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@tropicalsmoothie.com
www.tropicalsmoothiecafe.com

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

The total investment necessary to begin operation of a single-unit Tropical Smoothie Cafe franchise is $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* 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:

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit I.
How much will I need to invest?	Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.
Does the franchisor have the financial ability to provide support to my business?	Item 21 or Exhibit J includes financial statements. Review these statements carefully.
Is the franchise system stable, growing, or shrinking?	Item 20 summarizes the recent history of the number of company-owned and franchised outlets.
Will my business be the only Tropical Smoothie Cafe restaurant in my area?	Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.
Does the franchisor have a troubled legal history?	Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.
What's it like to be Tropical Smoothie Cafe franchisee?	Item 20 or Exhibit I lists current and former franchisees. You can contact them to ask about their experiences.
What else should I know?	These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

1. **Out-of-State Dispute Resolution**. The franchise agreement requires you to resolve disputes with the franchisor by mediation or litigation only in Georgia. Out-of-state mediation or litigation may force you to accept a less favorable

settlement for disputes. It may also cost more to mediate or litigate with the franchisor in Georgia than in your own state.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Any questions regarding this notice should be directed to:

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

TSC FRANCHISOR, LLC TABLE OF CONTENTS

Page

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

ITEM 2. BUSINESS EXPERIENCE 5

ITEM 3. LITIGATION ~~8~~9

ITEM 4. BANKRUPTCY 9

ITEM 5. INITIAL FEES 9

ITEM 6. OTHER FEES 10

ITEM 7. ESTIMATED INITIAL INVESTMENT 16

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES 20

ITEM 9. FRANCHISEE'S OBLIGATIONS 25

ITEM 10. FINANCING 26

ITEM 11. FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING 26

ITEM 12. TERRITORY 41

ITEM 13. TRADEMARKS ~~42~~43

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION ~~44~~45

ITEM 15. OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS ~~45~~46

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL ~~46~~47

ITEM 17. RENEWAL, TERMINATION, TRANSFER & DISPUTE RESOLUTION ~~46~~47

ITEM 18. PUBLIC FIGURES 53

ITEM 19. FINANCIAL PERFORMANCE REPRESENTATIONS 53

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION 57

ITEM 21. FINANCIAL STATEMENTS 68

ITEM 22. CONTRACTS 68

ITEM 23. RECEIPTS 68

EXHIBITS:

EXHIBIT A State Agencies and Administrators/Agents for Service of Process EXHIBIT B Form of Franchise Agreement
EXHIBIT C Form of Multi-Unit Development Addendum to Franchise Agreement EXHIBIT D Pre-Authorized Bank Form
EXHIBIT E Owners' Guaranty vii

EXHIBIT F State Specific Addenda and Riders
EXHIBIT G Addendum to Lease Agreement/Conditional Assignment of Lease EXHIBIT H Operating Manual Table of Contents
EXHIBIT I Roster of Current and Former Franchisees EXHIBIT J Financial Statements
EXHIBIT K State Effective Date Page

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

Type of Fee [(1)]	Amount	Due Date	Remarks
Royalty Fee	6% of Gross Sales [(2)]	Payable weekly for the prior week's Gross Sales [(2)]	You must pay the Royalty Fee by electronic funds transfer. (Franchise Agreement, Section 4.B.)
National Marketing Fee	5-6% of Gross Sales [(2)]	Payable weekly for the prior week's Gross Sales	The current National Marketing Fee is 5% of Gross Sales. In the future, we may increase the National Marketing Fee up to 6% of Gross Sales, at a time and in the manner determined by us in our sole discretion. We may use these funds to create marketing, advertising, and promotional materials for your use, or we may use these funds for marketing, advertising, and public relations programs and materials on a national, regional or local level. You must pay the National Marketing Fee by electronic funds transfer. (Franchise Agreement, Section 4.D.)
BOH Fees [(3)]	One-time implementation fee of $145, and $179 per month subscription fee	Implementation fee payable upon implementation/op ening of the Franchised Business, and subscription fee payable monthly	You must pay us the amounts we designate for the use of our mandated back of house/ back office ("**BOH**") system. We deduct the BOH fees from your account by electronic funds transfer. (Franchise Agreement, Section 4.C.)
Online Ordering [(3)]	Currently, $30 per month	Payable the 3rd week of each month	You must participate in the online ordering services. For the mandated online ordering services, you pay us for installation based on our prepayment to

			the vendor, then we pay the online ordering vendor the monthly fee on your behalf and invoice you. Currently, the monthly fee is $30, but it may change if 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.)
Transfer Fee	5% of the total sales price or $10,000, whichever is greater; $2,500	Before transferring	Payable when more than a 49% interest in the Franchised Business is transferred to anyone, including an unrelated third party. When less than a 49% interest in the Franchised Business is transferred to

	upon transfer of minority interest; or $1,500 upon transfer for convenience of ownership		anyone, other than a direct family member or a guarantor of your obligations, the Transfer Fee is $2,500. (Franchise Agreement, Section 13.B.) When 100% of your ownership interest in the Franchised Business is transferred to a corporate or limited liability company formed solely for the convenience of ownership, the Transfer Fee is $1,500. (Franchise Agreement, Section 13.C.)
Management Fee	10% of Gross Sales [(2)] for the period in which we operate the Franchised Business	As agreed	Pursuant to the terms of the Franchise Agreement, payable during the period that our appointed manager manages the Franchised Business to avoid interruption of business operations, at our option, in the event that (i) you or your majority owner dies or becomes disabled, (ii) we elect to purchase the business assets upon expiration or termination of the Franchise Agreement, or (iii) you operate the Franchised Business in a manner that presents a danger to the health or safety of any person. Our management of the Franchised Business will not exceed 90 days without your consent. We will account to you for all income of the Franchised Business during the period in which our manager manages the business. (Franchise Agreement, Section 13.G.)
Default Cure	Our costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee	On demand	Payable if you breach or default under any provision of the Franchise Agreement, and we act to cure the default on your behalf. (Franchise Agreement, Section 14.E.)
Supplier Approval	Reasonable costs and expenses of inspection and testing currently estimated to range from $500 to $2,000	As invoiced	We may require you to pay us for our reasonable costs and expenses if we evaluate a proposed product, service, or supplier at your request. (Franchise Agreement, Section 6.L.)
Guest Satisfaction	Reimbursement of our costs	As invoiced	You must participate in any guest satisfaction and/or franchise compliance

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

Franchised Business	circumstances		pocket expenses we incur in helping you relocate.
Training	Will vary under circumstances	As incurred	See Item 11 of this disclosure document.
Remodel Marketing Expense	$3,750	As incurred	We may require you to spend $3,750 on marketing for any Remodel. (Franchise Agreement, Section 6.J.)
P&L/Financial Data Software Subscription[3]	Currently $50.00 start-up fee (currently paid by us); $14.95 monthly subscription (currently paid by us)	On demand	You must use a web-/cloud-based subscription software, to capture and benchmark profit and loss and related financial data and report such information to us. Currently, Qvinci is the only approved provider of this software; 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.)
Tax Reimbursement	Will vary under circumstances	On demand	You must reimburse us any amounts a taxing authority imposes on us, any "franchise" tax or other tax that is based on your gross sales, gross revenues, business activities, or operation of the Franchised Business. (Franchise Agreement, Section 6.K.)
Third Party Inspection Fees	Will vary under circumstances	On demand	If you have failed to meet our System Standards after 2 inspections, and we choose to conduct a third inspection by us or a third party, then you must reimburse us for expenses related to the third inspection, including service fees, travel

			and living expenses. (Franchise Agreement, Section 6.N.)
Tropical Smoothie Cafe® Loyalty Platform and Owned Digital Marketing Programs (3)	$75 per month 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*

Type of Expenditure	Amount	Method of payment	When Due	To Whom Payment is to Be Made
INITIAL FRANCHISE FEE (1)	$17,500 to $35,000	Lump sum	When the Franchise Agreement is signed	Us
PROFESSIONAL FEES (2)	$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) (3)	$141,500 to $174,500	Lump sum	As arranged	Designated Equipment Vendor
LEASEHOLD IMPROVEMENTS (4)	$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 (5)	$6,500 to $20,500	Lump sum	Before opening	Suppliers
INITIAL TRAINING EXPENSES (6)	$500 to $20,000	Lump sum	As incurred	Your Employees, Suppliers of Transportation, Food, Lodging
INITIAL DEPOSITS (7)	$250 to $30,500	As arranged	As incurred	Landlord, Utility Providers, Insurance Companies, & Government Agencies
GRAND OPENING	$5,000 to $10,000	Lump Sum	When the Franchise	Us

CONTRIBUTION [8]			Agreement is signed	
ADDITIONAL FUNDS (WORKING CAPITAL) (3 to 6 months) [9]	$10,000 to $57,000	As needed	As needed	Third parties
TOTAL [10]	**$340,750 to $814,500**			

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

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
a. Site selection and acquisition/lease	Sections 5.A., 5.B. and 5.C.	Items 7, 8 and 11
b. Pre-opening purchases/leases	Sections 5.C., 5.D., 5.H., 6.A., 6.L. and 8.A.~~5.H.,~~	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
Restrictions ~~Offered~~on Products and Services Offered	Section 6	Items 8 and 16
Warranty ~~requirements~~ and customer service requirements	Sections 6.A.9. and 6.A.14.	Item 6
i. Territorial development and sales quota	Not applicable	Not applicable
j. Ongoing product/service purchases	Section 6	Item 8
k. Maintenance, appearance and remodeling requirements	Sections 6.A., 6.H., and 6.J.	Item 11
l. Insurance	Section 12	Items 7 and 8
m. Advertising	Section 11	Items 6, 8 and 11
n. Indemnification	Section 17	Item 6
o. Owners participation/management/staffing	Sections 6.A. and 6.C.	Items 11 and 15
p. Records and reports	Section 10	Item 17
q. Inspections and audits	Section 10.H.	Items 6 and 11
r. Transfer	Section 13	Items 6 and 17
s. Renewal	Section 2.B.	Items 6 and 17
t. Post-termination obligations	Sections 15 and 16.B.	Item 17
u. Non-competition covenants	Section 16	Item 17
v. Dispute resolution	Section 18	Item 17
w. 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 or review and approval no later than 60 days prior to opening of the Franchised Business. Your Grand Opening Marketing Program is separate from your other marketing and advertising requirements. We will not collect the $5,000 and you will be obligated to pay all service providers and vendors for the Grand Opening Marketing Program directly as and when the amounts are due. To facilitate this, within 10 days of our approval of your Grand Opening Marketing Budget and Plan, you must deposit in a dedicated bank account the amount of the Reduced Grand Opening Contribution and such supplementary amount as required by the Grand Opening Marketing Budget and Plan you develop. You will use the funds to pay the service providers and vendors in connection with your Grand Opening Marketing Program. If you fail to pay them on a timely basis, both we and the service providers and vendors may suspend services to you, and you will be in material breach of your Franchise Agreement.

