         | 4690 Windhaven Parkway, Suite 200                 | Lewisville   | TX    | 75056    | (214) 4078765    |
| * | Glen Johnson                   | Nicholas "Nick" Crouch                        | 26742 E University Drive, Building 100, Suite 300 | Little Elm   | TX    | 76227    | (469) 444-9377   |
|   | 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   |
| * | Glen Johnson                   | Nicholas "Nick" Crouch                        | 2422 19th Street                                  | Lubbock      | TX    | 79401    | (806) 412-6607   |
|   | Foram Patel Dubey              | Jayshree Patel                                | 5417 FM 1488 Road                                 | Magnolia     | TX    | 77354    | (281) 789-4595   |
| * | Paula Flores and Kaleb Warnock | Christopher Barth                             | 13371 Farm to Market, Suite 110                   | Magnolia     | TX    | 77354    | (281) 466-3313   |
| * | James Stanford, Olaide Ajayi,  | Gregory Smith, Ishwara Sankara, Cory Collinge | 2751 E. Broad Street, Suite 121                   | Mansfield    | TX    | 76063    | (682) 422-3045   |
| * | Mansour                        | Hijazi                                        | 19431 Highway 6, Suite 100                        | Manvel       | TX    | 77578    | (281) 692-2161   |
| * | Avani and Kajal                | Patel                                         | TBD                                               | Marble Falls | TX    | TBD      | (513) 420-7795   |
| * | Terry                          | Myers                                         | TBD                                               | Marshall     | TX    | TBD      | (318) 308-3138   |

|   | FIRST NAME                         | LAST NAME                                     | STORE ADDRESS                       | CITY                 | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|------------------------------------|-----------------------------------------------|-------------------------------------|----------------------|-------|----------|------------------|
| * | Carlos and Rafael                  | Varela                                        | 3817 North 10th Street, Suites 1-2  | McAllen              | TX    | 78501    | (956) 331-8887   |
| * | Carlos and Rafael                  | Varela                                        | TBD                                 | McAllen              | TX    | TBD      | (956) 574-9787   |
| * | Carlos and Rafael                  | Varela                                        | TBD                                 | McAllen              | TX    | TBD      | (956) 574-9787   |
| * | Carlos and Rafael                  | Varela                                        | TBD                                 | McAllen              | TX    | TBD      | (958) 574-9787   |
| * | Carlos and Rafael                  | Varela                                        | TBD                                 | McAllen              | TX    | TBD      | (956) 574-9787   |
|   | Daniel                             | Hall                                          | 3805 W. University Drive, Suite 300 | McKinney             | TX    | 75071    | (972) 540-7890   |
|   | Prasad                             | Potluri                                       | 6675 South Custer Road Suite 100    | McKinney             | TX    | 75070    | (214) 548-4600   |
|   | Glen Johnson                       | Nicholas "Nick" Crouch                        | 1910 W Loop 250, Suite A            | Midland              | TX    | 79707    | (432) 203-7030   |
| * | James Stanford, Olaide Ajayi,      | Gregory Smith, Ishwara Sankara, Cory Collinge | TBD                                 | Midlothian           | 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   |
| * | Carlos and Rafael                  | Varela                                        | 801 North Shary Road, Suite 180     | Mission              | TX    | 78572    | (908) 574-3330   |
|   | Jagriti Gupta                      | Binu Agrawal                                  | 7022 State Highway 6, Suite 900     | Missouri City        | TX    | 77459    | (281) 969-5839   |
| * | William Long                       | Brent Partin                                  | 9737 Eagle Drive, Suite 100         | Mont Belvieu         | TX    | 77523    | (832) 690-6292   |
|   | Shaishavgiri and Jatingiri Goswami | Jagdishgir Gosai and Davraj Atit              | 226 E FM 544, Suite 110             | Murphy               | TX    | 75094    | (972) 423-8111   |
|   | Zack                               | Minter                                        | 4415 North Street, Suite 101        | Nacogdoches          | TX    | 75964    | (936) 282-5100   |
| * | Joseph Nathaniel                   | O'Hare                                        | 2180 TX 46 W                        | New Braunfels        | TX    | 78132    | (830) 387-4700   |
|   | Jill                               | Turke                                         | 5198 Rufe Snow Drive, Suite 126     | North Richland Hills | TX    | 76180    | (682) 339-1910   |
| * | Joseph Nathaniel                   | O'Hare                                        | 21918 US Highway 281                | North San Antonio    | TX    | 78258    | (210) 265-5947   |
| * | Glen Johnson                       | Nicholas "Nick" Crouch                        | 4015 East 42nd Street, Suite A100   | Odessa               | TX    | 79762    | (432) 538-8050   |
|   | Albino "Al"                        | Cortoreal                                     | 7333 Fairmont Parkway, Suite 100    | Pasadena             | TX    | 77505    | (346) 499-7051   |
| * | Brent Partin                       | William Long                                  | TBD                                 | Pasadena             | TX    | TBD      | (713) 557-4434   |
|   | 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 |
|---|-------------------------------------------|--------------------------|----------------------------------------|--------------|-------|----------|------------------|
| * | Brent Partin                              | William Long             | TBD                                    | Pearland     | TX    | TBD      | (713) 557-4434   |
| * | Matthew and Tracy                         | Cohen                    | 2100 Autumn Slate Drive Suite 100      | Pflugerville | TX    | 78660    | (512) 551-9800   |
| * | Carlos and Rafael                         | Varela                   | 2101 N. Cage Boulevard, Suite 112      | Pharr        | TX    | 78577    | (956) 601-0003   |
|   | Uma                                       | Modi                     | 1937 Preston Road Unit 1004            | Plano        | TX    | 75093    | (972) 248-6900   |
|   | Jesse and Brandy                          | Zogelman                 | 901 West 15th Street, Suite B          | Plano        | TX    | 75075    | (469) 298-3775   |
|   | Pamela                                    | Farley                   | TBD                                    | Portland     | TX    | TBD      | 361-790-4062     |
| * | 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   |
| * | Majed                                     | Saleh                    | TBD                                    | Richardson   | TX    | TBD      | (469) 877-0340   |
|   | Jignesh                                   | Patel                    | 5620 West Grand Parkway South, Suite A | Richmond     | TX    | 77406    | (832) 595-0499   |
| * | Glen Johnson                              | Nicholas "Nick" Crouch   | 720 South Highway 377, Suite 100       | Roanoke      | TX    | 76262    | (682) 363-0079   |
|   | Pamela                                    | Farley                   | 2355 State Highway 35 North            | Rockport     | TX    | 78382    | (361) 790-5222   |
|   | Kush, Nitinkumar, Kavtaben, and Meetkumar | Patel                    | 3021 Ridge Road, Suite 103             | Rockwall     | TX    | 75032    | (469) 769-7270   |
|   | Anand and Fena Patel                      | Al Nasir and Nikil Ryani | 6726 Reading Road, Suite 110           | Rosenberg    | TX    | 77471    | (832) 451-6487   |
| * | Matthew and Tracy                         | Cohen                    | 17420 RM 620, Suite 110                | Round Rock   | TX    | 78681    | (512) 243-5838   |
| * | Matthew and Tracy                         | Cohen                    | 2980 Joe DiMaggio Boulevard, Suite 100 | Round Rock   | TX    | 78665    | (512) 520-5821   |
| * | Joseph                                    | Omobogie                 | TBD                                    | Rowlett      | TX    | TBD      | (972) 880-2580   |
| * | Majed                                     | Saleh                    | 8010 State Highway 78 Suite 200        | Sachse       | TX    | 75048    | (469) 298-3138   |
| * | Majed                                     | Saleh                    | TBD                                    | Sachse       | TX    | TBD      | (469) 877-0340   |
|   | Grant                                     | Watkins                  | 3129 Knickerbocker Road                | San Angelo   | TX    | 76904    | (325) 703-6155   |
| * | Joseph Nathaniel                          | O'Hare                   | TBD                                    | San Antonio  | TX    | TBD      | (915) 342-6922   |
|   | Pamela                                    | Ozowalu                  | 9222 Potranco Road Suite 104           | San Antonio  | TX    | 78251    | (210) 455-0344   |
| * | 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   |

|   | FIRST NAME                     | LAST NAME                   | STORE ADDRESS                          | CITY               | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|--------------------------------|-----------------------------|----------------------------------------|--------------------|-------|----------|------------------|
| * | Avani Patel                    | Hiral Makwana               | 17134 Bulverde Road, Suite 108         | San Antonio        | TX    | 78247    | (210) 259-8811   |
| * | Avani Patel                    | Hiral Makwana               | TBD                                    | San Antonio        | TX    | TBD      | (217) 693-1390   |
|   | Steven                         | Johns                       | 3551 Roger Brooke Drive, Building 3600 | San Antonio        | TX    | 78234    | (210) 916-7723   |
| * | Ben and Kaleb                  | Warnock                     | TBD                                    | San Antonio        | TX    | TBD      | (419) 230-6535   |
| * | Ben and Kaleb                  | Warnock                     | TBD                                    | San Antonio        | TX    | TBD      | (915) 519-4213   |
| * | Ben and Kaleb                  | Warnock                     | TBD                                    | San Antonio        | TX    | TBD      | (419) 230-6535   |
| * | Ben and Kaleb                  | Warnock                     | TBD                                    | San Antonio        | TX    | TBD      | (915) 519-4213   |
| * | Ben and Kaleb                  | Warnock                     | TBD                                    | San Antonio        | TX    | TBD      | (915) 519-4213   |
| * | Ben and Kaleb                  | Warnock                     | TBD                                    | San Antonio        | TX    | TBD      | (915) 519-4213   |
| * | Ben and Kaleb                  | Warnock                     | TBD                                    | San Antonio        | TX    | TBD      | (419) 230-6535   |
| * | Ben and Kaleb                  | Warnock                     | TBD                                    | San Antonio        | TX    | TBD      | (915) 519-4213   |
| * | Ben and Kaleb                  | Warnock                     | TBD                                    | San Antonio        | TX    | TBD      | (419) 230-6535   |
| * | Carlos and Rafael              | Varela                      | 500 US-77, Suite 201                   | San Benito         | TX    | 78586    | (956) 276-4100   |
|   | Steven                         | Johns                       | 17331 IH35                             | Schertz            | TX    | 78154    | (210) 444-9085   |
|   | Steven                         | Johns                       | TBD                                    | Schertz            | TX    | TBD      | (301) 980-9263   |
|   | Rakeshkumar and Hetalben Desai | Swetal Patel                | 19075 Interstate 45 S Suite 116C       | Shenandoah         | TX    | 77385    | (936) 266-0593   |
|   | Jesse and Brandy               | Zogleman                    | TBD                                    | Sherman            | TX    | TBD      | (214) 980-4365   |
| * | Carlos and Rafael              | Varela                      | 410 Padre Boulevard Suite 113          | South Padre Island | TX    | 78597    | (956) 433-5259   |
| * | Glen Johnson                   | Nicholas "Nick" Crouch      | 100 West Southlake Boulevard, Suite 80 | Southlake          | TX    | 76092    | (682) 286-6222   |
|   | Kaleb                          | Warnock                     | 5921 Farm to Market 2920, Suite C      | Spring             | TX    | 77388    | (713) 389-5886   |
| * | Shafiq and Amirali Marediya    | Noman and Hasanali Momin    | 2019 Spring Stuebner Road              | Spring             | TX    | 77389    | (281) 323-4200   |
| * | Hasanali and Noman Momin       | Amirali and Shafiq Marediya | TBD                                    | Spring             | TX    | TBD      | (713) 820-3501   |
|   | Kelechi and Kenechukwu Enekebe | Charles and Azuka Ibeanu    | 3607 S. Main Street Suite 114          | Stafford           | TX    | 77477    | (281) 902-6454   |
|   | Binu Agrawal                   | Jagriti Gupta               | 13540 University Boulevard #200        | Sugar Land         | TX    | 77479    | (281) 778-8767   |
| * | Joseph                         | Omobogie                    | TBD                                    | Sunnyvale          | TX    | TBD      | (972) 880-2580   |

|   | FIRST NAME                     | LAST NAME                                     | STORE ADDRESS                      | CITY          | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|--------------------------------|-----------------------------------------------|------------------------------------|---------------|-------|----------|------------------|
| * | Carlos and Rafael              | Varela                                        | TBD                                | TBD           | TX    | TBD      | (958) 574-9787   |
| * | Carlos and Rafael              | Varela                                        | TBD                                | TBD           | TX    | TBD      | (958) 574-9787   |
| * | Glen Johnson                   | Nicholas "Nick" Crouch                        | TBD                                | TBD           | TX    | 73019    | (573) 489-9890   |
| * | Cristina                       | Quiroz                                        | TBD                                | Temple        | TX    | TBD      | (915) 929-6382   |
|   | William David Robertson        | Gregory Breen                                 | 4845 Texas Boulevard               | Texarkana     | TX    | 75503    | (903) 735-9888   |
|   | William David Robertson        | Gregory Breen                                 | 2509 Richmond Road Unit #15        | Texarkana     | TX    | 75503    | (903) 334-7603   |
| * | Bennie Ashley                  | Joshua Lorenzo                                | TBD                                | Texas City    | TX    | TBD      | (602) 918-0822   |
|   | John                           | McNeil                                        | 3202 North Navarro Street          | Victoria      | TX    | 77901    | (361) 579-7977   |
|   | Fenil                          | Patel                                         | 922 South 10th Street, Suite 200   | Waco          | TX    | 76706    | (254) 235-0448   |
|   | Eric                           | Wood                                          | 2002 Enterprise Parkway, Suite 100 | Waxahachie    | TX    | 75165    | (469) 678-2233   |
|   | James Stanford, Olaide Ajayi,  | Gregory Smith, Ishwara Sankara, Cory Collinge | 1302 S. Main Street                | Weatherford   | TX    | 76086    | (817) 550-6248   |
| * | Carlos and Rafael              | Varela                                        | 1121 West IH 2, Suite K            | Weslaco       | TX    | 78596    | (956) 733-7771   |
|   | Nirav A., Rakesh and Rohit     | Patel                                         | TBD                                | Wichita Falls | TX    | TBD      | (316) 200-5139   |
| * | Paula Flores and Kaleb Warnock | Christopher Barth                             | 702 West Montgomery Street         | Willis        | TX    | 77378    | (936) 666-5150   |
|   | Cody                           | Sommer                                        | 1190 Sage Drive, Unit A            | Cedar City    | UT    | 84720    | (435) 267-0382   |
|   | Cody                           | Sommer                                        | 233 North Airport Road             | Cedar City    | UT    | 84721    | (435) 586-1447   |
| * | Cody                           | Sommer                                        | 3158 East 6200 Suite A             | Holladay      | UT    | 84121    | (801) 676-9183   |
| * | Dennis and Jacob Webb          | April Miller                                  | TBD                                | Houston       | UT    | TBD      | (801) 915-4675   |
| * | Dennis and Jacob Webb          | April Miller                                  | TBD                                | Houston       | UT    | TBD      | (801) 644-9532   |
| * | Cody                           | Sommer                                        | 32 South 1350 West                 | Hurricane     | UT    | 84737    | (435) 272-1259   |
| * | Brett, Blake, and Bryce        | Mortenson                                     | 709 South Main, Suite 110          | Logan         | UT    | 84321    | (435) 554-1953   |
| * | Brett, Blake, and Bryce        | Mortenson                                     | TBD                                | Logan         | UT    | TBD      | (435) 225-2501   |
| * | Dennis and Jacob Webb          | April Miller                                  | 4748 South Highland Drive          | Millcreek     | UT    | 84117    | (801) 998-8249   |
| * | Dennis and Jacob Webb          | April Miller                                  | 1351 Wall Avenue                   | Ogden         | UT    | 84404    | (435) 222-3820   |
| * | Dennis and Jacob Webb          | April Miller                                  | 420 West 2700 North, Suite 100     | Pleasant View | UT    | 84414    | (385) 205-6020   |

|   | FIRST NAME                    | LAST NAME                  | STORE ADDRESS                   | CITY           | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|-------------------------------|----------------------------|---------------------------------|----------------|-------|----------|------------------|
| * | Cody                          | Sommer                     | 4585 West 13400 South           | Riverton       | UT    | 84096    | (801) 878-4299   |
| * | Dennis and Jacob Webb         | April Miller               | 6040 South 3500 West Suite A    | Roy            | UT    | 84067    | (801) 973-5909   |
|   | Cody                          | Sommer                     | 1010 East Red Hill Parkway      | Saint George   | UT    | 84770    | (435) 656-5508   |
|   | Cody                          | Sommer                     | 1622 West Sunset Boulevard      | Saint George   | UT    | 84770    | (435) 986-4474   |
| * | Cody                          | Sommer                     | 792 S. 3000 East Suite #105     | Saint George   | UT    | 84790    | (435) 678-8800   |
| * | 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   |
| * | Dennis and Jacob Webb         | April Miller               | TBD                             | Salt Lake City | UT    | TBD      | (801) 792-5133   |
| * | Dennis and Jacob Webb         | April Miller               | TBD                             | Salt Lake City | UT    | TBD      | (801) 792-5133   |
| * | Dennis and Jacob Webb         | April Miller               | TBD                             | Salt Lake City | UT    | TBD      | (801) 915-4675   |
| * | Dennis and Jacob Webb         | April Miller               | TBD                             | Salt Lake City | UT    | TBD      | (801) 915-4675   |
| * | Dennis and Jacob Webb         | April Miller               | TBD                             | Salt Lake City | UT    | TBD      | (801) 915-4675   |
| * | Dennis and Jacob Webb         | April Miller               | TBD                             | Salt Lake City | UT    | TBD      | (801) 915-4675   |
| * | Dennis and Jacob Webb         | April Miller               | TBD                             | Salt Lake City | UT    | TBD      | (801) 644-9532   |
| * | Dennis and Jacob Webb         | April Miller               | TBD                             | Salt Lake City | UT    | TBD      | (801) 792-5133   |
| * | Dennis and Jacob Webb         | April Miller               | TBD                             | Salt Lake City | UT    | TBD      | (801) 792-5133   |
|   | Cody                          | Sommer                     | 7812 South 1300 East            | Sandy          | UT    | 84094    | (801) 568-7061   |
| * | Cody                          | Sommer                     | 9645 South State Street         | Sandy          | UT    | 84070    | (801) 878-4375   |
| * | Cody                          | Sommer                     | 977 W. 400 S Suite 206          | Springville    | UT    | 84663    | (385) 248-0500   |
| * | Cody                          | Sommer                     | 922 E. Brigham Road Suite 2A    | St. George     | UT    | 84790    | (435) 215-4488   |
|   | Manish and Meenal             | Singh                      | 1556 Potomac Greens Drive       | Alexandria     | VA    | 22314    | (703) 299-8315   |
|   | Corrine and Travis            | Loan                       | 6552-A Little River Turnpike    | Alexandria     | VA    | 22312    | (703) 354-0940   |
|   | Mohammed Samir Hasan          | Katherine Ronckovitz-Hasan | 6424 Landsdowne Centre Suite 32 | Alexandria     | VA    | 22315    | (703) 373-3660   |
|   | Addisu Tessema, Getu Mokonnen | Getu Beyene                | 1610 Belle View Boulevard       | Alexandria     | VA    | 22307    | (703) 347-9964   |
|   | Oubab                         | Khalil                     | 3610-G King Street              | Alexandria     | VA    | 22302    | (571) 970-0126   |
| * | Oubab                         | Khalil                     | 424 South Pickett Street        | Alexandria     | VA    | 22304    | (703) 718-4158   |

