

FRANCHISE DISCLOSURE DOCUMENT



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(a Delaware limited liability company)
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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 \$275,500 to \$770,500. 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 17, 2026

How to Use This Franchise Disclosure Document

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

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

What You Need To Know About Franchising *Generally*

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

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

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

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

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

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

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

Some States Require Registration

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

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

Special Risks to Consider About *This* Franchise

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

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

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

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

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

1. A prohibition on the right of a franchisee to join an association of franchisees.
2. A requirement that a franchisee assent to a release, assignment, novation, waiver, or estoppel which deprives a franchisee of rights and protections provided in this act. This shall not preclude a franchisee, after entering into a franchise agreement, from settling any and all claims.
3. A provision that permits a franchisor to terminate a franchise before the expiration of its term except for good cause. Good cause shall include the failure of the franchisee to comply with any lawful provision of the franchise agreement and to cure such failure after being given written notice thereof and a reasonable opportunity, which in no event need be more than 30 days, to cure such failure.
4. A provision that permits a franchisor to refuse to renew a franchise without fairly compensating the franchisee by repurchase or other means for the fair market value at the time of expiration of the franchisee's inventory, supplies, equipment, fixtures, and furnishings. Personalized materials which have no value to the franchisor and inventory, supplies, equipment, fixtures, and furnishings not reasonably required in the conduct of the franchise business are not subject to compensation. This subsection applies only if: (i) the term of the franchise is less than 5 years and (ii) the franchisee is prohibited by the franchise or other agreement from continuing to conduct substantially the same business under another trademark, service mark, trade name, logotype, advertising, or other commercial symbol in the same area subsequent to the expiration of the franchise or the franchisee does not receive at least 6 months advance notice of franchisor's intent not to renew the franchise.
5. A provision that permits the franchisor to refuse to renew a franchise on terms generally available to other franchisees of the same class or type under similar circumstances. This section does not require a renewal provision.
6. A provision requiring that arbitration or litigation be conducted outside this state. This shall not preclude the franchisee from entering into an agreement, at the time of arbitration, to conduct arbitration at a location outside this state.
7. A provision which permits a franchisor to refuse to permit a transfer of ownership of a franchise, except for good cause. This subdivision does not prevent a franchisor from exercising a right of first refusal to purchase the franchise. Good cause shall include, but is not limited to:
 - (a) The failure of the proposed transferee to meet the franchisor's then-current reasonable qualifications or standards.
 - (b) The fact that the proposed transferee is a competitor of the franchisor or subfranchisor.
 - (c) The unwillingness of the proposed transferee to agree in writing to comply with all lawful obligations.

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

8. A provision that requires the franchisee to resell to the franchisor items that are not uniquely identified with the franchisor. This subdivision does not prohibit a provision that grants to a franchisor a right of first refusal to purchase the assets of a franchise on the same terms and conditions as a bona fide third party willing and able to purchase those assets, nor does this subdivision prohibit a provision that grants the franchisor the right to acquire the assets of a franchise for the market or appraised value of such assets if the franchisee has breached the lawful provisions of the franchise agreement and has failed to cure the breach in the manner provided in subdivision (c).
9. A provision which permits the franchisor to directly or indirectly convey, assign, or otherwise transfer its obligations to fulfill contractual obligations to the franchisee unless provision has been made for providing the required contractual services.

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

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

Any questions regarding this notice should be directed to:

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

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

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

To simplify the language in this Disclosure Document, “**Tropical Smoothie Cafe**” or “**we**” or “**us**” or “**our**” means 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 Café, 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, 2025, there were 2,354 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, 2025, there were 38 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, 2025, there were 578 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. BC International, Inc., directly and/or through wholly-owned subsidiaries, offers franchises for 7 BREW® Stores to be developed and operated internationally (no international franchises were granted as of December 31, 2025). Its principal place of business is located at 2710 S. 48th Street, Springdale, Arkansas 72762.

5. 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 28, 2025, there were 3,201 franchised and 26 company-owned Jersey Mike’s® restaurants operating in the United States. ASA’s principal place of business address is 1 Commvault Way, Suite 400, Tinton Falls, New Jersey 07724.

6. Jersey Mike’s Franchise Systems, LLC, the direct parent company and predecessor of ASA with the same principal business address, also has offered Jersey Mike’s Restaurant master franchise and development rights for certain countries (other than Canada) since approximately December 2025. No Jersey Mike’s Restaurant franchises granted by Jersey Mike’s Franchise Systems, LLC were in operation internationally as of December 31, 2025.

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

1. 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.

2. 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.
3. TSC Parent and its subsidiaries may enter into additional series of follow-on notes offerings in connection with the Securitization Transaction, and may enter into other securitization and financing transactions in the future.

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 service all dayparts and 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 make every day more vibrant. 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 our “tropical vibes” direct to the consumer, whether they are at work or at home.

Our primary customers are seeking craveable yet better-for-you offerings. 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 1,200 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 national and local businesses offering smoothie beverages, as well as 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 and uniqueness of our products and our service experience 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. In addition, some states have extended producer liability laws that impose registration and fee requirements on businesses that produce certain types of packaging and paper products.

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, they were 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, they served as Executive Vice President, Chief Operating Officer for Papa John’s Franchising based in Louisville, Kentucky. Prior to that they 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.

CHIEF OPERATING OFFICER: Jonathan Biggs

Jonathan Biggs has been TSC’s Chief Operating Officer since February 2025. From September 2022 to January 2025, they were Brand Head for Baskin-Robbins in Canton, Massachusetts. From October 2018 to September 2022, they were 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, they served as TSC's Chief Strategy and Analytics Officer. From December 2021 to August 2024, they served as TSC's Senior Vice President of Finance and Analytics. From July 2020 to December 2021, they served as TSC's Vice President of Finance and Analytics.

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.

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, they were 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, they served as TSC's Senior Vice President of Supply Chain. From January 2021 to December 2021, they served as TSC's Vice President of Supply Chain and Strategic Initiatives.

GENERAL COUNSEL: Karen Wickliffe

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

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, they served as TSC's Vice President of Media and Partnerships. From February 2022 to January 2024, they served as TSC's Senior Director of Media and Partnerships. From February 2021 to January 2022, they served as TSC's Senior Director of Local Media and Partnerships.

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, they served as TSC's Senior Director of Technical Accounting and Financial Reporting. From March 2016 to January 2022, they were 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. From October 2018 to March 2022, they were Director, Information Security at Dominos Pizza, Inc. in Ann Arbor, Michigan.

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, they served as TSC's Senior Director of Franchise Development. From February 2021 to February 2024, they served as TSC's Director of Franchise Development. From January 2018 to February 2021, they served as TSC's Manager of Franchise Development.

DIRECTOR OF FRANCHISE DEVELOPMENT: John Pugh

John Pugh has been TSC's Director of Franchise Development since December 2025 and is based in Mission Viejo, California. From August 2022 to August 2025, he was Franchise Development Director for Wingstop Restaurants Inc. in Dallas, Texas. From December 2020 to August 2022, he was Franchise Development Manager at Wingstop Restaurants Inc. in Dallas, Texas.

DIRECTOR OF FRANCHISE DEVELOPMENT: Dawn Eriksen-Foy

Dawn Eriksen-Foy has been TSC's Director of Franchise Development since February 2026 and is based in Coram, New York. From February 2024 to February 2026, they were Vice President of Franchise Sales for Robeks Juice in Los Angeles, California. From May 2022 to February 2024, they were Director of Franchise Sales for Bonchon in Dallas, Texas. From November 2018 to May 2022, they were Manager of Franchise Sales for Wingstop Restaurants Inc. in Dallas, Texas.

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, they were Market Development Manager for Starbucks Coffee Company in Seattle, Washington. From December 2018 to April 2022, they were 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.

VICE PRESIDENT OF REAL ESTATE: Michael Landru

Michael Landru has been TSC's Vice President of Real Estate since April 2024 and is based in Fort Mill, South Carolina. From July 2016 to April 2024, they were Director of Real Estate for Inspire Brands in Atlanta, Georgia.

REGIONAL VICE PRESIDENT OF OPERATIONS: Curtis Roberts

Curtis Roberts has been TSC's Regional Vice President of Operations since July 2025 and is based in Phoenix, Arizona. From May 2023 to July 2025, they were Vice President of Operations for Service Master Brands in Atlanta, Georgia. From January 2021 to January 2023, they were Director of Operations for Subway in Shelton, Connecticut.

REGIONAL VICE PRESIDENT OF OPERATIONS: Caonex Abreu

Caonex Abreu has been TSC's Regional Vice President of Operations since February 2026 and is based in Miami, Florida. From October 2023 to January 2026, they were Regional Director for Papa Johns in Atlanta, Georgia. From August 2022 to September 2023, they were Executive Director for Univista Insurance in Miami, Florida. From May 2011 to August 2022, they were Director of Operations for Domino's Pizza in Miami, Florida.

DIRECTOR, BUSINESS DEVELOPMENT: Robert “Bob” Fischer

Robert “Bob” Fischer has been TSC’s Director of Business Development since June 2025 and is based in Batavia, Ohio. From February 2019 to June 2025, they served as one of TSC’s Regional Directors of Operations.

DIRECTOR OF OPERATIONS, MENU AND TRAINING: Patricia Walker

Patricia Walker has been TSC’s Director of Operations, Menu, and Training since June 2025. Prior to that position, they served as TSC’s Director of Operations from January 2024 to June 2025. From April 2022 to February 2024, they were Manager of Furniture, Fixtures, and Equipment for Supply Management Services in Atlanta, Georgia. From February 2018 to April 2022, they were Manager, Operations Integration for Inspire Brands in Atlanta, Georgia.

DIRECTOR OF CAFE OPENING AND TRAINING SUPPORT: Malissa Amos

Malissa Amos has been TSC’s Director of Cafe Opening and Training Support since February 2026 and is based in Fate, Texas. Prior to that position, they served as TSC’s Manager of New Cafe Opening Support from March 2022 to February 2026, and as one of TSC’s New Cafe Openers from July 2019 to March 2022.

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.

In re JND Tropics LLC filed June 12, 2025 in the U.S. Bankruptcy Court for the District Court of Arizona (Case No. 25-bk-05356-MCW). Following receipt of our notice of termination for failure to pay royalties, our former franchisee, JND Tropics LLC (“JND”), filed for Chapter 11 (Subchapter V) bankruptcy protection. In connection with the bankruptcy proceeding, we filed an adversary proceeding **TSC Franchisor, LLC and Tropical Smoothie Café, LLC v. JND Tropics LLC (In re JND Tropics LLC)** (Case No. 25-ap-00197-MCW) on July 3, 2025 to collect amounts owed to us (as governed by the pending bankruptcy proceeding) and enforce the post-termination obligations under JND’s franchise agreements. Our claims in the adversary proceeding were for breach of the franchise agreements, trademark infringement, unfair competition, and injunctive relief. On December 31, 2025, after having been paid \$75,000 in amounts owed to us by JND and before the court made any rulings on the merits of our adversary proceeding, we settled our adversary proceeding pursuant to terms whereby we agreed to waive amounts owed by JND that had accrued post-petition; we consented to the sale of JND’s cafes to a mutually agreeable

buyer; and JND agreed that its post-termination obligations under its franchise agreements remained in full force and effect.

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 2025, the initial franchise fees ranged from \$1.00 to \$35,000. 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 the NMF Account (as defined in Item 11 below).