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

National Advertising Program. You will be charged a non-refundable national marketing and advertising fee ("**National Marketing Fee**") in an amount equal to 5-6% of Gross Sales. The current National Marketing Fee is 5% of Gross Sales. In the future, we may increase the National Marketing Fee up to 6% of Gross Sales, at a time and in the manner determined by us in our sole discretion. The National Marketing Fee is placed in an account ("**NMF Account**") and we use it in part to cover among other things, the costs of: (a) designing and creating promotional, marketing and advertising resources, including, but not limited to, in-restaurant point of purchase materials, flyers, radio, television commercials, digital media, and other materials that we, in our sole discretion, deem appropriate, (b) researching, developing, and deploying new products and services, (c) conducting customer outreach and customer retention programs, including, but not limited to, email campaigns and customer loyalty programs, (d) conducting activities that are directly or indirectly designed to promote the System, its franchisees, and/or increase System sales, (e) employing advertising agencies, public relations firms, media buyers and creative talent, (f) administering the NMF Account, (g) contributing to local advertising cooperatives and/or local marketing initiatives as applicable, and (h) other marketing and

promotional activities. Currently, we do not use any of the funds from the National Marketing Fee to principally solicit franchisees. At our election, we may use the NMF account to duplicate and distribute to you the advertising materials we create. If we choose not to do so, you may duplicate the advertising materials at your own cost. We may also use funds in the NMF Account for media placement. However, you are responsible for some of these costs if you elect to use the materials created in your own market and the NMF Account does not do so. We may elect in the future to use the NMF Account in connection with advertising with different media outlets, including print, radio, television, digital media and/or online on a national and/or regional or local level. We (or our designee) administer and maintain the NMF Account in the following manner:

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

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

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

4. With the exception of some non-traditional locations which do not contribute to the NMF Account, all Franchised Tropical Smoothie Cafe Restaurants contribute to the NMF Account at a rate of 2% - 5% based on the terms of their respective franchise agreements. Currently, there is only 1 company-owned Tropical Smoothie Cafe Restaurant, and it contributes to the NMF Account at a rate of 2% based on the terms of the form of franchise agreement in place as of the date our company-owned location opened for business to the public.

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

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

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

The National Marketing Fees are deposited in our operating account but are accounted for separately in our financial statements. During 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

Franchisee Orientation – Approximately 2-3 Months Before Opening			
One Week of Classroom and Corporate Cafe Training*			
Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Welcome to Tropical Smoothie Cafe	2	–	Support Center/Atlanta, GA
Design & Construction Process	2	–	Support Center/Atlanta, GA
Marketing	4	–	Support Center/Atlanta, GA
Supply Chain	2		Support Center/Atlanta, GA
Trademarks, Insurance and Lease Submission	1	–	Support Center/Atlanta, GA
Operations Tools	5	–	Support Center/Atlanta, GA
Training Your Team	4	–	Support Center/Atlanta, GA
Technology and Finance Requirements	2	–	Support Center/Atlanta, GA
Managing Your POS	3	–	Support Center/Atlanta, GA
Phase 2 In Cafe Training – 3 Weeks in Cafe or 4 Weeks in Cafe Training for Cafes with a Drive-Thru			
Week One: 5 Days			
Overview: Meet the			Existing Tropical Smoothie Cafe Restaurant as selected by your Regional Director ("**RD**") and/or

Team, Cafe Tour, Food Safety, Safety. **Smoothies:** QF Thawing Procedures, Fruit Prep, Supplements, Cold Holding, Smoothie Line Schematic, Blenders (cleaning, blades, programming, troubleshooting), Ice Machine (daily and weekly cleaning), Preparing Smoothies. **Management Tasks:** Inventory (L), Scheduling (L), Ordering (L), Jolt (L) Receiving/ Storing (L), (L) Learn, (P) Practice.	–	40	Franchise Business Leader ("**FBL**").
Week Two: 5 Days			
Taking Orders: POS, Hospitality, Suggestive Selling, SMG **Food:** Thawing Procedures, Food Ingredient Prep, Food Line Schematic, Oven, Steamer, Preparing Food. **Management Tasks:** Inventory (P), Scheduling (P), Ordering (P), Receiving/Storing (P), Management POS Tasks (L), Cash Management (L), SMG (L).	–	40	Existing Tropical Smoothie Cafe Restaurant as selected by your RD and/or FBL.
Week Three (Drive Thru Only): 5 Days			

Drive Thru: Taking orders, Speed of Service, Hospitality, Equipment, Practice, practice, practice **Management Tasks:** Practice all management tasks	–	40	Existing Tropical Smoothie Cafe Restaurant as selected by your RD and/or FBL.
Week Three (Non-Drive Thru) or Week Four (Drive Thru): Either 5 Days			
Smoothies: Practice, Train others **Food:** Practice, Train others **Taking Orders:** Practice, Train others **Management Tasks:** Leading shifts (complete all management tasks), Train crew members, Local Restaurant Marketing, Catering	–	40	Existing Tropical Smoothie Cafe Restaurant as selected by your RD and/or FBL.
NEW RESTAURANT OPENING			
When the restaurant is ready to open, a member of the Cafe Opening Team, your RD and/or FBL will assist with opening the restaurant.	–	50	Your Franchised Business
TOTALS	**25**	**170-210**	

*As a result of the COVID-19 pandemic, 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

Franchisee Orientation– Approximately 2-3 Months Before Opening			
Virtual Classroom Training			
Subject	Hours of Classroom Training	Hours of On- the-Job Training	Location
Brand Overview	1.5	–	Virtual

Marketing	1.5	–	Virtual
Supply Chain	1	–	Virtual
Trademarks, Insurance and Lease Submission	.5	–	Virtual
Operations and Training	.5	–	Virtual
Technology	1		Virtual
HR 101	1.5	–	Virtual
Phase 2 In Cafe Training – 3 Weeks in Cafe or **4 Weeks in Cafe Training for Cafes with a Drive-Thru**			
Week One: 5 Days			
Overview : Meet the Team, Cafe Tour, Food Safety, Safety. **Smoothies:** QF Thawing Procedures, Fruit Prep, Supplements, Cold Holding, Smoothie Line Schematic, Blenders (cleaning, blades, programming, troubleshooting), Ice Machine (daily and weekly cleaning), Preparing Smoothies. **Management Tasks:** Inventory (L), Scheduling (L), Ordering (L), Jolt (L) Receiving/ Storing (L), L) Learn, (P) Practice.	–	40	Existing Tropical Smoothie Cafe Restaurant as selected by your RD and/or FBL.
Week Two: 5 Days			
Taking Orders: POS, Hospitality, Suggestive Selling, SMG **Food:** Thawing Procedures, Food Ingredient Prep, Food Line Schematic, Oven, Steamer, Preparing	–	40	Existing Tropical Smoothie Cafe Restaurant as selected by your RD and/or FBL.

Food. **Management Tasks:** Inventory (P), Scheduling (P), Ordering (P), Receiving/Storing (P), Management POS Tasks (L), Cash Management (L), SMG (L).			
Week Three (Drive Thru Only): 5 Days			
Drive Thru: Taking orders, Speed of Service, Hospitality, Equipment, Practice, practice, practice **Management Tasks:** Practice all management tasks	–	40	Existing Tropical Smoothie Cafe Restaurant as selected by your RD and/or FBL.
Week Three (Non-Drive Thru) or Week Four (Drive Thru): Either 5 Days			
Smoothies: Practice, Train others **Food:** Practice, Train others **Taking Orders:** Practice, Train others **Management Tasks:** Leading shifts (complete all management tasks), Train crew members, Local Restaurant Marketing, Catering	–	40	Existing Tropical Smoothie Cafe Restaurant as selected by your RD and/or FBL.
NEW CAFE OPENING			
When the restaurant is ready to open, a member of the Cafe Opening Team, your RD and/or FBL will assist with opening the restaurant.	–	50	Your Franchised Business
TOTALS	**7.5**	**170-210**	

The time periods allocated to the subjects listed above are approximations, and the time actually spent by you and your personnel may vary based on the experience and performance of those persons being trained. The instructional materials used in the initial training program will consist primarily of our Manuals, marketing and promotional materials, videos, and other handouts. Our training is conducted by the following 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 (renewed January 20, 2017)
TROPICAL SMOOTHIE CAFÉ (and Design)	2,763,722	September 16, 2003 (renewed October 20, 2023)
TROPICAL SMOOTHIE CAFÉ	2,892,598	October 12, 2004 (renewed

		August 3, 2024)
TROPICAL SMOOTHIE CAFÉ (and Design)	2,918,995	January 18, 2005 (renewal filed May 15, 2024)
TROPICAL SMOOTHIE CAFE (and Design)	4,756,680	June 16, 2015 (renewed September 21, 2021)
TROPICAL SMOOTHIE CAFÉ (and Design)	4,253,918	December 4, 2012 (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 (renewed November 26, 2016)
EAT BETTER. FEEL BETTER. (and Design)	3,517,255	October 14, 2008 (renewed November 9, 2017)
ISLAND GREEN	4,804,094	September 1, 2015 (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 (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.