|   | FIRST NAME                   | LAST NAME                         | STORE ADDRESS                              | CITY             | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|------------------------------|-----------------------------------|--------------------------------------------|------------------|-------|----------|------------------|
|   | Manish and Meenal            | Singh                             | 3811 North Fairfax Drive - Unit B          | Arlington        | VA    | 22203    | (703) 243-2933   |
| * | Harkirat and Jermanjit Singh | Nadir Azhar and Harshpal Randhawa | TBD                                        | Arlington        | VA    | TBD      | (702) 627-6600   |
|   | Manish and Meenal            | Singh                             | 20598 East Hampton Plaza                   | Ashburn          | VA    | 20147    | (703) 430-1700   |
|   | Dennis and Nicole            | Drake                             | 43670 Greenway Corporate Drive Suite # 126 | Ashburn          | VA    | 20147    | (571) 291-9089   |
|   | Dennis and Nicole            | Drake                             | 23634 Strickland Drive, Suite 100          | Ashburn          | VA    | 20148    | (703) 327-2120   |
|   | Jonathan "Jon"               | Cash                              | 896 Prices Fork Road                       | Blacksburg       | VA    | 24060    | (540) 951-4000   |
| * | Jacob                        | Razeq                             | 6415 Shipler Boulevard                     | Burke            | VA    | 22015    | (703) 891-0980   |
|   | Nimeshkuma                   | Bhagat                            | 13609 Carrollton Boulevard, Suite 1        | Carrollton       | VA    | 23314    | (757) 745-7700   |
|   | Dong Jun and Hae             | Chung                             | 14220- B Centreville Square                | Centreville      | VA    | 20121    | (703) 815-1455   |
|   | Daniel                       | Hester                            | 4500 Daly Drive                            | Chantilly        | VA    | 20151    | (703) 263-2400   |
|   | Niall                        | Reid                              | 1954 Rio Hill Center                       | Charlottesville  | VA    | 22901    | (434) 975-0333   |
|   | Jonathan "Jon"               | Cash                              | 930 Olympia Drive                          | Charlottesville  | VA    | 22911    | (434) 422-8771   |
|   | Vimal                        | Patel                             | TBD                                        | Charlottesville  | VA    | TBD      | (757) 870-2002   |
|   | Samkit                       | Patel                             | 237 South Battlefield Boulevard Suite 7    | Chesapeake       | VA    | 23322    | (757) 410-5558   |
|   | Henry & Loanne               | Truong                            | 1434 Sam's Drive Suite 101                 | Chesapeake       | VA    | 23320    | (757) 410-9543   |
|   | Payal                        | Shah                              | 1501 Cedar Road #110                       | Chesapeake       | VA    | 23322    | (757) 312-0001   |
|   | Payal                        | Shah                              | 4105 Chesapeake Square Boulevard, #103     | Chesapeake       | VA    | 23321    | (757) 488-2060   |
|   | Vimal                        | Patel                             | 1320 Kempsville Road, Suite 111            | Chesapeake       | VA    | 23320    | (757) 547-3570   |
|   | Milap                        | Patel                             | 1464 Mount Pleasant Road Suite 30          | Chesapeake       | VA    | 23322    | (757) 546-7070   |
|   | Joshua and Jennifer          | Moore                             | 1224 Greenbrier Parkway, Suite 218         | Chesapeake       | VA    | 23320    | (757) 389-7179   |
|   | Rylan                        | Miller                            | 12810 Jefferson Davis Highway              | Chester          | VA    | 23831    | (804) 295-5449   |
|   | Gemini and Urvashi           | Patel                             | 6925 Commons Plaza                         | Chesterfield     | VA    | 23832    | (804) 717-9060   |
|   | Rylan                        | Miller                            | 190 Southgate Square                       | Colonial Heights | VA    | 23834    | (804) 524-9876   |
| * | Harkirat and Jermanjit Singh | Nadir Azhar and Harshpal Randhawa | TBD                                        | Crystal City     | VA    | TBD      | (703) 501-7371   |

| FIRST NAME                     | LAST NAME                         | STORE ADDRESS                         | CITY           | STATE | ZIP CODE | TELEPHONE NUMBER |
|--------------------------------|-----------------------------------|---------------------------------------|----------------|-------|----------|------------------|
| Nitin                          | Patel                             | 15315 Creativity Drive                | Culpeper       | VA    | 22701    | (540) 825-8417   |
| * Howard                       | Raphael                           | TBD                                   | Danville       | VA    | TBD      | (919) 961-6181   |
| Abeer "Abbey" and Maher "Mike" | Abdel-Qader                       | 3978 Fettler Park Drive Building A    | Dumfries       | VA    | 22025    | (703) 291-5097   |
| Do Yong Kim                    | Kim                               | 10655 Braddock Road                   | Fairfax        | VA    | 22032    | (703) 867-1312   |
| Getu Mokonnen                  | Getu Beyene                       | 12164 Fairfax Towne Center Suite 107A | Fairfax        | VA    | 22033    | (703) 272-7007   |
| Shikeba                        | Ramin                             | TBD                                   | Fairfax        | VA    | TBD      | (347) 819-7765   |
| Do Yong Kim                    | Kim                               | 3991 Pickett Street                   | Fairfax        | VA    | 22031    | (703) 364-5434   |
| Shikeba                        | Ramin                             | 6110-A Arlington Boulevard            | Falls Church   | VA    | 22044    | (703) 992-8004   |
| * Nadir, Hashim, and Asad      | Azhar                             | 1220 West Broad Street                | Falls Church   | VA    | 22046    | (571) 399-4134   |
| * Harkirat and Jermanjit Singh | Nadir Azhar and Harshpal Randhawa | TBD                                   | Falls Church,  | VA    | TBD      | (702) 627-6600   |
| * Toya Evans, Chanel Grant     | Lauren Williamson                 | 8651 John J. Kingman Road             | Fort Belvoir   | VA    | 22060    | (571) 339-8353   |
| Howard                         | Raphael                           | 1431 Mahone Avenue, Building 9025     | Fort Lee       | VA    | 23801    | (804) 894-9500   |
| Mohammed Samir                 | Hasan                             | 1460 Central Park Boulevard           | Fredericksburg | VA    | 22401    | (540) 785-7025   |
| Abraham and Jacob              | Razeq                             | 9913 Southpoint Parkway               | Fredericksburg | VA    | 22407    | (540) 710-7025   |
| Curtis                         | Williams                          | 15 South Gateway Drive, Suite 113     | Fredericksburg | VA    | 22406    | (540) 656-2167   |
| Abraham                        | Razeq                             | 5705 Plank Road                       | Fredericksburg | VA    | 22407    | (540) 299-7631   |
| Choudary                       | Anwarkhan                         | 50 Riverton Commons Plaza, Suite 20   | Front Royal    | VA    | 22630    | (540) 635-3965   |
| Dennis and Nicole              | Drake                             | 8069 Stonewall Shops Square           | Gainesville    | VA    | 20155    | (703) 754-0404   |
| Vimal and Nitin                | Patel                             | 11321 C Nuckols Road                  | Glen Allen     | VA    | 23059    | (804) 346-5101   |
| Rylan                          | Miller                            | 9972 Brook Road                       | Glen Allen     | VA    | 23059    | (804) 332-5580   |
| Vimal                          | Patel                             | 6691 Fox Centre Parkway               | Gloucester     | VA    | 23061    | (804) 699-3800   |
| Jatin and Shreyansh            | Trivedi                           | 2033 Coliseum Drive #103              | Hampton        | VA    | 23666    | (757) 964-7771   |
| Bhavna and Nimesh              | Sheth                             | 1040 Settlers Landing Road, Suite E/F | Hampton        | VA    | 23663    | (757) 722-6290   |
| Corrine                        | Loan                              | 1011 Port Republic Road               | Harrisonburg   | VA    | 22801    | (540) 217-5575   |
| Corrine and Travis             | Loan                              | 43 Linda Lane                         | Harrisonburg   | VA    | 22801    | (540) 217-2917   |

| FIRST NAME                                    | LAST NAME             | STORE ADDRESS                     | CITY           | STATE | ZIP CODE | TELEPHONE NUMBER |
|-----------------------------------------------|-----------------------|-----------------------------------|----------------|-------|----------|------------------|
| George "Roger" and Rebecca                    | Nicholson             | 1513 Partham Road Suite 23B       | Henrico        | VA    | 23229    | (804) 447-1438   |
| Daniel                                        | Hester                | 2465 Centreville Road, Suite J-23 | Herndon        | VA    | 20171    | (703) 793-0116   |
| Nadir, Hashim, and Asad                       | Azhar                 | 1334B Franklin Farm Road          | Herndon        | VA    | 20171    | (571) 752-6060   |
| Albertyna "Tyna" Sanchez, Sam & Bobbi Snowden | John & Danita Stewart | 16450 Consumer Row                | King George    | VA    | 22485    | (540) 413-1347   |
| Haribhai, Meet, and Alkesh                    | Patel                 | 506-A East Market Street          | Leesburg       | VA    | 20176    | (703) 777-1100   |
| Jacob                                         | Razeq                 | 9457 Lorton Market Street         | Lorton         | VA    | 22079    | (571) 642-5044   |
| Jonathan "Jon" and Tina                       | Cash                  | 7701 Timberlake Road              | Lynchburg      | VA    | 24502    | (434) 239-8767   |
| Shaheeb Sahidi                                | Shikeba Ramin         | 9971 Sowder Village Square        | Manassas       | VA    | 20109    | (703) 330-1399   |
| Abeer "Abbey" and Maher "Mike"                | Qader                 | 9958 Liberia Avenue               | Manassas       | VA    | 20110    | (703) 686-4861   |
| Albertyna "Tyna" Sanchez                      | Erica Blanch          | 12697 Galveston Court             | Manassas       | VA    | 20112    | (571) 399-7656   |
| Trung                                         | Tang                  | 8301 Greensboro Drive, Suite G    | McLean         | VA    | 22102    | (703) 288-4318   |
| Vimal                                         | Patel                 | 7152 Mechanicsville Turnpike      | Mechanicsville | VA    | 23111    | (804) 569-9707   |
| Rylan                                         | Miller                | 9363 Atlee Road, Suite 2101       | Mechanicsville | VA    | 23116    | (804) 730-1764   |
| Rylan                                         | Miller                | 4501 Commonwealth Centre Parkway  | Midlothian     | VA    | 23112    | (804) 763-2900   |
| George "Roger" and Rebecca                    | Nicholson             | 15521 Westchester Commons Way     | Midlothian     | VA    | 23113    | (804) 897-9595   |
| Jacob                                         | Razeq                 | TBD                               | Mt. Vernon     | VA    | TBD      | (540) 419-5166   |
| Rajesh                                        | Kaushal               | 4191 William Styron Square        | Newport News   | VA    | 23606    | (757) 595-0600   |
| Vimal                                         | Patel                 | 12551 Jefferson Avenue, Suite 211 | Newport News   | VA    | 23602    | (757) 833-6256   |
| Vimal                                         | Patel                 | 12368 Warwick Boulevard A 109     | Newport News   | VA    | 23606    | (757) 240-5458   |
| Vimal                                         | Patel                 | 12300 Jefferson Avenue, Suite 738 | Newport News   | VA    | 23602    | (757) 369-5533   |
| * Vimal                                       | Patel                 | TBD                               | Newport News   | VA    | TBD      | (757) 870-2002   |
| Roshni and Dhruvil                            | Patel                 | 265 Granby Street                 | Norfolk        | VA    | 23510    | (757) 624-9400   |
| Vimal                                         | Patel                 | 742 West 21st Street, Unit #B     | Norfolk        | VA    | 23517    | (757) 622-2002   |
| Vimal                                         | Patel                 | 1153 N. Military Highway          | Norfolk        | VA    | 23502    | (757) 455-5694   |

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|----------------------------|----------------------------|-----------------------------------------|--------------|-------|----------|------------------|
| Harsha                     | Amin                       | 3841 East Little Creek Road Suite A     | Norfolk      | VA    | 23518    | (757) 965-5237   |
| Indira                     | Patel                      | 7862 Tidewater Drive, Suite 111         | Norfolk      | VA    | 23505    | (757) 531-4950   |
| Abraham                    | Razeq                      | 2918 Chain Bridge Road                  | Oakton       | VA    | 22124    | (703) 496-5535   |
| Rajesh                     | Kaushal                    | 475 A Wythe Creek Road                  | Poquoson     | VA    | 23662    | (757) 659-0297   |
| Bhavin                     | Patel                      | 4032 Unit B Victory Boulevard           | Portsmouth   | VA    | 23701    | (757) 465-8944   |
| Chuck                      | Kim                        | 609 East Main Street Suite BB           | Purcellville | VA    | 20132    | (540) 338-1100   |
| Manish and Meenal          | Singh                      | 11684 Plaza America Drive               | Reston       | VA    | 20190    | (703) 796-2233   |
| George "Roger" and Rebecca | Nicholson                  | 11736 West Broad Street, Suite 101      | Richmond     | VA    | 23233    | (804) 364-0281   |
| 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                     | 11513 Busy Street                       | Richmond     | VA    | 23236    | (804) 377-7320   |
| Reena                      | Patel                      | 4501 South Laburnum Avenue, Suite 150   | Richmond     | VA    | 23231    | (804) 236-1100   |
| Rylan                      | Miller                     | 1601 Willow Lawn Drive                  | Richmond     | VA    | 23230    | (804) 658-5431   |
| Reena                      | Patel                      | 7102 Midlothian Turnpike Suite B        | Richmond     | VA    | 23225    | (804) 276-3563   |
| Jonathan "Jon"             | Cash                       | 5002 Cross Road NW                      | Roanoke      | VA    | 24012    | (540) 366-2021   |
| Eddie and Rebecca          | Maloney                    | 703 Brandon Avenue S.W.                 | Roanoke      | VA    | 24015    | (540) 682-2140   |
| Eddie and Rebecca          | Maloney                    | 3641 Blue Hills Village Drive           | Roanoke      | VA    | 24012    | (540) 562-8095   |
| * Eddie and Rebecca        | Maloney                    | 1224 West Main Street                   | Salem        | VA    | 24153    | (540) 404-4126   |
| Daniel                     | Hester                     | 24995 Riding Plaza                      | South Riding | VA    | 20152    | (703) 542-6657   |
| Mohammed Samir             | Hasan                      | 6360 Springfield Plaza                  | Springfield  | VA    | 22150    | (571) 465-2341   |
| Mohammed Samir Hasan       | Katherine Ronckovitz-Hasan | 1465 Stafford Marketplace, Suite 115    | Stafford     | VA    | 22556    | (540) 659-2200   |
| Mohammed Samir Hasan       | Katherine Ronckovitz-Hasan | 815 Wonder Road, Suite 110              | Stafford     | VA    | 22554    | (540) 380-0280   |
| Dennis and Nicole          | Drake                      | 47010 Community Plaza, Suite 130        | Sterling     | VA    | 20164    | (571) 313-0389   |
| Rumal and Sanjay Patel     | Payal Shah                 | 5860 Harbour View Boulevard, Suite A1 A | Suffolk      | VA    | 23435    | (757) 484-7548   |
| Vimal                      | Patel                      | 1201 North Main Street, Suite 300       | Suffolk      | VA    | 23434    | (757) 539-7774   |
| Trung                      | Tang                       | 2672 Avenir Place, Suite O              | Vienna       | VA    | 22180    | (703) 207-4318   |

|   | FIRST NAME                   | LAST NAME                         | STORE ADDRESS                           | CITY           | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|------------------------------|-----------------------------------|-----------------------------------------|----------------|-------|----------|------------------|
| * | Harkirat and Jermanjit Singh | Nadir Azhar and Harshpal Randhawa | TBD                                     | Vienna         | VA    | TBD      | (571) 243-0920   |
|   | 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   |
|   | Joshua and Jennifer          | Moore                             | 401 North Great Neck Road Suite 101     | Virginia Beach | VA    | 23454    | (757) 313-7350   |
|   | Joshua and Jennifer          | Moore                             | 3813 Princess Anne Road, Suite 125      | Virginia Beach | VA    | 23456    | (757) 965-2522   |
|   | Herb                         | Schriefer                         | 2165 General Booth Boulevard Suite 158  | Virginia Beach | VA    | 23454    | (757) 430-0144   |
|   | Indira and Ratilal           | Patel                             | 2728 North Mall Drive #113              | Virginia Beach | VA    | 23452    | (757) 333-6700   |
|   | Manan and Maulin Shah        | Jatin and Rudrax "Rudy" Patel     | 2865 Lynnhaven Drive, Suite B-1         | Virginia Beach | VA    | 23451    | (757) 965-6965   |
|   | Baldev and Mindi             | Gill                              | 2104 Pleasure House Road, Suite I       | Virginia Beach | VA    | 23455    | (757) 460-3350   |
|   | Leonardo and Mary            | Agagas                            | 4312 Holland Road, Suite 105            | Virginia Beach | VA    | 23452    | (757) 747-1941   |
|   | Leonardo and Mary            | Agagas                            | 2476 Nimmo Parkway, Suite 117           | Virginia Beach | VA    | 23456    | (757) 430-4433   |
|   | Vimal and Bhavin             | Patel                             | 4515 Haygood Road                       | Virginia Beach | VA    | 23455    | (757) 460-7878   |
|   | Manan Shah                   | Shaishav and Hardikbhai Patel     | 209 Laskin Road, Unit 108               | Virginia Beach | VA    | 23451    | (757) 904-1737   |
|   | Harkirat and Jermanjit       | Singh                             | 251 West Lee Highway                    | Warrenton      | VA    | 20186    | (540) 428-1818   |
|   | Corrine and Travis           | Loan                              | 501 B Shenandoah Village Drive          | Waynesboro     | VA    | 22980    | (540) 471-8634   |
|   | Bipin Vyas                   | Tarun Shah                        | 4920 / 8 A Monticello Avenue            | Williamsburg   | VA    | 23188    | (757) 229-0600   |
|   | Kaavya Singh                 | Jitendra Patel                    | 6618/C Mooretown Road                   | Williamsburg   | VA    | 23188    | (757) 258-0007   |
| * | Vimal                        | Patel                             | TBD                                     | Williamsburg   | VA    | TBD      | (757) 870-2002   |
|   | Rylan                        | Miller                            | 152 Market Street                       | Winchester     | VA    | 22603    | (224) 730-1839   |
|   | Rylan                        | Miller                            | 1531 South Pleasant Valley              | Winchester     | VA    | 22601    | (224) 730-1839   |
|   | Joseph Carroll               | Nuatu Tseggai                     | 2966 Prince William Parkway             | Woodbridge     | VA    | 22192    | (703) 910-7188   |
|   | Abraham                      | Razeq                             | 2701 Neabsco Common Place Unit #128     | Woodbridge     | VA    | 22191    | (571) 285-4436   |
|   | Abraham                      | Razeq                             | 12528 Dillingham Square, Suite 16       | Woodbridge     | VA    | 22192    | (703) 763-3216   |