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⁾⁽⁴⁾	One-time implementation fee of \$145, and \$179 per month subscription fee	Implementation fee payable upon implementation/opening of the Franchised Business, and subscription fee payable monthly	You must pay us the amounts we designate for the use of our mandated back of house/back office ("BOH") system. We deduct the BOH fees from your account by electronic funds transfer. (Franchise Agreement, Section 4.C.) We do not currently charge or collect sales taxes on these fees. You are responsible for determining whether any applicable taxes apply and for reporting and paying such taxes. We reserve the right to increase these fees in accordance with Note 4 below.
Digital Ordering – Website & Mobile Application ⁽³⁾⁽⁴⁾⁽⁵⁾	Currently, \$54 per month	Payable monthly	You must participate in the digital ordering services for the website and mobile application. For the mandated digital 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 \$54, however, this amount may change if the vendor's fees change. There is also a \$50 per cafe fee if you transfer your Franchised Business. We do not currently charge or collect sales taxes on these fees. You are

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
			responsible for determining whether any applicable taxes apply and for reporting and paying such taxes. Currently, we withdraw these fees from your account by electronic funds transfer. (Franchise Agreement, Section 4.C.) We reserve the right to increase these fees in accordance with Note 4 below.
Interest Charge on Late Payments	The lower of (i) 18% per annum, or (ii) the highest rate permitted by applicable state law	On demand	Only required if payment is late. (Franchise Agreement, Section 4.I.)
Late Fee	\$25 per week (or portion thereof) and actual cost incurred by us as the result of returned ACH payments from your bank (currently \$15 for each ACH return)	On demand	\$25 per week (or portion thereof) late fee, only required if any payment is late. (Franchise Agreement, Section 4.I.) \$15 returned ACH fee, only required if payments are late due to returned ACH payments from your bank. (Franchise Agreement, Section 4.H.) This ACH fee amount may increase from time to time commensurate with any increases in underlying fees from your bank.
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.)

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Audit Fee	Cost of audit plus interest on late payment	Immediately upon determination by audit	Payable only if (i) we, or a third party selected by us, conduct an audit of your business because you failed to submit required reports or were otherwise not in compliance with our System, or (ii) we find, based on an audit, that you have understated amounts owed to us by 2% or more. (Franchise Agreement, Section 10.H.)
Transfer Fee	5% of the total sales price or \$10,000, whichever is greater; \$2,500 upon transfer of minority interest; or \$1,500 upon transfer for convenience of ownership	Before transferring	Payable when more than a 49% interest in the Franchised Business is transferred to anyone, including an unrelated third party. When less than a 49% interest in the Franchised Business is transferred to anyone, other than a direct family member or a guarantor of your obligations, the Transfer Fee is \$2,500. (Franchise Agreement, Section 13.B.) When 100% of your ownership interest in the Franchised Business is transferred to a corporate or limited liability company formed solely for the convenience of ownership, the Transfer Fee is \$1,500. (Franchise Agreement, Section 13.C.)
Management Fee	10% of Gross Sales ⁽²⁾ for the period in which we operate the Franchised Business	As agreed	Pursuant to the terms of the Franchise Agreement, payable during the period that our appointed manager manages the Franchised Business to avoid interruption of business operations, at our option, in the event that (i) you or your majority owner dies or becomes disabled, (ii) we elect to purchase the business assets upon expiration or termination of the Franchise Agreement, or (iii) you operate the Franchised Business in a manner that presents a danger to the health or safety of any person. Our management of the Franchised Business will not exceed 90 days without your consent. We will account to you for all income of the Franchised Business during the period in which our manager manages the business. (Franchise Agreement, Section 13.G.)

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
Default Cure	Our costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee	On demand	Payable if you breach or default under any provision of the Franchise Agreement, and we act to cure the default on your behalf. (Franchise Agreement, Section 14.E.)
Supplier Approval	Reasonable costs and expenses of inspection and testing currently estimated to range from \$500 to \$2,000	As invoiced	We may require you to pay us for our reasonable costs and expenses if we evaluate a proposed product, service, or supplier at your request. (Franchise Agreement, Section 6.L.)
Guest Satisfaction	Reimbursement of our costs and expenses	As invoiced	You must participate in any guest satisfaction and/or franchise compliance programs (e.g., guest surveys, mystery shoppers, social monitoring/response, guest resolution, etc.) that we designate. We may require you to reimburse us for the cost of such programs or to pay the vendors directly. You must also reimburse us if you fail to respond to and resolve any customer complaints or negative feedback, and we choose to do so on your behalf. (Franchise Agreement, Sections 6.S and 6.T.)
Indemnification	Will vary under circumstances	On demand	You must indemnify us when certain of your actions result in loss or damages to us. (Franchise Agreement, Section 17.)
Liquidated Damages	Amount equal to the average Royalty Fees for the last 12 months (or shorter period, if the Franchised Business has been in operation less than 12 months), multiplied by the lesser of: (i) 18 or (ii) the number of months	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.), or if liquidated damages are provided in a mutual termination agreement as a condition of termination. If applicable law does not permit us to collect liquidated damages, we will be entitled to collect actual damages.

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
	remaining in the term.		
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.K.)
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. (Franchise Agreement, Section 12.H.)
Relocation of Franchised Business	Will vary under circumstances	On demand	You must reimburse us for the out-of-pocket expenses we incur in helping you relocate.
Training	Currently none, however we reserve the right to charge flat fees.	As incurred	We reserve the right to charge flat fees for the following: (i) each trainee that attends initial training, (ii) participation in initial training at a certified training cafe prior to the opening of the Franchised Business, if required, and (iii) if you open more than one Franchised Business, and additional training is provided by us prior to the opening(s). Such fees will be equal to the costs to provide the training. See Item 11 of this disclosure document for additional information. (Franchise Agreement, Section 3.A.)
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⁾⁽⁴⁾	Currently \$8.00 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, MetiRi is the only approved provider of this software; however, we reserve the right to change our approved software provider, our requirements relative to the use of this software, and/or the submission of

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
			financial data, including profit and loss statements. (Franchise Agreement Section 4.C.) At this time, the fee for use of the MetiRi software is a monthly subscription fee of \$8.00. Currently, this fee is not being collected from franchisees; however, we reserve the right to require franchisees to pay this fee to us via electronic funds transfer for pass-through to the approved provider. We further reserve our right to increase this fee in accordance with Note 4 below.
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 ⁽⁴⁾	Will vary under circumstances	On demand	We may conduct or require third-party inspections to assess compliance with System Standards. If you fail an inspection, we may require a re-inspection at your expense. If you fail a re-inspection, we may require a follow-up training inspection at your expense. In addition, we may require you to reimburse us for reasonable travel, lodging, meals, and other living expenses incurred in connection with any inspection, re-inspection, or training inspection. We reserve the right to modify the circumstances under which these fees are charged and the type of inspection required, including requiring additional or different inspections or audits, in accordance with the Franchise Agreement. Fees may be paid to us or directly to the third-party service provider but are currently paid to us and then we pay the third-party service provider on your behalf. Fees are currently \$209 for a re-inspection and \$259 for a training inspection. We reserve the right to increase these fees in accordance with Note 4 below. (Franchise

Type of Fee ⁽¹⁾	Amount	Due Date	Remarks
			Agreement, Section 6.N.)
Tropical Smoothie Cafe® Loyalty Platform and Owned Digital Marketing Programs ⁽³⁾⁽⁴⁾	\$75 per month per cafe	Payable monthly	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. Currently, we withdraw the fee from your account by electronic funds transfer. (Franchise Agreement, Section 6.R.) We reserve the right to increase this fee in accordance with Note 4 below.
Gift Card Transaction Fee ⁽³⁾⁽⁴⁾	\$0.16 per qualified transaction, or \$18 per month per cafe, whichever is less	Payable monthly	You are required to participate in our gift card program, which includes digital gift cards purchased online and physical gift cards purchased in-cafe, and may in the future include physical gift cards purchased at retailers. You must pay a monthly fee in connection with each qualified gift card transaction that occurs at your Franchised Business, including loading a gift card balance, redeeming a gift card balance, and checking the gift card balance. The fee is currently \$0.16 per qualified transaction, and is capped at \$18 per month per cafe. Currently, we withdraw the fee from your account by electronic funds transfer. We reserve the right to increase these fees in accordance with Note 4 below.

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.

(4) We reserve the right, at any time, add, modify, or aggregate technology-related fees (including into a consolidated monthly technology fee) for new, different and/or additional technology, and/or increase those fees in an amount equal to the cost to provide the applicable products and services (including increases in those costs since the fee was last established or increased), plus up to an additional 20% of such costs. We may increase these fees at any time, provided however that such increase will never be more than the amount equal to any increase in the costs to provide the products and services associated with these fees since the last time the fee was established or increased, plus an additional 20% of the total cost.

(5) We anticipate transitioning to a new digital ordering platform in 2026. In connection with such transition, the fees associated with digital ordering, including the separate per-transaction fee currently paid directly to the vendor, may be restructured and paid to us instead. The total amount of such fees has not yet been determined, but we expect that the amount will be equal to the costs to provide the products and services associated with digital ordering, plus up to an additional 20% of such costs. We reserve the right to increase these fees in accordance with Note 4 above.

We also anticipate implementing ordering kiosks and an updated catering program in 2026–2027. These offerings will involve additional monthly and/or per-transaction digital ordering fees. The total amount of such fees has not yet been determined, but we expect that the amount will be equal to the costs to provide the products and services associated with digital ordering, plus up to an additional 20% of such costs. We reserve the right to increase these fees in accordance with Note 4 above.

ITEM 7. ESTIMATED INITIAL INVESTMENT**YOUR ESTIMATED INITIAL INVESTMENT**
END-CAP OR IN-LINE LOCATION*

Type of Expenditure	Amount	Method of payment	When Due	To Whom Payment is to Be Made
INITIAL FRANCHISE FEE ⁽¹⁾	\$17,500 to \$35,000	Lump sum	When the Franchise Agreement is signed	Us
PROFESSIONAL FEES ⁽²⁾	\$4,500 to \$30,000	As arranged	Before opening and as incurred	Designated Licensed Architect, Attorney/Accountant
RESTAURANT FIXTURES, FURNITURE AND EQUIPMENT (including point of sale/cash register system) ⁽³⁾	\$131,500 to \$184,000	Lump sum	As arranged	Designated Equipment Vendor
LEASEHOLD IMPROVEMENTS ⁽⁴⁾	\$104,000 to \$370,000	Lump sum	Before opening	Designated Licensed Contractor or Designated Source
SIGNAGE	\$5,000 to \$22,000	Lump sum	Before opening	Suppliers
INITIAL INVENTORY ⁽⁵⁾	\$5,500 to \$17,000	Lump sum	Before opening	Suppliers
INITIAL TRAINING EXPENSES ⁽⁶⁾	\$500 to \$15,000	Lump sum	As incurred	Your Employees, Suppliers of Transportation, Food, Lodging
INITIAL DEPOSITS ⁽⁷⁾	\$500 to \$35,000	As arranged	As incurred	Landlord, Utility Providers, Insurance Companies, & Government Agencies
GRAND OPENING CONTRIBUTION ⁽⁸⁾	\$5,000 to \$10,000	Lump Sum	When the Franchise Agreement is	Us

Type of Expenditure	Amount	Method of payment	When Due	To Whom Payment is to Be Made
			signed	
ADDITIONAL FUNDS (WORKING CAPITAL) (3 months) ⁽⁹⁾	\$1,500 to \$52,500	As needed	As needed	Third parties
TOTAL ⁽¹⁰⁾	\$275,500 to \$770,500			

*The amounts provided in this table are based on estimated costs reported to us by franchisees in 2025 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 2025, 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, 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 \$131,500 to \$184,000, 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. Currently you are not required to purchase point-of-sale (“POS”) equipment for your Franchised Business, but you may be required to do so in the future, in our sole discretion, and in such event, your initial costs related to the POS may be higher than those described herein. Currently, rather

than purchasing POS equipment, 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 first quarter of 2027. Our best estimate at this time is that the initial costs for the hardware and installation of the kiosk(s) for the standard configuration will be between \$10,000-\$15,000, and that the ongoing monthly costs for software will be between \$200-\$300. We anticipate that these initial costs for hardware and installation would be paid directly to the approved supplier for the kiosks and ongoing costs will be paid to us. 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 2025, 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 allowance (“**TI Allowance**”) and initial free rent, which, if available, will reduce the effective cost of your build-out. Not all landlords provide a TI Allowance. Whether your landlord provides a TI Allowance, and the amount of the allowance, will depend on your landlord and the terms you negotiate in your lease. The range for leasehold improvements shown in the chart above are presented net of the average TI Allowance franchisees reported to us for 2025, which was \$44,000. If you do not receive a TI Allowance, your actual costs will be higher than those reflected in the chart above. The amount of landlord incentives, including TI Allowance, 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, including TI Allowance, 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; however, in the future we may require you to purchase certain products, equipment, or services directly from us or our affiliates (for example in connection with our digital ordering including the website and mobile application, loyalty programs, or kiosk software), and you may be required to pay to us fees for such items as part of the technology-related fees referenced in Item 6. During 2025, we did not derive any revenue from direct sales of products, equipment, or services to franchisees. We and our affiliates reserve the right to become an Approved Supplier, or the only Approved Supplier, for any products, equipment, 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. When you open your Franchised Business, you will be required to report your initial investment costs to us within 90 days of opening pursuant to Section 5.D of the Franchise Agreement.