Provision	Section In Franchise Agreement	Summary
a. Length of the franchise term	Section 2.A.*	15 years.
b. Renewal or extension of the term	Section 2.B.	If you are in good standing and satisfy certain conditions, you may renew for one

		additional 10-year term.
c. Requirements for franchisee to renew or extend	Section 2.B.	Your renewal right permits you to remain as a franchisee after the initial term of your Franchise Agreement expires. However, to remain a franchisee, you must meet all required conditions to renewal, including signing our then-current form of Franchise Agreement, which may be materially different than the form attached to this disclosure document. Other conditions are: Give us advance written notice; if required by us, remodel the business to our then-current brand image for new Tropical Smoothie Cafe Restaurants; not be in default; be in compliance with all System requirements; satisfy all monetary obligations to us and suppliers; sign general release. There are no renewal fees.
d. Termination by franchisee	None	Not Applicable (subject to applicable state law).
e. Termination by franchisor without cause	None	Not Applicable
f. Termination by franchisor with cause	Sections 14.A., 14.B., 14.C., and 14.D.**	We can terminate only if you default.
~~**Provision**~~	~~**Section In Franchise Agreement**~~	~~**Summary**~~
g. "**Cause**" defined – curable defaults	Sections 14.A. and 14.B.	You have 10 days to cure the following: failure to pay amounts owed to us or our affiliate when due; non-compliance with our product specifications or quality control standards; use of unapproved supplier, real estate broker, architect or general contractor; failure to offer required menu item or offer unapproved menu item; failure to maintain or observe health and sanitation procedures; non-compliance with System Standards and specifications in Manuals; failure to pay any vendors or suppliers, or your landlord; default by you (or your affiliate or owners) under any agreement with us (or our affiliate); refusal to permit inspection or audit of the Franchise Business; failure to complete training; or failure to provide certificates of insurance. You have 30 days to cure any other breach of the Franchise Agreement, except for non- curable defaults.

h. "**Cause**" defined – non-curable defaults	Section 14.C. and 14.D.**	Non-curable defaults include: material misrepresentation or omission; by entering this Franchise Agreement you violated any non-competition agreement by which you are bound; failure to acquire your Site or open the Franchised Business for business by the specified deadlines; of the Franchised Business ceases operation for 3 consecutive days without our prior approval; loss of the right to possession of the Site; unauthorized relocation of the Franchised Business; engaging in any violent or threatening act towards an employee, customer or any other person; any threat, danger or injury to health or safety of any person results from any act or failure to act by you (or any of your owners), or from the construction, maintenance or operation of the Franchised Business; conviction by a trial court of, or plead no contest or guilty to, a crime or offense that is likely to have an adverse effect on the system or the Marks, or a felony; a material violation of the Franchise Agreement, which by its nature cannot be cured; knowingly maintain false books or records, or knowingly submit any false statements or information to us, or underreport Gross Sales by more than 5% for any week; if you or your Operating Principal loses the right to reside in the 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
		~~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 franchisor	Section 13.A.	No restriction on our right to assign as long as the transferee or assignee assumes our obligations under the Franchise Agreement.
k. "**Transfer**" by franchisee – defined	Section 13.B.3.	Includes transfer of an interest in the assets of the Business Entity that owns the Franchised Business, the Franchised 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	Section 15.I.	We have the right to purchase any or all of the tangible assets of the Franchised

business		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 system; (b) solicit other franchisees, nor use available lists of franchisees, for any commercial purpose unrelated to the operation of the Franchised Business; (c) have any involvement or interest in a competitive business; or (d) authorize, assist or induce another to develop, open or operate a competitive business (subject to applicable state law).

r. Non-competition covenants after the franchise is terminated or expires	Section 16.B.You and your owners may not, for 2 years after expiration, termination, or transfer of the Franchise Agreement: (a) divert any business or customer to a competitor; (b) solicit other franchisees, nor use available lists of franchisees, for any commercial purpose; (c) have any interest in, manage, supervise the activities of, train the employees of, control the activities of, advise or franchise a competitive business located within a 5-mile radius of the premises of the Franchised Business or the location of any Tropical Smoothie Cafe Restaurant in existence or under development at the time of such violation; or (d) authorize, assist or induce another to have any involvement or interest in a competitive business located within a 5- mile radius of the premises of the Franchised Business or the location of any Tropical Smoothie Cafe Restaurant in existence or under development at the time of such violation (subject to applicable state law).	
~~**Provision**~~	~~**Section In Franchise Agreement**~~	~~**Summary**~~
s. Modification of the Agreement	Sections 3.A.7.(iv) and 22.K.	You must comply with the Manuals as amended. Franchise Agreement may not be modified unless mutually agreed to in writing.
t. Integration/merger clause	Section 22.K	Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). 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

	Top 10%	**Top 25%**	**Top 50%**	**Top 75%**	**Total**
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

	Bottom 10%	**Bottom 25%**	**Bottom 50%**	**Bottom 75%**	**Total**
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 -	$302,973 -	$302,973 -	$302,973 -	$302,973 -

	$572,001	$733,453	$944,455	$1,180,001	$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

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2022	1037	1197	+160
	2023	1197	1371	+174
	2024	1371	1514	+143
Company-Owned	2022	1	1	0
	2023	1	1	0
	2024	1	1	0
Total Outlets	**2022**	**1038**	**1198**	**+160**
	2023	**1198**	**1372**	**+174**
	2024	**1372**	**1515**	**+143**

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
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
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
	2022	2

South Dakota	2023	0
	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
Total	**2022**	**84**
	2023	**77**
	2024	**79**

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	Termi-nations	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
	2022	14	3	0	0	0	0	17

Arizona	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
	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
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
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
Total	2022	**1037**	**167**	**4**	**0**	**0**	**3**	**1197**
	2023	**1197**	**180**	**2**	**1**	**0**	**3**	**1371**
	2024	**1371**	**161**	**5**	**0**	**0**	**13**	**1514**

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
Total	**2022**	**1**	**0**	**0**	**0**	**0**	**1**
	2023	**1**	**0**	**0**	**0**	**0**	**1**
	2024	**1**	**0**	**0**	**0**	**0**	**1**

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

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)
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
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)**
Rhode Island	5	1	0
South Carolina	31	5	0
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
Totals	**964**	**165**	**0**

Exhibit I attached to this disclosure document lists the names of all current franchisees with their business address and business telephone number as of December 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 unaudited financial statements for the 13-week period ending March 30, 2025.

B. ~~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.

C. ~~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

STATE AGENCIES AND ADMINISTRATORS/AGENTS FOR SERVICE OF PROCESS

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

Our registered agent in the State of Georgia is:

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

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
	Commissioner of Department of	
	Financial Protection & Innovation (866) 275-2677 *Los Angeles* 320 West 4th Street Suite 750 Los Angeles, CA 90013-2344 (213) 897-2085 *Los Angeles* 300 S. Spring Street Suite 15513 Los Angeles, CA 90013-1259	

California	(213) 897-2085 *Sacramento* 2101 Arena Boulevard Sacramento, CA 95834 (916) 445-7205 *San Diego* 1455 Frazee Road Suite 315 San Diego, CA 92108 (619) 610-2093 *San Francisco* One Sansome Street, Suite 600 San Francisco, CA 94104-4428 (415) 972-8565	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities 335 Merchant Street Room 205 Honolulu, Hawaii 96813 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Indiana Securities Division Secretary of State Franchise Section Room E-111 302 W. Washington Street Indianapolis, Indiana 46204 (317) 232-6681	Indiana Secretary of State 201 State House 200 West Washington Street Indianapolis, Indiana 46204 (317) 232-6531
Maryland	Office of the Attorney General Securities Division 200 St. Paul Place Baltimore, MD 21202-2021 (410) 576-6360	Maryland Securities Commissioner Office of the Attorney General – Securities Division 200 St. Paul Place Baltimore, Maryland 21202-2021 (410) 576-6360
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48909 (517) 373-7117	

Minnesota	Minnesota Department of Commerce Securities Unit 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600 (800) 657-3602	Minnesota Department of Commerce Commissioner of Commerce 85 7th Place East, Suite 280 St. Paul, Minnesota 55101-2198 (651) 539-1600 (800) 657-3602
New York	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, New York 10005 (212) 416-8222	Secretary of State New York Department of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231 (518)-473-2492
North Dakota	North Dakota Securities Department 600 East Boulevard, Suite 414 Bismarck, ND 58505 (701) 328-2910	Securities Commissioner North Dakota Securities Department 600 East Boulevard, Suite 414 Bismarck, ND 58505 (701) 328-4712
Oregon	Oregon Division of Financial Regulation 350 Winter Street NE, Suite 410 Salem, Oregon 97301 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue John O. Pastore Complex–69-1 Cranston, RI 02920-4407 (401) 462-9500	
South Dakota	Division of Insurance Securities Regulation 124 S. Euclid, Suite 104 Pierre, SD 57501 (605) 773-3563	
Virginia	State Corporation Commission Division of Securities and Retail Franchising Tyler Building 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219 (804) 371-9733
Washington	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8700	Department of Financial Institutions 150 Israel Road SW Tumwater, WA 98501 1 (877) 746-4334
	Division of Securities	Administrator, Division of Securities

Wisconsin	Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-0448	Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (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

FORM OF FRANCHISE AGREEMENT

TSC FRANCHISOR, LLC FRANCHISE AGREEMENT TSC FA 4182025

Franchisee: _____

Cafe Number: _____

TABLE OF CONTENTS

1. GRANT OF FRANCHISE 4
2. TERM AND SUCCESSOR TERM 5
3. OUR DUTIES 6
4. FEES 9
5. DEVELOPMENT AND OPENING ~~10~~11
6. YOUR DUTIES 13
7. MARKS ~~19~~20
8. TECHNOLOGY ~~21~~22
9. CONFIDENTIAL INFORMATION ~~25~~26
10. RECORDS AND REPORTS ~~26~~27
11. ADVERTISING ~~27~~28
12. INSURANCE ~~29~~30
13. TRANSFERS; OPERATION BY US ~~31~~32
14. DEFAULT AND TERMINATION ~~34~~36
15. OBLIGATIONS UPON TERMINATION ~~37~~38
16. COVENANTS ~~39~~40
17. INDEMNITY ~~41~~42
18. DISPUTE RESOLUTION ~~42~~43
19. NOTICES ~~43~~45
20. RELEASE OF PRIOR CLAIMS ~~44~~45
21. FORCE MAJEURE ~~44~~45
22. SEVERABILITY AND CONSTRUCTION ~~44~~46
23. ACKNOWLEDGEMENTS ~~46~~47

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/industrialcomplex).

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

2. TERM AND SUCCESSOR TERM

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

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~~business plan.

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

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

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

(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 byus.

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

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 byus.

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 commencingoperations.

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

E. Ongoing Training. You, your Operating Principal, and your managers must attend and

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

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

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

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

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

J. Remodel. You acknowledge and agree that it is in your best interest, and in the best interests of the System, that your Franchised Business be clean, up-to-date, well-maintained, and well-appointed. Therefore, you acknowledge and agree that you will, at our request, remodel the Franchised Business periodically. The parties acknowledge that nothing in this Section 6.J will affect your obligation to maintain the Site and Franchised Business in compliance with the other provisions of this Franchise Agreement and the Manuals. Notwithstanding anything set forth in this Section 6.J to the contrary, we will not require you to remodel the Franchised Business more than once every five years. By way of example, we could require you to remodel the Franchised Business in the second year of the Initial Term and, in such case, we could not require you to remodel the Franchised Business again until the seventh year of the Initial Term. Prior to commencing any remodel, you must submit to us a complete set of plans and specifications for the proposed remodel. We will review the proposed remodel plans promptly and will approve or provide comments regarding such proposed remodel plans. You must not commence a remodel unless and until we approve in writing the proposed remodel plans. In connection with a remodel, we may require you to spend $3,750 on marketing to promote the Franchised Business, in addition to your National Marketing Fee. For any remodel, you must use a licensed and approved architect and a general contractor.