|   | FIRST NAME                | LAST NAME                       | STORE ADDRESS                                    | CITY        | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|---------------------------|---------------------------------|--------------------------------------------------|-------------|-------|----------|------------------|
| * | Jacob                     | Razeq                           | 14087 Richmond Highway, Unit 117                 | Woodbridge  | VA    | 22191    | (571) 427-2036   |
|   | Vimal                     | Patel                           | 2643 George Washington Memorial Highway, Suite 1 | Yorktown    | VA    | 23693    | (757) 867-9004   |
|   | Vimal                     | Patel                           | 8135 George Washington Memorial Highway Suite C  | Yorktown    | VA    | 23692    | (757) 327-1001   |
|   | Tyler and Natalie         | Dewey                           | 1905 SE 192nd Avenue, Suite 113                  | Vancouver   | WA    | 98607    | (360) 817-1800   |
|   | Michael and Krystle Kort  | Brandon Boase and Thomas Schmid | 3212 East Calumet Street                         | Appleton    | WI    | 54915    | (630) 410-8214   |
| * | James and Michael Kort    | Danielle Timmerman              | 4363 West Wisconsin Avenue                       | Appleton    | WI    | 54913    | (920) 257-4691   |
|   | Laurie and Brent          | Larson                          | 2298 Costco Way, Suite 100                       | Bellevue    | WI    | 54311    | (920) 301-3205   |
| * | Salem Najjar, Saleh Ali   | George and Tammy Trakas         | TBD                                              | Beloit      | WI    | TBD      | (810) 407-1100   |
| * | Salem Najjar, Saleh Ali   | George and Tammy Trakas         | TBD                                              | Brookfield  | WI    | TBD      | (313) 800-1290   |
| * | Salem Najjar, Saleh Ali   | George and Tammy Trakas         | 1807 East Geneva Street, Suite G                 | Delavan     | WI    | 53115    | (262) 749-5249   |
| * | Salem Najjar, Saleh Ali   | George and Tammy Trakas         | 6231 Mckee Road Suite A1                         | Fitchburg   | WI    | 53719    | (608) 665-9024   |
| * | 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, Joseph Ford | Jim Rodriguez                   | 6969 North Port Washington B110                  | Glendale    | WI    | 53217    | (414) 206-4674   |
| * | Salem Najjar, Saleh Ali   | George and Tammy Trakas         | TBD                                              | Grafton     | WI    | TBD      | (810) 407-1100   |
| * | Michael Kort, Joseph Ford | Jim Rodriguez                   | 5211 S 76th Street                               | Greendale   | WI    | 53129    | (414) 235-3792   |
| * | Salem Najjar, Saleh Ali   | George and Tammy Trakas         | TBD                                              | Greenfield  | WI    | TBD      | (847) 274-6499   |
| * | Salem Najjar, Saleh Ali   | George and Tammy Trakas         | TBD                                              | Greenfield  | WI    | TBD      | (810) 407-1100   |
| * | Salem Najjar, Saleh Ali   | George and Tammy Trakas         | TBD                                              | Greenfield  | WI    | TBD      | (810) 407-1100   |

|   | FIRST NAME                | LAST NAME               | STORE ADDRESS                    | CITY            | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|---------------------------|-------------------------|----------------------------------|-----------------|-------|----------|------------------|
| * | Salem Najjar, Saleh Ali   | George and Tammy Trakas | TBD                              | Greenfield      | WI    | TBD      | (313) 800-1290   |
| * | Salem Najjar, Saleh Ali   | George and Tammy Trakas | TBD                              | Greenfield      | WI    | TBD      | (847) 274-6499   |
| * | Salem Najjar, Saleh Ali   | George and Tammy Trakas | 2821 Milton Avenue               | Janesville      | WI    | 53545    | (608) 453-6040   |
| * | Salem Najjar, Saleh Ali   | George and Tammy Trakas | 341 S Westfield Road             | Madison         | WI    | 53717    | (608) 820-8029   |
| * | Salem Najjar, Saleh Ali   | George and Tammy Trakas | 3318 University Avenue           | Madison         | WI    | 53705    | (608) 230-6159   |
| * | Salem Najjar, Saleh Ali   | George and Tammy Trakas | TBD                              | Madison         | WI    | TBD      | (313) 800-1290   |
|   | James and Michael Kort    | Jim Rodriguez           | TBD                              | Menomonee Falls | WI    | TBD      | (586) 219-8388   |
| * | Salem Najjar, Saleh Ali   | George and Tammy Trakas | 10990 Port Washington Road       | Mequon          | WI    | 54092    | (262) 236-9033   |
| * | Michael Kort, Joseph Ford | Jim Rodriguez           | 3657 South 27th Street           | Milwaukee       | WI    | 53221    | (414) 488-2959   |
| * | Michael Kort, Joseph Ford | Jim Rodriguez           | TBD                              | Milwaukee       | WI    | TBD      | (615) 663-7211   |
| * | Michael Kort, Joseph Ford | Jim Rodriguez           | TBD                              | Milwaukee       | WI    | TBD      | (248) 259-8549   |
| * | Salem Najjar, Saleh Ali   | George and Tammy Trakas | TBD                              | Milwaukee       | WI    | TBD      | (810) 407-1100   |
| * | Salem Najjar, Saleh Ali   | George and Tammy Trakas | TBD                              | Milwaukee       | WI    | TBD      | (313) 800-1290   |
|   | Sagar and Yes             | Patel                   | TBD                              | Milwaukee       | WI    | TBD      | (414) 807-7760   |
|   | Salem Najjar, Saleh Ali   | George and Tammy Trakas | 4820 South Moorland Road         | New Berlin      | WI    | 53151    | (262) 794-3580   |
|   | James and Michael         | Kort                    | 7940 South 6th Street, Suite 104 | Oak Creek       | WI    | 53154    | (414) 304-5590   |
| * | Salem Najjar, Saleh Ali   | George and Tammy Trakas | 1400 Summit Avenue, Suite C      | Oconomowoc      | WI    | 53066    | (262) 244-5063   |
|   | Salem Najjar, Saleh Ali   | George and Tammy Trakas | 1463 Capitol Drive, Unit A       | Pewaukee        | WI    | 53072    | (262) 737-6045   |

|   | FIRST NAME              | LAST NAME               | STORE ADDRESS                       | CITY             | STATE | ZIP CODE | TELEPHONE NUMBER |
|---|-------------------------|-------------------------|-------------------------------------|------------------|-------|----------|------------------|
| * | Salem Najjar, Saleh Ali | George and Tammy Trakas | TBD                                 | Pleasant Prairie | WI    | TBD      | (810) 407-1100   |
|   | Ankit                   | Patel                   | TBD                                 | Plover           | WI    | TBD      | (813) 810-6983   |
|   | Salem Najjar, Saleh Ali | George and Tammy Trakas | 721 East Sunset Drive               | Waukesha         | WI    | 53189    | (262) 232-8324   |
|   | James and Michael Kort  | Jim Rodriguez           | 3007 South 108th Street             | West Allis       | WI    | 53227    | (414) 488-8465   |
|   | Ankit and Tejash        | Patel                   | 1951 8th Street South               | Wisconsin Rapids | WI    | 54494    | (715) 424-1540   |
|   | Manish and Meenal       | Singh                   | TBD                                 | Charles Town     | WV    | TBD      | (240) 320-5530   |
| * | Ron                     | Morton                  | TBD                                 | Charleston       | WV    | TBD      | (803) 651-8300   |
| * | Ron                     | Morton                  | TBD                                 | Charleston       | WV    | TBD      | (803) 651-8300   |
|   | Rylan                   | Miller                  | 171 Retail Commons Parkway, Suite 9 | Martinsburg      | WV    | 25403    | (224) 730-1839   |
| * | Lawrence and Marc       | Rodenbaugh              | TBD                                 | Morgantown       | WV    | TBD      | (727) 809-1852   |
| * | Lawrence and Marc       | Rodenbaugh              | TBD                                 | Morgantown       | WV    | TBD      | (727) 809-1852   |

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

**LIST OF 97 FRANCHISEES WHO HAD AN OUTLET TERMINATED, CANCELLED, NOT RENEWED, OR OTHERWISE CEASED TO DO BUSINESS DURING THE YEAR ENDED DECEMBER 29, 2024 OR WHO HAVE NOT COMMUNICATED WITH TROPICAL SMOOTHIE CAFE, LLC (AS OUR PREDECESSOR) OR US WITHIN 10 WEEKS OF THE DATE OF THIS DISCLOSURE DOCUMENT.**

| STATE    | NAME(S)                                                                        | CITY           | TELEPHONE NUMBER | TRANSFER | CLOSED | CEASED OPERATIONS - OTHER REASON |
|----------|--------------------------------------------------------------------------------|----------------|------------------|----------|--------|----------------------------------|
| Alabama  | Federico Morales-Zimmerman, Gilbert Morales-Zimmerman, Peter Morales-Zimmerman | Huntsville     | 248-760-2716     | X        |        |                                  |
| Alabama  | Federico Morales-Zimmerman, Gilbert Morales-Zimmerman, Peter Morales-Zimmerman | Huntsville     | 248-760-2716     | X        |        |                                  |
| Alabama  | Federico Morales-Zimmerman, Gilbert Morales-Zimmerman, Peter Morales-Zimmerman | Madison        | 248-760-2716     | X        |        |                                  |
| Arizona  | Nicolette Rudolph, Dan Rudolph, & Joseph Omobogie                              | Phoenix        | 602-513-0788     |          |        | X                                |
| Arizona  | John Weeber                                                                    | Phoenix        | 570-902-5561     |          |        | X                                |
| Arkansas | Michael & Heather Philip                                                       | Centerton      | 479-263-3980     | X        |        |                                  |
| Arkansas | Michael & Heather Philip                                                       | Fayetteville   | 479-263-3980     | X        |        |                                  |
| Arkansas | Michael & Heather Philip                                                       | Fayetteville   | 479-263-3980     | X        |        |                                  |
| Arkansas | Michael & Heather Philip                                                       | Lowell         | 479-263-3980     | X        |        |                                  |
| Arkansas | Michael & Heather Philip                                                       | Rogers         | 479-263-3980     | X        |        |                                  |
| Arkansas | Michael & Heather Philip                                                       | Siloam Springs | 479-263-3980     | X        |        |                                  |

| STATE    | NAME(S)                                                 | CITY              | TELEPHONE<br>NUMBER | TRANSFER | CLOSED | CEASED<br>OPERATIONS -<br>OTHER REASON |
|----------|---------------------------------------------------------|-------------------|---------------------|----------|--------|----------------------------------------|
| Arkansas | Michael & Heather Philip                                | Springdale        | 479-263-3980        | X        |        |                                        |
| Colorado | Kevin Baker                                             | Arvada            | 586-431-0401        | X        |        |                                        |
| Colorado | Kevin Baker                                             | Broomfield        | 586-431-0401        | X        |        |                                        |
| Colorado | Kevin Baker                                             | Centennial        | 586-431-0401        | X        |        |                                        |
| Colorado | Kevin Baker                                             | Colorado Springs  | 586-431-0401        | X        |        |                                        |
| Colorado | Kevin Baker                                             | Colorado Springs  | 586-431-0401        | X        |        |                                        |
| Colorado | Kevin Baker                                             | Denver            | 586-431-0401        | X        |        |                                        |
| Colorado | Leighton Wyatt Barnett, Gary Bret Barnett, Gage Barnett | Denver            | 501-707-7575        | X        |        |                                        |
| Colorado | Kevin Baker                                             | Lafayette         | 586-431-0401        | X        |        |                                        |
| Colorado | Kevin Baker                                             | Thornton          | 586-431-0401        | X        |        |                                        |
| Colorado | Kevin Baker                                             | Westminster       | 586-431-0401        | X        |        |                                        |
| Colorado | Kevin Baker                                             | Wheat Ridge       | 586-431-0401        | X        |        |                                        |
| Delaware | Sudhirkumar Mehta                                       | Dover             | 410-463-1133        | X        |        |                                        |
| Florida  | Emily Harrington                                        | Brandon           | 352-467-5473        | X        |        |                                        |
| Florida  | Neil Hooker, Carol Hooker, & Catherine Catanese         | Fort Walton Beach | 850-316-8827        | X        |        |                                        |
| Florida  | Vincent Gannascoli & Nicholas Gannascoli, Jr.           | Jensen Beach      | 772-631-0825        | X        |        |                                        |
| Florida  | Jamil Newell & Courtney Newell                          | Port Saint Lucie  | 561-815-2907        | X        |        |                                        |

| STATE   | NAME(S)                                                | CITY                | TELEPHONE<br>NUMBER | TRANSFER | CLOSED | CEASED<br>OPERATIONS -<br>OTHER REASON |
|---------|--------------------------------------------------------|---------------------|---------------------|----------|--------|----------------------------------------|
| Florida | Stephen Caraccio                                       | Royal Palm<br>Beach | 561-267-5880        | X        |        |                                        |
| Florida | Bradley Freet                                          | Saint Petersburg    | 727-515-0018        |          |        | X                                      |
| Florida | Vincent Gannascoli & Nicholas<br>Gannascoli, Jr.       | Stuart              | 772-631-0825        | X        |        |                                        |
| Florida | Vincent Gannascoli & Nicholas<br>Gannascoli, Jr.       | Stuart              | 772-631-0825        | X        |        |                                        |
| Florida | Garth Brown                                            | Tallahassee         | 850-284-7300        | X        |        |                                        |
| Florida | Garth Brown                                            | Tallahassee         | 850-284-7300        |          | X      |                                        |
| Florida | Emily Harrington                                       | Tampa               | 352-467-5473        | X        |        |                                        |
| Florida | Cedric Mitchell, Alfredo Moragne, &<br>Altelio Moragne | Tampa               | 727-252-3307        |          | X      |                                        |
| Florida | Stephen Caraccio                                       | West Palm Beach     | 561-267-5880        | X        |        |                                        |
| Georgia | Scott Temme                                            | Atlanta             | 770-713-5254        | X        |        |                                        |
| Georgia | Manan Shah, Anandiben Patel, &<br>Shaishav Patel       | Atlanta             | 757-305-7882        | X        |        |                                        |
| Georgia | Manan Shah & Anandiben Patel                           | Atlanta             | 757-305-7882        | X        |        |                                        |
| Georgia | Akash Patel & Akshay Patel                             | Bonaire             | 229-406-2424        | X        |        |                                        |
| Georgia | Akash Patel and Nikhilkumar Patel                      | Centerville         | 229-886-8296        | X        |        |                                        |
| Georgia | Mohmed Momin, Vasim Momin, &<br>Riha Momin             | Columbus            | 404-918-7629        | X        |        |                                        |

| STATE    | NAME(S)                                                                          | CITY          | TELEPHONE NUMBER | TRANSFER | CLOSED | CEASED OPERATIONS - OTHER REASON |
|----------|----------------------------------------------------------------------------------|---------------|------------------|----------|--------|----------------------------------|
| Georgia  | Nancy Patel & Krishnendu Chandra                                                 | Rome          | 404-754-9551     | X        |        |                                  |
| Illinois | Edward Joubran & Hani Halloun                                                    | Bolingbrook   | 810-397-1891     |          |        | X                                |
| Illinois | Edward Joubran & Hani Halloun                                                    | Downers Grove | 810-397-1891     |          |        | X                                |
| Indiana  | Robert Tedrow & Teresa Loos-Tedrow                                               | Terre Haute   | 217-653-3079     | X        |        |                                  |
| Kentucky | Sean Byrne, Jennifer Byrne, Angela Curry, Michael Curry, Liane Riney, Mark Riney | Bowling Green | 270-302-3103     | X        |        |                                  |
| Kentucky | Sean Byrne, Jennifer Byrne, Angela Curry, Michael Curry, Liane Riney, Mark Riney | Fort Knox     | 270-302-3103     | X        |        |                                  |
| Michigan | Hicham Bazzi                                                                     | Dearborn      | 313-445-1228     | X        |        |                                  |
| Michigan | Hicham Bazzi                                                                     | Detroit       | 313-445-1228     | X        |        |                                  |
| Michigan | Heather Hendriksen & Thomas Wedeven                                              | Grand Haven   | 616-217-6264     | X        |        |                                  |
| Michigan | Jess Hollenbeck & Loan Hollenbeck                                                | Ionia         | 616-481-2029     |          | X      |                                  |
| Michigan | Hicham Bazzi                                                                     | Taylor        | 313-445-1228     | X        |        |                                  |
| Missouri | Chris Hurst & Craig Hurst                                                        | Columbia      | 573-356-6086     | X        |        |                                  |
| Missouri | Chris Hurst & Craig Hurst                                                        | Columbia      | 573-356-6086     | X        |        |                                  |
| Missouri | Robert Tedrow & Teresa Loos-Tedrow                                               | Hannibal      | 217-653-3079     | X        |        |                                  |

| STATE          | NAME(S)                                                        | CITY         | TELEPHONE NUMBER | TRANSFER | CLOSED | CEASED OPERATIONS - OTHER REASON |
|----------------|----------------------------------------------------------------|--------------|------------------|----------|--------|----------------------------------|
| Nevada         | Eric Persson                                                   | Henderson    | 702-461-6055     |          | X      |                                  |
| Nevada         | Eric Persson                                                   | Las Vegas    | 702-461-6055     |          |        | X                                |
| New York       | Hardik Patel, Harshil Patel, Avadesh Patel, & Vimalsaran Patel | Centereach   | 570-854-8551     | X        |        |                                  |
| New York       | Stephen Brojer & Patricia O'Brien                              | Commack      | 516-503-2192     | X        |        |                                  |
| New York       | Stephen Brojer                                                 | Selden       | 516-503-2192     | X        |        |                                  |
| New York       | Laura Jankowski & Walter Jankowski                             | Syosett      | 631-807-8358     |          |        | X                                |
| New York       | Hardik Patel, Harshil Patel, Avadesh Patel, & Vimalsaran Patel | Smithtown    | 570-854-8551     | X        |        |                                  |
| New York       | Roger Wagner, Mark Bartlett, Rick Bartlett                     | Victor       | 315-744-0316     | X        |        |                                  |
| North Carolina | Rhonda Renee Holley Shanks and Ronnie Darnell Shanks           | Cary         | 240-643-3653     |          |        | X                                |
| North Carolina | Kevin Smith & Amiee Smith                                      | Charlotte    | 810-875-1228     | X        |        |                                  |
| North Carolina | Hetalben Dave & Nensi Pandya                                   | Charlotte    | 757-537-0781     | X        |        |                                  |
| North Carolina | Nikitaben Patel                                                | Harrisburg   | 704-661-4708     | X        |        |                                  |
| North Carolina | Nikitaben Patel                                                | Huntersville | 704-661-4708     | X        |        |                                  |

| STATE             | NAME(S)                                                           | CITY                 | TELEPHONE<br>NUMBER | TRANSFER | CLOSED | CEASED<br>OPERATIONS -<br>OTHER REASON |
|-------------------|-------------------------------------------------------------------|----------------------|---------------------|----------|--------|----------------------------------------|
| North<br>Carolina | Joseph Goetschius, Jr.                                            | Nags Head            | 203-910-1422        |          |        | X                                      |
| North<br>Carolina | Hetalben Dave & Nensi Pandya                                      | Waxhaw               | 757-537-0781        | X        |        |                                        |
| Ohio              | Vaibhav Patel & Rutvik Patel                                      | Avon                 | 440-530-8401        | X        |        |                                        |
| Ohio              | Ekadashi and Anilkumar Patel                                      | Colerain<br>Township | 513-254-5188        | X        |        |                                        |
| Ohio              | Michelle Parsons                                                  | Findlay              | 419-262-1404        | X        |        |                                        |
| Pennsylvania      | Richard “Brad” Evans & Richard<br>“Rick” Evans                    | Ephrata              | 443-366-2906        | X        |        |                                        |
| Pennsylvania      | Richard “Brad” Evans & Richard<br>“Rick” Evans                    | Lancaster            | 443-366-2906        | X        |        |                                        |
| Pennsylvania      | Richard “Brad” Evans & Richard<br>“Rick” Evans                    | Manheim              | 443-366-2906        | X        |        |                                        |
| Pennsylvania      | John Lane                                                         | York                 | 717-554-6538        | X        |        |                                        |
| South<br>Carolina | Marc Rodenbaugh                                                   | Columbia             | 757-408-0848        | X        |        |                                        |
| South<br>Carolina | Kenneth Hawkins, Danielle Hawkins,<br>and Kenneth “Kenny” Hawkins | Tega Cay             | 973-214-9767        | X        |        |                                        |
| Texas             | Michael Sheppard & Kara Sheppard                                  | Austin               | 512-897-7782        | X        |        |                                        |
| Texas             | Michael Sheppard & Kara Sheppard                                  | Austin               | 512-897-7782        | X        |        |                                        |

| STATE      | NAME(S)                                                  | CITY           | TELEPHONE<br>NUMBER | TRANSFER | CLOSED | CEASED<br>OPERATIONS -<br>OTHER REASON |
|------------|----------------------------------------------------------|----------------|---------------------|----------|--------|----------------------------------------|
| Texas      | Kaleb Warnock, Paula Flores<br>Warnock, & Paul Beltran   | El Paso        | 915-637-0484        |          |        | X                                      |
| Texas      | Patrick Somerville, Harish “Dee”<br>Jethwa, & Joan Garza | Frisco         | 734-778-0490        | X        |        |                                        |
| Texas      | Ankit Gupta                                              | Houston        | 281-948-1853        | X        |        |                                        |
| Texas      | Glen Johnson & Nicholas Crouch                           | Keller         | 501-442-0089        |          |        | X                                      |
| Texas      | Inkil Hwangpo                                            | Spring         | 205-475-5596        | X        |        |                                        |
| Texas      | Rohit Patel, Nirav Patel, & Chirag<br>Patel              | Waco           | 405-210-2195        | X        |        |                                        |
| Virginia   | Woo Choi & Agapito Dienzo                                | Alexandria     | 703-338-6983        | X        |        |                                        |
| Virginia   | Albertyna Sanchez, Vanessa Cherry,<br>& Don Wilkerson    | Chesapeake     | 571-235-8118        | X        |        |                                        |
| Virginia   | Rylan Miller                                             | Glen Allen     | 224-730-1839        | X        |        |                                        |
| Virginia   | Sanjay Patel                                             | Hampton        | 757-576-4771        | X        |        |                                        |
| Virginia   | Warren Thompson                                          | Norfolk        | 703-757-5500        |          |        | X                                      |
| Virginia   | Travis Loan & Corinne Loan                               | Staunton       | 540-383-8482        |          |        | X                                      |
| Virginia   | Jason Dieffenbach                                        | Virginia Beach | 757-714-4008        | X        |        |                                        |
| Washington | Tai Lam & Mong-Kieu Nguyen                               | Bellevue       | 360-348-0802        |          | 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**

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**FINANCIAL STATEMENTS**

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# TSC Franchisor, LLC

(A Wholly-Owned Subsidiary of TSC Intermediate, Inc.)