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 December 30, 2024 to December 28, 2025, we received rebates of \$35,708,959, which amounted to approximately 17% of our total revenues of \$207,578,583. 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 2025, we 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 the NMF Account. 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 from receiving supplier rebates, we 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.	Items 5, 7, 8 and 11
c. Site development	Sections 5.D. and 5.H.	Items 5, 7, 8 and 11
d. Initial and ongoing training	Sections 5.G., 5.I., 6.E., and 6.F.	Item 11
e. Opening	Sections 5.F., 5.H. and 5.I.	Item 11
f. Fees	Sections 4, 6.J, 6.K., 10.H., 11.C., 13.B., 13.G., 14. E., 15.D., 17, and 18.	Items 5 and 6
g. Compliance with System Standards and policies/operating manuals	Sections 5, 6, 8, and 10	Item 11
h. Trademarks & proprietary information	Sections 7 and 9	Items 13 and 14
i. Restrictions on Products and Services Offered	Section 6	Items 8 and 16
j. Warranty and customer service requirements	Sections 6.A.9. and 6.A.14.	Item 6
k. Territorial development and sales quota	Not applicable	Not applicable
l. Ongoing product/service purchases	Section 6	Item 8
m. Maintenance, appearance and remodeling requirements	Sections 6.A., 6.H., and 6.J.	Item 11
n. Insurance	Section 12	Items 7 and 8
o. Advertising	Section 11	Items 6, 8 and 11
p. Indemnification	Section 17	Item 6
q. Owners participation/management/staffing	Sections 6.A. and 6.C.	Items 11 and 15
r. Records and reports	Section 10	Item 17
s. Inspections and audits	Section 10.H.	Items 6 and 11
t. Transfer	Section 13	Items 6 and 17
u. Renewal	Section 2.B.	Items 6 and 17
v. Post-termination obligations	Sections 15 and 16.B.	Item 17
w. Non-competition covenants	Section 16	Item 17
x. Dispute resolution	Section 18	Item 17

OBLIGATION	SECTION IN AGREEMENT	DISCLOSURE DOCUMENT ITEM
y. Owner's Guaranty	Section 6.B.3.; and Exhibit E to this disclosure document	Item 15

ITEM 10. FINANCING

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

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

Except as listed below, we are not required to provide you with any assistance. The assistance described in the sections titled "*Pre-Opening Obligations*" and "*Continuing Obligations*" below may be provided directly by us or through one or more of our affiliates. References in the sections titled "*Pre-Opening Obligations*" and "*Continuing Obligations*" below to "we", "us", "our" and the like, are inclusive of our affiliates.

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

1. If the location for your Franchised Business has not been accepted at the time you sign the Franchise Agreement, we will designate a geographic area (the "**Designated Area**") within which the Franchised Business is to be located. The Designated Area for your Franchised Business will be inserted into the Franchise Agreement before you sign the Franchise Agreement. The Designated Area is delineated for the sole purpose of site selection and does not confer any territorial exclusivity or protection. (Section 5.A. of the Franchise Agreement)
2. We will provide to you our criteria for Tropical Smoothie Cafe Restaurants. We will review and advise you regarding potential locations that you submit to us. (Section 3.A.1. of the Franchise Agreement). Generally, we do not own the premises and do not lease it to you.
3. We will review, accept, or reject your site for the Franchised Business in the Designated Area. (Section 5.A. of the Franchise Agreement). We will use reasonable efforts to accept or reject a site that you propose within 30 days after we receive from you a complete site report and any other materials that we may require for assessing potential. If you have not heard from us within such 30-day period, the proposed site is deemed rejected. The factors that will affect our acceptance include demographic characteristics of the proposed site, traffic patterns, parking, the predominant character of the neighborhood, competition from other businesses providing similar services within the area, the proximity to other businesses (including other Tropical Smoothie Cafe Restaurants), the nature of other businesses in proximity to the proposed site, and other commercial characteristics (including the purchase price or rental obligations and other lease terms for the proposed site) and the size of the premises, appearance and other physical characteristics of the premises, financing, building permits, zoning, local ordinances, and anticipated timetable for the installation of equipment, furniture and signs. You must acquire your site (by purchase, lease, or sublease) within 6 months of the date of your Franchise Agreement. You must open your Franchised Business within one year of the date of your Franchise Agreement. If you fail to do so, we may terminate the Franchise Agreement. (Sections 5.A., 5.C., and 5.D. of the Franchise Agreement).

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

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

5. We will provide to you our mandatory and suggested specifications and layouts for a Tropical Smoothie Cafe Restaurant, including requirements for dimensions, design, color scheme, image, interior layout, décor, furnishings, equipment, signs, fixtures, opening inventory, and supplies. (Section 3.A.2. of the Franchise Agreement). We do not deliver or install any of these items.

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

6. We will provide, or grant access to, our lists of approved suppliers. (Section 3.A.3. of the Franchise Agreement).
7. Upon your request, we will review and advise you regarding your pre-opening business plan. (Section 3.A.4. of the Franchise Agreement).
8. If the Franchise Agreement relates to your first Tropical Smoothie Cafe Restaurant, we will provide our initial training program, which is described below. (Section 3.A.5. of the Franchise Agreement). Training for additional cafes may vary based on the needs of the franchisee.
9. We will have a representative support your business opening with at least 5 days on-site opening assistance (but if you already have 1 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 provide you with 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 the NMF Account.

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 4% 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 28, 2025, the National Marketing Fees were used as follows: 90% for marketing communications (including 77% for placement and 13% for production costs); 3% for research; 6% 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, as well as our employees. It is advisory only and does not have decision making authority. Currently, franchisees may complete an application to join the marketing committee at any time, and we and the then-current marketing committee chair determine, in our sole discretion, if franchisees are approved to join the marketing committee. 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, 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.C. of the Franchise Agreement).

We reserve the right to require cooperative members to adhere to governing documents that we develop. You may also be required to submit monthly financial statements for the cooperative. We will have the power to require a cooperative to be 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.C. 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 Schedule

<u>Franchisee Orientation– Approximately 2-3 Months Before Opening</u>			
Virtual Classroom Training*			
Subject	Hours of Classroom Training	Hours of On-the-Job Training	Location
Brand Overview	.5	–	Virtual
Marketing	1.5	–	Virtual
Supply Chain	1	–	Virtual
Trademarks, Insurance and Lease Submission	.5	–	Virtual
Operations and Training	1.5	–	Virtual
Technology	1	–	Virtual
HR 101	1.5	–	Virtual
<u>Phase 2 In Cafe Training – 2 Weeks in Cafe or 3 Weeks in Cafe Training for Cafes with a Drive-Thru</u>			

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), BOH System (L), Receiving/ Storing (L), Learn, (P) Practice.	–	40	Existing Tropical Smoothie Cafe Restaurant as selected by your Regional Vice President (RVP) and/or Franchise Business Consultant (FBC).
Week Two: 5 Days			
Taking Orders: POS, Hospitality, Suggestive Selling, SMG Food: Thawing Procedures, Food Ingredient Prep, Food Line Schematic, Oven, Preparing Food. Management Tasks: Inventory (P), Scheduling (P), Ordering (P), Receiving/Storing (P), Management POS Tasks (L), Cash Management (L)	–	40	Existing Tropical Smoothie Cafe Restaurant as selected by your RVP and/or FBC.
Week Three (Drive Thru Only): 5 Days			
Drive Thru: Taking orders, Speed of Service, Hospitality, Equipment, Practice Management Tasks: Practice all management tasks	–	40	Existing Tropical Smoothie Cafe Restaurant as selected by your RVP and/or FBC.
NEW CAFE OPENING			
When the restaurant is ready to open, a member of the Cafe Opening Team, your RVP and/or FBC will assist with opening the restaurant.	–	80	Your Franchised Business
TOTALS	7.5	200	

*In 2027, we anticipate transitioning this virtual classroom training into in-person classroom training held at our Support Center located in Atlanta, Georgia. When we transition to in-person training, the specific training content and related hours may be different from (but not less than) what is shown in the chart above. 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 our personnel or other personnel approved by us and is overseen by the individuals listed below. Their experience relating to the subjects taught and our operations are as follows:

Patricia Walker has over 25 years of experience in this field. They have been TSC's Director of Operations, Menu, and Training since June 2025. Prior to that position, they served as TSC's Director of Operations from January 2024 to June 2025. From April 2022 to February 2024, they were Manager of Furniture, Fixtures, and Equipment for Supply Management Services in Atlanta, Georgia. From February 2018 to April 2022, they were Manager, Operations Integration for Inspire Brands in Atlanta, Georgia.

Malissa Amos has over 15 years of experience in this field. They have been TSC's Director of Cafe Opening and Training Support since February 2026. Prior to that position, they served as TSC's Manager of New Cafe Opening Support from March 2022 to February 2026, and as one of TSC's New Cafe Openers from July 2019 to March 2022.

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. They have more than 30 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 7.5 hours of classroom training, which is currently offered through a virtual training session, but in 2027 the classroom training may begin to be held in-person, in which case the specific training content and related hours may be different from (but not less than) what is shown in the chart above. The classroom training is followed by Phase 2, which is two to three weeks of in-cafe training (two weeks for cafes without a drive-thru and three 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 the Regional Vice President and/or the Franchise Business Consultant who is responsible for the area where your Franchised Business is located or, at your election, by an existing franchisee, at an existing Tropical Smoothie Cafe Restaurant.

We reserve the right to charge a flat training fee for each person who attends initial training, and the amount of such fee will equal our actual costs to provide the training; however, currently we do not charge a fee. Currently, if you elect to complete Phase 2 of the initial training at an existing Tropical Smoothie Cafe Restaurant, the franchisee who owns that Tropical Smoothie Cafe Restaurant may require you to pay a training fee to them directly. Any such fee is determined solely by the hosting franchisee, and we do not determine or control the amount or collection of those fees.

In all cases, you are responsible for the travel and living expenses of yourself and 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. Fees for such training may include a flat fee payable to us, a fee that we retain in part and distribute in part to the certified cafe, and/or other training-related charges that we may establish from time to time.

Franchisees that operate certified cafes may be eligible to receive a portion of the training fees paid by attendees.

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 national conventions and/or regional roadshows per calendar year, as well as conference telephone calls or webinars, 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, power management device, 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. 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**”); however, we may allow or require you to purchase the hardware for the POS System in the future, and in such event your initial and ongoing costs related to the POS System may be different than those costs described herein. 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. The BOH system includes tools for, among other things, sales forecasting, inventory management, and labor scheduling. The labor scheduling tool is bundled as part of the cost of the BOH system, but you may use or not use it at your election. Franchisees are solely responsible for all employment-related decisions and practices at their restaurants, and we do not control or direct hiring, firing, wages, scheduling, staffing levels, supervision, or other terms and conditions of employment. 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 (“**PCI-DSS**”). As part of your compliance, you must utilize our designated managed firewall and internet provider. The provider will configure the firewall to comply with PCI-DSS. The managed firewall collects general network data, including among other items, network traffic metadata and traffic logs. You will pay \$315 per month (exclusive of taxes and other fees) to our designated managed firewall and internet provider. This fee covers the cost of required standard equipment and services, including firewall, internet and phone service, and ongoing support and monitoring. If you add or require additional equipment or services (for example, additional phone lines or wireless access points) your monthly fee will increase in accordance with the then-current price schedule established by the provider. One-time installation or activation charges for add-ons may also apply and the amounts are established by the provider.