K. Taxes and Indebtedness. You must timely pay when due all taxes levied or assessed, including without limitation unemployment and sales taxes, and all accounts payable and other indebtedness of every kind you incur, in the operation of the Franchised Business, including payments to all vendors, Approved Suppliers and your landlord. Should any taxing authority impose on us any "franchise" or other tax that is based on the gross sales, gross revenues, business activities, or operation of the Franchised Business, except for federal and state income taxes, you will reimburse us an amount equal to the amount of such taxes and related costs and expenses imposed on or paid by us, unless the tax

is credited against income tax otherwise payable by us. In the event of any bona fide dispute as to your liability for taxes assessed or other indebtedness, you may contest the validity or the amount of the tax or indebtedness in accordance with the procedures of the taxing authority or law; however, in no event will you permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by a creditor, without limitation foreclosure, eviction, or repossession, to occur against the premises of the Franchised Business, or any improvements of such premises, or any furniture, fixtures, equipment or other assets of the Franchised Business.

L. Designated and Approved Products and Suppliers.

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

2. We will provide you, in the Manuals or other written or electronic form, with a list of specifications and, if applicable, a list of Approved Suppliers for some or all of these items and may from time to time issue revisions thereto. If you desire to utilize any services or products that we have not approved (for services and products that require supplier approval), you must first send us sufficient information, specifications and/or samples for us to determine whether the product or service complies with our System Standards and specifications, or whether the supplier meets our Approved Supplier criteria.

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

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

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

6. You must pay all amounts owed to Approved Suppliers ~~whendue~~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 ~~preventingthe~~preventing the further use of ~~anyproducts~~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 issuancethereof.

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 (~~andcomplywith~~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 suchprograms.

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 ~~suchorganization~~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 ~~yourexpense~~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 thelike.

2. We have the right, but not the obligation, to implement or develop (or have developed for us, or our designee): (a) computer software programs and accounting system software that

you must use in connection with the Computer System, which you must install (the "Required Software");
(b) updates, supplements, modifications, or enhancements to the Required Software, which you must install;
(c) the tangible media upon which you must record or receive data; and (d) the database file structure of your Computer System.

3. You must, at your sole cost, purchase, use, maintain and update the Computer System and follow the procedures related thereto that we specify in the Manuals or otherwise in writing.

You must maintain the Computer System in good working order at all times and upgrade, update or otherwise change the Computer System and Required Software during the Term of this Franchise Agreement, as we require. Our modifications and specifications for components of the Computer System and Required Software may require you to incur costs to purchase, lease or license new or modified computer hardware and software or to obtain service and support for the Computer System or Required Software during the Term of this Franchise Agreement. You agree to comply with modifications to the Computer System and Required Software within 30 days after you receive notice of such modifications. You may not obtain administrative super-user rights to the POS System. If you choose to purchase, instead of lease, hardware equipment used in your Computer System, including but not limited to credit card terminals, then you must purchase a hardware warranty for all such hardware equipment.

4. We may require you to participate in a mandated management information system, which includes certain Internet and/or intranet networks that are capable of connecting with our computer systems (collectively, the "MIS System"). The MIS System may allow us to review the results of your Franchised Business operations, provide you information, and otherwise facilitate communications among us and our franchisees. Currently, we do not charge new franchisees an MIS System fee, but reserve the right to do so in the future. We reserve the right to poll (via modem or otherwise) your POS System in order to compile sales data, consumer trends, food and labor costs, and other such financial and marketing information as we deem appropriate, and you acknowledge that we may distribute this data on a confidential basis to our network of franchisees.

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

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

7. 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 ~~methodsfor~~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 ~~byus~~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 ~~regardingyou~~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:

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

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

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

5. "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 ~~requiredhereunder~~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 affectthe 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, orbeneficial.

2. You acknowledge that the rights and duties set forth in this Franchise Agreement are personal to you (and to your Owners, if applicable) and that we entered into this Franchise Agreement in reliance on your business skill, financial capacity, personal character, experience, and business ability. Accordingly, you (and your Owners, if applicable) 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 FranchiseAgreement;

(vi) you have paid all suppliers and vendors ~~infull~~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 newterm;

(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 ~~byus~~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, ~~effectiveimmediately~~effective immediately.

B. Termination With Notice And A 10-Day Cure Period. Upon the occurrence of any of the events of default set forth in this subsection, we may, at our option, terminate this Franchise Agreement by notifying you in writing stating the nature of the default at least 10 days before the effective date of termination. You may avoid termination only by immediately initiating a remedy to cure such default and curing it to our satisfaction within the 10-day cure period. If any such default is not cured within the specified period, or such longer period as required by law, this Franchise Agreement will terminate without further notice to you, effective immediately. If you fail to make a payment when due (or if you do not have sufficient funds in your account when we attempt an electronic funds withdrawal) to us (or our affiliate) under this Franchise Agreement or any other agreement between you (or your affiliate) and us (or our affiliate), and you fail to cure such non-payment;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. OBLIGATIONS UPON TERMINATION

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

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

B. Modify the Premises. If we do not exercise our option to acquire your lease or sublease pursuant to Section 15.H, you must make such modifications to the premises of the Franchised Business immediately upon termination or expiration of this Franchise Agreement as may be necessary to distinguish the appearance of the premises from that of other Tropical Smoothie Cafe Restaurants, and you must make such specific additional modifications as we may reasonably request for that purpose. If you fail or refuse to comply with the requirements of this Section 15, we will have the right to enter upon the premises of the Franchised Business without being guilty of trespass or any other tort to make such modifications, at your expense, which you must pay upon demand.

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

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

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

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

G. Cease Identification with Us. You must promptly cancel all assumed name or equivalent registrations relating to your use of the Marks and notify any applicable telephone, Internet, email, electronic network, directory, and listing entities of the termination or expiration of your right to use any numbers, addresses, domain names, locators, directories and listings associated with any of the Marks; provided however, that this Section 15.G will not apply to the operation by you of any other Tropical Smoothie Cafe Restaurant under the System that we may separately and independently have granted you and that we have not terminated. You will authorize the transfer of the foregoing to us or any new franchisee as may be directed by us, as further described in Section 8.E.4. You hereby irrevocably appoint us, with full power of substitution, as your true and lawful attorney- in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing.

H. Stop Using Related Social Media and Online Business Directories. You should not use social media or business directories in connection with the Franchised Business unless expressly

authorized by us in writing, but to the extent you do, you must immediately cease operating all social media pages within your control associated with, or previously associated at any time with, the Franchised Business, Tropical Smoothie 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 ~~specificallyacknowledge~~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 orentity:

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 or fact orlaw:

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 toyou.

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 ~~equityor~~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 expresslywaived).

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 ~~(i)~~ (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 ~~inwriting~~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 ~~anyletter~~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 ~~withyou~~with you.

[Signatures on following page.]

This Franchise Agreement is executed by:

FRANCHISOR:

TSC FRANCHISOR, LLC

By: _____ Name: Max Wetzel Titl

EXHIBIT A
FRANCHISE INFORMATION

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

_____

_____

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

_____

_____

☐ Check if map is attached.

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

_____

_____

_____

_____

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

EXHIBIT B
STATEMENT OF OWNERSHIP INTERESTS

Franchisee Name: _____

Date: _____

1. **Form of Ownership**. Check one:

   ☐ Corporation

   ☐ Limited Liability Company

2. **Business Entity**.

   Name of Entity: _____

   Date of formation: _____ State of formation: ___

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

Name	Position(s)

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

Name	Shares or Percentage of Ownership

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

FRANCHISEE:

By: _____

Name: _____ Date: _____

EXHIBIT C TO THE DISCLOSURE DOCUMENT

FORM OF MULTI-UNIT DEVELOPMENT ADDENDUM

TO

FRANCHISE AGREEMENT

MULTI-UNIT DEVELOPMENT ADDENDUM TO FRANCHISE AGREEMENTS

TSC MUDA 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

PRE-AUTHORIZED BANK FORM

ELECTRONIC FUNDS TRANSFER (EFT) AUTHORIZATION

TSC EFT 10152024

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: _____

INDEMNIFICATION OF BANK

In consideration of the Bank's compliance with the foregoing request and authorization, the Payees agree with respect to any action by the Bank in compliance with the foregoing request and authorization to indemnify the Bank and hold the Bank harmless for, from and against any loss the Bank may suffer as a consequence of the Bank's actions from or in connection with the execution and issuance of any electronic fund transfer or draft, whether or not genuine, purporting to be executed by the Payees and received by the Bank in the regular course of business for the purpose of payment, except to the extent such loss caused by the negligence or willful misconduct of the Bank.

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

TSC EFT 10152024

Franchisee Information:

Franchisee Name

Franchisee Mailing Address (street) Franchisee Phone No.

Franchise Mailing Address (city, state, zip)

Franchisee Fax No. Franchisee E-mail Address

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

Authorized Amount: $_____ Initial Here: _____

Bank Name Bank Account No.

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

Bank Mailing Address (city, state, zip) Bank Phone No.

(2 of 2) Grand Opening Marketing Withdrawal Bank Account Information:

Authorized Amount: $10,000 **Initial Here: _____**

Bank Name Bank Account No.

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

Bank Mailing Address (city, state, zip) Bank Phone No.

Payee Information: TSC Franchisor, LLC

[illegible] the Payees understands that the termination of this authorization does not relieve the Franchisee of its obligations to make payments to

Signature:_____ Date:_____

Federal Tax ID Number: _____

INDEMNIFICATION OF BANK: In consideration of the Bank's compliance with the foregoing request and authorization, the Payees agree with respect to any action by the Bank in compliance with the foregoing request and authorization to indemnify the Bank and hold the Bank harmless for, from and against any loss the Bank may suffer as a consequence of the Bank's actions from or in connection with the execution and issuance of any electronic fund transfer or draft, whether or not genuine, purporting to be executed by the Payees and received by the Bank in the regular course of business for the purpose of payment, except to the extent such loss caused by the negligence or willful misconduct of the Bank.