*Financial Statements as of December 29, 2024  
and for the period from September 6, 2024 (Closing Date) to  
December 29, 2024 and Independent Auditors' Report*

## INDEX TO FINANCIAL STATEMENTS

### **TSC Franchisor, LLC**

(A Wholly-Owned Subsidiary of TSC Intermediate, Inc.)

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## **INDEPENDENT AUDITOR'S REPORT**

To the Board of Managers of TSC Franchisor, LLC

### **Opinion**

We have audited the financial statements of TSC Franchisor, LLC (the "Company"), which comprise the balance sheet as of December 29, 2024, and the related statements of operations, member's equity, and cash flows for the period from September 6, 2024 to December 29, 2024, and the related notes to the financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 29, 2024, and the results of its operations and its cash flows for the period from September 6, 2024 to December 29, 2024 in accordance with accounting principles generally accepted in the United States of America.

### **Basis for Opinion**

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (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 audit. 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 financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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

### **Auditor's Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an 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 GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery,

intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

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

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

*Deloitte & Touche LLP*

April 18, 2025

**TSC Franchisor, LLC**  
(A Wholly-Owned Subsidiary of TSC Intermediate, Inc.)

**BALANCE SHEET**  
(In millions)

|                                                                                        | <u>December 29, 2024</u> |
|----------------------------------------------------------------------------------------|--------------------------|
| <b>Assets</b>                                                                          |                          |
| Current assets:                                                                        |                          |
| Cash.....                                                                              | \$ 3.3                   |
| Accounts receivable, net of allowance for credit losses, and other current assets..... | 6.4                      |
| Total current assets.....                                                              | 9.7                      |
| Intangible assets, net.....                                                            | 1,456.3                  |
| Deferred commission expense.....                                                       | 0.5                      |
| <b>Total assets.....</b>                                                               | <b><u>\$ 1,466.5</u></b> |
| <br><b>Liabilities and Member's Equity</b>                                             |                          |
| Current liabilities:                                                                   |                          |
| Payable to affiliates.....                                                             | \$ 3.4                   |
| Deferred franchisee fees, current.....                                                 | 1.2                      |
| Commissions payable and other current liabilities.....                                 | 0.2                      |
| Total current liabilities.....                                                         | 4.8                      |
| Deferred franchise fees, net of current portion.....                                   | 30.8                     |
| Other non-current liabilities.....                                                     | 0.8                      |
| <b>Total liabilities.....</b>                                                          | <b><u>36.4</u></b>       |
| <br>Commitments and contingencies (Note 3)                                             |                          |
| <br><b>Member's Equity</b>                                                             |                          |
| Member's equity.....                                                                   | 1,430.1                  |
| <b>Total member's equity.....</b>                                                      | <b><u>1,430.1</u></b>    |
| <b>Total liabilities and member's equity.....</b>                                      | <b><u>\$ 1,466.5</u></b> |

See accompanying notes to the financial statements

**TSC Franchisor, LLC**  
(A Wholly-Owned Subsidiary of TSC Intermediate, Inc.)

**Statement of Operations**  
(In millions)

|                                                          | <u>September 6, 2024 to<br/>December 29, 2024</u> |
|----------------------------------------------------------|---------------------------------------------------|
| <b>Revenues:</b>                                         |                                                   |
| Royalty revenue and franchise fees.....                  | \$ 24.1                                           |
| Supply chain and other revenues.....                     | <u>9.2</u>                                        |
| Total revenues.....                                      | 33.3                                              |
| <b>Expenses:</b>                                         |                                                   |
| Amortization of intangible asset and other expenses..... | <u>5.0</u>                                        |
| Total expenses.....                                      | 5.0                                               |
| <b>Operating income.....</b>                             | <b>28.3</b>                                       |
| Income tax expense (benefit).....                        | <u>-</u>                                          |
| <b>Net income.....</b>                                   | <b><u>\$ 28.3</u></b>                             |

See accompanying notes to the financial statements

**TSC Franchisor, LLC**  
(A Wholly-Owned Subsidiary of TSC Intermediate, Inc.)

**Statement of Member's Equity**  
(In millions)

|                                                            | <b>Total<br/>Member's Equity</b> |
|------------------------------------------------------------|----------------------------------|
| <b>Opening Balance September 6, 2024 (Closing Date)</b>    | <b>\$ -</b>                      |
| Initial non-cash capital contribution from the Member..... | 1,438.0                          |
| Net income.....                                            | 28.3                             |
| Other non-cash contributions from the Member.....          | 0.4                              |
| Distributions to the Member (Cash and Non-cash).....       | (36.6)                           |
| <b>Balance December 29, 2024</b>                           | <b>\$ 1,430.1</b>                |

See accompanying notes to the financial statements

**TSC Franchisor, LLC**  
(A Wholly-Owned Subsidiary of TSC Intermediate, Inc.)

**Statement of Cash Flows**  
(In millions)

|                                                                                   | <b>September 6, 2024 to<br/>December 29, 2024</b> |
|-----------------------------------------------------------------------------------|---------------------------------------------------|
| Net income.....                                                                   | \$ 28.3                                           |
| Adjustments to reconcile net income to net cash provided by operating activities: |                                                   |
| Amortization of intangible assets.....                                            | 5.0                                               |
| Provision for credit losses.....                                                  | 0.1                                               |
| Change in operating assets and liabilities:                                       |                                                   |
| Accounts receivable and other current assets.....                                 | 2.1                                               |
| Payable to affiliates.....                                                        | 0.1                                               |
| Deferred franchise fees.....                                                      | 0.9                                               |
| Other assets and liabilities, net.....                                            | 0.1                                               |
| <b>Cash provided by operating activities.....</b>                                 | <b>36.6</b>                                       |
| Cash flows from financing activities:                                             |                                                   |
| Distributions to the Member.....                                                  | (33.3)                                            |
| <b>Cash used in financing activities.....</b>                                     | <b>(33.3)</b>                                     |
| Net increase in cash.....                                                         | 3.3                                               |
| Cash at September 6, 2024 (Closing Date).....                                     | -                                                 |
| <b>Cash at December 29, 2024.....</b>                                             | <b>\$ 3.3</b>                                     |
| <b>Non-cash investing and financing activities.....</b>                           |                                                   |
| Non-cash initial capital contribution from the Member.....                        | \$ 1,438.0                                        |
| Other non-cash contributions from the Member.....                                 | 0.4                                               |
| Non-cash distribution to the Member.....                                          | 3.3                                               |

See accompanying notes to the financial statements

**TSC Franchisor, LLC**  
(A Wholly-Owned Subsidiary of TSC Intermediate, Inc.)

**Notes to Financial Statement**  
**(In millions)**

**1. Nature of Business and Organization**

***Organization***

TSC Franchisor, LLC (the “Company”) is a newly formed special purpose Delaware limited liability company. The Company is a direct, wholly-owned subsidiary of TSC SPV Funding, LLC (the “Issuer” or the “Member”), which is an indirect, wholly-owned subsidiary of Tropical Smoothie Café, LLC (the “Manager”), which in turn is an indirect, wholly-owned subsidiary of TSC Intermediate, Inc. (“TSC Intermediate”), whose ultimate parent is Peach MidCo LLC. (“Peach MidCo”). The Company was formed on July 8, 2024 (the “Inception Date”) in connection with a contemplated financing (the “Securitization Transaction”), which was completed on September 6, 2024 (the “Closing Date”).

On the Closing Date, the Manager contributed to the Company certain assets and liabilities presented on the Company’s balance sheet. The value of the contributed assets and liabilities is consistent with the carrying value of assets and liabilities used by the Manager for financial reporting purposes at the time of the contribution.

***Business Operations***

On the Closing Date, the Manager indirectly contributed to the Company all the franchise agreements, certain material contracts, and certain vendor contract payment rights with respect to Tropical Smoothie Cafe franchises in the U.S. In addition, the Manager contributed to the Company certain intellectual property (the “Securitization IP”) consisting of substantially all of the existing U.S. intellectual property and all future licensing fees. Following the Closing Date, the Company serves as franchisor of the Tropical Smoothie Cafe brand with respect to and owns (1) new and existing U.S. franchise agreements and all franchisee payments thereon; (2) all rights to enter into new franchise agreements in the U.S.; and (3) rights to all licensing fees and other fees related to the Securitization IP.

The Company, along with the Issuer and TSC SPV Guarantor, LLC (“TSC SPV Guarantor”, and, together with the Issuer and the Company, the “Securitization Entities”), have entered into a management agreement with the Manager, under which the Manager performs certain services related to franchise arrangements and other assets held by the Company, including collecting franchise payments, causing the Company to enter into new franchise arrangements, and providing pre-opening and ongoing support services for franchisees. All revenues generated by the franchise arrangements are recorded by the Company and when collected are deposited into accounts held in the name of the Company. In exchange for providing its services, the Manager is eligible to receive management fees from the Issuer on behalf of all the Securitization Entities, including the Company. TSC Intermediate consolidates all entities, including the Manager, TSC SPV Guarantor, the Issuer, and the Company.

**2. Summary of Significant Accounting Policies**

***Basis of Presentation***

The financial statements of the Company have been prepared in accordance with generally accepted accounting principles in the United States (US GAAP).

***Use of Estimates***

The preparation of 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 financial statements. Significant management judgment is required in determining the accounting for, among

other things, future cash flows associated with valuation of intangible long-lived assets. Actual results could differ from these estimates.

### ***Fiscal Year***

Our fiscal reporting periods consist of 52 or 53 weeks ending on the Sunday closest to December 31. The period covered by these financial statements is from the Closing Date through December 29, 2024. The Company had no activity from the Inception Date through the Closing Date.

### ***Cash***

The Company's cash consists of cash in a bank. We believe that our vulnerability to risk concentrations in our cash is mitigated by our policies restricting the eligibility, credit quality and concentration limits for our placements of cash.

### ***Accounts Receivable, net***

Accounts receivable, net consists primarily of amounts accrued for royalties, collected weekly in arrears, 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 recorded allowance for credit losses as of December 29, 2024, which is not material to the Company's financial statements.

### ***Long-Lived Assets***

The Company's long-lived assets consist of definite-lived intangible 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 was no impairment losses recognized for the period from the Closing date to December 29, 2024.

### ***Indefinite-lived Intangible Asset***

The Company's trade name, which is an indefinite-lived intangible asset, is not subject to amortization. On an annual basis (the first day of the fourth fiscal quarter) or more often if an event occurs or circumstances change that indicates impairment might exist, the Company reviews the recoverability of an indefinite-lived intangible. 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. 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 for the period from the Closing date to December 29, 2024. 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 indefinite-lived intangible asset in future periods.

### ***Definite lived Intangible Assets, net***

The Company's franchise agreements are definite-lived intangible assets and are amortized using the straight-line method over the estimated useful life of 20 years.

### ***Revenue recognition***

Revenues consist primarily of royalties, initial franchise fees, and other franchise-related fees. The Company's promises under its franchise agreement consist of a franchise license and pre-opening services, such as training, 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 from signing of the franchise agreement and are not refundable to franchisees. Initial franchise fees received upfront are recorded as Deferred franchise fees in the accompanying balance sheet. 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.

Royalties are calculated as a percentage of franchise restaurant net sales over the term of the franchise agreement. The standard royalty rate is 6%. The Company's franchise agreement royalties 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.

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

| <b>(in millions)</b> | <b>September 6, 2024 to<br/>December 29, 2024</b> |
|----------------------|---------------------------------------------------|
| Royalty revenue..... | \$ 23.5                                           |
| Franchise fees.....  | 0.6                                               |
|                      | <u>\$ 24.1</u>                                    |

Changes in deferred franchise fees were as follows:

| <b>(in millions)</b>                                             | <b>September 6, 2024 to<br/>December 29, 2024</b> |
|------------------------------------------------------------------|---------------------------------------------------|
| Deferred franchise fees at September 6, 2024 (Closing Date)..... | \$ -                                              |
| Contribution from the Member.....                                | 31.0                                              |
| Cash received.....                                               | 1.6                                               |
| Franchise fees recognized.....                                   | (0.6)                                             |
| Deferred franchise fees at December 29, 2024.....                | <u>\$ 32.0</u>                                    |

### ***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, the Company earns revenue 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 supply chain revenue 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 is presented as a component of Supply chain and other revenues within the accompanying statement of operations. Supply chain revenue was \$9.0 million for the period from the Closing Date to December 29, 2024.

### ***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.

The Company's promises under its franchise agreements consist of a franchise license and pre-opening services, such as training. 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 on the accompanying balance sheet. Initial franchise fees and transfer fees are recognized as revenue on a straight-line basis upon opening the café over the term of the respective agreement.

Approximately \$17.8 million of deferred franchise fees relates to cafes that have not yet opened as of December 29, 2024, 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 12.0 years as of December 29, 2024.

Commission payments associated with initial franchise agreements are deferred and amortized. Such an amount has been presented as a component of Amortization of intangible assets and other expenses in the accompanying statement of operations upon recognition of the related franchise fee revenue pursuant to ASC Topic 606, *Revenue from Contracts with Customers* (Topic 606). As of December 29, 2024, deferred commissions totaled \$0.5 million.

### ***Income Taxes***

The Company is a single-member limited liability company which has not elected to be taxed as an association, and consequently is not subject to the United States federal income taxes. Federal income taxes are the responsibility of Peach MidCo, the Company's ultimate parent. As such, no U.S. federal income taxes, or deferred tax assets or liabilities have been recorded at the Company. However, the Company is subject to income taxes in various state jurisdictions. The deferred tax assets and liabilities and provision for income taxes are not material.

### ***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, accounts receivable, and payable to affiliates approximate fair value.

### ***New Accounting Pronouncements***

In November 2024, the Financial Accounting Standards Board (the "FASB") issued ASU 2024-03, *Income Statement – Reporting Comprehensive Income – Expense Disaggregation Disclosures* (Subtopic 220-40): *Disaggregation of Income Statement Expense*, which requires, for each relevant expense caption on the income statement, detailed disclosure amounts for purchases of inventory, employee compensation, depreciation, and intangible asset amortization. The amendment is effective for fiscal years beginning after December 15, 2026, with early adoption permitted, and can be applied either prospectively or retrospectively. We are evaluating the impact of adopting this ASU on our disclosures.

### 3. Guarantees and Other Commitments and Contingencies

On September 6, 2024, the Issuer entered into a base indenture and a related supplemental indenture (collectively, the "Indenture") under which the Issuer issued \$570.0 million Series 2024-1, 6.291% Fixed Rate Senior Secured Notes, Class A-2 (the "Series 2024-1 Class A-2 Notes") with an anticipated term of 7 years. The Issuer also entered into a revolving financing facility that allows for the issuance of up to \$40.0 million in Series 2024-1 Variable Funding Senior Secured Notes, Class A-1 (the "Variable Funding Notes"), as well as a liquidity reserve commitment with Barclays Bank PLC (the "Liquidity Reserve Lender") that allows the Issuer to borrow amounts on a delayed draw basis from the Liquidity Reserve Lender of up to \$9.8 million in Series 2024-1 Liquidity Reserve Senior Secured Notes (the "Liquidity Reserve Notes" and, collectively with the Variable Funding Notes and the Series 2024-1 Class A-2 Notes, the "Series 2024-1 Senior Notes"). Subsequent to September 6, 2024, the Issuer entered into a \$9.1 million Letter of Credit pursuant to which the undrawn amount of the Variable Funding Notes was reduced to approximately \$30.9 million.

The Series 2024-1 Senior Notes were issued in the Securitization Transaction, pursuant to which the Issuer along with the Company and TSC SPV Guarantor, which are both limited purpose, bankruptcy remote, wholly-owned subsidiaries of the Manager, act as guarantors (the "Guarantors") and have pledged substantially all of their domestic revenue generating assets (consisting principally of franchise-related agreements, intellectual property and license agreements for the use of intellectual property) to secure the Series 2024-1 Senior Notes. In connection therewith, the Company has guaranteed the obligations of the Issuer under the Indenture, and the Series 2024-1 Senior Notes, and pledged substantially all of its assets to secure such obligations.

The legal final maturity date of the Series 2024-1 Class A-2 Notes is in August 2054, but it is anticipated that, unless earlier prepaid to the extent permitted under the Indenture, the Series 2024-1 Class A-2 Notes will be repaid in August 2031 (the "Series 2024-1 Class A-2 Anticipated Repayment Date"). The Variable Funding Notes, if issued, may be renewed in August 2029 until August 2030, and renewed again until August 2031, subject to the satisfaction of certain conditions. The Variable Funding Notes accrue interest at a variable interest rate based on (i) the prime rate, (ii) overnight federal funds rates, (iii) the secured overnight financing rate for U.S. Dollars or (iv) with respect to advances made by conduit investors, the weighted average cost of, or related to, the issuance of commercial paper allocated to fund or maintain such advances, in each case plus any applicable margin and as specified in the Variable Funding Notes agreement. The Liquidity Reserve Notes accrue interest at a variable interest rate based on the prime rate. In addition, there is a commitment fee of 0.50% on the unused portion of the Variable Funding Notes and on the unused portion of the Liquidity Reserve Notes.

The Series 2024-1 Senior Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) that the Issuer maintains specified reserve accounts to be used to make required payments in respect of the Series 2024-1 Senior Notes, (ii) provisions relating to optional and mandatory prepayments, including specified make-whole payments in the case of the Series 2024-1 Senior Notes under certain circumstances, (iii) certain indemnification payments in the event, among other things, the assets pledged as collateral for the Series 2024-1 Senior Notes are in stated ways defective or ineffective, and (iv) covenants relating to recordkeeping, access to information and similar matters. The Series 2024-1 Senior Notes are also subject to customary rapid amortization events provided for in the Indenture, including events tied to failure to maintain a minimum ratio of net cash flows to debt service, failure to maintain an aggregate level of Tropical Smoothie Café systemwide sales on certain measurement dates, certain Manager termination events, an event of default, and the failure to repay or refinance the Series 2024-1 Senior Notes on the applicable scheduled maturity date. The Series 2024-1 Senior Notes are also subject to certain customary events of default, including events relating to non-payment of required interest, principal, or other amounts due on or with respect to the Series 2024-1 Senior Notes, failure to comply with covenants within certain time frames, certain bankruptcy events, breaches of specified representations and warranties, failure of security interests to be effective, and certain judgments.