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 we reserve our right to increase this fee in accordance with Item 6. In addition, you must participate in digital ordering and pay a monthly fee, which is currently \$54 per month, but we reserve our right to increase this fee in accordance with Item 6. You must also pay a per transaction fee, on a monthly basis, for all digital orders (including third party delivery) either directly to our preferred vendor or to us, and that fee is currently a \$0.032 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 for both you and your employees, 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, MetiRi is the only approved provider of this software; however, 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. See Item 6 for additional information regarding MetiRi. At this time, the fee for use of the MetiRi software is a monthly subscription fee of \$8.00. Currently, this fee is not being collected from franchisees; however, we reserve the right to require franchisees to pay this fee to us via electronic funds transfer for pass-through to the approved provider. We further reserve our right to increase this fee in accordance with Item 6.

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 first quarter of 2027. 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-\$15,000, and that the ongoing monthly costs for software will be between \$200-\$300; and we anticipate that these initial costs for hardware and installation would be paid directly to the approved supplier for the kiosks and ongoing costs will be paid to us. 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 12 months. Factors affecting this time frame 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 have been applied for or are registered on the Principal Register of the United States Patent and Trademark Office (the "USPTO"):

TRADEMARK	REGISTRATION OR SERIAL NUMBER	REGISTRATION OR APPLICATION 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 (renewed December 10, 2024)
TROPICAL SMOOTHIE CAFE (and Design)	4,756,680	June 16, 2015 (renewed September 3, 2025)
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 January 22, 2026)
EAT BETTER. FEEL BETTER.	3,287,599	September 4, 2007 (renewed November 26, 2016)

TRADEMARK	REGISTRATION OR SERIAL NUMBER	REGISTRATION OR APPLICATION DATE
EAT BETTER. FEEL BETTER. (and Design)	3,517,255	October 14, 2008 (renewed November 9, 2017)
ISLAND GREEN	4,804,094	September 1, 2015 (renewed December 9, 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
EAT SOME GOOD!	Serial: 99555038	Application Date: December 18, 2025

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 provide you with electronic access to 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.

All information that we provide to you, including but not limited to personally identifiable information, for your use in connection with operating the Franchised Business during the term of your Franchise Agreement is our property. You may not use any such information after the expiration or termination of your Franchise Agreement, except as expressly permitted by us in writing in the Manuals or otherwise. All information we obtain from you or about your Franchised Business or its guests or prospective guests, including but not limited to personally identifiable information, under the Franchise Agreement or any related agreement, or otherwise related to your Franchises Business (“**Information**”), and all revenues we derive from the Information will also be our property (except for Information you provide with respect to yourself and any affiliates, including your or your affiliates’ respective officers, directors, shareholders, partners or members), which we may use for any reason as we consider necessary or appropriate, in our judgment, including making financial performance representations in our Franchise Disclosure Documents. Notwithstanding the foregoing, you may, at your own risk, use the Information during the term of your Franchise Agreement and solely in connection with the operation of your Franchised Business, only if (i) we authorize specific uses of guest or prospective guest information by you in writing from time to time and (ii) you comply with all applicable laws in the use of the Information. You must abide by all applicable laws pertaining to the privacy and security of personal information, including, without limitation, local, regional and national requirements applicable to your Franchised Business (“**Privacy Laws**”). In addition, you must comply with our standards and policies pertaining to the privacy and security of personal information, customer relationships and Privacy Laws.

Although neither we nor any predecessor has filed an application for copyright registration for the Tropical Smoothie Cafe mobile application (the “**Mobile App**”), or the back-of-house, back-office, or other systems that are used in connection with Tropical Smoothie Cafe operations (collectively, the “**Other Systems**”), we claim copyrights the original content, materials, and software of the Mobile App, and we claim copyrights the original content and materials of the Other Systems. To the extent the Mobile App, Other Systems, or any related platform, program, or system, is provided by third-party vendors or suppliers, such vendors and suppliers may claim copyrights or other intellectual property rights in their respective platforms, programs, or systems. The information contained in the Mobile App and Other Systems constitutes Confidential Information. You may not copy, reproduce, distribute, or otherwise use the Mobile App, Other Systems, or any portion thereof except as expressly authorized by us, and you must promptly notify us of any unauthorized use of the Mobile App, Other Systems, or the content of the Mobile App or Other Systems.

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.

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 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 business	Section 15.I.	We have the right to purchase any or all of the tangible assets of the Franchised Business at your cost or fair market value, whichever is less, by written notice to you within 30 days after termination or expiration of the Franchise Agreement.
p. Death or incapacity of franchisee	Section 13.E.	The interest must be assigned to an approved transferee within nine months. The transfer is subject to our approval. If the transfer is to a family member of yours, then (i) we will approve the transfer so long as the family member meets our standards for new franchisees and completes our training, and (ii) the transfer will not be subject to our right of first refusal.
q. Non-competition covenants during the term of the franchise	Section 16.A.	You and your owners may not: (a) divert any business or customer to a competitor, or do or perform any act injurious or prejudicial to the goodwill of the Marks and 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).
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 2025 for 1,431 Restaurants; (b) the calendar year 2024 for 1,268 Restaurants; and (c) the calendar year 2023 for 1,151 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 28, 2025, December 29, 2024, and December 31, 2023, 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 2025, 2024, and 2023 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, 129 of the 358 Restaurants in the top 25% for 2025 (or 36%), 119 of the 317 Restaurants in the top 25% for 2024 (or 38%), and 109 of the 228 Restaurants in the top 25% for 2023 (or 38%), achieved or surpassed that average.

Average Net Revenues in 2025

	Top 10%	Top 25%	Top 50%	Top 75%	Total
No. of Restaurants	144	358	716	1,073	1,431
Avg. Net Revenues	\$1,709,270	\$1,457,288	\$1,251,191	\$1,108,190	\$978,298
Median Net Revenues	\$1,630,251	\$1,369,487	\$1,163,683	\$1,046,010	\$931,173
No. that Attained or Surpassed Stated Result in Category (Cumulative)	53	129	274	436	643
Percent that Attained or Surpassed Stated Result in Category (Cumulative)	37%	36%	38%	41%	45%
Range (Lowest-Highest)	\$1,433,923 - \$3,386,973	\$1,163,685 - \$3,386,973	\$931,173 - \$3,386,973	\$720,809 - \$3,386,973	\$270,301 - \$3,386,973

	Bottom 10%	Bottom 25%	Bottom 50%	Bottom 75%	Total
No. of Restaurants	144	358	716	1,073	1,431
Avg. Net Revenues	\$492,972	\$588,985	\$705,338	\$818,485	\$978,298
Median Net Revenues	\$510,393	\$604,455	\$720,632	\$815,579	\$931,173

No. that Attained or Fell Below Stated Result in Category (Cumulative)	79	194	385	532	643
Percent that Attained or Fell Below Stated Result in Category (Cumulative)	55%	54%	54%	50%	45%
Range (Lowest-Highest)	\$270,301 - \$569,495	\$270,301 - \$720,455	\$270,301 - \$931,173	\$270,301 - \$1,163,680	\$270,301 - \$3,386,973

As of December 28, 2025, there were 1,650 franchised Restaurants and 1 company-owned Restaurant. Of the 1,650 franchised Restaurants, 1,485 were franchised Restaurants that had been open for at least 12 months as of December 28, 2025. Of the 1,485 Restaurants, 33 restaurants were excluded since they were non-traditional locations. Of the 1,452 Restaurants, 21 were excluded since they were not open for at least 357 days in 2025 (51 out of 52 weeks in 2025 fiscal year). Of the 1,431 Restaurants referenced in the above table, all reported sufficient financial performance information to be included in this financial performance representation.

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	
Avg. Net Revenues	\$516,181	\$613,046	\$731,813	\$845,700	\$1,005,063
Median Net Revenues	\$526,032	\$631,183	\$737,143	\$853,345	\$954,743
No. that Attained or Fell Below Stated Result in Category (Cumulative)	56	139	311	466	706
Percent that Attained or Fell Below Stated Result in Category (Cumulative)	44%	44%	49%	49%	56%
Range (Lowest-Highest)	\$287,633 - \$602,627	\$287,633 - \$738,174	\$287,633 - \$958,465	\$287,633 - \$1,199,036	\$287,633 - \$2,643,873

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

Average Net Revenues in 2023

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

	Bottom 10%	Bottom 25%	Bottom 50%	Bottom 75%	Total
No. of Restaurants	115	288	575	863	1,151
Avg. Net Revenues	\$488,807	\$592,141	\$710,238	\$825,399	\$979,491
Median Net Revenues	\$510,217	\$603,019	\$731,860	\$823,890	\$944,699
No. that Attained or Fell Below Stated Result in Category (Cumulative)	74	157	321	431	621
Percent that Attained or Fell Below Stated Result in Category (Cumulative)	64%	55%	56%	50%	54%
Range (Lowest-Highest)	\$302,973 - \$572,001	\$302,973 - \$733,453	\$302,973 - \$944,455	\$302,973 - \$1,180,001	\$302,973 - \$2,803,009

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

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 28, 2025, December 29, 2024, and December 31, 2023, 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 31, 2023, December 29, 2024, and December 28, 2025

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2023	1197	1371	+174
	2024	1371	1514	+143
	2025	1514	1650	+136
Company-Owned	2023	1	1	0
	2024	1	1	0
	2025	1	1	0
Total Outlets	2023	1198	1372	+174
	2024	1372	1515	+143
	2025	1515	1651	+136

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years Ending December 31, 2023, December 29, 2024, and December 28, 2025

State	Year	Number of Transfers
Alabama	2023	0
	2024	3
	2025	0
Arizona	2023	4
	2024	0
	2025	0
Arkansas	2023	0
	2024	7
	2025	1
California	2023	1
	2024	0
	2025	0
Colorado	2023	0
	2024	11
	2025	1
Connecticut	2023	2
	2024	0
	2025	0
Delaware	2023	0
	2024	1
	2025	0
District of Columbia	2023	0
	2024	0

State	Year	Number of Transfers
	2025	0
Florida	2023	28
	2024	10
	2025	9
Georgia	2023	2
	2024	7
	2025	4
Hawaii	2023	0
	2024	0
	2025	0
Idaho	2023	0
	2024	0
	2025	0
Illinois	2023	0
	2024	0
	2025	3
Indiana	2023	0
	2024	1
	2025	6
Kansas	2023	0
	2024	0
	2025	0
Kentucky	2023	0
	2024	2
	2025	4
Louisiana	2023	0
	2024	0
	2025	0
Maine	2023	0
	2024	0
	2025	0
Maryland	2023	3
	2024	0
	2025	1
Massachusetts	2023	2
	2024	0
	2025	1
Michigan	2023	4
	2024	4
	2025	0
Minnesota	2023	0
	2024	0
	2025	1
Mississippi	2023	0
	2024	0
	2025	0
Missouri	2023	1

State	Year	Number of Transfers
	2024	3
	2025	1
Montana	2023	0
	2024	0
	2025	0
Nevada	2023	0
	2024	0
	2025	4
New Hampshire	2023	0
	2024	0
	2025	0
New Jersey	2023	0
	2024	0
	2025	0
New Mexico	2023	0
	2024	0
	2025	0
New York	2023	3
	2024	5
	2025	6
North Carolina	2023	1
	2024	5
	2025	6
North Dakota	2023	0
	2024	0
	2025	0
Ohio	2023	0
	2024	3
	2025	1
Oklahoma	2023	1
	2024	0
	2025	7
Oregon	2023	0
	2024	0
	2025	0
Pennsylvania	2023	1
	2024	4
	2025	7
Rhode Island	2023	2
	2024	0
	2025	0
South Carolina	2023	2
	2024	2
	2025	7
South Dakota	2023	0
	2024	0
	2025	0

State	Year	Number of Transfers
Tennessee	2023	2
	2024	0
	2025	2
Texas	2023	9
	2024	6
	2025	6
Utah	2023	0
	2024	0
	2025	0
Vermont	2023	0
	2024	0
	2025	0
Virginia	2023	6
	2024	5
	2025	4
West Virginia	2023	0
	2024	0
	2025	0
Wisconsin	2023	3
	2024	0
	2025	0
Wyoming	2023	0
	2024	0
	2025	0
Total	2023	77
	2024	79
	2025	81