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

EXHIBIT E TO THE DISCLOSURE DOCUMENT

OWNERS' GUARANTY

OWNERS' GUARANTY

TSC Guaranty 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

STATE SPECIFIC ADDENDA AND RIDERS

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) HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION. ANY COMPLAINTS CONCERNING THE CONTENT OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION at www.dfpi.ca.gov.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED

TOGETHER WITH THE DISCLOSURE DOCUMENT AT LEAST 14 DAYS PRIOR TO EXECUTION OF AGREEMENT.

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

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

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:__
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:__

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:__

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.

The following is added to Item 5 of the Franchise Disclosure Document:

> Based on the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial franchise fees and other initial payments owed by franchisees to the franchisor will be held in escrow until the franchisor has completed its pre- opening obligations under the franchise agreement. The Franchisor (or one of its affiliates) has established an Escrow Account with Eagle Bancorp, Inc. See a copy of the escrow agreement attached to this Addendum as Exhibit "A." The contact information for this Escrow Account is: Thomas D. Murphy, President, Retail Banking, Eagle Bancorp, Inc., 7815 Woodmont Avenue, Bethesda, Maryland 20814 and his telephone number is 240.497.2042.

Section 3 under "Pre-Opening Obligations" of Item 11 of the Franchise Disclosure Document is amended by adding the following language:

> If we do not accept any site proposed by you within six (6) months of the date of your Franchise Agreement, we may terminate the Franchise Agreement and not refund the initial franchise fee.

Sections (c) and (m) of Item 17 are amended by adding the following language:

> Pursuant to COMAR 02.02.08.16L, the general release required as a condition of renewal, sale, and/or assignment or transfer will not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

Our Standard form of Release is attached to this Addendum as Exhibit "~~A~~B."

Item 17 is amended by adding the following language after the table:

> You may sue in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.
>
> The provision in the franchise agreement which provides for termination upon bankruptcy of the franchisee may not be enforceable under Federal Bankruptcy Law (11 U.S.C. Section 1010 et seq. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

ESCROW AGREEMENT

This Escrow Agreement, made this J day of March, 2013. by Tropical Smoothie Cafe, LLC, a limited liability company organized under the laws of the State of Georgia, (hereinafter referred to as "Franchisor") and Eagle Bancorp, Inc., incorporated under the general corporation laws of the State of Maryland (hereinafter referred to as 'Bank").

WHEREAS, the Franchisor desires to offer and sell franchises in the State of Maryland, and

WHEREAS, it is the discretion of the Securities Commissioner of the State of Maryland as Administrator of the Maryland Franchise Registration and Disclosure Law, to require an escrow of franchise fees, and

WHEREAS, in order to conform to the procedures for arranging an escrow account, the Franchisor desires to enter into an Escrow Agreement with the Bank, pursuant to which franchise fees are to be held in escrow for the purpose of complying with the Maryland Franchise Registration and Disclosure Law.

NOW, THEREFORE, with the foregoing recitals hereinafter incorporated by reference and made a part hereof, it is agreed as follows:

1. The Franchisor shall, until release of escrowed funds as hereinafter provided, deposit with the Bank, all monies obtained from each franchisee who either is a resident of the State of Maryland or contracts to operate the franchised business within the State of Maryland.

2. All funds delivered by the Franchisor to the Bank will be placed in a separate account maintained by the Bank in the State of Maryland designated substantially as follows:

Bank:	E
Bank Routing No.	a
Account Name:	g
	l
Account Number:	e
Address of Branch	B
of	a
	n
	k
	0
	5
	5
	0
	0

3 2 9 8 EagleBank as Escrow	Agent for Tropical Smoothie Cafe, LLC MD 020015363 3

Bank Maintaining Account: 7815 Woodmont Avenue, Bethesda, MD 20814

3. The Bank shall pay out funds from the Escrow Account only upon the occurrence of one of the following conditions:

a. A letter from the President or Secretary of the Franchisor directing the Bank to pay out such funds to accompanied with a written notice from the Securities Commissioner stating that he or she takes no exception to the release of such funds to

b. Upon written notice from the Securities Commissioner, the Bank shall return the deposited franchise fee to a specific franchisee.

c. The Bank shall pay funds into court or disburse or deliver them in accordance with any order of any court of competent jurisdiction.

4. The Franchisor will supply the Bank with the name and address of each franchisee, together with the amount of the deposit that represents each franchisee*s franchise fee, and the Bank will retain records containing the same information.

5. Any funds deposited in the Escrow Account pursuant to this Escrow Agreement shall not be invested by the Bank, but shall remain in the Escrow Account without interest accruing until such funds are to be disbursed as provided in Paragraph 3 hereof.

6. The Securities Commissioner may inspect the records of the Bank, insofar as they relate to this Escrow Agreement, for the purpose of determining compliance with and conformance to the provisions of this Escrow Agreement. At the Securities Commissioner's discretion, statements indicating status of escrow shall be furnished by the Bank to the Securities Commissioner.

7. The Franchisor shall pay to the Bank reasonable compensation for expenses incurred and services rendered by the Bank under this Escrow Agreement.

8. The Bank shall have no duty to determine the propriety of any deposit or disbursement of funds. Additionally, the Bank shall have no duty to the Franchisor, the Securities Commissioner, any franchisee or any other party except as expressly stated in this Escrow Agreement. The Franchisor does hereby indemnify the Bank from any and all costs, claims and expenses, including attorneys' fees, which may be

incurred by or which may accrue to the Bank relating to the opening or maintenance of any account established under this Escrow Agreement.

9. All proceeds deposited pursuant to this Escrow Agreement shall not be subject to any liens or charges by the Bank, or judgments or creditor's claims against the Franchisor.

10, The Franchisor shall give each franchisee a copy of this Escrow Agreement prior to collecting any funds from that franchisee.

11. The Bank's duties under this Escrow Agreement shall terminate upon final distribution of all monies deposited as provided hereunder.

12. This Escrow Agreement is governed by the Laws of the State of Maryland

IN WITNESS WHEREOF, each party has caused this Escrow Agreement to be signed and executed, and its corporate seal hereto affixed, in its name by its proper and fully authorized officer or officers on the day and year first above written.

TROPICAL SMOOOTHIE CAFE, LLC
[FRANCHISOR]

ESS:

By: _____
Roto

1117 Perimeter Center West
Atlanta, GA 30338
1-770-821-1900 (Business Phone)

EAGLE BANCORP, INC., as Bank

ATTEST: _____

B@
Thomas D. Murphy
President, Retail Banking
~~7815 Woodmont Ave, Bethesda, MD 20814~~ 240-497-2042

EXHIBIT B TO MARYLAND ADDENDUM
FORM OF RELEASE

The following is the current general release language that we expect to include in any agreement that a franchisee, developer, and/or transferor may sign as part of a renewal or an approved transfer. We may, in our sole discretion, periodically modify the release language.

FORM OF GENERAL RELEASE

THIS RELEASE is entered into as of _____, 20___, (the "**Effective Date**") between 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**"

1. **Initial Franchise Fee.** The State of Maryland requires us to hold payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor in escrow until the franchisor has completed its pre-opening obligations under the franchise agreement. The Franchisor (or one of its affiliates) has established an Escrow Account with Eagle Bancorp, Inc. for this purpose.

2. ~~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.

3. ~~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.

4. ~~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.

5. ~~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.

6. ~~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.

7. ~~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.

8. ~~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:	**You:**
TSC FRANCHISOR, LLC	_____
By: _____	By: _____ Name:__

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 Statues, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

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

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

This provision supersedes any other term of any document executed in connection with the franchise.

MINNESOTA RIDER TO THE 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.

9. ~~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.

10. ~~3.~~**Trademarks**. We will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

11. ~~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.

12. ~~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.

13. ~~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.

14. ~~7.~~**Limitation of Claims**. Section 18.F. is deleted in its entirety.

15. ~~8.~~**Waiver of Jury Trial**. Section 18.E. is deleted in its entirety.

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

Intending to be bound, the parties sign and deliver this Rider to each other as shown below:

Us:	**You:**
TSC FRANCHISOR, LLC	_____
By: _____	By: _____ Name:__

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 us added to the end of Item 4:

Neither the franchisor, its affiliate, its predecessor, officers, or general partner during the 10-year period immediately before the date of the offering circular:

A. Filed as debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code;

B. Obtained a discharge of its debts under the bankruptcy code; or

C. Was a principal officer of a company or a general partner in a partnership that either filed as a debtor (or had filed against it) a petition to start an action under the U.S. Bankruptcy Code or that obtained a discharge of its debts under the U.S. Bankruptcy Code during or within 1 year after the officer or general partner of the franchisor held this position in the company or partnership.

4. Item 5 is amended to add the following sentence at the end: The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

5. Items 17 (c) and (m) are amended to add the following:

However, to the extent required by applicable law, all rights you enjoy and any causes of action arising in your favor from the provisions of Article 33 of the General Business Law of the State of New York and the regulations issued thereunder shall remain in force; it being the intent of this proviso that the non-waiver provisions of General Business Law Sections 687.4 and 687.5 be satisfied.

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

7. Item 17 (j) is amended to add the following sentence: "However, no assignment will be made except to an assignee who, in good faith and judgment of the franchisor, is willing and financially able to assume the franchisor's obligations under the franchise agreement."

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

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

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT
FOR 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: **You:**

TSC FRANCHISOR, LLC _____

By: _____ By: _____ Name:__

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:__

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:__

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)~~ (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: _____ By: _____ Name:_____

EXHIBIT G TO THE DISCLOSURE DOCUMENT

ADDENDUM TO LEASE AGREEMENT/
CONDITIONAL ASSIGNMENT OF LEASE

ADDENDUM TO LEASE AGREEMENT/
CONDITIONAL ASSIGNMENT OF LEASE
TSC Lease Addendum 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 **Tenant/Lessee/Franchisee**

By: _____ Name: __ Its: ___ By: _____ Name: ____

TSC Franchisor, LLC / Franchisor

By: _____
Name: _____
Its: _____

EXHIBIT H TO THE DISCLOSURE DOCUMENT

OPERATIONAL MANUAL

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tropÿJiiGAr

Operational Standards Nanual

Click here to see what's new.