The Securitization Entities have entered into a management agreement with the Manager and the indenture trustee (the "Management Agreement"), whereby the Manager will act as the manager of the development and franchising on behalf of the Securitization Entities. The primary responsibilities of the Manager under the Management Agreement will be to administer collections and otherwise manage the pledged assets on behalf of the Securitization Entities, and to perform

certain franchising, marketing, intellectual property, operational and reporting services on behalf of the Securitization Entities.

#### 4. Accounts Receivable, net and Other Current Assets

Accounts receivable, net and other current assets consist of the following:

| <b>(in millions)</b>                                                                 | <b>December 29, 2024</b> |
|--------------------------------------------------------------------------------------|--------------------------|
| Supply chain revenue receivable.....                                                 | \$ 3.8                   |
| Royalties fees receivable.....                                                       | 2.4                      |
| Franchise fees receivable.....                                                       | 0.2                      |
| Other current assets.....                                                            | 0.1                      |
| Allowance for credit losses.....                                                     | (0.1)                    |
| Accounts receivable, net of allowance for credit losses, and other current assets... | <u>\$ 6.4</u>            |

#### 5. Intangible Assets, net

Intangible assets, net consist of the following:

| <b>(in millions)</b>                             | <b>December 29, 2024</b> |
|--------------------------------------------------|--------------------------|
| <b>Indefinite-lived intangible asset:</b>        |                          |
| Trade name.....                                  | \$ 1,150.0               |
| <b>Definite-lived intangible assets:</b>         |                          |
| Franchise agreements.....                        | 315.0                    |
| Accumulated amortization.....                    | (8.7)                    |
| Total definite-lived intangible assets, net..... | <u>306.3</u>             |
| Total intangibles assets, net.....               | <u><u>\$ 1,456.3</u></u> |

Estimated future amortization expense related to intangible assets is as follows on December 29, 2024:

| <b>Fiscal Year</b> | <b>(in millions)</b> |
|--------------------|----------------------|
| 2025.....          | \$ 15.8              |
| 2026.....          | 15.8                 |
| 2027.....          | 15.8                 |
| 2028.....          | 16.1                 |
| 2029.....          | 15.8                 |
| Thereafter.....    | 227.0                |
|                    | <u>\$ 306.3</u>      |

#### 6. Related Party Transactions

As part of the Securitization Transaction, the Company distributes cash to the Member for funding of costs and fees associated with the transaction. There are no plans for the Member to repay the Company for the payments made. As such, these transactions were accounted for as a permanent investment and recognized as a distribution of equity. The Company made a total of \$36.6 million distributions, of which \$33.3 million is distributed in cash, to the Member for the period from

the Closing Date to December 29, 2024. Associated with the distribution, the Company has \$3.3 million payable to the Member as of December 29, 2024. Additionally, the Company has \$0.1 million other payable to the Manager as of December 29, 2024. Such amounts have presented as a component of Payable to affiliates in the accompanying balance sheet.

The Company's receivable from the Manager is not material as of December 29, 2024. Such amounts have been presented as a component of Accounts receivable, net of allowance for credit losses, and other current assets in the accompanying balance sheet.

## **7. Subsequent Events**

The Company has evaluated for all other subsequent events between the financial statements dated December 29, 2024 and the date the financial statements were available for issuance, April 18, 2025, and has concluded that all subsequent events requiring recognition or disclosure have been incorporated into these 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 “**Manager**”), under the Management Agreement between TSC Franchisor, LLC, a Delaware limited liability company and Manager (the “**Management Agreement**”) as it may be amended from time to time. This guarantee continues until all such obligations of the Manager under the Management Agreement are satisfied or until the Management Agreement has been terminated, whichever first occurs. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Manager. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Atlanta, Georgia on the 18th day of April, 2025, \_\_\_\_\_

**Guarantor:**

**TSC Intermediate, Inc.**

By: 

Name: C. Maxwell Wetzel

Title: Chief Executive Officer

# TSC Intermediate, Inc. and Subsidiaries

*Consolidated Financial Statements as of December 29, 2024  
(Successor) and December 31, 2023 (Predecessor) and for the  
Period from June 10, 2024 to December 29, 2024 (Successor),  
the Period from January 1, 2024 to June 9, 2024 (Predecessor)  
and for the Fiscal Year ended December 31, 2023 (Predecessor)  
and Independent Auditors' Report*

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## INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of TSC Intermediate, Inc.

### Opinion

We have audited the consolidated financial statements of TSC Intermediate, Inc. and subsidiaries (the "Company"), which comprise the consolidated balance sheet as of December 29, 2024 (successor), and the related consolidated statements of operations, shareholders' equity, and cash flows for the periods from June 10, 2024 to December 29, 2024 (successor) and January 1, 2024 to June 9, 2024 (predecessor), and the related notes to the consolidated financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 29, 2024 (successor), and the results of its operations and its cash flows for the periods from June 10, 2024 to December 31, 2024 (successor) and January 1, 2024 to June 9, 2024 (predecessor), in accordance with accounting principles generally accepted in the United States of America.

### Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (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 audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### Predecessor Auditor's Opinion on 2023 Financial Statements

The financial statements of the Company as of and for the year ended December 31, 2023 were audited by other auditors whose report, dated April 11, 2024, expressed an unmodified opinion on those statements.

### Responsibilities of Management for the Financial Statements

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

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

## **Auditor's Responsibilities for the Audit of the Financial Statements**

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

In performing an audit in accordance with GAAS, we:

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

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

*Deloitte & Touche LLP*

April 18, 2025

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

|                                                                                                    | <b>Successor</b><br><b>December 29,</b><br><b>2024</b> | <b>Predecessor</b><br><b>December 31,</b><br><b>2023</b> |
|----------------------------------------------------------------------------------------------------|--------------------------------------------------------|----------------------------------------------------------|
| <b>Assets</b>                                                                                      |                                                        |                                                          |
| Current assets:                                                                                    |                                                        |                                                          |
| Cash.....                                                                                          | \$ 17.1                                                | \$ 8.8                                                   |
| Restricted cash.....                                                                               | 17.3                                                   | 8.1                                                      |
| Accounts receivable, net of allowance for credit losses.....                                       | 10.3                                                   | 6.3                                                      |
| Prepaid expenses and other current assets.....                                                     | 3.4                                                    | 3.5                                                      |
| Total current assets.....                                                                          | <u>48.1</u>                                            | <u>26.7</u>                                              |
| Property and equipment, net.....                                                                   | 2.6                                                    | 2.6                                                      |
| Right-of-use operating lease assets, net.....                                                      | 3.3                                                    | 3.8                                                      |
| Goodwill.....                                                                                      | 543.6                                                  | 258.5                                                    |
| Intangible assets, net.....                                                                        | 1,456.3                                                | 349.6                                                    |
| Other non-current assets.....                                                                      | 1.4                                                    | 5.1                                                      |
| <b>Total assets.....</b>                                                                           | <b><u>\$ 2,055.3</u></b>                               | <b><u>\$ 646.3</u></b>                                   |
| <b>Liabilities and Shareholders' Equity</b>                                                        |                                                        |                                                          |
| Current liabilities:                                                                               |                                                        |                                                          |
| Current portion of long-term debt.....                                                             | \$ 5.7                                                 | \$ 1.6                                                   |
| Accounts payable and accrued expenses.....                                                         | 14.5                                                   | 5.5                                                      |
| Current portion of operating lease liabilities.....                                                | 0.6                                                    | 0.5                                                      |
| Advertising fund liabilities.....                                                                  | 2.6                                                    | 6.0                                                      |
| Other current liabilities.....                                                                     | 13.4                                                   | 12.2                                                     |
| Total current liabilities.....                                                                     | <u>36.8</u>                                            | <u>25.8</u>                                              |
| Long-term debt, net of current portion.....                                                        | 552.0                                                  | 509.3                                                    |
| Operating lease liabilities, net of current portion.....                                           | 2.9                                                    | 3.5                                                      |
| Deferred franchise fees, net of current portion.....                                               | 30.8                                                   | 25.9                                                     |
| Deferred tax liabilities, net.....                                                                 | 245.7                                                  | 13.4                                                     |
| Other non-current liabilities.....                                                                 | 15.5                                                   | 0.5                                                      |
| <b>Total liabilities.....</b>                                                                      | <b><u>883.7</u></b>                                    | <b><u>578.4</u></b>                                      |
| Commitments and contingencies (Note 3, 8 and 10)                                                   |                                                        |                                                          |
| <b>Shareholders' Equity:</b>                                                                       |                                                        |                                                          |
| Common stock (\$0.001 par value; authorized – 1,000 shares; issued and outstanding – 1,000 shares) | -                                                      | -                                                        |
| Additional paid in capital.....                                                                    | 1,230.5                                                | 435.6                                                    |
| Accumulated deficit.....                                                                           | (58.9)                                                 | (367.7)                                                  |
| <b>Total shareholders' equity.....</b>                                                             | <b><u>1,171.6</u></b>                                  | <b><u>67.9</u></b>                                       |
| <b>Total liabilities and shareholders' equity.....</b>                                             | <b><u>\$ 2,055.3</u></b>                               | <b><u>\$ 646.3</u></b>                                   |

See accompanying notes to the consolidated financial statements

**TSC INTERMEDIATE, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF OPERATIONS**

(In millions)

|                                                   | <b>Successor</b>                                  | <b>Predecessor</b>                         |                                                    |
|---------------------------------------------------|---------------------------------------------------|--------------------------------------------|----------------------------------------------------|
|                                                   | <b>June 10, 2024 to<br/>December 29,<br/>2024</b> | <b>January 1, 2024 to<br/>June 9, 2024</b> | <b>Fiscal Year ended<br/>December 31,<br/>2023</b> |
| <b>Revenues:</b>                                  |                                                   |                                            |                                                    |
| Royalty revenue and franchise fees.....           | \$ 47.5                                           | \$ 39.5                                    | \$ 76.6                                            |
| Advertising fees.....                             | 36.6                                              | 30.5                                       | 58.6                                               |
| Supply chain revenue.....                         | 17.9                                              | 15.3                                       | 24.0                                               |
| Company-operated restaurant sales, net.....       | 0.5                                               | 0.5                                        | 1.0                                                |
| Other revenues.....                               | 2.3                                               | 1.7                                        | 3.6                                                |
| Total revenues.....                               | <u>104.8</u>                                      | <u>87.5</u>                                | <u>163.8</u>                                       |
| <b>Expenses, net:</b>                             |                                                   |                                            |                                                    |
| Cost of sales (1).....                            | 0.6                                               | 0.4                                        | 0.9                                                |
| Advertising expenses.....                         | 31.3                                              | 25.7                                       | 49.8                                               |
| Selling, general and administrative expenses..... | 26.8                                              | 22.9                                       | 44.3                                               |
| Depreciation and amortization.....                | 9.4                                               | 5.6                                        | 12.8                                               |
| Other operating expenses, net.....                | 7.7                                               | 29.9                                       | 9.6                                                |
| Total expenses, net.....                          | <u>75.8</u>                                       | <u>84.5</u>                                | <u>117.4</u>                                       |
| <b>Operating income (loss).....</b>               | <b>29.0</b>                                       | <b>3.0</b>                                 | <b>46.4</b>                                        |
| Interest expense, net.....                        | 24.5                                              | 26.1                                       | 40.5                                               |
| <b>Income (loss) before taxes.....</b>            | <b>4.5</b>                                        | <b>(23.1)</b>                              | <b>5.9</b>                                         |
| Income tax expense (benefit).....                 | (0.6)                                             | (18.0)                                     | 9.9                                                |
| <b>Net income (loss).....</b>                     | <b><u>\$ 5.1</u></b>                              | <b><u>\$ (5.1)</u></b>                     | <b><u>\$ (4.0)</u></b>                             |

- (1) *Cost of sales includes all expenses of TSC-GA, LLC ("the company-owned café"), excluding depreciation and amortization, which is presented separately in the consolidated statements of operations.*

See accompanying notes to the consolidated financial statements

**TSC INTERMEDIATE, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY**

(In millions, except share amounts)

| Shareholders' Equity (Successor)                      | Common Stock |        | Additional Paid in Capital | Accumulated Deficit | Total Equity |
|-------------------------------------------------------|--------------|--------|----------------------------|---------------------|--------------|
|                                                       | Shares       | Amount |                            |                     |              |
| Balance June 10, 2024                                 | 1,000        | \$ -   | \$ 1,218.2                 | \$ -                | \$ 1,218.2   |
| Additional cash contribution from parent company..... | —            | -      | 15.0                       | -                   | 15.0         |
| Net income.....                                       | —            | -      | -                          | 5.1                 | 5.1          |
| Dividends.....                                        | —            | -      | -                          | (64.0)              | (64.0)       |
| Share repurchase.....                                 | —            | -      | (4.1)                      | -                   | (4.1)        |
| Equity-based compensation expense.....                | —            | -      | 1.4                        | -                   | 1.4          |
| Balance December, 29, 2024                            | 1,000        | \$ -   | \$ 1,230.5                 | \$ (58.9)           | \$ 1,171.6   |

  

| Shareholders' Equity (Predecessor)     | Common Stock |        | Additional Paid in Capital | Accumulated Deficit | Total Equity |
|----------------------------------------|--------------|--------|----------------------------|---------------------|--------------|
|                                        | Shares       | Amount |                            |                     |              |
| Balance December 25, 2022              | 1,000        | \$ -   | \$ 429.5                   | \$ (206.3)          | \$ 223.2     |
| Net loss.....                          | —            | -      | -                          | (4.0)               | (4.0)        |
| Dividends.....                         | —            | -      | -                          | (157.4)             | (157.4)      |
| Share repurchase.....                  | —            | -      | (0.3)                      | -                   | (0.3)        |
| Equity-based compensation expense..... | —            | -      | 6.4                        | -                   | 6.4          |
| Balance December 31, 2023              | 1,000        | \$ -   | \$ 435.6                   | \$ (367.7)          | \$ 67.9      |
| Net loss.....                          | —            | -      | -                          | (5.1)               | (5.1)        |
| Equity-based compensation expense..... | —            | -      | 1.7                        | -                   | 1.7          |
| Balance June 9, 2024                   | 1,000        | \$ -   | \$ 437.3                   | \$ (372.8)          | \$ 64.5      |

See accompanying notes to the consolidated financial statements

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

|                                                                                          | Successor                             | Predecessor                        |                                        |
|------------------------------------------------------------------------------------------|---------------------------------------|------------------------------------|----------------------------------------|
|                                                                                          | June 10, 2024 to<br>December 29, 2024 | January 1, 2024 to<br>June 9, 2024 | Fiscal Year ended<br>December 31, 2023 |
| Net income (loss).....                                                                   | \$ 5.1                                | \$ (5.1)                           | \$ (4.0)                               |
| Adjustments to reconcile net income (loss) to net cash provided by operating activities: |                                       |                                    |                                        |
| Depreciation and amortization.....                                                       | 9.4                                   | 5.6                                | 12.8                                   |
| Deferred income taxes.....                                                               | (1.1)                                 | (18.0)                             | 8.1                                    |
| Amortization of debt issuance cost.....                                                  | 0.6                                   | 1.1                                | 1.9                                    |
| Provision for credit losses.....                                                         | 0.1                                   | -                                  | -                                      |
| Equity-based compensation expense.....                                                   | 1.4                                   | 1.7                                | 6.4                                    |
| Change in fair value of contingent consideration from acquisition.....                   | 1.1                                   | -                                  | -                                      |
| Change in operating assets and liabilities:                                              |                                       |                                    |                                        |
| Accounts receivable.....                                                                 | 2.5                                   | (6.5)                              | (0.2)                                  |
| Prepaid expenses and other assets.....                                                   | (0.2)                                 | 0.2                                | (0.8)                                  |
| Accounts payable and accrued expenses.....                                               | 1.6                                   | 31.7                               | (2.9)                                  |
| Advertising fund liabilities.....                                                        | 1.0                                   | (4.4)                              | (1.2)                                  |
| Deferred franchise fees.....                                                             | 2.7                                   | 2.3                                | 5.3                                    |
| Other assets and liabilities, net.....                                                   | (0.9)                                 | (0.2)                              | (0.7)                                  |
| <b>Cash provided by operating activities.....</b>                                        | <b>23.3</b>                           | <b>8.4</b>                         | <b>24.7</b>                            |
| Cash flows from investing activities:                                                    |                                       |                                    |                                        |
| Capital expenditures.....                                                                | (0.3)                                 | (0.5)                              | (0.9)                                  |
| Purchase of acquired company, net of acquired cash.....                                  | (1,198.5)                             | -                                  | -                                      |
| Principal payments on notes receivable.....                                              | -                                     | -                                  | 0.2                                    |
| <b>Cash used in investing activities.....</b>                                            | <b>(1,198.8)</b>                      | <b>(0.5)</b>                       | <b>(0.7)</b>                           |
| Cash flows from financing activities:                                                    |                                       |                                    |                                        |
| Deferred loan costs.....                                                                 | (12.9)                                | -                                  | (1.6)                                  |
| Proceeds from senior secured notes.....                                                  | 570.0                                 | -                                  | 159.3                                  |
| Proceeds from revolving line of credit.....                                              | -                                     | -                                  | 9.5                                    |
| Principal payments on senior credit facility.....                                        | (512.3)                               | (5.1)                              | (24.7)                                 |
| Principal payments on revolving line of credit.....                                      | -                                     | -                                  | (9.5)                                  |
| Initial equity contribution from parent company.....                                     | 1,198.5                               | -                                  | -                                      |
| Additional equity contribution from parent company.....                                  | 15.0                                  | -                                  | -                                      |
| Dividends.....                                                                           | (64.0)                                | -                                  | (157.4)                                |
| Share repurchase.....                                                                    | (4.1)                                 | -                                  | (0.3)                                  |
| <b>Cash provided by (used in) financing activities.....</b>                              | <b>1,190.2</b>                        | <b>(5.1)</b>                       | <b>(24.7)</b>                          |
| Net increase (decrease) in cash and restricted cash.....                                 | 14.7                                  | 2.8                                | (0.7)                                  |
| Cash and restricted cash, at beginning of period.....                                    | 19.7                                  | 16.9                               | 17.6                                   |
| <b>Cash and restricted cash, at end of period.....</b>                                   | <b>\$ 34.4</b>                        | <b>\$ 19.7</b>                     | <b>\$ 16.9</b>                         |
| <b>Supplemental disclosure of cash flow information:</b> .....                           |                                       |                                    |                                        |
| Cash paid during the period for interest.....                                            | \$ 24.3                               | \$ 27.3                            | \$ 38.0                                |
| Cash paid during the period for income tax.....                                          | -                                     | 0.8                                | 2.4                                    |
| Cash acquired from the acquired company.....                                             | 19.7                                  | -                                  | -                                      |
| <b>Non-cash investing and financing activities.....</b>                                  |                                       |                                    |                                        |
| Non-cash contingent consideration from acquisition.....                                  | \$ 16.3                               | \$ -                               | \$ -                                   |

See accompanying notes to the consolidated financial statements

## **TSC INTERMEDIATE, INC. AND SUBSIDIARIES**

### **Notes to Consolidated Financial Statements**

(In millions except shares and per share amounts)

#### **1. Nature of Business and Organization**

TSC Intermediate, Inc. (the “Company”) is a Delaware corporation. The Company, together with its wholly-owned subsidiaries, franchises and operates fast casual restaurants (cafés) 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.