Table No. 3
Status of Franchised Outlets
For Years Ending December 31, 2023, December 29, 2024 and December 28, 2025

State	Year	Outlets at the Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Alabama	2023	25	4	0	0	0	0	29
	2024	29	4	0	0	0	0	33
	2025	33	0	0	0	0	0	33
Alaska	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Arizona	2023	17	7	0	0	0	0	24
	2024	24	7	0	0	0	2	29
	2025	29	8	13 ¹	0	0	2	22
Arkansas	2023	32	2	0	1	0	1	32

State	Year	Outlets at the Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
	2024	32	0	0	0	0	0	32
	2025	32	2	1	0	0	1	32
California	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Colorado	2023	15	0	1	0	0	0	14
	2024	14	1	0	0	0	0	15
	2025	15	0	0	0	0	1 ²	14
Connecticut	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	3	0	0	0	0	6
Delaware	2023	4	0	0	0	0	0	4
	2024	4	3	0	0	0	0	7
	2025	7	0	0	0	0	0	7
District of Columbia	2023	5	1	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	1	0	1	0	0	6
Florida	2023	190	15	0	0	0	0	205
	2024	205	13	2	0	0	1	215
	2025	215	9 ³	4 ³	0	0	3 ⁴	217
Georgia	2023	46	6	0	0	0	0	52
	2024	52	7	0	0	0	0	59
	2025	59	18	0	0	0	0	77
Hawaii	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Idaho	2023	5	1	0	0	0	0	6
	2024	6	0	0	0	0	0	6
	2025	6	1	0	0	0	1	6
Illinois	2023	43	12	0	0	0	0	55
	2024	55	8	0	0	0	2	61
	2025	61	8	0	0	0	1 ⁵	68
Indiana	2023	10	4	0	0	0	0	14
	2024	14	2	0	0	0	0	16
	2025	16	8	0	0	0	0	24
Iowa	2023	6	3	0	0	0	0	9
	2024	9	2	0	0	0	0	11
	2025	11	1	0	0	0	0	12
Kansas	2023	10	3	0	0	0	0	13
	2024	13	1	0	0	0	0	14
	2025	14	1	0	0	0	0	15
Kentucky	2023	13	10	0	0	0	0	23
	2024	23	6	0	0	0	0	29
	2025	29	3	0	0	0	0	32

State	Year	Outlets at the Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Louisiana	2023	11	4	0	0	0	0	15
	2024	15	1	0	0	0	0	16
	2025	16	2	0	0	0	0	18
Maine	2023	2	0	0	0	0	0	2
	2024	2	0	0	0	0	0	2
	2025	2	0	0	0	0	0	2
Maryland	2023	57	6	0	0	0	0	63
	2024	63	7	0	0	0	0	70
	2025	70	2	1	0	0	1 ⁶	70
Massachusetts	2023	12	4	0	0	0	1	15
	2024	15	5	0	0	0	0	20
	2025	20	10	0	0	0	0	30
Michigan	2023	116	3	0	0	0	0	119
	2024	119	5	1	0	0	0	123
	2025	123	1	0	0	0	0	124
Minnesota	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Mississippi	2023	5	2	0	0	0	0	7
	2024	7	1	0	0	0	0	8
	2025	8	3	0	0	0	0	11
Missouri	2023	19	3	0	0	0	0	22
	2024	22	4	0	0	0	0	26
	2025	26	4	1	0	0	0	29
Montana	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Nebraska	2023	2	1	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
Nevada	2023	25	0	0	0	0	0	25
	2024	25	0	1	0	0	1	23
	2025	23	1 ⁷	0	0	0	1	23
New Hampshire	2023	4	1	0	0	0	0	5
	2024	5	2	0	0	0	0	7
	2025	7	1	1	0	0	0	7
New Jersey	2023	7	3	0	0	0	0	10
	2024	10	7	0	0	0	1	16
	2025	16	12	0	0	0	0	28
New Mexico	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
	2025	3	0	0	0	0	0	3
New York	2023	40	9	0	0	0	0	49
	2024	49	9	0	0	0	1	57

State	Year	Outlets at the Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
	2025	57	5 ⁸	0	0	0	0	62
North Carolina	2023	62	6	0	0	0	0	68
	2024	68	3	0	0	0	2	69
	2025	69	12	0	0	0	0	81
North Dakota	2023	2	1	0	0	0	0	3
	2024	3	1	0	0	0	0	4
	2025	4	0	0	0	0	0	4
Ohio	2023	42	13	0	0	0	0	55
	2024	55	10	0	0	0	0	65
	2025	65	4	0	0	0	0	69
Oklahoma	2023	34	4	0	0	0	0	38
	2024	38	1	0	0	0	0	39
	2025	39	0	0	0	0	0	39
Oregon	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Pennsylvania	2023	26	5	0	0	0	0	31
	2024	31	11	0	0	0	0	42
	2025	42	6	0	0	0	0	48
Rhode Island	2023	3	0	0	0	0	0	3
	2024	3	2	0	0	0	0	5
	2025	5	2	0	0	0	0	7
South Carolina	2023	34	3	0	0	0	0	37
	2024	37	4	0	0	0	0	41
	2025	41	7	0	0	0	1	47
South Dakota	2023	4	1	0	0	0	0	5
	2024	5	0	0	0	0	0	5
	2025	5	1	0	0	0	0	6
Tennessee	2023	20	5	0	0	0	0	25
	2024	25	8	0	0	0	0	33
	2025	33	8	0	0	0	0	41
Texas	2023	99	22	0	0	0	1	120
	2024	120	20	0	0	0	2	138
	2025	138	15 ⁹	0	0	0	0	153
Utah	2023	10	6	1	0	0	0	15
	2024	15	2	0	0	0	0	17
	2025	17	1	0	0	0	0	18
Vermont	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Virginia	2023	115	5	0	0	0	0	120
	2024	120	3	0	0	0	2	121
	2025	121	3 ¹⁰	0	0	0	0	124

State	Year	Outlets at the Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations – Other Reasons	Outlets at End of the Year
Washington	2023	2	0	0	0	0	0	2
	2024	2	0	1	0	0	0	1
	2025	1	0	0	0	0	0	1
West Virginia	2023	1	0	0	0	0	0	1
	2024	1	0	0	0	0	0	1
	2025	1	0	0	0	0	0	1
Wisconsin	2023	13	5	0	0	0	0	18
	2024	18	2	0	0	0	0	20
	2025	20	6	0	0	0	0	26
Wyoming	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Total	2023	1197	180	2	1	0	3	1371
	2024	1371	162	5	0	0	14	1514
	2025	1514	170	21	1	0	12	1650

Footnotes:

¹ As of the date of issuance, 10 of the 13 terminated AZ outlets listed above have been reopened by other franchisees.

² As of the date of issuance, we anticipate the 1 ceased operations CO outlet listed above will be relocated and reopened by the same franchisee.

³ 1 of the 4 terminated FL outlets listed above was reopened by another franchisee and that reopening is included in the 9 opened FL outlets listed above.

⁴ As of the date of issuance, 1 of the 3 ceased operations FL outlets listed above has been reopened by another franchisee.

⁵ As of the date of issuance, we anticipate the 1 ceased operations IL outlet listed above will be relocated and reopened by the same franchisee.

⁶ As of the date of issuance, we anticipate the 1 ceased operations MD outlet listed above will be relocated and reopened by the same franchisee.

⁷ The 1 opened NV outlet listed above was a reopening by the same franchisee of a previously ceased operations NV outlet from 2024.

⁸ 1 of the 5 opened NY outlets listed above was a relocation and reopening by the same franchisee of a previously ceased operations NY outlet from 2024.

⁹ 1 of the 15 opened TX outlets listed above was a relocation and reopening by the franchisee of a previously ceased operations TX outlet from 2024.

¹⁰ 1 of the 3 opened VA outlets listed above was a relocation and reopening by the same franchisee of a previously ceased operations VA outlet from 2024, and another 1 one of the 3 opened VA outlets listed above was a reopening of by the same franchisee of a previously ceased operations VA from 2024.

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	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Total	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1

Table No. 5
Projected Openings as of December 28, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In the Next Fiscal Year (2026)	Projected New Company-Owned Outlet In the Next Fiscal Year (2026)
Alabama	13	2	0
Alaska	0	0	0
Arizona	18	4	0
Arkansas	0	0	0
California	0	0	0
Colorado	7	2	0
Connecticut	15	2	0
Delaware	6	3	0
District of Columbia	5	3	0
Florida	90	21	0
Georgia	76	12	0
Hawaii	0	0	0
Idaho	2	0	0
Illinois	41	7	0
Indiana	54	14	0
Iowa	9	1	0
Kansas	9	1	0
Kentucky	13	4	0
Louisiana	13	2	0
Maine	0	0	0
Maryland	20	9	0
Massachusetts	39	9	0
Michigan	17	5	0
Minnesota	22	1	0
Mississippi	11	1	0
Missouri	20	2	0

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In the Next Fiscal Year (2026)	Projected New Company-Owned Outlet In the Next Fiscal Year (2026)
Montana	0	0	0
Nebraska	2	0	0
Nevada	2	0	0
New Hampshire	4	0	0
New Jersey	42	3	0
New Mexico	4	0	0
New York	21	4	0
North Carolina	57	15	0
North Dakota	1	0	0
Ohio	52	9	0
Oklahoma	5	0	0
Oregon	0	0	0
Pennsylvania	53	10	0
Rhode Island	5	0	0
South Carolina	27	8	0
South Dakota	2	1	0
Tennessee	43	6	0
Texas	98	8	0
Utah	14	2	0
Vermont	0	0	0
Virginia	11	0	0
Washington	0	0	0
West Virginia	5	0	0
Wisconsin	14	4	0
Wyoming	0	0	0
Totals	962	175	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 28, 2025.

The name, city, state, and current business telephone number (or, if unknown, the last known home telephone number) of 116 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 three 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 marketing, development, and technology.

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

Independent Franchisee Organizations

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

ITEM 21. FINANCIAL STATEMENTS

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

- A. Our audited financial statements as of December 28, 2025 and December 29, 2024, and for the fiscal year ended December 28, 2025 and the period from September 6, 2024 (closing date) to December 29, 2024. Because we were organized on July 8, 2024, we do not have available, and cannot yet include, three full years of audited financial statements.
- B. The audited consolidated financial statements of TSC Parent and subsidiaries as of December 28, 2025 (successor) and December 29, 2024 (successor), and for the fiscal year ended December 28, 2025 (successor), 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).
- C. The audited consolidated financial statements of TSC Parent and subsidiaries as of December 31, 2023 and December 25, 2022 and for the fiscal years ended December 31, 2023 and 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
California	Commissioner of Department of Financial Protection & Innovation (866) 275-2677 <i>Los Angeles</i> 320 West 4th Street Suite 750 Los Angeles, CA 90013-2344 (213) 897-2085 <i>Los Angeles</i> 300 S. Spring Street Suite 15513 Los Angeles, CA 90013-1259 (213) 897-2085 <i>Sacramento</i> 2101 Arena Boulevard Sacramento, CA 95834 (916) 445-7205 <i>San Diego</i> 1455 Frazee Road Suite 315 San Diego, CA 92108 (619) 610-2093 <i>San Francisco</i> One Sansome Street, Suite 600 San Francisco, CA 94104-4428 (415) 972-8565	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities 335 Merchant Street Room 205 Honolulu, Hawaii 96813 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, Hawaii 96813 (808) 586-2722
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	

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

STATE	STATE REGULATORY AGENCY	AGENT TO RECEIVE PROCESS IN STATE, IF DIFFERENT THAN THE STATE REGULATORY AGENCY
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 9 th Floor Richmond, VA 23219 (804) 371-9051	Clerk State Corporation Commission 1300 East Main Street, 1 st Floor Richmond, VA 23219 (804) 371-9733
Washington	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 (360) 902-8700	Department of Financial Institutions 150 Israel Road SW Tumwater, WA 98501 1 (877) 746-4334
Wisconsin	Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-0448	Administrator, Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, Wisconsin 53705 (608) 266-2139

For service of process in Delaware:

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

A-4

EXHIBIT B TO THE DISCLOSURE DOCUMENT

FORM OF FRANCHISE AGREEMENT



TSC FRANCHISOR, LLC
FRANCHISE AGREEMENT
TSC FA 4172026

Franchisee: _____

Cafe Number: _____

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EXHIBIT A – FRANCHISE INFORMATION

EXHIBIT B – STATEMENT OF OWNERSHIP INTERESTS

FRANCHISE AGREEMENT

This Franchise Agreement (the “Franchise Agreement”) is made as of _____, 20__ (the “Effective Date”) between TSC Franchisor, LLC, a Delaware limited liability company, with its principal business address at 1117 Perimeter Center West, Suite W200, Atlanta, Georgia 30338 (“we” or “us” or “our”) and _____, a _____ (“you” or “your”).