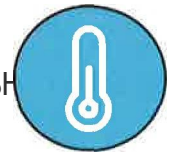
APPEARANCE AND GROOMING

EüUIPNENT

FACILITIES

FOOD EXCELLENCE

CASH



HACCP PLAN

GLIEST EXPERIEN CE

HOURS 0F OPERATION AND RECOVE

MARKETING

GRAND OPENING

PEST CONTROL AND PREVENTION

PRODUCT PREP

REC

REC EIVIN G AND STOR AGE

RECIPES AND PRODUCT BUILDS

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APPEARANCE & GROOMING

Appearance & Grooming Standards

Tattoos

Piercings

Jewelry Hair

Makeup Nails

Communication Devices Eating

Smoking

Uniforms

Shirts - Crew Members Shirts -

Management

Pants and Shorts - Crew and Management

Hats and Visors

NameBadges

Shoes

Not Permitted Ordering

Uniforms

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Oven Settings Parts and

Service

PartsandServce

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Standard

Biological Hazards

Chemical Hazards

Physical Hazards

Produce Washing Poster

Hot Holding Cold Holding

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Handwashing Signage

POlicg

Procedures

Deep Clean Your Cafe Cleaning

Standards Cleaning Solutions

Cleaning Procedure Sanitizing

Procedure Signatures

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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

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Monitoring

Corrective Action

Verification and Recordkeeping

Preventing Cross-Contamination

Instructions Monitoring

Corrective Action

Verification and

Recordkeeping

Storing and Using Hazardous Chemi¢:als

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

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Duick 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

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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

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Suggestive Selling Taking Catering Orders

Guidelines

Introduction

General

Approved Sources Music

Design

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Regular Hours

Holiday Hours

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MARKETING

Marketing Overview

Digital Footprint

- Websites
- Google Mg Business Yelp

Local Cafe Social Media Policg

- National Social Media Accounts
- Local Social Media Accounts
- Loca(PaidSocia(NediaGuidelnes
- Personal Social Media Account Guidelines
- Policy Updates

Digital Sales & e-Commerce

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

In-Cafe Digital Experience

Customer Relationship Management Marketing

- CRM/GuestDatabase Lo\jalty
- Program Email

Nedia/Public Relations Policg

- TSC Media Inquiries
- 0n-Site Media Response Policies

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PEST CONTROL & PREVENTION

Rodents

- Rodent Droppings
- Signs of Rodent "Feeding Stations"
- Evidence of Gnawing Odd, Stale
- Smell SeeaRodentinth
- eCafe

Pest Control & Prevention

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

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Thawing/Slacking Guidelines

Thawing/Slacking Hermetically Sealed Product

Thawing/Slacking Frozen Fruit

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

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RECEIVING AND STORAGE

Product Receiving Prior to a

Delivery Delivery Arrival

Sysco Credit Process

Produce Alliance Credit Process

Product Dualitg Overview Banana

Duality Guidelines Lettuce Duality

Guidelines

Storage

Frozen and Refrigerated Products

Minimize Food Waste

Canned Products org

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

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Recipe Card Placement

FoodMakeLine Food Finish Line

Smoothie Make Line

Using the Build Card Build

Card Placement

MakeLineExamp|es Finish Line

Examples

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REQUIRED PRODUCTS

Proprietarg Products

Concentrates

Dairy

Fruit

Logo Items

Non-Replacement Products

Beverages Breads

Concentrates Dairy

Fresh Produce

Fruit

Pantrg Pape

rGoods Proteins

Sauces Sides

Supplements

Distributor Products Cleaning and

Chemicals Packaging and Disposables

Pantrg

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SAFETY AND SECURITY

Fire Inspections

Self-Inspection Checklist

General Securitg Guidelines

Security Equipment

Keys and Codes Safe Cash

Registers

Securitg Procedures Front and Back

Doors Closing Procedures Bank

Deposits

Accidents

General Guidelines

Slips and Falls

CUtS

Burns

Back Injurg Prevention

Choking Electrical

Shock First Aid Kit

Bloodborne Pathogen

Cleanup Kit

KnifeSafetg

Crime Prevention

Burglary Vandalism

Robbery

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Internal Theft

Duick-Change Artists

Counterfeit Currency

Suspicious Behavior

Disorderly Guests or Crew Members

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The Learning Journey Training

Resources Events Communities

Reporting on Training Progress

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EXHIBIT I TO THE DISCLOSURE DOCUMENT

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

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

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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

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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

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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

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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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FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
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

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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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FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
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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FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
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

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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	Carmine 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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FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
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 Boyscout 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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FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
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	660 East Eau Gallie Boulevard Suite	Indian Harbour	FL	32937	(321) 622-8706

	Caballero	2	Beach			
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	6671 W. Indianatown Rd Suite 52	Jupiter	FL	33458	(561) 748-4457

	Batista Caballero					
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 Plesant 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

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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

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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

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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 Lamberton 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

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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	Pembrook 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

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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

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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

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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, Sridhar Allaparthi,	Uma Devi Gorrepati	3810 Neptune Street, Suite B4	Tampa	FL	33629	(813) 374-2245
Bharat "Bobby" and 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 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 Beaulieu	Joseph Hudson	TBD	TBD	FL	TBD	(619) 200-1060
Glen Johnson	Nicholas "Nick" 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, 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" Crouch	TBD	Villages	FL	TBD	(501) 442-0089

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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

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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

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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 Mohmed "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

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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	Foster	201 3rd Street Building 38200	Fort Gordon	GA	30905	(404) 667-4193

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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

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	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 Rimpalbahen	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

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	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

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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-	Daniel Beaulieu,	TBD	Bartlett	IL	TBD	(312) 203-3456

Williams	Chaim Margolin					

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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	Bloomingdale	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	(310) 801-5060

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	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
	Bhavesh	Patel	1190 South Randall Road, Suite 103	Elgin	IL	60123	(224) 227-6440
	Bhavesh	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
	Bhavesh	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

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FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
Bhavesh	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
Bhavesh	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,	Patel	4025 W 95th Street	Oak Lawn	IL	60453	(708) 907-5860

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Roma, and Chahat						
Prerak A.	Patel	TBD	O'Fallon	IL	TBD	(630) 890-2167

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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
Bhavesh	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 Neltnor 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
Bhavesh	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	Michael and	10720 US Highway 36	Avon	IN	46123	(317) 941-7331

Joseph	Andrea Baker					

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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

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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

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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

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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

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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	Patel	TBD	London	KY	TBD	(570) 556-6112

Nirajkumar						
Brett and Brent	Lynch	4114 Summit Plaza Drive	Louisville	KY	40241	(502) 384-4386

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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	Brown	324 Lee Drive	Baton Rouge	LA	70808	(225) 256-3385

Yuvonka						
Christopher	Herbert	8670 Airline Drive	Baton Rouge	LA	70815	(225) 408-3806

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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

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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

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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	Patel	352A Broadway, Route 1	Saugus	MA	01906	(781) 813-3090

Jitendrakumar "Jiten"						

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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	Rohan Pandya	TBD	Bethesda	MD	TBD	(215) 964-8802

Ghanshyam Patel						

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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

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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

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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,	Troutman	TBD	Upper Marlboro	MD	TBD	(443) 677-4513

Jacqueline, Jocelyn and Jordan						
Arpit and Shwetank	Patel	3390 Lenoardtown Road	Waldorf	MD	20601	(301) 638-3291
Mitesh	Patel	TBD	Westminster	MD	TBD	(501) 240-8919

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FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
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	Belleview	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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FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
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

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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

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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 Townshi p	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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FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
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

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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

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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

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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

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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

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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	NC	TBD	(224) 730-1839

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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

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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

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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

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	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

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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

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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

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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 Townshi p	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

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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

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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

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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

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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

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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

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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 Townshi p	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

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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
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

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FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
Shilpaben "Shilpa", Shubh, and Rahi	Patel	2889 Joseph Drive, Suite A	Fairfield Townshi p	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	Middlebur g Heights	OH	44130	(440) 973-7168

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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

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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

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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

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	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

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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 Townshi p	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	Patel	TBD	Lancaster	PA	TBD	(478) 305-9805

"Sandip"						
Darshnaben, Manishaben and Sandipkumar "Sandip"	Patel	TBD	Lancaster	PA	TBD	(201) 270-7014

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FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
Darshnaben, Manishaben and 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, 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 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

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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	Trexlertown	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

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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

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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

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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 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

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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,	Patel	20 Cherokee Boulevard Suite 120	Chattanooga	TN	37405	(423) 551-8327

Rohitkumar and Shivam						

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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	Patel	1280 Union University Drive	Jackson	TN	38305	(731) 240-1998

and Vimalkumar						
Lacy and Joshua	Horne	1900 Roan Street	Johnson City	TN	37601	(423) 900-2522

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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

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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

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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

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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	Carrolton	TX	TBD	(573) 489-9890
* Joseph	Omobogie	TBD	Cedar Hill	TX	TBD	(972) 880-2580

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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

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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, Kavitaben, 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

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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 Brahmbhatt	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

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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 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

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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

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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

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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, Kavitaben, 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

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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

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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

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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

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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 Shiplet 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	TBD	Crystal City	VA	TBD	(703) 501-7371

	Randhawa					

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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

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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 Dhrumil	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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FIRST NAME	LAST NAME	STORE ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
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

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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

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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

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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

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	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		
	Federico Morales-Zimmerman, Gilbert Morales-Zimmerman,					

Alabama	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		
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		
Florida	Stephen Caraccio	Royal Palm Beach	561-267-5880	X		
Florida	Bradley Freet	Saint Petersburg	727-515-0018			X
Florida	Vincent Gannascoli & Nicholas Gannascoli, Jr.	Stuart	772-631-0825	X		
Florida	Vincent Gannascoli & Nicholas 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, & 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		
	Manan Shah, Anandiben Patel, &					

Georgia	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, & Riha Momin	Columbus	404-918-7629	X		
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		
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		
North						

Carolina	Joseph Goetschius, Jr.	Nags Head	203-910-1422			X
North 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 Township	513-254-5188	X		
Ohio	Michelle Parsons	Findlay	419-262-1404	X		
Pennsylvania	Richard “Brad” Evans & Richard “Rick” Evans	Ephrata	443-366-2906	X		
Pennsylvania	Richard “Brad” Evans & Richard “Rick” Evans	Lancaster	443-366-2906	X		
Pennsylvania	Richard “Brad” Evans & Richard “Rick” Evans	Manheim	443-366-2906	X		
Pennsylvania	John Lane	York	717-554-6538	X		
South Carolina	Marc Rodenbaugh	Columbia	757-408-0848	X		
South Carolina	Kenneth Hawkins, Danielle Hawkins, 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		
Texas	Kaleb Warnock, Paula Flores Warnock, & Paul Beltran	El Paso	915-637-0484			X
Texas	Patrick Somerville, Harish “Dee” 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 Patel	Waco	405-210-2195	X		
Virginia	Woo Choi & Agapito Dienzo	Alexandria	703-338-6983	X		
Virginia	Albertyna Sanchez, Vanessa Cherry, & 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

FINANCIAL STATEMENTS

THESE FINANCIAL STATEMENTS ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES OR SELLERS OF FRANCHISES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAD AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENT OR FORM.