On June 10, 2024 (the “acquisition date”), the Company was acquired by Peach Purchaser LLC (the “Buyer” or the “Parent Company”), which was formed by Peach MidCo LLC, which was formed by Peach TopCo LP, which is controlled by entities affiliated with Blackstone Inc.

On July 8, 2024, the Company formed TSC SPV Funding, LLC (the “Issuer”), a special purpose Delaware limited liability company, that is an indirect, wholly-owned subsidiary of the Company. TSC SPV Guarantor, LLC and TSC Franchisor, LLC, were also formed (together with the Issuer, the “Securitization Entities”) along with a formation of TSC SPV Funding, LLC and are wholly-owned subsidiaries of the Company.

On September 6, 2024, the Issuer issued the Senior Secured Notes (as defined in Note 8. Debt) through a whole business securitization transaction (the “Securitization”). Refer to Note 8 for further details on the Securitization.

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

As of December 29, 2024 (Successor) and December 31, 2023 (Predecessor), there were 1,529 and 1,371 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 subsidiaries, Tropical Smoothie Café, LLC, TSG-GA, LLC, and TSC SPV Guarantor, LLC, which is the sole member of TSC SPV Funding, LLC, which in turn is the sole member of TSC Franchisor, LLC. All intercompany accounts and transactions have been eliminated in consolidation.

##### ***Fiscal Year***

As a result of the acquisition by the Parent Company, the Company has presented the results for 2024 as two separate periods. The predecessor financial period refers to the period from January 1, 2024 to June 9, 2024, which was prior to the acquisition. The successor financial period refers to the period from June 10, 2024 to December 29, 2024 following the completion of the acquisition.

The Company reports on a 52 or 53-week yearly basis which ends on the last Sunday in December. The fiscal years ended December 29, 2024 (Successor) and December 31, 2023 (Predecessor), each consisted of 52 weeks and 53 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 equity-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 did not have any cash equivalents at December 29, 2024 (Successor) and December 31, 2023 (Predecessor). 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 is the Company's cash reserves that is earmarked for specific purposes and not readily available for general business operations. The Company had \$17.3 million restricted cash, which consists of \$12.6 million cash held at trustee accounts for Senior Secured Notes (as defined in Note 8. Debt) issued, \$3.5 million on behalf of franchisees for local advertising and \$1.2 million escrow franchise fee deposits as required by certain states at December 29, 2024 (Successor). The Company had \$8.1 million restricted cash, which consists of \$6.6 million held on behalf of franchisees for local advertising and \$1.5 million escrow franchise fee deposits at December 31, 2023 (Predecessor).

### ***Accounts Receivable, net***

Accounts receivable, net is stated net of allowance for credit losses and consist primarily of amounts accrued for royalties and advertising fees, collected weekly in arrears, franchise fees and supplier rebates and incentives. 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 recorded allowance for credit losses of \$0.1 million as of December 29, 2024 (Successor) and no allowance for credit losses as of December 31, 2023 (Predecessor). There were no accounts receivable written off for the period from June 10, 2024 to December 29, 2024 (Successor), the period from January 1, 2024 to June 9, 2024 (Predecessor) and fiscal year ended December 31, 2023 (Predecessor).

### ***Inventory***

Inventory consists primarily of operations and advertising supplies distributed to franchisees. 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. Inventory balance as of December 29, 2024 (Successor) and December 31, 2023 (Predecessor) were \$0.4 million and \$0.2 million, respectively. Such

amounts have been presented as a component of Prepaid expenses and other current 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, right-of-use operating lease 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 for the period from June 10, 2024 to December 29, 2024 (Successor), the period from January 1, 2024 to June 9, 2024 (Predecessor) and fiscal year ended December 31, 2023 (Predecessor), respectively.

### ***Property and Equipment, net***

Property and equipment, net are stated at cost, less accumulated depreciation. Depreciation of property and equipment is calculated using the straight-line method over the estimated useful lives of the assets. Expenditures for maintenance and repairs are charged against operations when incurred. Estimated useful lives of property and equipment for purposes of computing depreciation are as follows:

|                         |                                                      |
|-------------------------|------------------------------------------------------|
| Leasehold improvements  | Lesser of estimated useful life or life of the lease |
| Machinery and equipment | 3-7 years                                            |
| Furniture and fixtures  | 7 years                                              |
| Computers and software  | 5 years                                              |

### ***Capitalized Software***

The Company capitalizes costs associated with internal-use software once a project has established technological feasibility. The establishment of technological feasibility and the ongoing assessment of recoverability of capitalized software development costs requires considerable judgment by management with respect to certain 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 \$0.3 million, \$0.2 million, and \$0.2 million for the period from June 10, 2024 to December 29, 2024 (Successor), the period from January 1, 2024 to June 9, 2024 (Predecessor) and fiscal year ended December 31, 2023 (Predecessor), respectively. As of December 29, 2024 (Successor) and December 31, 2023 (Predecessor), the Company capitalized \$0.6 million and \$0.7 million, respectively, net of accumulated amortization. Such amounts have been presented as a component of Other non-current assets in the accompanying consolidated balance sheets.

### ***Goodwill and Other Indefinite-lived Intangible Assets***

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) or more often if an event occurs or circumstances change that indicates impairment might exist, 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. 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 for the period from June 10, 2024 to December 29, 2024 (Successor), the period from January 1, 2024 to June 9, 2024 (Predecessor) and fiscal year ended December 31, 2023 (Predecessor). 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.

### ***Definite-lived Intangible Assets, net***

#### **Successor**

The Company's franchise agreements are definite-lived intangible assets, which are amortized using the straight-line method over the estimated useful life of 20 years.

#### **Predecessor**

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:

|                              | <b>Estimated Useful Life</b>           |
|------------------------------|----------------------------------------|
| Franchise agreements         | 15 years                               |
| Program materials            | 4 years                                |
| Re-acquired franchise rights | Remaining life of franchise agreements |

### ***Business Combinations***

The Company accounts for acquisitions under ASC Topic 805, Business Combinations, which requires companies to record assets acquired and liabilities assumed at their respective fair market values at the date of acquisition. The accounting for acquisitions involves a considerable amount of judgment and estimates, including the fair value of certain forms of consideration; fair value of acquired intangible assets involving projections of future revenues and cash flows that are then either discounted at an estimated discount rate or measured at an estimated royalty rate; fair value of other acquired assets and assumed liabilities, including potential contingencies; and the useful lives of the acquired assets. The assumptions used are determined at the time of the acquisition in accordance with accepted valuation models. Projections are developed using internal forecasts, available industry and market data and estimates of long-term rates of growth for our business. The impact of prior or future acquisitions on the Company's financial position or results of operations may be materially impacted by the change in or initial selection of assumptions and estimates.

### ***Deferred Loan Costs***

Deferred loan costs are presented as a debt discount and amortized over the term of the related debt of approximately 7 years. Amortization expense related to deferred loan costs was \$0.6 million, \$1.1 million, and \$1.9 million for the period from June 10, 2024 to December 29, 2024 (Successor), the period from January 1, 2024 to June 9, 2024 (Predecessor) and fiscal year ended December 31, 2023 (Predecessor), respectively. Such amounts have been presented as a component of Interest expense, net in the accompanying consolidated statements of operations.

### ***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 expense upon recognition of the related franchise fee revenue pursuant to ASC Topic 606, Revenue from Contracts with Customers (Topic 606). As of December 29, 2024 (Successor) and December 31, 2023 (Predecessor), deferred commissions of \$0.5 million and \$3.9 million are recorded, respectively. Such amounts have been presented as a component of Other non-current assets in the accompanying consolidated balance sheets. The Company derecognized \$4.3 million of deferred commissions in connection with the acquisition by the Parent Company on June 10, 2024, in accordance ASC Topic 805, Business Combinations.

### ***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 accompanying consolidated balance sheets. 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.

Royalties, including advertising fees, are calculated as a percentage of franchise restaurant net sales over the term of the franchise agreement. The standard royalty rate is 6%. The advertising fee ranges up to 5% for national advertising fees depending on the franchise agreement and ranges up to 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. 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 ASC 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. 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 (the "gift-card issuer"). All gift cards sold by the franchisees are the liability of the gift-card issuer. Accordingly, the gift-card 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

the gift-card issuer and the Company are settled on a net basis monthly. Revenues recognized under the program totaled \$0.5 million, \$0.3 million, and \$0.8 million for the period from June 10, 2024 to December 29, 2024 (Successor), the period from January 1, 2024 to June 9, 2024 (Predecessor) and fiscal year ended December 31, 2023 (Predecessor), respectively. Such amounts have been presented as a component of Other revenues in the accompanying consolidated statements of operations.

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 \$1.8 million, \$1.4 million, and \$2.8 million for the period from June 10, 2024 to December 29, 2024 (Successor), the period from January 1, 2024 to June 9, 2024 (Predecessor) and fiscal year ended December 31, 2023 (Predecessor), respectively. Such amounts have been presented as a component of Other revenues in the accompanying consolidated statements of operations.

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

| (in millions)        | Successor                             | Predecessor                        |                                        |
|----------------------|---------------------------------------|------------------------------------|----------------------------------------|
|                      | June 10, 2024 to<br>December 29, 2024 | January 1, 2024 to<br>June 9, 2024 | Fiscal Year Ended<br>December 31, 2023 |
| Royalty revenue..... | \$ 46.2                               | \$ 38.6                            | \$ 74.9                                |
| Franchise fees.....  | 1.3                                   | 0.9                                | 1.7                                    |
|                      | <u>\$ 47.5</u>                        | <u>\$ 39.5</u>                     | <u>\$ 76.6</u>                         |

Changes in deferred franchise fees were as follows:

| (in millions)                                       | Successor                             | Predecessor                        |                                        |
|-----------------------------------------------------|---------------------------------------|------------------------------------|----------------------------------------|
|                                                     | June 10, 2024 to<br>December 29, 2024 | January 1, 2024 to<br>June 9, 2024 | Fiscal Year Ended<br>December 31, 2023 |
| Deferred franchise fees at beginning of period..... | \$ 29.2                               | \$ 26.9                            | \$ 21.6                                |
| Cash received.....                                  | 4.1                                   | 3.2                                | 7.0                                    |
| Franchise fees recognized.....                      | (1.3)                                 | (0.9)                              | (1.7)                                  |
| Deferred franchise fees at end of period.....       | <u>\$ 32.0</u>                        | <u>\$ 29.2</u>                     | <u>\$ 26.9</u>                         |

Approximately \$17.8 million and \$15.5 million of deferred franchise fees as of December 29, 2024 (Successor) and December 31, 2023 (Predecessor), 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 12.0 years and 12.1 years, respectively, as of December 29, 2024 (Successor) and December 31, 2023 (Predecessor).

The Company did not have any customers that represented more than 10% of total revenues the period from June 10, 2024 to December 29, 2024 (Successor), the period from January 1, 2024 to June 9, 2024 (Predecessor) and fiscal year ended December 31, 2023 (Predecessor), respectively.

### ***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, the Company earns revenue 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 supply chain revenue 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 presented as a component of Supply chain revenue in the accompanying consolidated statements of operations. Supply chain revenue was \$17.9 million, \$15.3 million, and \$24.0 million for the period from June 10, 2024 to December 29, 2024 (Successor), the period from January 1, 2024 to June 9, 2024 (Predecessor) and the fiscal year ended December 31, 2023 (Predecessor), 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 up to 5% of net sales to the national advertising funds and up to 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. As of December 29, 2024 (Successor), the local advertising cooperatives merged with the national advertising fund.

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, which are largely offsetting and therefore do not materially impact on the Company's reported consolidated statements of operations. Compensation expense and other administrative costs incurred by the advertising funds of \$5.3 million, \$4.8 million, and \$10.9 million for the period from June 10, 2024 to December 29, 2024 (Successor), the period from January 1, 2024 to June 9, 2024 (Predecessor), and fiscal year ended December 31, 2023 (Predecessor), respectively. Such amounts have been presented as a component of Selling, general and administrative expenses in the accompanying consolidated statements of operations.

### ***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 statements of operations 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.

#### **Successor**

The fair value of the stock awards is determined on the grant date using the lattice model. Expected volatility is based on the average historical volatility of similarly structured restaurant companies. The expected term of the options granted represents the period of time that the options are expected to be outstanding. The 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.

#### **Predecessor**

The fair value of the stock awards was 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 was 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 were expected to be outstanding. The Company used the simplified method to

estimate the expected term of the options. The risk-free rate was 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 operation.

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 for the period from June 10, 2024 to December 29, 2024 (Successor), the period from January 1, 2024 to June 9, 2024 (Predecessor), and fiscal year ended December 31, 2023 (Predecessor). Interest and penalties, when incurred, are recognized as a component of Other operating expenses, net in the accompanying consolidated statements of operations.

### ***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 4.8 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 Right-of-use operating lease assets, net, Current portion of operating lease liabilities and Operating lease liabilities, net of current portion in the accompanying consolidated balance sheets. As of December 29, 2024 (Successor) and December 31, 2023 (Predecessor), 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).

The Company leases office and restaurant space under non-cancellable agreements accounted for as operating leases. The leases generally require the Company to pay taxes, maintenance, and insurance. No new ROU assets were obtained in exchange for operating lease liabilities for the period from June 10, 2024 to December 29, 2024 (Successor), the period from January 1, 2024 to June 9, 2024 (Predecessor) and fiscal year ended December 31, 2023 (Predecessor), respectively.

For the period from June 10, 2024 to December 29, 2024 (Successor), the period from January 1, 2024 to June 9, 2024 (Predecessor) and fiscal year ended December 31, 2023 (Predecessor), the Company paid \$0.4 million, \$0.4 million, and \$0.8 million, respectively, for amounts included in the measurement of operating lease liabilities.

### ***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 November 2024, the Financial Accounting Standards Board (the "FASB") issued ASU 2024-03, Income Statement – Reporting Comprehensive Income – Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expense, which requires, for each relevant expense caption on the income statement, detailed disclosure amounts for purchases of inventory, employee compensation, depreciation, and intangible asset amortization. The amendment is effective for fiscal years beginning after December 15, 2026, with early adoption permitted, and can be applied either prospectively or retrospectively. We are evaluating the impact of adopting this ASU on our disclosures.

## **3. Business Combination**

On June 10, 2024, the Buyer purchased the Company for a total consideration of \$1,234.5 million, inclusive of cash consideration of \$1,218.2 million and contingent consideration of \$16.3 million. The purchase was funded by an equity contribution from Peach Aggregator, L.P, an affiliate of Blackstone Inc. The purchase price was allocated to the underlying assets and liabilities based upon their respective fair values.

The preliminary allocation of the purchase price was based on estimates of the fair value of assets acquired and liabilities assumed as of the acquisition date, and certain income tax balances and the related contingent consideration liability remain subject to possible adjustment as additional information is obtained. The Company may further revise the preliminary allocation of the purchase price during the remainder of the measurement period, which will not exceed twelve months from the closing of the acquisition, and such revisions may be material. The excess purchase price over the fair value of net assets acquired resulted in preliminary goodwill of \$543.6 million. The resulting goodwill was due to a number of reasons,

including, but not limited to, market positioning and customer base. The Company expects \$192.1 million of goodwill to be deductible for income tax purposes.

The Company estimated the fair value of the assets and liabilities acquired in accordance with ASC Topic 820, Fair Value Measurements and Disclosures. The fair value of intangible asset consists of \$1,150.0 million indefinite-intangible asset of trade name and \$315.0 million definite-intangible assets of franchise agreements with 20-year amortization period. The fair value of indefinite-intangible asset was estimated by applying the relief from royalty method based on assumptions regarding projected royalty based on assumptions regarding projected royalty stream, net of tax impacts and adjusted for present value considerations. The fair value of definite-intangible assets were estimated by applying the royalty rate to projected revenue, net of tax impacts and adjusted for present value considerations. The Company estimated the fair value of acquired property and equipment using a combination of cost and market approaches.

The following table presents the allocation of the preliminary purchase price to the assets acquired and liabilities assumed:

| <b>(in millions)</b>                                     |                       |
|----------------------------------------------------------|-----------------------|
| <b>Assets acquired:</b>                                  |                       |
| Cash and restricted cash.....                            | \$ 19.7               |
| Accounts receivable.....                                 | 12.8                  |
| Prepaid expenses and other current assets.....           | 3.2                   |
| Property and equipment.....                              | 2.8                   |
| Right-of-use operating lease assets .....                | 3.6                   |
| Intangible assets.....                                   | 1,465.0               |
| Other non-current assets.....                            | 0.7                   |
| Total assets acquired.....                               | <u>\$ 1,507.8</u>     |
| <b>Liabilities assumed:</b>                              |                       |
| Current portion of long-term debt.....                   | 1.6                   |
| Accounts payable and accrued expenses.....               | 17.9                  |
| Current portion of operating lease liabilities.....      | 0.6                   |
| Advertising fund liabilities.....                        | 1.6                   |
| Other current liabilities.....                           | 8.4                   |
| Long-term debt, net of current portion.....              | 510.7                 |
| Operating lease liabilities, net of current portion..... | 3.2                   |
| Deferred franchise fees, net of current portion.....     | 28.1                  |
| Deferred tax liabilities, net.....                       | 246.8                 |
| Other non-current liabilities.....                       | 14.3                  |
| Total liabilities assumed.....                           | <u>833.2</u>          |
| <b>Total identifiable net assets</b> .....               | <u>674.6</u>          |
| Goodwill.....                                            | 543.6                 |
| <b>Net assets acquired</b> .....                         | <u><u>1,218.2</u></u> |

The business combination includes a contingent consideration arrangement that requires additional consideration to be paid by the Company to the Sellers based on the tax benefit derived from the seller transaction costs and any tax assets that existed prior to the acquisition date (as defined in the Stock Purchase Agreement) over the next 5-year period. The preliminary fair value of the contingent consideration recognized on the acquisition date, taking into account the range of outcomes, was \$16.3 million, of which \$2.8 million of current portion was recorded in Accounts payable and accrued expenses and \$13.5 million of non-current portion was recorded in Other non-current liabilities in the accompanying consolidated financial statements. The fair value measurement is based on significant Level 3 inputs not observable in the market. Key assumptions include (1) a discount rate of 12.0%, and (2) the Company's projected taxable income over the next 5-year period. As of December 29, 2024 (Successor), change in fair value of contingent consideration of \$1.1 million is recorded as a component of Other operating expenses, net in the accompanying consolidated statements of operations.

Under the Company's accounting policy, acquisition-related or transaction costs are costs incurred to affect the business combination and such costs include finder's fees, advisory, legal, accounting, valuation, and other professional or consulting fees directly associated with the transaction. The Company incurred \$21.2 million of acquisition related expenses for the period from January 1, 2024 to June 9, 2024 (Predecessor), of which \$18.1 million was contingent upon the change

in control of the Company. The Company has elected to exclude these expenses from the Predecessor period of January 1, 2024 to June 9, 2024 of the accompanying consolidated statements of operations. The remaining transaction costs of \$3.1 million and transaction related bonuses and other fees of \$24.3 million are recorded in the period from January 1, 2024 to June 9, 2024 (Predecessor) as a component of Other operating expense, net in the accompanying consolidated statements of operations.