Background Statement

1. We have developed a unique and distinctive system (the “System”) for the establishment and operation of Tropical Smoothie Cafe® restaurants (each restaurant operating under the System is referred to herein as a “Tropical Smoothie Cafe® Restaurant”) that offer premium, handcrafted smoothies made with select fruit and vegetables blended fresh in the restaurant using proprietary recipes, as well as specialty sandwiches, flatbreads, wraps, salads, bowls, and other menu items and food and beverage products and services we specify from time to time (the “Products”). The System includes our distinctive trade dress, décor, and color scheme; distinctive “System Standards”, which are our then-current System standards, specifications, and procedures for quality control; training and ongoing operational assistance; and advertising and promotional programs; all of which we may add to, delete from, or modify, from time to time, and those modifications may require you to invest additional capital in your Franchised Business (as defined below) and/or incur higher operating expenses.
2. The System is identified by means of certain trade names, service marks, trademarks, logos, emblems, and indicia of origin owned by us, including TROPICAL SMOOTHIE® and TROPICAL SMOOTHIE CAFE® (collectively, the “Marks”). We may add to, delete from, or modify the Marks from time to time.
3. You desire for us to grant you a franchise to operate a Tropical Smoothie Cafe Restaurant, using the Marks, under the System, and for us to provide you with certain training and other assistance in connection with such franchise, all as set forth in and subject to this Franchise Agreement.
4. You understand and acknowledge the importance of our high standards of quality, appearance, and service, and the necessity of operating your “Franchised Business” (as defined in Section 1.A below) in compliance with our System Standards and specifications.

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

1. GRANT OF FRANCHISE

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

B. Protected Area. During the “Initial Term” (as defined in Section 2.A below), as long as you are in compliance with this Franchise Agreement, we will not operate, nor license another franchisee the right to operate, a Tropical Smoothie Cafe Restaurant located within ½ mile (as measured by us) from

the front door of the Site (the “Protected Area”). Notwithstanding the foregoing, in the event the Franchised Business is located in a Reserved Facility (as defined below), we may operate, or license another franchisee the right to operate, a Tropical Smoothie Cafe Restaurant within the Protected Area.

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

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

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

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

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

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

2. TERM AND SUCCESSOR TERM

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

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

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

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

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

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

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

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

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

D. Effect of Non-Renewal or Expiration. Non-renewal or expiration of this Franchise Agreement will end the Franchise Agreement and your right to operate the Franchised Business. Upon non-renewal or expiration of this Franchise Agreement, you must meet all obligations applicable upon termination or expiration, as set forth in Section 15, below.

3. OUR DUTIES

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

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

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

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

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

5. Pre-Opening Training. We will provide an initial training program which you and your approved manager 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. We reserve the right to charge a flat training fee for each person who attends the Initial Training Program, and the amount of such fee will equal our actual costs to provide the training; however, currently we do not charge a fee. You will be responsible for all meals, lodging and other travel expenses incurred in attending the Initial Training Program. In addition to the Initial Training Program described above, we may require you to complete the Franchise Basics Program at an existing Tropical Smoothie Cafe Restaurant that has been designed by us as a certified training cafe. We reserve the right, at any time and in our sole discretion, to require you to participate in and complete at your expense the Franchise Basics Program at a certified training cafe prior to the opening of your Franchised Business. Fees for such training may include a flat fee payable to us, a fee that we retain in part and distribute in part to the certified training cafe, and/or other training-related charges that we may establish from time to time.

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 one or more franchised Tropical Smoothie Cafe Restaurants in operation, then we are not obligated to provide onsite opening assistance).

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

- (i) “Manuals” means our confidential Operating Manual(s), including any supplements, additions, or revisions from time to time, containing our specifications for certain mandatory aspects of the System (such as equipment, supplies, inventory, management, and operation of the Tropical Smoothie Cafe Restaurant). The term “Manuals” includes any written statement from us setting forth a mandatory aspect of the System with which you must comply, regardless of whether such statement is expressly incorporated into the Manuals. The Manuals may consist of one or more separate manuals and other materials as designated by us and may be any form or media.
- (ii) To the extent any of the System Standards, or other resources in the Manuals, address personnel or employment matters, those are not mandatory but are merely recommendations, suggestions, or guidelines. System Standards do not include any mandatory requirements on your employees’ wages, working conditions, hours, staffing levels, shift timing or other terms of employment, but may specify uniforms and appearance to meet brand standards.

- (iii) You agree that the Manuals are proprietary and owned solely by us. You agree that the Manuals and their contents are confidential information that belong to us under Section 9.
- (iv) We may revise or change the Manuals at any time in our discretion and you expressly agree that such revisions or changes will be effective upon your receipt or at such other time as we may specify. You must ensure that your set of the Manuals are kept current and up to date. In the event of any dispute as to the contents of the Manuals, the terms contained in the master set of the Manuals we maintain will control.
- (v) We reserve the right to provide the Manuals in hard copy, electronic or such other form as we may select, including through an intranet portal. You must, at your expense, ensure that you have the necessary equipment to retrieve and use the Manuals in its various forms.

B. Post-Opening Obligations.

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

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

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

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

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

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

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

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

C. Delegation to Third Parties. We may delegate performance of any of our obligations under this Franchise Agreement to third parties, including our Area Developers. “Area Developer” means a person or entity that has executed an Area Developer Agreement (or Area Sales Representative

Agreement) with us, and who solicits and screens prospective franchisees for, and assists us in providing certain services to, Tropical Smoothie Cafe franchisees within a defined geographic area.

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

4. FEES

A. Initial Franchise Fee. You will pay us an initial franchise fee of \$35,000. The initial franchise fee is non-refundable and fully earned upon receipt by us.

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

C. Technology-Related Fees. You will pay to us or an approved vendor we designate monthly fees for the use of mandated management information systems, including without limitation, direct digital ordering channels, such as online ordering and mobile application and indirect channels, technology support services, loyalty platforms, catering systems, ordering kiosks, and managed firewall systems (collectively, the “Technology-Related Fees”). The Technology-Related Fees may be paid as separate fees to us or an approved vendor, or consolidated into one technology fee to be paid to us. We may increase these Technology-Related Fees at any time, provided, however, that such increase will never be more than the amount equal to any increase in the costs to provide the products and services associated with these fees since the last time the fee was established or increased, plus an additional 20% of the total cost.

D. National Marketing and Advertising Fees. You will pay us a continuing nonrefundable weekly national marketing and advertising fee (the “National Marketing Fee”) of up to 6% of Gross Sales. The current National Marketing Fee is 5% of Gross Sales. In the future, we may increase the National Marketing Fee up to 6% of Gross Sales, at a time and in the manner determined by us in our sole discretion.

E. Grand Opening Contribution. If you have not previously developed and opened a Tropical Smoothie Cafe Restaurant then, unless otherwise required by applicable state law, you will pay to us an amount to be used to pay for your Grand Opening marketing program in accordance with the Grand Opening marketing budget and plan you and we develop (the “Grand Opening Contribution”). The Grand Opening Contribution initially will be \$10,000 due and payable in full on the Effective Date. Failure to pay such invoices when due will be a material breach of this Franchise Agreement. At our option, we may pay

vendors and service providers on your behalf, and if we do so, you must pay us the amounts we have advanced when the initial franchise fee is due. If you have previously developed and opened a Tropical Smoothie Cafe Restaurant, then you must only spend a minimum of \$5,000 (exclusive of the cost of food and smoothies) (the “Reduced Grand Opening Contribution”) to conduct a Grand Opening marketing program for your Franchised Business in accordance with Section 5.H of this Franchise Agreement. We will not collect the Reduced Grand Opening Contribution.

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

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

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

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

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

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

5. DEVELOPMENT AND OPENING

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

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

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

D. Construction and Finish Out. You are solely responsible for developing and constructing the Site for your Franchised Business, at your expense, and in compliance with all applicable laws and regulations and our specifications. You must have a licensed architect prepare all required construction plans and specifications to suit the shape and dimensions of the Site and to ensure that such plans and specifications comply with applicable laws and regulations, lease requirements, and the mandatory specifications and layout provided by us. You must use an approved architect or obtain our prior written approval of your licensed architect before you engage such architect to assist you. We have the right to review and accept all plans and specifications and to confirm that construction is completed in conformance with our architectural and design standards and specifications for a Tropical Smoothie Cafe Restaurant. You must also retain a licensed and approved general contractor to oversee the construction of the Franchised Business or obtain our prior written approval of your licensed general contractor before you engage such general contractor to assist you. If we so request, you must provide a schedule setting forth in detail the anticipated dates on which you will: (i) deliver the final construction plans for the Franchised Business; (ii) receive all necessary building permits; and (iii) complete construction on the Franchised Business. We may inspect construction of the Franchised Business at all reasonable times. You will use in the development and operation of your Franchised Business only those (and each of those) brands, types and/or models of equipment, furniture, fixtures, and signs specified by us and only suppliers designated or approved by us, which may include and/or be limited to us and/or our affiliates. You will cause all

construction to be performed only in accordance with the plans and specifications approved by us. No changes to the plans and specifications for construction, or to any of the materials used in the Franchised Business, or to the interior or exterior colors, may be made without our prior written consent. You must complete construction and begin operations of the Franchised Business on or before the first anniversary of the Effective Date. You may not open the Franchised Business to the public until you have received our approval. Within 90 days after the opening of the Franchised Business, you must submit to us a complete report, in a form designated by us, of your initial investment costs for the Franchised Business, which may include but is not limited to costs for site acquisition, design, permitting, construction, equipment, furniture, fixtures, signage, technology, inventory, soft costs, landlord contributions, and any other development related expenditures (the “Initial Investment Report”). All reported costs must be true, complete, and accurate, and supported by documentation and records, which verify the reported costs. You must provide related invoices or other supporting documentation and records upon our request. You acknowledge that timely reporting of your initial investment costs is essential to our compliance with federal and state disclosure obligations, including preparation of Item 7 of our Franchise Disclosure Document, and that we may aggregate and anonymize your reported costs for purposes of Item 7 of our Franchise Disclosure Document, and other systemwide reporting, benchmarking, and forecasting. Failure to comply with the requirement to provide initial investment costs so will constitute a default under this Franchise Agreement.

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

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

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

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

1. You will conduct a “Grand Opening” marketing program in accordance with our Manuals, utilizing the tools, timing, technologies, services, and products we authorize and direct. If you have not previously developed and opened a Tropical Smoothie Cafe Restaurant, you and we will develop the budget and plan following the Grand Opening process described in the Manuals. You must spend at least \$10,000 (not including cost of food and smoothies), on a Grand Opening marketing program for the Franchised Business during the Grand Opening time period beginning approximately 60 days before opening the Franchised Business until 30-60 days afterwards. If you have previously developed and opened a Tropical Smoothie Cafe Restaurant, then you must spend a minimum of \$5,000 (exclusive of the cost of food and smoothies) to conduct a Grand Opening Marketing Program for your Franchised Business beginning approximately 60 days before opening the Franchised Business until 30-60 days afterwards. If you are eligible to spend the Reduced Grand Opening Contribution then you will be responsible for consulting with us and the approved vendor(s) to create the Grand Opening Marketing plan using marketing, advertising and public relations programs, media, and materials we have approved. To this end, you must submit your Grand Opening marketing plan to us for review and approval no later than 60 days prior to opening of the Franchised Business. For both those spending the Grand Opening Contribution and those spending the Reduced Grand Opening Contribution, the Grand Opening program will use the marketing, advertising and public relations programs, media, and materials we have developed or approved, and is separate from your other marketing and advertising requirements. To the extent we do not manage the budget and expenditures for the Grand Opening marketing program, we may require you to submit expenditure report(s) to us to confirm your compliance with this Section.