TSC Franchisor, LLC
Unaudited Statement of Operations
Thirteen Weeks ended March 30, 2025
($ in millions)

	Thirteen-week period ended March 30, 2025
Revenues:	
Royalty revenue and franchise fees	$ 21.6
Supply chain and other revenues	9.8
Total revenues	31.4
Expenses:	
General, administrative and other expenses	0.1
Amortization of intangible assets	3.9
Total expenses, net	4.0
Net income	$ 27.4

TSC Franchisor, LLC Unaudited Balance Sheet
March 30, 2025
($ in millions)

	March 30, 2025
Assets	
Current assets:	
Cash	$ 2.2
Accounts receivable, net of allowance for credit losses, and other current assets	12.0
Total current assets	14.2
Intangible assets, net	1,452.3
Other non-current assets	0.6
Total assets	$ 1,467.1
Liabilities and Member's Equity	
Current liabilities:	
Payable to the Member	2.1
Deferred franchisee fees, current	1.3
Commissions payable and other current liabilities	0.2
Total current liabilities	3.6
Deferred franchisee fees, net of current portion	31.8
Other non-current liabilities	0.7
Total liabilities	36.1
Member's equity	1,431.0
Total liabilities and member's equity	$ 1,467.1

TSC Franchisor, LLC
Unaudited Statement of Cash Flows
Thirteen Weeks ended March 30, 2025
($ in millions)

	Thirteen-week period ended March 30, 2025
Net income	$ 27.4
Adjustments to reconcile net income to net cash provided by operating activities:	
Amortization of intangible assets	3.9
Change in operating assets and liabilities:	
Accounts receivable and other current assets	(5.5)
Payable to the Member	(3.4)
Deferred franchise fees	1.0
Other assets and liabilities, net.	(0.1)
Cash provided by operating activities.	23.3
Cash flows from financing activities	
Contribution from the Member	0.1
Distributions to the Member.	(24.5)
Cash used in financing activities.	(24.4)
Net decrease in cash	(1.1)
Cash at beginning of period.	3.3
Cash at end of period	$ 2.2

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.)

Independent Auditor's Report	F-3
Balance Sheet as of December 29, 2024	F-5
Statement of Operations from September 6, 2024 (Closing Date) to December 29, 2024	F-6
Statement of Member's Equity from September 6, 2024 (Closing Date) to December 29, 2024	F-7
Statement of Cash Flows from September 6, 2024 (Closing Date) to December 29, 2024	F-8
Notes to the Financial Statements	F-9

Deloitte & Touche LLP
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Suite 3100
Atlanta, GA 30309-3574
USA

Tel:+1 855 335 0777
www.deloitte.com

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.

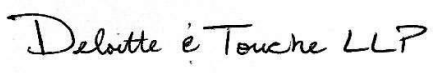
Auditor's Responsibilities for the Audit of the Financial Statements

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.



April 18, 2025

TSC Franchisor, LLC

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

BALANCE SHEET

(In millions)

		December 29, 2024
Assets		
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
Total assets	**$**	**1,466.5**
Liabilities and Member's Equity		
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
Total liabilities		**36.4**
Commitments and contingencies (Note 3)		
Member's Equity		
Member's equity		1,430.1
Total member's equity		**1,430.1**
Total liabilities and member's equity	**$**	**1,466.5**

TSC Franchisor, LLC

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

Statement of Operations

(In millions)

		September 6, 2024 to December 29, 2024
Revenues:		
Royalty revenue and franchise fees	$	24.1

See accompanying notes to the financial statements

Supply chain and other revenues.....		9.2
Total revenues.....		33.3
Expenses:		
Amortization of intangible asset and other expenses.....		5.0
Total expenses.....		5.0
Operating income.....		28.3
Income tax expense (benefit).....		-
Net income.....	$	28.3

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)

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

See accompanying notes to the financial statements

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

Statement of Cash Flows
(In millions)

	September 6, 2024 to December 29, 2024
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
Cash provided by operating activities	36.6
Cash flows from financing activities:	
Distributions to the Member	(33.3)
Cash used in financing activities	(33.3)
Net increase in cash	3.3
	-
Non-cash investing and financing activities	
Non-cash initial capital contribution from the Member	$ 1,438.0

O

ributions 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:

	September 6, 2024 to December 29, 2024
(in millions)	
Royalty revenue	$ 23.5
Franchise fees	0.6
	$ 24.1

Changes in deferred franchise fees were as follows:

	September 6, 2024 to December 29, 2024
(in millions)	
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.....	$	32.0

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:

(in millions)	**December 29, 2024**
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	$ 6.4

5. Intangible Assets, net

Intangible assets, net consist of the following:

(in millions)	**December 29, 2024**
Indefinite-lived intangible asset:	
Trade name	$ 1,150.0
Definite-lived intangible assets:	
Franchise agreements	315.0
Accumulated amortization	(8.7)
Total definite-lived intangible assets, net	306.3
Total intangibles assets, net	$ 1,456.3

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

Fiscal Year	**(in millions)**
2025	$ 15.8
2026	15.8
2027	15.8

2028.....			16.1
2029.....			15.8
Thereafter.....			227.0
		$	306.3

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

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

TSC Intermediate, Inc. and Subsidiaries

Independent Auditor's Report F-3

Consolidated Balance Sheets as of December 29, 2024 (Successor) and December 31, 2023 (Predecessor) F-5

Consolidated Statements of Operations 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) F-6

Consolidated Statements of Shareholders' Equity 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) F-7

Consolidated Statements of Cash Flows 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) F-8

Notes to the Consolidated Financial Statements F-9

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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.

April 18, 2025

TSC INTERMEDIATE, INC. AND SUBSIDIARIES

CONSOLIDATED BALANCE SHEETS

(In millions)

	Successor		Predecessor
	December 29, 2024	December 31, 2023	
Assets			
Current assets:			
C			

See accompanying notes to the consolidated financial statements

.....	$ 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.....	48.1	26.7
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
Total assets.....	**$ 2,055.3**	**$ 646.3**
Liabilities and Shareholders' Equity		
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.....	36.8	25.8
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
Total liabilities.....	**883.7**	**578.4**
Commitments and contingencies (Note 3, 8 and 10)		
Shareholders' Equity:		
Common stock ($0.001 par value; authorized – 1,000 shares; issued and outstanding – 1,000 shares)	-	-
Additional paid in capital.....	1,230.5	435.6
Accumulated deficit.....	(58.9)	(367.7) **Total**
shareholders' equity.....	**1,171.6**	**67.9**
Total liabilities and shareholders' equity.....	**$ 2,055.3**	**$ 646.3**

TSC INTERMEDIATE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF

OPERATIONS

(In millions)

	Successor		Predecessor	
	June 10, 2024 to December 29, 202 4	**January 1, 2024 to June 9, 2024**		**Fiscal Year ended December 31, 202 3**
Revenues:				
Royalty revenue and franchise fees.....	$ 47.5	$ 39.5	$	76.6
Advertising	36.6	30.5		58.6
fees.....	17.9	15.3		24.0

See accompanying notes to the consolidated financial statements

Supply chain revenue	0.5	0.5	1.0
Company-operated restaurant sales, net	2.3	1.7	3.6
Other revenues	104.8	87.5	163.8
Total revenues	0.6	0.4	0.9
	31.3	25.7	49.8
Expenses, net:	26.8	22.9	44.3
Cost of sales (1)	9.4	5.6	12.8
	7.7	29.9	9.6
Advertising expenses	75.8	84.5	117.4
Selling, general and administrative expenses	29.0	3.0	46.4
Depreciation and amortization	24.5	26.1	40.5
Other operating expenses, net	4.5	(23.1)	5.9
Total expenses, net	(0.6)	(18.0)	9.9
Operating income (loss)	$ 5.1	$ (5.1)	$ (4.0)
Interest expense, net			
Income (loss) before taxes			
Income tax expense (benefit)			
Net income (loss)			

(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.*

TSC INTERMEDIATE, INC. AND SUBSIDIARIES

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

(In millions, except share amounts)

	Common Stock				
Shareholde rs' Equity (Successor)	**Shares**	**Additional Paid in Amount**	**Capital**	**Accumulated Deficit**	**Total Equity**
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

Common Stock					
Shareholde rs' Equity (Predecessor)	**Shares**	**Additional Paid in Capital Amount**	**Accumulated Deficit**	**Total Equity**	
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
	1,000	$ -	$ 437.3	$ (372.8)	$ 64.5

See accompanying notes to the consolidated financial statements

Balance June 9, 2024

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

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

See accompanying notes to the consolidated financial statements

Cash acquired from the acquired company	19.7	-	-
Non-cash investing and financing activities			
Non-cash contingent consideration from acquisition	$ 16.3	$ -	$ -

See accompanying notes to the consolidated financial statements

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:

	Estimated Useful Life
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:

	Successor	Predecessor	
(in millions)	June 10, 2024 to December 29, 2024	January 1, 2024 to June 9, 2024	Fiscal Year Ended December 31, 2023
Royalty revenue	$ 46.2	$ 38.6	$ 74.9
Franchise fees	1.3	0.9	1.7
	$ 47.5	$ 39.5	$ 76.6

Changes in deferred franchise fees were as follows:

	Successor	Predecessor	
(in millions)	June 10, 2024 to December 29, 2024	January 1, 2024 to June 9, 2024	Fiscal Year Ended 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	$ 32.0	$ 29.2	$ 26.9

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:

(in millions)	
Assets acquired:	
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	$ 1,507.8
Liabilities assumed:	
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	833.2
Total identifiable net assets	674.6
Goodwill	543.6
Net assets acquired	1,218.2

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:

	Successor	Predecessor
(in millions)	**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	$ 10.3	$ 6.3

5. Property and Equipment, net

Property and equipment, net consist of the following:				
	Successor			Predecessor
(in millions)	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	$ 2.6			$ 2.6

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:

	Successor	Predecessor
(in millions)	December 29, 2024	December 31,
2023 Indefinite-lived intangible assets:		
Trademarks and trade names 1,150.0	$ 231.7	$
Total intangible assets, net	$ 1,456.3	

	$ 349.6

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
	$ 306.3

7. Other Current Liabilities

Other current liabilities consist of the following:

(in millions)	Successor December 29, 2024	Predecessor 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	$ 13.4	$ 12.2

8. Debt

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

(in millions)	Successor December 29, 2024	Predecessor 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 552.0 $ 509.3	$	

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	$ 570.0

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:

	Successor			Predecessor					
		June 10, 2024 to December 29, 2024		January 1, 2024 to June 9, 2024			Fiscal Year ended December 31, 2023		
(in millions)	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)	$ 0.5	$ (1.1)	$ (0.6)	$ -	$ (18.0)	$ (18.0)	$ 1.8	$ 8.1	$ 9.9

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:

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

(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:

	Successor	Predecessor
(in millions)	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)
			52.4		16.8
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)
		(298.1)			(30.2)
	$	(245.7)		$	(13.4)

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:

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

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 Unites 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):

	Units Outstanding (in thousands)	Fair Value	Units Vested (in thousands)	Fair Value of Vested Units (in millions)
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:

	Successor
	June 10, 2024 to December 29, 2024
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:

	Predecessor	
	January 1, 2024 to June 9, 2024	Fiscal Year Ended December 31, 2023
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:

	Number of Options (in thousands)	Weighted Average Exercise Price
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)	-	$ -

	Number of Options (in thousands)	Grant Date Fair Value
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.