#### 4. Accounts Receivable, net

Accounts receivable, net consist of the following:

| (in millions)                                                | Successor         | Predecessor       |
|--------------------------------------------------------------|-------------------|-------------------|
|                                                              | December 29, 2024 | December 31, 2023 |
| Supply chain revenue receivable.....                         | \$ 3.8            | \$ 3.5            |
| Royalties and advertising fees receivable.....               | 4.3               | 1.9               |
| Franchise fees receivable.....                               | 0.2               | 0.1               |
| Other accounts receivables, net.....                         | 2.1               | 0.8               |
| Allowance for credit losses.....                             | (0.1)             | -                 |
| Accounts receivable, net of allowance for credit losses..... | <u>\$ 10.3</u>    | <u>\$ 6.3</u>     |

#### 5. Property and Equipment, net

Property and equipment, net consist of the following:

| (in millions)                               | Successor         | Predecessor       |
|---------------------------------------------|-------------------|-------------------|
|                                             | December 29, 2024 | December 31, 2023 |
| Leasehold improvements.....                 | \$ 1.0            | \$ 1.7            |
| Computers and software.....                 | 1.9               | 2.3               |
| Machinery, equipment, and other assets..... | 0.1               | 0.2               |
| Property and equipment.....                 | 3.0               | 4.2               |
| Less: Accumulated depreciation.....         | (0.4)             | (1.6)             |
| Property and equipment, net.....            | <u>\$ 2.6</u>     | <u>\$ 2.6</u>     |

Depreciation expense for the period from June 10, 2024 to December 29, 2024 (Successor), the period from January 1, 2024 to June 9, 2024 (Predecessor) and fiscal year ended December 31, 2023 (Predecessor) totaled \$0.4 million, \$0.3 million, and \$0.7 million, respectively.

#### 6. Intangible Assets, net

Intangible assets, net consist of the following:

| (in millions)                                    | Successor         | Predecessor       |
|--------------------------------------------------|-------------------|-------------------|
|                                                  | December 29, 2024 | December 31, 2023 |
| <b>Indefinite-lived intangible assets:</b>       |                   |                   |
| Trademarks and trade names.....                  | \$ 1,150.0        | \$ 231.7          |
| <b>Definite-lived intangible assets:</b>         |                   |                   |
| Franchise agreements.....                        | 315.0             | 138.3             |
| Program materials.....                           | -                 | 1.4               |
| Re-acquired franchise rights.....                | -                 | 14.3              |
| Accumulated amortization.....                    | (8.7)             | (36.1)            |
| Total definite-lived intangible assets, net..... | 306.3             | 117.9             |
| Total intangible assets, net.....                | <u>\$ 1,456.3</u> | <u>\$ 349.6</u>   |

Amortization expense related to intangible assets was \$8.7 million, \$5.1 million, and \$11.9 million for the period from June 10, 2024 to December 29, 2024 (Successor), the period from January 1, 2024 to June 9, 2024 (Predecessor), and fiscal year ended December 31, 2023 (Predecessor), respectively. Estimated future amortization expense related to intangible assets is as follows on December 29, 2024 (Successor):

|                 |                 |
|-----------------|-----------------|
| 2025.....       | \$ 15.8         |
| 2026.....       | 15.8            |
| 2027.....       | 15.8            |
| 2028.....       | 16.1            |
| 2029.....       | 15.8            |
| Thereafter..... | 227.0           |
|                 | <u>\$ 306.3</u> |

## 7. Other Current Liabilities

Other current liabilities consist of the following:

| (in millions)                                   | Successor         | Predecessor       |
|-------------------------------------------------|-------------------|-------------------|
|                                                 | December 29, 2024 | December 31, 2023 |
| Accrued payroll and incentive compensation..... | \$ 6.5            | \$ 3.9            |
| Accrued interest expense.....                   | 4.0               | 5.8               |
| Current portion deferred franchise fees.....    | 1.3               | 1.0               |
| Gift card liability.....                        | 1.1               | 1.0               |
| Other.....                                      | 0.5               | 0.5               |
| Total other current liabilities.....            | <u>\$ 13.4</u>    | <u>\$ 12.2</u>    |

## 8. Debt

Current portion of debt and long-term debt consist of the following:

| (in millions)                                                          | Successor         | Predecessor       |
|------------------------------------------------------------------------|-------------------|-------------------|
|                                                                        | December 29, 2024 | December 31, 2023 |
| Series 2024-1 Senior secured notes, Class A-2 (6.291% fixed rate)..... | \$ 570.0          | \$ -              |
| Revolving line of credit due September 2026 (variable rates).....      | -                 | 103.9             |
| 2021 Term Loan due September 2026 (variable rates).....                | -                 | 48.2              |
| 2022 Term Loan due September 2026 (variable rates).....                | -                 | 206.0             |
| 2023 Term Loan due September 2026 (variable rates).....                | -                 | 159.3             |
| Less: Deferred loan costs.....                                         | (12.3)            | (6.5)             |
| Total debt, net of deferred loan costs.....                            | 557.7             | 510.9             |
| Less: Debt payable within a year.....                                  | (5.7)             | (1.6)             |
| Long-term debt.....                                                    | <u>\$ 552.0</u>   | <u>\$ 509.3</u>   |

### Successor

On September 6, 2024, the Issuer entered into a base indenture and a related supplemental indenture (collectively, the "Indenture") under which the Issuer issued \$570.0 million Series 2024-1, 6.291% Fixed Rate Senior Secured Notes, Class A-2 (the "Series 2024-1 Class A-2 Notes" or the "Senior Secured Notes") with an anticipated term of 7 years. TSC SPV Funding, LLC also entered into a revolving financing facility that allows for the issuance of up to \$40.0 million in Series 2024-1 Variable Funding Senior Secured Notes, Class A-1 (the "Variable Funding Notes"), as well as a liquidity reserve commitment with Barclays Bank PLC (the "Liquidity Reserve Lender") that allows TSC SPV Funding, LLC to borrow amounts on a delayed draw basis from the Liquidity Reserve Lender of up to \$9.8 million in Series 2024-1 Liquidity Reserve Senior Secured Notes (the "Liquidity Reserve Notes" and, collectively with the Variable Funding Notes and the Series 2024-1 Class A-2 Notes, the "Series 2024-1 Senior Notes"). Subsequent to September 6, 2024, TSC SPV Funding, LLC entered

into a \$9.1 million Letter of Credit pursuant to which the undrawn amount of the Variable Funding Notes was reduced to approximately \$30.9 million.

The Series 2024-1 Senior Notes were issued in the Securitization, pursuant to which TSC SPV Funding, LLC along with TSC SPV Guarantor, LLC and TSC Franchisor, LLC, which are both limited purpose, bankruptcy remote, wholly-owned subsidiaries of the Company, act as guarantors (the "Guarantors") and have pledged substantially all of their domestic revenue generating assets (consisting principally of franchise-related agreements, intellectual property and license agreements for the use of intellectual property) to secure the Series 2024-1 Senior Notes. In connection therewith, TSC Franchisor, LLC has guaranteed the obligations of TSC SPV Funding, LLC under the Indenture, and the Series 2024-1 Senior Notes, and pledged substantially all of its assets to secure such obligations.

The legal final maturity date of the Series 2024-1 Class A-2 Notes is in August 2054, but it is anticipated that, unless earlier prepaid to the extent permitted under the Indenture, the Series 2024-1 Class A-2 Notes will be repaid in August 2031 (the "Series 2024-1 Class A-2 Anticipated Repayment Date"). The Variable Funding Notes, if issued, may be renewed in August 2029 until August 2030, and renewed again until August 2031, subject to the satisfaction of certain conditions. The Variable Funding Notes accrue interest at a variable interest rate based on (i) the prime rate, (ii) overnight federal funds rates, (iii) the secured overnight financing rate for U.S. Dollars or (iv) with respect to advances made by conduit investors, the weighted average cost of, or related to, the issuance of commercial paper allocated to fund or maintain such advances, in each case plus any applicable margin and as specified in the Variable Funding Notes agreement. The Liquidity Reserve Notes accrue interest at a variable interest rate based on the prime rate. In addition, there is a commitment fee of 0.50% on the unused portion of the Variable Funding Notes and on the unused portion of the Liquidity Reserve Notes.

The Series 2024-1 Senior Notes are subject to a series of covenants and restrictions customary for transactions of this type, including (i) that the Issuer maintains specified reserve accounts to be used to make required payments in respect of the Series 2024-1 Senior Notes, (ii) provisions relating to optional and mandatory prepayments, including specified make-whole payments in the case of the Series 2024-1 Senior Notes under certain circumstances, (iii) certain indemnification payments in the event, among other things, the assets pledged as collateral for the Series 2024-1 Senior Notes are in stated ways defective or ineffective, and (iv) covenants relating to recordkeeping, access to information and similar matters. The Series 2024-1 Senior Notes are also subject to customary rapid amortization events provided for in the Indenture, including events tied to failure to maintain a minimum ratio of net cash flows to debt service, failure to maintain an aggregate level of Tropical Smoothie Café systemwide sales on certain measurement dates, certain Manager termination events, an event of default, and the failure to repay or refinance the Series 2024-1 Senior Notes on the applicable scheduled maturity date. The Series 2024-1 Senior Notes are also subject to certain customary events of default, including events relating to non-payment of required interest, principal, or other amounts due on or with respect to the Series 2024-1 Senior Notes, failure to comply with covenants within certain time frames, certain bankruptcy events, breaches of specified representations and warranties, failure of security interests to be effective, and certain judgments.

The Company has been in compliance with all covenants or restrictions as of December 29, 2024 and for the period from September 6, 2024 to December 29, 2024.

The Securitization Entities have entered into a management agreement with Tropical Smoothie Café, LLC, a wholly-owned subsidiary of the Company, and the indenture trustee (the "Management Agreement"), whereby Tropical Smoothie Café, LLC will act as the manager of the development and franchising on behalf of the Securitization Entities. The primary responsibilities of Tropical Smoothie Café, LLC under the Management Agreement will be to administer collections and otherwise manage the pledged assets on behalf of the Securitization Entities, and to perform certain franchising, marketing, intellectual property, operational and reporting services on behalf of the Securitization Entities.

The Company's repayment on principal begins from February 20, 2025. The outstanding Senior Secured Notes at December 29, 2024, totaled \$570.0 million under the Indenture. The Senior Secured Notes under the Indenture are presented in the consolidated balance sheet, net of \$12.3 million in unamortized debt issuance costs.

Aggregate future principal payments on the term loans are as follows as of December 29, 2024:

| Fiscal Year     | (in millions)   |
|-----------------|-----------------|
| 2025.....       | \$ 5.7          |
| 2026.....       | 5.7             |
| 2027.....       | 5.7             |
| 2028.....       | 5.7             |
| 2029.....       | 5.7             |
| thereafter..... | 541.5           |
| Total.....      | <u>\$ 570.0</u> |

#### Predecessor

On September 4, 2020, the Company entered into an agreement with a financial institution in an aggregate amount of \$160.0 million, consisting of \$150.0 million in a term loan (2020 Term Loan) and \$10.0 million 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 Café, LLC.

Commencing on December 31, 2020, and on the last day of each calendar quarter thereafter, the Company had to repay the 2020 term loan in quarterly installments in the amount of \$0.4 million. All outstanding principal and unpaid interest are due at maturity. Unapproved prepayments of term loan principal amounts were subject to a premium of principal payment plus 1.0% for payments through March 4, 2022. The Company made \$1.4 million and \$13.6 million of prepayments of the 2020 term loan principal for the period from January 1, 2024 to June 9, 2024 (Predecessor) and the fiscal year ended December 31, 2023 (Predecessor), respectively, which reduced the future mandatory principal payments.

In April 2021, the Company amended its Credit Agreement to borrow an additional \$59.5 million 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 repayments of \$0.1 million 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 \$0.6 million and \$4.1 million of repayments of the 2021 term loan for the period from January 1, 2024 to June 9, 2024 (Predecessor) and the fiscal year ended December 31, 2023 (Predecessor), respectively, which reduced the future mandatory principal payments.

In May 2022, the Company amended its Credit Agreement to borrow an additional \$213.5 million 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 \$2.7 million and \$7.0 million of repayments of the 2022 term loan principal for the period from January 1, 2024 to June 9, 2024 (Predecessor) and the fiscal year ended December 31, 2023 (Predecessor), respectively, the fiscal year ended December 31, 2023 (Predecessor), which reduced the future mandatory principal payments.

In December 2023, the Company amended its Credit Agreement to borrow an additional \$159.3 million 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 \$0.4 million 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 Company made \$0.4 million of repayments each of the 2022 term loan principal for the period from June 10, 2024 to September 6, 2024 (Successor) and the period from January 1, 2024 to June 9, 2024 (Predecessor), respectively, the fiscal year ended December 31, 2023 (Predecessor), which reduced the future mandatory principal payments.

The Company's unamortized deferred loan costs of \$5.4 million was derecognized in connection with the acquisition on June 9, 2024 and all of the outstanding term loan balances (inclusive of accrued interest) of \$512.3 million were fully repaid in connection with the Securitization on September 6, 2024.

## 9. Income Taxes

Income tax expense (benefit) consist of the following:

| (in millions)                     | Successor                             |                 |                 | Predecessor                        |                  |                  |                                        |               |               |
|-----------------------------------|---------------------------------------|-----------------|-----------------|------------------------------------|------------------|------------------|----------------------------------------|---------------|---------------|
|                                   | June 10, 2024 to<br>December 29, 2024 |                 |                 | January 1, 2024 to<br>June 9, 2024 |                  |                  | Fiscal Year ended<br>December 31, 2023 |               |               |
|                                   | Current                               | Deferred        | Total           | Current                            | Deferred         | Total            | Current                                | Deferred      | Total         |
| Federal.....                      | \$ 0.5                                | \$ (0.9)        | \$ (0.4)        | \$ -                               | \$ (14.2)        | \$ (14.2)        | \$ 1.6                                 | \$ 7.2        | \$ 8.8        |
| State.....                        | -                                     | (0.2)           | (0.2)           | -                                  | (3.8)            | (3.8)            | 0.2                                    | 0.9           | 1.1           |
| Income tax expense (benefit)..... | <u>\$ 0.5</u>                         | <u>\$ (1.1)</u> | <u>\$ (0.6)</u> | <u>\$ -</u>                        | <u>\$ (18.0)</u> | <u>\$ (18.0)</u> | <u>\$ 1.8</u>                          | <u>\$ 8.1</u> | <u>\$ 9.9</u> |

A reconciliation of income tax at the U.S. federal statutory tax rate (using a statutory tax rate of 21%) to income tax expense (benefit) for the period from June 10, 2024 to December 29, 2024 (Successor), the period from January 1, 2024 to June 9, 2024 (Predecessor), and fiscal year ended December 31, 2023 (Predecessor), respectively, is as follows:

| (in millions)                                                | Successor                             |             | Predecessor                        |            |                                        |             |
|--------------------------------------------------------------|---------------------------------------|-------------|------------------------------------|------------|----------------------------------------|-------------|
|                                                              | June 10, 2024 to<br>December 29, 2024 |             | January 1, 2024 to<br>June 9, 2024 |            | Fiscal Year ended<br>December 31, 2023 |             |
|                                                              | Amount                                | %           | Amount                             | %          | Amount                                 | %           |
| Income (loss) before income taxes.....                       | \$ 4.5                                |             | \$ (23.1)                          |            | \$ 5.9                                 |             |
| Reconciliation of the effective tax rate:.....               |                                       |             |                                    |            |                                        |             |
| Expected income tax expense (benefit) at statutory rate..... | 0.9                                   | 21%         | (4.9)                              | 21%        | 1.2                                    | 21%         |
| State tax expense, net of federal tax.....                   | (0.1)                                 | -3%         | (3.3)                              | 14%        | 0.1                                    | 2%          |
| Change in valuation allowance (a).....                       | -                                     | 0%          | 4.7                                | -20%       | 8.5                                    | 144%        |
| Excess tax benefits from stock compensation.....             | -                                     | 0%          | (12.3)                             | 53%        | -                                      | 0%          |
| Transaction costs.....                                       | (1.4)                                 | -31%        | (2.4)                              | 10%        | -                                      | 0%          |
| Other, net.....                                              | -                                     | 0%          | 0.2                                | -1%        | 0.1                                    | 1%          |
| Income tax expense (benefit).....                            | <u>\$ (0.6)</u>                       | <u>-14%</u> | <u>\$ (18.0)</u>                   | <u>78%</u> | <u>\$ 9.9</u>                          | <u>168%</u> |

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

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

| (in millions)                            | Successor         | Predecessor       |
|------------------------------------------|-------------------|-------------------|
|                                          | December 29, 2024 | December 31, 2023 |
| Deferred tax assets:                     |                   |                   |
| Net operating loss carryforwards.....    | \$ 19.7           | \$ 1.2            |
| Operating lease liabilities.....         | 0.9               | 1.0               |
| Accrued expenses.....                    | 1.0               | 0.7               |
| Deferred revenue.....                    | 5.5               | 3.7               |
| Stock compensation.....                  | 0.3               | 4.2               |
| Excess interest deductions.....          | 24.4              | 14.5              |
| Other.....                               | 0.6               | -                 |
| Less: Valuation allowances.....          | -                 | (8.5)             |
|                                          | <u>52.4</u>       | <u>16.8</u>       |
| Deferred tax liabilities:                |                   |                   |
| Intangible assets, net.....              | (296.3)           | (27.5)            |
| Operating lease right-of-use assets..... | (0.8)             | (0.9)             |
| Property and equipment, net.....         | (0.3)             | (0.3)             |
| Prepaid expenses.....                    | (0.7)             | (1.4)             |
| Other.....                               | -                 | (0.1)             |
|                                          | <u>(298.1)</u>    | <u>(30.2)</u>     |
|                                          | <u>\$ (245.7)</u> | <u>\$ (13.4)</u>  |

As of December 29, 2024 (Successor), the Company had \$71.6 million of federal net operating loss carryforwards (NOLs), which may be used to offset up to 80% of the federal taxable income annually under the current law. Further, as of December 29, 2024 (Successor) and December 31, 2023 (Predecessor), the Company had \$98.2 million and \$20.8 million 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. NOLs are recorded as a component of Deferred tax liabilities, net in the accompanying consolidated balance sheets.

The Company recorded \$4.7 million and \$8.5 million of valuation allowance for the period from January 1, 2024 to June 9, 2024 (Predecessor), and for the fiscal year ended December 31, 2023 (Predecessor), respectively. The Company recorded no valuation allowance as of December 29, 2024 (Successor).

As of December 29, 2024, the 2021 through 2024 tax returns generally remain subject to examination by federal and various state tax authorities. Tax attributes, such as NOLs, arising in periods prior to 2021 may also be subject to examination.

The Company had no unrecognized tax benefits as of December 29, 2024 (Successor) and December 31, 2023 (Predecessor).

## 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 29, 2024 (Successor) and December 31, 2023 (Predecessor). 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.

For the period from June 10, 2024 to December 29, 2024 (Successor), the Company received cash contribution of \$15.0 million from the Parent Company.

For the period from June 10, 2024 to December 29, 2024 (Successor) and the fiscal year ended December 31, 2023 (Predecessor), the Company made cash dividends to shareholders of \$64.0 million and \$157.4 million, respectively. The Company repurchased shares from shareholders of \$4.1 million and \$0.3 million for the period from June 10, 2024 to December 29, 2024 (Successor) and the fiscal year ended December 31, 2023 (Predecessor), respectively. There were no cash dividends or share repurchases for the period from January 1, 2024 to June 9, 2024 (Predecessor).