2. If you have not previously developed and opened a Tropical Smoothie Cafe Restaurant then, unless initial payments to us are deferred under applicable state law, you will pay to us the Grand Opening Contribution in accordance with Section 4.E above. If you decide to spend more than the \$10,000 minimum amount, then you will pay the additional amounts based on the Grand Opening budget and plan that you develop with us to the vendor as and when invoiced. We will administer payments to service providers and other vendors out of the funds that you have paid us for the Grand Opening Contribution. We will provide you an accounting of the expenditures during the Grand Opening period based on the methods, procedures and reports we develop from time-to-time. We are only obligated to administer the Grand Opening marketing plan and budget if you have paid to us the Grand Opening Contribution.

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

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

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

6. YOUR DUTIES

A. Compliance with System. You acknowledge and agree that every detail of the Franchised Business, including without limitation the uniformity of appearance, service, products, and advertising of the Franchised Business is important to you, us, the System, and our other franchisees, in order to maintain the System's high and uniform operating standards, to increase demand for the products and services, and to protect our reputation and goodwill. You must operate the Franchised Business in conformity with our System (as set forth in the Manuals or otherwise), including such methods, System Standards, and

specifications as we may from time to time prescribe for Tropical Smoothie Cafe Restaurants. Pursuant to this ongoing responsibility, you agree:

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

2. To display and make available to customers all nutritional information regarding menu items, products, and services as we may require, from time to time, and in the manner, that we specify and consistent with federal, state, and local laws;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Compliance with Laws. You and the Franchised Business must comply with all applicable laws, ordinances, rules, regulations, court orders, and decisional authority of all federal, state, and local governmental authorities having jurisdiction over the Franchised Business (collectively, the "Laws"). You

and the Franchised Business must obtain and maintain in full force and effect all governmental permits and licenses necessary for the Franchised Business. Subject to applicable law, we (or our affiliates) may assign to you any or all of our (or our affiliates') obligations to comply with extended producer responsibility laws related to your Franchised Business, and you will accept such assignment at our request, including the payment of fees associated therewith.

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. WE AND OUR AFFILIATES MAKE NO WARRANTY AND EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, RESPECTING PRODUCTS, EQUIPMENT (INCLUDING ANY REQUIRED PART OF THE TECHNOLOGY SYSTEM), SUPPLIES, FIXTURES, FURNISHINGS OR OTHER ITEMS THAT ARE MANUFACTURED OR DISTRIBUTED BY THIRD PARTIES AND THAT WE APPROVE FOR USE IN THE SYSTEM.

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

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

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

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

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

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

N. Inspection of Premises. You must permit us, our employees, agents and representatives, and any third parties we designate, to enter the Franchised Business and/or to examine any motor vehicle used in connection with the Franchised Business, at our discretion, at any time with or without prior notice to you, for purposes of conducting inspections, taking photographs and audio/video recordings, interviewing employees and customers, and/or evaluating any aspect of the Franchised Business. You will cooperate fully in such inspections by rendering such assistance as reasonably may be requested. Upon notice from us or any of the above-referenced individuals, and without limiting our other rights under this Franchise Agreement, you must immediately correct any deficiencies detected during such inspections, including, without limitation, immediately ceasing and preventing the further use of any products, equipment, inventory, advertising materials, supplies, vehicles, or other items that do not conform to our then-current specifications, System Standards, or requirements. In the event you fail or refuse to correct such deficiencies, we will have the right to enter upon the premises of the Franchised Business, without being guilty of trespass or any other tort, for the purpose of making or causing to be made such corrections as may be required, at your sole expense which you agree to pay upon demand. Further, if we determine that the Franchised Business fails to comply with our System Standards or fails an inspection, we may require you to undergo a re-inspection at your expense. If you fail a re-inspection, we may require you to participate in a training audit or other remedial evaluation that we determine is appropriate at your expense. You must pay all fees associated with any required re-inspection, training audit, or other remedial evaluation, in amounts we establish from time to time. Fees may be paid to us or directly to the third-party service provider. As of the Effective Date, fees are paid to us and then we pay the third-party service provider on your behalf. As of the Effective Date, fees are \$209 for each re-inspection and \$259 for each training inspection. We may increase these fees at any time, provided however that such increase will never be more than the amount equal to any increase in the costs to provide the products and services associated with these fees since the last time the fees were established or increased, plus an additional 20% of the total cost. In addition, you must reimburse us for all reasonable travel, lodging, meals, and other living or out-of-pocket expenses incurred by us or our representatives in connection with any inspection, re-inspection, training inspection, or related activity. We may modify the amount of any fees, the circumstances under which inspections are required, and the type, scope, or frequency of inspections, in accordance with our System Standards and this Agreement. We may from time to time develop and implement policies relating to inspection of Tropical Smoothie Cafe Restaurants that may vary from, the foregoing requirements. You agree to follow them.

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

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

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

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

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

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

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

V. Conduct. You must conduct your business at all times in a manner that reflects favorably on the System and the Marks. You may not at any time engage in deceptive, misleading or unethical practices, or conduct any other act (or failure to act) which has a material negative impact on the reputation and goodwill of the System, the Marks, us or that of any other franchisee operating under the System.

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

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

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

7. MARKS

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

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

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

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

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

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

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

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

C. Acknowledgements. You acknowledge and agree that:

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

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

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

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

5. In the event, we substitute different Marks for the Marks you are currently using, you will promptly affect such substitute Marks at your sole cost and expense;

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

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

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

- (i) To use the Marks themselves in connection with selling products and services;
- (ii) To grant other licenses for the Mark, in addition to those licenses already granted to existing franchisees and otherwise; and
- (iii) To develop and establish other systems using trademarks the same or similar to the Marks, or any other trademarks, and to grant licenses or franchises thereto at any location whatsoever, without providing any rights or compensation to you.

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

8. TECHNOLOGY

A. Computer System.

1. We have the right to specify or require certain brands, types, makes and/or models of communication, computer systems, and hardware to be used by, between, or among Tropical Smoothie Cafe Restaurants, including without limitation: (a) point of sale systems (the “POS System”), data, audio, video, and voice storage, retrieval, and transmission systems for use at Tropical Smoothie Cafe Restaurants, between or among Tropical Smoothie Cafe Restaurants, and between and among the Franchised Business and us, our designee and/or you; (b) cash register systems; (c) physical, electronic, and other security systems; (d) software, hardware, printers and other peripheral devices, including but not limited to tablets and mobile devices, firewalls, network switches, wireless access points, internet circuit, and EMV credit card devices; (e) back of house computer, archival back-up systems; and (f) internet access mode (e.g., form

of telecommunication connection) and speed (collectively, the “Computer System”). If your Franchised Business includes a drive-thru, we may require you to purchase or lease as part of the Computer System additional components, including but not limited to headsets, timers, exterior menu boards, and other software and hardware and software required to run the drive-thru. We may require that the Computer System, or any component of it, be leased or purchased, and you may be required to obtain some of these components and services directly from us, our affiliates or designated or approved suppliers. You may incur monthly fees for ISP, ASP, data polling services and the like. We may change the approved or designated suppliers and the required method of acquisition (including requiring purchase instead of lease, or lease instead of purchase).

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 or lease, 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 PCI-DSS, as such standards may change from time to time. You must abide by all Laws pertaining to the privacy of consumers and transactional information.

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

of our then-current terms of use and privacy policies (and all other requirements) regarding the Computer System, including (but not limited to) Internet use.

7. You must utilize our designated online ordering service for all orders accessed via the internet, our Mobile App (as defined below) 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. The information contained in the Tropical Smoothie Cafe mobile application (the “Mobile App”) and the back of house, back office, or other systems (collectively, the “Other Systems”) that are used in connection with Tropical Smoothie Cafe operations constitutes Confidential Information. You may not copy, reproduce, distribute, or otherwise use the Mobile App, Other Systems, or any portion thereof except as expressly authorized by us, and you must promptly notify us of any unauthorized use of the Mobile App, Other Systems, or content of the Mobile App or Other Systems.

9. 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 information that we provide to you, including but not limited to personally identifiable information, for your use in connection with operating the Franchised Business during the Term of this Franchise Agreement is our property. You may not use any such information after the expiration or termination of this Franchise Agreement, except as expressly permitted by us in writing in the Manuals or otherwise. All information we obtain from you or about your Franchised Business or its guests or prospective guests, including but not limited to personally identifiable information, under this Franchise Agreement or any related agreement, or otherwise related to your Franchises Business (“Information”), and all revenues we derive from the Information will also be our property (except for Information you provide with respect to yourself and any affiliates, including your or your affiliates’ respective officers, directors, shareholders, partners or members), which we may use for any reason as we consider necessary or appropriate, in our judgment, including making financial performance representations in our Franchise Disclosure Documents. Notwithstanding the foregoing, you may, at your own risk, use the Information during the Term and solely in connection with the operation of your Franchised Business, only if (i) we authorize specific uses of guest or prospective guest information by you in writing from time to time and (ii) you comply with all applicable laws in the use of the Information. You must abide by all applicable laws pertaining to the privacy and security of personal information, including, without limitation, local, regional and national requirements applicable to your Franchised Business (“Privacy Laws”). In addition, you must comply with our standards and policies pertaining to the privacy and security of personal information, customer relationships and Privacy Laws. Copies and/or originals of such Information must be provided to us upon our request. We hereby license use of such Information 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 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; TRADE SECRETS

A. “Confidential Information” means all non-public information of or about the System, us, and our affiliates, and any Tropical Smoothie Cafe Restaurant, including all non-public methods for developing and operating Tropical Smoothie Cafe Restaurants, and all non-public plans, data, financial information, training programs, Manuals, processes, vendor lists, vendor pricing, supply systems, specifications, marketing programs, buying strategies, advertising strategies, site selection criteria, formulas, techniques, designs, layouts, operating procedures, customer data and market data, e-commerce data, information, Trade Secrets (as defined below) 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.

B. Trade Secrets.

1. You understand and agree that, in connection with the development and operation of the Franchised Business, you will come into possession of certain of our trade secrets concerning the manner in which the Franchised Business conducts business including, but not necessarily limited to: (i) methods of doing business; (ii) business systems and processes; (iii) formulas, recipes, and product specifications; (iv) strategic, financial, and operational business plans; (v) customer, vendor, and supplier lists and information; (vi) marketing, advertising, and promotional strategies and campaigns; (vii) all manuals, software, documentation, data, and other materials designated as confidential or trade secrets, and (viii) materials clearly marked or labeled as trade secrets, or that reasonably should be understood to be trade secrets (collectively, “Trade Secrets”). You acknowledge and agree that the Trade Secrets, which may or may not be considered “trade secrets” under prevailing judicial interpretations or statutes, are private, valuable, and constitute trade secrets belonging to us. You further acknowledge and agree that we derive independent economic value from the Trade Secrets not being generally known to, and not being readily ascertainable through proper means by, any other person.

2. In addition to the obligations in Section 9.A above, you agree as follows: You agree to hold the Trade Secrets in the strictest confidence and to use the Trade Secrets solely for the purpose of operating the Franchised Business in accordance with this Franchise Agreement. You shall not, during the term of this Franchise Agreement or at any time thereafter, directly or indirectly, use, disclose, copy, reproduce, distribute, sell, license, teach, train, transmit, or otherwise make available any Trade Secret to any person or entity, except as expressly authorized in writing by us. You shall take all reasonable and necessary measures to protect the secrecy, confidentiality, and security of the Trade Secrets, including implementing safeguards at least as protective as those you use for your own confidential information of a similar nature. Upon expiration or termination of this Franchise Agreement for any reason, or upon our request at any time, you must immediately cease using the Trade Secrets and promptly return to us or, at our direction, permanently destroy all materials, documents, records, data, and copies (in any form or medium) containing or embodying any Trade Secret, and certify such return or destruction in writing. You acknowledge and agree that any unauthorized use or disclosure of the Trade Secrets would cause us immediate and irreparable harm for which monetary damages may be inadequate. Accordingly, in addition to any other rights or remedies available at law or in equity, we shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or remedy any actual or threatened breach of this Section, without the necessity of posting a bond. Notwithstanding the foregoing, disclosure of Trade Secrets may be permitted to the limited extent required by applicable law, regulation, or court order, provided that, to the extent legally permissible, you give us prompt written notice and cooperate with us in seeking confidential treatment or limiting such disclosure. Nothing in this Franchise Agreement is intended to, nor shall it, prohibit or restrict disclosures protected under applicable whistleblower or trade secret immunity laws.