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

TSC Intermediate, Inc. and Subsidiaries

Report of Independent Certified Public Accountants	F-2
Consolidated Balance Sheets as of December 31, 2023 and December 25, 2022	F-4
Consolidated Statements of Operations and Comprehensive Loss for the Fiscal Years ended December 31, 2023 and December 25, 2022	F-5
Consolidated Statements of Shareholders' Equity for the Fiscal Years ended December 31, 2023 and December 25, 2022	F-6
Consolidated Statements of Cash Flows for the Fiscal Years ended December 31, 2023 and December 25, 2022	F-7
Notes to Consolidated Financial Statements	F-8

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors and

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.

Grant Thornton LLP

Atlanta,
Georgia April
11, 2024

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

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

Accumulated deficit	(367,713)	(206,305)
Total shareholders' equity	67,880	223,217
Total liabilities and shareholders' equity	$ 646,272	$ 657,979

See accompanying notes to consolidated financial statements

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

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

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

See accompanying notes to consolidated financial statements.

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

	Common Stock		Additional Paid in Capital	Accumulated Deficit	Total Equity
	Shares	Amount			
Shareholders' Equity					
Balance December 26, 2021	1,000	$ -	$ 421,701	$ (57,769)	$ 363,932

Net loss	—	-	-	(1,150)	(1,150)
Distributions	—	-	(33)	-	(33)
Dividends	—	-	-	(147,386)	(147,386)
Option exercises	—	-	2,024	-	2,024
Equity-based compensation expense			5,830	-	5,830
Balance December 25, 2022	1,000	$ -	$ 429,522	$ (206,305)	$ 223,217
Net loss	—	-	-	(4,005)	(4,005)
Distributions	—	-	(280)	-	(280)
Dividends	—	-	-	(157,403)	(157,403)
Equity-based compensation expense	—	-	6,351	-	6,351
Balance December 31, 2023	1,000	$ -	$ 435,593	$ (367,713)	$ 67,880

See accompanying notes to consolidated financial statements.

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

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

Cash and restricted cash, at end of year/period.....	$ 16,919	$ 17,595
Supplemental disclosure of cash flow information:.....		
Cash paid during the period for interest.....	$ 37,963	$ 24,523
Cash paid during the period for taxes.....	$ 2,407	$ 136

See accompanying notes to consolidated financial statements.

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:

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

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

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

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

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

Consideration from Vendors

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

Advertising Expenses

The Company administers a national advertising fund and local advertising cooperatives (the "advertising funds") on

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

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

Equity-Based Compensation

The Company accounts for the issuance of equity instruments to employees in accordance with accounting standards for share-based payments which require companies to recognize in the statement of operations and comprehensive loss the fair value of stock awards issued over the requisite service period. The Company recognizes forfeitures as they occur. Management estimates the fair value of the equity awards issued on the date of grant.

The fair value of the stock awards is determined on the grant date using the Black-Scholes option pricing model for time-based and performance-based options, and the lattice model for market-based options. Expected volatility is based on the average historical volatility of similarly structured restaurant companies. The expected term of the options granted represents the period of time that the options are expected to be outstanding. The Company used the simplified method to estimate the expected term of the options. The risk-free rate is based on U.S. Treasury yields in effect at the time of the grant for the expected term of the options.

Income Taxes

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

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

The Company applies the provisions of accounting standards for income taxes. These standards require that a tax position be recognized or derecognized based on a 'more-likely-than-not' threshold. This applies to positions taken or expected to be taken in a tax return. The Company does not believe its consolidated financial statements include any material uncertain tax positions. There have been no penalties or interest incurred by the Company during the fiscal years

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

Leases

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

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

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

Fair Value Measurements

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

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

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

New Accounting Pronouncements

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

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

3. Accounts and Notes Receivable

Accounts and notes receivable consist of the following:

(in thousands)	December 31, 2023	December 25, 2022

Vendor rebates receivable	$		3,508	$		2,913
Royalties and advertising fees receivable			1,851			1,311
Franchise fees receivable			115			235
Current portion of notes receivable			-			177
Other receivables, net			846			1,650
Accounts and notes receivable	$		6,320	$		6,286

4. Other Current Liabilities

Other current liabilities consist of the following:

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

5. Property and Equipment, net

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

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

6. Intangible Assets, Net

Intangible assets, net consist of the following:

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

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

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

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

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

7. Debt

Long-term debt consisted of the following:

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

Senior Credit Facility

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

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

future mandatory principal payments.

In April 2021, the Company amended its Credit Agreement to borrow an additional $59,500 under the term loan (2021 Term Loan). The 2021 Term Loan has a maturity date of September 4, 2026, with interest paid quarterly and quarterly mandatory prepayments of $149 beginning on September 30, 2021. Unapproved prepayments of term loan principal amounts are also subject to a premium of principal payment plus 1.0% for payments through March 4, 2022. The Company made $4,109 and $6,400 of prepayments of the 2021 term loan principal during the fiscal years ended December 31, 2023, and December 25, 2022, respectively, which reduced the future mandatory principal payments.

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

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

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

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

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

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

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

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

Fair Value of Debt

Fair value of debt is determined on a non-recurring basis. The borrowing rate on the Credit Facility of 10.96% and 9.67% approximates the Company's incremental borrowing rate as of December 31, 2023, and December 25, 2022, respectively, and was used to calculate the fair value of debt. Therefore, the carrying value of the Senior Credit Facility approximated fair value as of December 31, 2023, and December 25, 2022.

8. Leases

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

Components of lease expense were as follows:

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

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

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

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

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

9. Income Taxes

Income tax expense consisted of the following:

	December 31, 2023			December 25, 2022		
(in thousands)	Current	Deferred	Total	Current	Deferred	Total

Federal	$ 1,618	$ 7,210	$ 8,828	$ 281	$ 606	$ 887
State	208	882	1,090	35	211	246
Total expense	$ 1,826	$ 8,092	$ 9,918	$ 316	$ 817	$ 1,133

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

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

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

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

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

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

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

consolidated financial statements as a deferred income tax asset.

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

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

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

10. Commitments and Contingencies

Litigation

The Company from time to time may be involved in various legal claims, actions, and complaints, generally arising out of the normal course of business. Although it is difficult to predict the ultimate outcome of any potential or threatened litigation, management believes that any ultimate liability will not materially affect the consolidated financial position or consolidated results of operations of the Company.

11. Shareholders' Equity

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

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

12. Other Operating Expense, Net

Other operating expense, net consists of the following:

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

13. Equity-Based Compensation

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

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

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

The terms of any such grant of an equity incentive shall be determined on a case by case basis by the Board pursuant to any plan adopted by the Board. The following table summarizes equity-based compensation activity for the fiscal years ended December 31, 2023 and December 25, 2022:

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

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

The total fair value of options granted for the fiscal years ended December 31, 2023 and December 25, 2022 were $449 and $13,086, respectively. The Company recorded equity-based compensation expense of $6,351 and $5,830 related to the granted options for the fiscal years ended December 31, 2023 and December 25, 2022, respectively. As of December 31, 2023, there was $6,440 of total unrecognized compensation costs related to such options, and the costs are expected to

be recognized over a weighted average period of 2 years. At December 31, 2023, there were 158 vested options pursuant to the Company's compensation arrangement. Options outstanding at December 31, 2023 have a weighted average remaining contractual life of 8.6 years.

Excess Tax Benefits

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

14. Related Party Transactions

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

15. Employee Benefit Plan

The Company has a defined contribution plan which covers all employees who are 21 years of age or older and have completed three months of service. The plan also provides for employer discretionary contributions. The Company made discretionary contributions of $517 and $486 for the fiscal years ended December 31, 2023 and December 25, 2022, respectively.

16. Subsequent Events

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

EXHIBIT K TO THE DISCLOSURE DOCUMENT

STATE EFFECTIVE DATES

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:

STATE	EFFECTIVE DATE
~~California~~	~~January 1, 2025~~
~~Hawaii~~	~~Pending~~
~~Illinois~~	~~April 18, 2025~~
~~Indiana~~	~~April 18, 2025~~
~~Maryland~~	~~Pending~~
~~Michigan~~	~~Pending~~
Minnesota	~~Pending~~May 6,

	2025
~~New York~~	~~April 18, 2025~~
~~North Dakota~~	~~Pending~~
~~Rhode Island~~	~~Pending~~
~~South Dakota~~	~~Pending~~
~~Virginia~~	~~Pending~~
~~Washington~~	~~Pending~~
~~Wisconsin~~	~~April 18, 2025~~

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:

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

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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RETURN THIS RECEIPT TO US AT: Signature: _____ TSC FRANCHISOR, LLC
1117 Perimeter Center West, Suite W200 Date: _____ Atlanta, Georgia 30338
Tel: 770-821-1900 / Fax: 770-821-1895 Email: franchisedevelopment@tropicalsmoothie.com

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Description	TSC Franchisor, LLC - FDD 2025 - Issued 4-18-25(234348.2)
Document 2 ID	file://C:\Users\TinaChristensen\Downloads\TSC Franchisor, LLC - FDD 2025 - Issued 4-18-25 [MN Only].pdf
Description	TSC Franchisor, LLC - FDD 2025 - Issued 4-18-25 [MN Only]
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Insertion	
~~Deletion~~	
~~Moved from~~	
Moved to	
Style change	
Format change	
~~Moved deletion~~	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	609
Deletions	373
Moved from	0
Moved to	0
Style changes	0
Format changes	0
Total changes	982