## 12. Other Operating Expenses, net

Other operating expenses, net consists of the following:

| (in millions)                                                   | Successor                             | Predecessor                        |                                        |
|-----------------------------------------------------------------|---------------------------------------|------------------------------------|----------------------------------------|
|                                                                 | June 10, 2024 to<br>December 29, 2024 | January 1, 2024 to<br>June 9, 2024 | Fiscal Year Ended<br>December 31, 2023 |
| Integration, business combination and transaction expenses..... | \$ 3.4                                | \$ 27.4                            | \$ 0.3                                 |
| Equity-based compensation.....                                  | 1.4                                   | 1.7                                | 6.4                                    |
| Change in fair value of contingent consideration.....           | 1.1                                   | -                                  | -                                      |
| Severance payments - Executive.....                             | 0.9                                   | -                                  | -                                      |
| Strategic transition costs.....                                 | 0.3                                   | 0.2                                | 1.1                                    |
| Management fees.....                                            | 0.2                                   | 0.5                                | 1.3                                    |
| Refinancing costs and control party fees.....                   | 0.2                                   | -                                  | 0.2                                    |
| Technology implementation expenses.....                         | 0.2                                   | 0.1                                | 0.3                                    |
| <b>Total other operating expense, net.....</b>                  | <b>\$ 7.7</b>                         | <b>\$ 29.9</b>                     | <b>\$ 9.6</b>                          |

## 13. Equity-Based Compensation

### Successor

For the period from June 10, 2024 to December 29, 2024 (Successor), Peach Management Aggregator, LLC ("Aggregator") issued profit interest units in the form of Class B Units ("Incentive Units") to certain employees of Tropical Smoothie Cafe, LLC and board members of Peach TopCo GP, LLC pursuant to an Incentive Unit Subscription Agreement(s). One third of the Incentive Units granted vest proportionately each year following the date of grant over a 5-year period based on continued service through each applicable vesting date ("Time-Vesting Units"). The remaining two thirds of the Incentive Units granted vest based on Blackstone Inc. and its affiliates' satisfaction of certain multiples of cumulative invested capital and annual internal rates of return in connection with the Transaction ("Performance-Vesting Units"). The Incentive Units were granted by Aggregator, a parent company of Peach MidCo LLC. Aggregator holds interests in Peach MidCo LLC corresponding to the number of Incentive Units granted. The Incentive Units were granted in connection with the Transaction. As of December 29, 2024, the Company has determined that the vesting conditions associated with the Performance-Vesting Units are not probable of being achieved, and therefore has not recognized any expense. The Company will continue to evaluate the probability of such vesting conditions being achieved at each subsequent reporting period. Once the

Performance-Vesting Units are deemed probable of vesting the Company will record compensation expense for the vested portion equal to the grant date fair value.

The Company recognized compensation expense of \$1.4 million related to the Time-Vesting Units, which were classified as equity awards given that the employees will be exposed to the risks and rewards of equity ownership.

The table below presents the number of Class B Units outstanding, fair value at issuance, and fair value of vested units outstanding as of December 29, 2024 (Successor):

|                          | <b>Units Outstanding<br/>(in thousands)</b> | <b>Fair Value</b> | <b>Units Vested<br/>(in thousands)</b> | <b>Fair Value of<br/>Vested Units<br/>(in millions)</b> |
|--------------------------|---------------------------------------------|-------------------|----------------------------------------|---------------------------------------------------------|
| Time-vesting.....        | 24,571                                      | \$ 8.49           | 2,143                                  | \$ 0.7                                                  |
| Performance-vesting..... | 49,143                                      | \$ 12.11          | -                                      | \$ -                                                    |

Assumptions for grants issued in the period from June 10, 2024 to December 29, 2024 (Successor) is as follows:

|                                  | <b>Successor</b>                              |
|----------------------------------|-----------------------------------------------|
|                                  | <b>June 10, 2024 to<br/>December 29, 2024</b> |
| Risk-free interest rate.....     | 4.30 %                                        |
| Volatility factor (average)..... | 50 %                                          |
| Dividend yield.....              | 0 %                                           |
| Expected life (years).....       | 5 years                                       |

#### Predecessor

On November 4, 2020, TSC Parent, L.P., the parent company of TSC Intermediate, Inc. (Predecessor), established an incentive compensation plan (the Unit Option Agreement or the Agreement). The Unit Option Agreement provided for the grant of options to certain employees of the Company. There were 600,000 Class B Common Unit options authorized for issuance under the Agreement. Class B Common Units participated in the profits and distributions of the TSC Parent, L.P., but had no voting rights. The options vested based on a combination of service, performance and market conditions. The time-based options vested in equal annual tranches over 5 years; the performance-based options vested based on annual performance targets over 5 years; and the market-based options were contingent on the occurrence of a liquidity event. In connection with the acquisition by Buyer the Unit Option Agreement was modified and all outstanding options were vested and all options were exercised as part of the change of control.

Assumptions for grants issued in the period from January 1, 2024 to June 9, 2024 (Predecessor) and the fiscal year ended December 31, 2023 (Predecessor) are as follows:

|                                  | <b>Predecessor</b>                         |                                                |
|----------------------------------|--------------------------------------------|------------------------------------------------|
|                                  | <b>January 1, 2024 to<br/>June 9, 2024</b> | <b>Fiscal Year Ended<br/>December 31, 2023</b> |
| Risk-free interest rate.....     | n/a                                        | 3.67 %                                         |
| Volatility factor (average)..... | n/a                                        | 44 %                                           |
| Dividend yield.....              | n/a                                        | 0 %                                            |
| Expected life (years).....       | n/a                                        | 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 period from January 1, 2024 to June 9, 2024 (Predecessor) and fiscal year ended December 31, 2023 (Predecessor), respectively:

|                                              | <b>Number of Options<br/>(in thousands)</b> | <b>Weighted Average<br/>Exercise Price</b> |
|----------------------------------------------|---------------------------------------------|--------------------------------------------|
| Outstanding, December 25, 2022 (Predecessor) | 503                                         | \$ 126.34                                  |
| Granted.....                                 | 4                                           | 235.40                                     |
| Exercised.....                               | (1)                                         | 100.00                                     |
| Forfeited/canceled.....                      | (21)                                        | 139.55                                     |
| Outstanding, December 31, 2023 (Predecessor) | 485                                         | 126.72                                     |
| Granted.....                                 | -                                           | -                                          |
| Exercised.....                               | -                                           | -                                          |
| Forfeited/canceled.....                      | (485)                                       | 126.72                                     |
| Outstanding, June 9, 2024 (Predecessor)      | -                                           | \$ -                                       |

  

|                                                                 | <b>Number of Options<br/>(in thousands)</b> | <b>Grant Date<br/>Fair Value</b> |
|-----------------------------------------------------------------|---------------------------------------------|----------------------------------|
| Nonvested options, outstanding, December 25, 2022 (Predecessor) | 428                                         | \$ 53.38                         |
| Granted.....                                                    | 4                                           | 115.20                           |
| Vested.....                                                     | (83)                                        | 55.34                            |
| Forfeited/canceled.....                                         | (21)                                        | 72.92                            |
| Nonvested options, outstanding, December 31, 2023 (Predecessor) | 328                                         | 52.31                            |
| Granted.....                                                    | -                                           | -                                |
| Vested.....                                                     | -                                           | -                                |
| Forfeited/canceled.....                                         | (328)                                       | 52.31                            |
| Nonvested options, outstanding, June 9, 2024 (Predecessor)      | -                                           | \$ -                             |

The total fair value of options granted for the fiscal year ended December 31, 2023 (Predecessor) was \$0.4 million. The Company recorded equity-based compensation expense of \$1.7 million and \$6.4 million related to the granted options for the period from January 1, 2024 to June 9, 2024 (Predecessor) and fiscal year ended December 31, 2023 (Predecessor), respectively. As of December 31, 2023 (Predecessor), there was \$6.4 million of total unrecognized compensation costs related to such options, and the costs were expected to be recognized over a weighted average period of 2 years. At December 31, 2023 (Predecessor), there were 158 vested options pursuant to the Company's compensation arrangement. Options outstanding at December 31, 2023 (Predecessor) had 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 period from January 1, 2024 to June 9, 2024 (Predecessor), the Company recognized excess tax benefits related to the settlement of stock-based awards of \$12.3 million. The Company did not recognize any excess tax benefits related to the exercise of stock-based awards for the period from June 10, 2024 to December 29, 2024 (Successor) and the excess tax benefits related to the exercise of stock-based awards for the fiscal year ended 2023 (Predecessor) was not material.

#### **14. Related Party Transactions**

The Company paid \$0.2 million of management fee to board members of Peach TopCo GP, LLC for the period from June 10, 2024 to December 29, 2024 (Successor), and, \$0.5 million and \$1.3 million to the former parent of the Seller, who is no longer the Company's related party upon acquisition, for the period from January 1, 2024 to June 9, 2024 (Predecessor), and fiscal year ended December 31, 2023 (Predecessor), respectively. Such amounts have been presented as a component of Other operating expenses, net in the accompanying consolidated statement of operations. There were no other related party transactions for the period from June 10, 2024 to December 29, 2024 (Successor), the period from January 1, 2024 to June 9, 2024 (Predecessor), and fiscal year ended December 31, 2023 (Predecessor), respectively.

#### *Underwriting of the Senior Secured Notes*

Blackstone Securities Partners L.P., an affiliate of Blackstone Inc., served as underwriter of \$85.0 million of the \$570.0 million of Senior Secured Notes issued on September 6, 2024, with underwriting fees of \$1.1 million paid by the Company.

#### **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 \$0.3 million, \$0.3 million, and \$0.5 million for the period from June 10, 2024 to December 29, 2024 (Successor), the period from January 1, 2024 to June 9, 2024 (Predecessor) and fiscal year ended December 31, 2023 (Predecessor), respectively.

#### **16. Subsequent Events**

The Company has evaluated for all other subsequent events between the consolidated financial statements dated of December 29, 2024 and the date the consolidated financial statements were available for issuance, April 18, 2025, and has concluded that all subsequent events requiring recognition or disclosure have been incorporated into these consolidated financial statements.

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**GRANT THORNTON LLP**

1100 Peachtree Street, N.E.  
Suite 1400  
Atlanta, GA 30309

**D** +1 404 330 2000

**F** +1 404 475 0107

**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.

**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.



Atlanta, Georgia  
April 11, 2024

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

|                                                      | <b>December 31,<br/>2023</b> | <b>December 25,<br/>2022</b> |
|------------------------------------------------------|------------------------------|------------------------------|
| <b>Assets</b>                                        |                              |                              |
| 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.....                                    | <u>\$ 646,272</u>            | <u>\$ 657,979</u>            |
| <b>Liabilities and Shareholders' Equity</b>          |                              |                              |
| 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)              |                              |                              |
| <b>Shareholders' Equity:</b>                         |                              |                              |
| 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.....      | <u>\$ 646,272</u>            | <u>\$ 657,979</u>            |

See accompanying notes to consolidated financial statements

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

|                                                    | <b>Fiscal Year ended<br/>December 31, 2023</b> | <b>Fiscal Year ended<br/>December 25, 2022</b> |
|----------------------------------------------------|------------------------------------------------|------------------------------------------------|
| 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.....                                | <u>163,826</u>                                 | <u>139,061</u>                                 |
| 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..... | <u>117,434</u>                                 | <u>110,111</u>                                 |
| 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.....         | <u>\$ (4,005)</u>                              | <u>\$ (1,150)</u>                              |

- (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)

|                                        | <u>Common Stock</u> |               | <u>Additional Paid</u>      | <u>Accumulated</u>  | <u>Total</u>      |
|----------------------------------------|---------------------|---------------|-----------------------------|---------------------|-------------------|
|                                        | <u>Shares</u>       | <u>Amount</u> | <u>in</u><br><u>Capital</u> | <u>Deficit</u>      | <u>Equity</u>     |
| 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              | <u>1,000</u>        | <u>\$ -</u>   | <u>\$ 429,522</u>           | <u>\$ (206,305)</u> | <u>\$ 223,217</u> |
| 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              | <u>1,000</u>        | <u>\$ -</u>   | <u>\$ 435,593</u>           | <u>\$ (367,713)</u> | <u>\$ 67,880</u>  |

See accompanying notes to consolidated financial statements.

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

|                                                                                 | Fiscal Year ended<br>December 31, 2023 | Fiscal Year ended<br>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.....                                      | <u>24,791</u>                          | <u>23,816</u>                          |
| 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.....                                          | <u>(739)</u>                           | <u>(12,048)</u>                        |
| 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.....                                          | <u>(24,728)</u>                        | <u>(11,157)</u>                        |
| 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.....                            | <u>\$ 16,919</u>                       | <u>\$ 17,595</u>                       |
| Supplemental disclosure of cash flow information:.....                          |                                        |                                        |
| Cash paid during the period for interest.....                                   | <u>\$ 37,963</u>                       | <u>\$ 24,523</u>                       |
| Cash paid during the period for taxes.....                                      | <u>\$ 2,407</u>                        | <u>\$ 136</u>                          |

See accompanying notes to consolidated financial statements.

**TSC INTERMEDIATE, INC. AND SUBSIDIARIES**  
**Notes to Consolidated Financial Statements**  
**(In thousands except shares and per share amounts)**

**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:

| <b>(in thousands)</b> | <b>Fiscal Year ended<br/>December 31, 2023</b> | <b>Fiscal Year ended<br/>December 25, 2022</b> |
|-----------------------|------------------------------------------------|------------------------------------------------|
| Royalty revenue.....  | \$ 74,897                                      | \$ 64,239                                      |
| Franchise fees.....   | 1,730                                          | 1,025                                          |
|                       | <u>\$ 76,627</u>                               | <u>\$ 65,264</u>                               |

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

|                                                     | <b>Fiscal Year ended<br/>December 31, 2023</b> | <b>Fiscal Year ended<br/>December 25, 2022</b> |
|-----------------------------------------------------|------------------------------------------------|------------------------------------------------|
| 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.....       | <u>\$ 26,903</u>                               | <u>\$ 21,631</u>                               |

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:

| <b>(in thousands)</b>                          | <b>December 31, 2023</b> | <b>December 25, 2022</b> |
|------------------------------------------------|--------------------------|--------------------------|
| 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.....             | <u>\$ 6,320</u>          | <u>\$ 6,286</u>          |

#### 4. Other Current Liabilities

Other current liabilities consist of the following:

| <b>(in thousands)</b>                           | <b>December 31, 2023</b> | <b>December 25, 2022</b> |
|-------------------------------------------------|--------------------------|--------------------------|
| 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.....                  | <u>\$ 12,221</u>         | <u>\$ 10,543</u>         |

#### 5. Property and Equipment, net

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

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:

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

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:

| <b>Fiscal Year</b> | <b>(in thousands)</b> |
|--------------------|-----------------------|
| 2024.....          | \$ 11,747             |
| 2025.....          | 11,508                |
| 2026.....          | 11,508                |
| 2027.....          | 11,089                |
| 2028.....          | 10,463                |
| Thereafter.....    | 61,621                |
|                    | <u>\$ 117,936</u>     |

## 7. Debt

Long-term debt consisted of the following:

| <b>(in thousands)</b>                                             | <b>December 31, 2023</b> | <b>December 25, 2022</b> |
|-------------------------------------------------------------------|--------------------------|--------------------------|
| 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.....                                               | <u>\$ 509,253</u>        | <u>\$ 373,307</u>        |

### *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..... | <u>\$ 517,367</u> |

#### *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:

| <b>(in thousands)</b>      | <b>Fiscal Year ended<br/>December 31, 2023</b> | <b>Fiscal Year ended<br/>December 25, 2022</b> |
|----------------------------|------------------------------------------------|------------------------------------------------|
| Operating lease cost.....  | \$ 863                                         | \$ 881                                         |
| Short-term lease cost..... | 21                                             | -                                              |
| Total.....                 | <u>\$ 884</u>                                  | <u>\$ 881</u>                                  |

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:

| <b>Fiscal Year</b>           | <b>(in thousands)</b> |
|------------------------------|-----------------------|
| 2024.....                    | \$ 790                |
| 2025.....                    | 815                   |
| 2026.....                    | 838                   |
| 2027.....                    | 864                   |
| 2028.....                    | 890                   |
| Thereafter.....              | 682                   |
| Total lease payments.....    | <u>4,879</u>          |
| Less: Imputed interest.....  | <u>(839)</u>          |
| Total lease liabilities..... | <u>\$ 4,040</u>       |

## 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..... | <u>\$ 1,826</u>   | <u>\$ 8,092</u> | <u>\$ 9,918</u> | <u>\$ 316</u>     | <u>\$ 817</u> | <u>\$ 1,133</u> |

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<br>(in thousands) | %            | Amount<br>(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.....                                                   | <u>\$ 9,918</u>          | <u>168 %</u> | <u>\$ 1,133</u>          | <u>(6248)%</u> |

(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)            | -                 |
|                                       | <u>16,854</u>      | <u>17,964</u>     |
| 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)             |
|                                       | <u>(30,238)</u>    | <u>(23,256)</u>   |
| Net deferred tax liability.....       | <u>\$ (13,384)</u> | <u>\$ (5,292)</u> |

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:

| <b>(in thousands)</b>                                           | <b>Fiscal Year ended<br/>December 31, 2023</b> | <b>Fiscal Year ended<br/>December 25, 2022</b> |
|-----------------------------------------------------------------|------------------------------------------------|------------------------------------------------|
| 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.....                         | <u>\$ 9,589</u>                                | <u>\$ 14,724</u>                               |

## 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:

|                                  | <b>Fiscal Year ended<br/>December 31, 2023</b> | <b>Fiscal Year ended<br/>December 25, 2022</b> |
|----------------------------------|------------------------------------------------|------------------------------------------------|
| 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:

|                                | <b>Number of Options<br/>(in thousands)</b> | <b>Weighted Average<br/>Exercise Price</b> |
|--------------------------------|---------------------------------------------|--------------------------------------------|
| 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                                  |

|                                                   | <b>Number of Options<br/>(in thousands)</b> | <b>Grant Date<br/>Fair Value</b> |
|---------------------------------------------------|---------------------------------------------|----------------------------------|
| 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.

**EXHIBIT K TO THE DISCLOSURE DOCUMENT**

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**STATE EFFECTIVE DATES**

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**TSC FRANCHISOR, 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:

| <b>STATE</b> | <b>EFFECTIVE DATE</b> |
|--------------|-----------------------|
| California   | Pending               |
| Hawaii       | Pending               |
| Illinois     | Pending               |
| Indiana      | Pending               |
| Maryland     | Pending               |
| Michigan     | Pending               |
| Minnesota    | Pending               |
| New York     | Pending               |
| North Dakota | Pending               |
| Rhode Island | Pending               |
| South Dakota | Pending               |
| Virginia     | Pending               |
| Washington   | Pending               |
| Wisconsin    | Pending               |

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

## RECEIPT

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

If TSC FRANCHISOR, 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 TSC FRANCHISOR, 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 TSC Franchisor, 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 18, 2025

The name, principal business address, and telephone number of the franchise sellers offering the franchise are:

| <b>Name</b>                                                                                                                                                                       | <b>Principal Business Address</b>                         | <b>Telephone Number</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|-------------------------|
| Max Wetzel, Jonathan Biggs, Cheryl Fletcher, Austin Sills, Eric Osborne, Matt Collins, Ryan Nelson, Brian Blosser, Michael Landru, Robert Fischer, Chris O'Connor, and Dave Roche | 1117 Perimeter Center West, Suite W200, Atlanta, GA 30338 | (770) 821-1900          |

I received a disclosure document dated April 18, 2025. (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**

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The franchisor is TSC Franchisor, 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 18, 2025

The name, principal business address, and telephone number of the franchise sellers offering the franchise are:

| Name                                                                                                                                                                              | Principal Business Address                                | Telephone Number |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------|------------------|
| Max Wetzel, Jonathan Biggs, Cheryl Fletcher, Austin Sills, Eric Osborne, Matt Collins, Ryan Nelson, Brian Blosser, Michael Landru, Robert Fischer, Chris O'Connor, and Dave Roche | 1117 Perimeter Center West, Suite W200, Atlanta, GA 30338 | (770) 821-1900   |

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

**RETURN THIS RECEIPT TO US AT:**

TSC FRANCHISOR, LLC

1117 Perimeter Center West, Suite W200

Atlanta, Georgia 30338

Tel: 770-821-1900 / Fax: 770-821-1895

Email: [franchisedevelopment@tropicalssmoothie.com](mailto:franchisedevelopment@tropicalssmoothie.com)

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_