This Section 9 will survive termination or expiration of this Franchise Agreement.

10. RECORDS AND REPORTS

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

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

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

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

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

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

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

E. Other Submissions. You must also submit to us such other forms, reports, and data, records, contracts, tax returns, governmental permits and other documents and information related to you or the Franchised Business as we may reasonably require, in the form and at the times and places reasonably required by us, including but not limited to the Initial Investment Report required under Section 5.D.

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

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

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

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

information from your landlord(s) and lender(s). You also irrevocably authorize such landlord(s) and lender(s) to respond to any and all questions from us and provide us with all information we request regarding you.

11. ADVERTISING

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

B. National Marketing and Advertising Program. We will deposit your National Marketing Fee in an account (the “NMF Account”). We will use the NMF Account in part to cover the costs of: (a) designing and creating promotional, marketing and advertising resources, including, but not limited to, in-store point of purchase materials, flyers, radio television commercials, digital media, and other materials for your use, as we deem appropriate in our sole discretion, (b) researching, developing, and deploying new products and services, (c) conducting customer outreach and customer retention programs, including, but not limited to, email campaigns and customer loyalty programs, (d) conducting activities that are directly or indirectly designed to promote the System, its franchisees, and/or increase System sales, (e) employing advertising agencies, public relations firms, media buyers and creative talent, (f) administering the NMF Account, (g) contributing to local advertising cooperatives and/or local marketing initiatives as applicable, and (h) other marketing and promotional activities. All costs associated with your duplication or distribution of these materials, or with media placement, must be borne by you. We will use the NMF Account in connection with advertising with different media outlets, including print, radio, television, digital media, and/or online on a national, regional and/or local level for such advertising, marketing and public relations programs and materials as we deem necessary or appropriate, in our sole discretion. We (or our designee) will maintain and administer the NMF Account in the following manner:

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

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

3. It is anticipated that the NMF Account contributions will be expended for programs during the fiscal year in which such contributions to it are made. If excess amounts remain at the end of such fiscal year, all expenditures in the following fiscal year(s) will be made first out of such excess

amounts, including any interest or other earnings on the NMF Account, and next out of current contributions. We may, in our sole discretion, spend in any fiscal year an amount greater or less than the amount in the NMF Account in that year, and we may lend money to cover any deficits.

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

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

6. We have no obligation to ensure that expenditures from the NMF Account are or will be proportionate or equivalent to contributions of National Marketing Fees by Tropical Smoothie Cafe Restaurants operating in any geographic area or that any Tropical Smoothie Cafe Restaurant will benefit directly or in proportion to the amount of National Marketing Fees it has paid.

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

C. Local Advertising Cooperative. In the event we require it, pursuant to Section 11.B.7 above, you must participate with other franchisees in your designated market area (as determined by us) in an advertising cooperative. If we require you to participate in a local advertising cooperative, then we may allocate, in our sole discretion, a portion of the National Marketing Fee that is paid by you and the other franchisees in your area into your local advertising cooperative. If we require you to participate in a local advertising cooperative and there are no other franchisees in your designated market area, then you will be the sole member of the advertising cooperative until such time as other franchises have been established in the designated market area. You must comply with the policies and procedures established by the advertising cooperative. We (or our designee) will administer these funds in accordance with the direction of the cooperative members, provided that our prior written approval must be obtained for all expenditures of the cooperative and before the use of any advertising and promotional materials developed by the cooperative. We may contract with an independent accounting firm to administer such funds. We may require cooperative members to adhere to governing documents that we develop. We may require you to submit monthly financial statements for the cooperative. We may require a cooperative to be formed, changed, dissolved, or merged. Activities of the cooperative will generally be determined by its members, except that we reserve the right to exercise sole decision-making power over the cooperative funds if we determine, in our sole discretion, that the cooperative is not functioning properly either due to a lack of participation or an impasse among the members. Company-owned locations may participate in the cooperatives and, if they do so, they will be subject to the same fees and voting powers as franchisee members.

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

D. Promotional Programs. You acknowledge that periodic rebates, giveaways and other promotions and programs are an integral part of the System. Accordingly, you, at your sole cost and expense, from time to time must issue and offer such rebates, giveaways, discounts, incentives, and

promotions in accordance with any reasonable marketing programs, loyalty programs, owned digital marketing programs, or customer survey/research programs established by us, and further must honor rebates, giveaways and other promotions issued by other franchisees as long as all of the above do not contravene the laws of appropriate governmental authorities.

12. INSURANCE

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

B. Minimum Coverage. Such policy or policies must be written by an insurance company rated “A” or better by A.M. Best Company, and that is otherwise satisfactory to us, and must name you as the insured and must include, at a minimum (except as additional coverage and higher policy limits may reasonably be specified from time to time by us in the Manuals or otherwise in writing) the following:

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

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

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 required hereunder.

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

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

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

13. TRANSFERS; OPERATION BY US

A. By Us. We may transfer or assign this Franchise Agreement, or any of our rights or obligations under this Franchise Agreement, including but not limited to those rights and obligations set forth in Section 13.D, to any person or entity, and we may undergo a change in ownership and/or control, without your consent. After such transfer or assignment, you must look solely to the transferee or assignee, and not to us, for the satisfaction of any obligation transferred or assigned. We may also, without your consent, transfer, assign or otherwise alter any or all of the ownership interest in us.

B. By You.

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

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

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

4. Except as specifically provided in this Franchise Agreement, we have the absolute and unfettered right to withhold our consent to a Transfer. We also reserve the right to condition our consent to a Transfer on the satisfaction of any and all requirements that we establish in our sole discretion, including without limitation, the following:

- (i) in the event the Transfer, in a single or series of transactions (whether by reorganization, merger, equity interest purchase or exchange or others), would reduce your equity interest in the Franchise Agreement and/or Franchised Business or, if you are an entity, the voting or equity interest held by your Owners in you to no less than 51% (“Minority Ownership Transfer”) then on or before such Minority Ownership Transfer, we receive a transfer fee from you equal to \$2,500. Such fee will be waived in the event such Minority Ownership Transfer was to your direct family member or to the guarantor of your obligations under this Franchise Agreement;
- (ii) in the event the Transfer, in a single or series of transactions (whether by reorganization, merger, equity interest purchase or exchange or others), would reduce your equity interest in the Franchise Agreement and/or Franchised Business or, if you are an entity, the voting or equity interest held by your Owners in you to less than 51% (“Majority Ownership Transfer”) then on or before such Majority Ownership Transfer, we receive a transfer fee from you equal to the greater of (A) \$10,000 or (B) 5% of the sale price paid to you by the transferee. If there is no sales price paid in connection with the Majority Ownership Transfer, then the transfer fee will be \$10,000. Such fee will be waived in the event such Majority Ownership Transfer was to your direct family member or to the guarantor of your obligations under this Franchise Agreement;
- (iii) the proposed transferee and its owners have completed our franchise application processes and meet our then-applicable standards and requirements for a new franchisee;
- (iv) the proposed transferee is not, or does not own or operate, a Competitor. “Competitor” means a restaurant, food-service establishment or other business which sells smoothies and/or bowls and includes but is not limited to (i) Smoothie King; (ii) Robeks; (iii) Planet Smoothie; (iv) Jamba/Jamba

Juice; (v) Freshii; (vi) Playa Bowls, (vii) Frutta Bowls, and (viii) Rush Bowls;

- (v) you have paid all monetary obligations to us in full, and you are not otherwise in default or breach of this Franchise Agreement;
- (vi) you have paid all suppliers and vendors in full;
- (vii) the transferee and its owners and managers undergo such training as we may require;
- (viii) you, your Owners, and the transferee and its owners execute our then-current form of the transfer or assumption agreement, which such agreement will contain a general release in favor of us, our affiliates, and our respective past, present and future owners, officers, directors, managers, agents, and employees, as well as any and all additional instruments that we reasonably request to evidence the Transfer;
- (ix) you and your Owners must agree to remain liable for all of the obligations to us in connection with the Franchised Business arising before the effective date of the Transfer, and execute any and all instruments that we reasonably request to evidence such liability;
- (x) the Franchised Business fully complies with all of our then-current System requirements;
- (xi) the transferee executes our then-current form of the franchise agreement, which may contain materially different provisions than this Franchise Agreement, and which will have a new term;
- (xii) the transferee must agree to a sublease, or to a transfer and assumption, of the lease of the Site from you, and must obtain the landlord's approval prior to any transfer or sublease, if applicable; and
- (xiii) you Remodel the Franchised Business (or we may require the transferee to do so within a time period we specify).

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

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

C. Transfer for Convenience of Ownership. You may Transfer this Franchise Agreement to a corporation or limited liability company formed solely for the convenience of ownership, so long as: (i) you own and control 100% of the ownership interests of the corporation or limited liability company; (ii) you notify us at least 30 days prior to the Transfer; (iii) you comply with Section 6.B and Section 6.C; and (iv) on or before such convenience of ownership Transfer, we receive a transfer fee from you equal to

\$1,500. You agree to remain personally liable under this Franchise Agreement as if the transfer to the corporation or limited liability company did not occur.

D. Our Right of First Refusal. If you or any party who holds an interest in you or in the Franchised Business desires to engage in a Transfer as defined herein with a prospective transferee (a “Prospective Purchaser”), then within five (5) business days of receiving an acceptable offer or reaching acceptable terms, you must submit to us a bona fide written letter of intent signed by the Potential Purchaser (the “Offer Notice”). The Offer Notice must specify, at a minimum: (i) the legal name of the Potential Purchaser, (ii) the proposed purchase price, (iii) any material terms and conditions of the potential transfer, including but not limited to, which party is responsible for paying the Transfer Fee, and (iv) the proposed closing date for the potential transfer. We have the right and option, exercisable within 30 days after receipt of such Offer Notice (the, to acquire the Franchised Business or purchase the seller’s interest in you (collectively, the “Interest”) on the same terms and conditions offered by the Prospective Purchaser by sending written notice to the seller that we intend to do so (the “ROFR Notice”). Upon receipt of the ROFR Notice, you must cooperate with us in conducting due diligence and provide certain information related to the Franchised Business, including but not limited to the lease agreement, financial records, and any other information reasonably requested by us. If the consideration, terms and/or conditions offered by a Prospective Purchaser are such that we cannot reasonably furnish the same consideration, terms and/or conditions, then we may purchase the Interest or the Franchised Business for the reasonable equivalent in cash. Any material change in the terms of any offer prior to closing will constitute a new offer subject to the same right of first refusal by us as in the case of the initial offer. If we elect to purchase the Interest, closing on such purchase must occur by the later of: (a) the closing date specified in the third-party offer; or (b) within 30 days from the date of notice to seller of our election to purchase. We reserve the right to not consummate the transfer in our sole and absolute discretion. Our right to exercise the option afforded by this Section 13.D will not constitute a waiver of any other provision of this Franchise Agreement, including all of the requirements of this Section 13 with respect to a proposed Transfer. Pursuant to Section 13.A, we may assign our rights and obligations under this Section 13.D to any person or entity without your consent, and you will cooperate with, provide reasonably requested information to and consummate the sale of the Interest to our assignee in accordance with this Section. You acknowledge and agree that we may provide a copy of any Offer Notices, this Franchise Agreement, and information related to your Franchised Business to potential assignees for their consideration and such assignees may exercise our rights under this Section in the same manner as if we were exercising those rights. In the event of an assignment of any or all of our rights and obligations under this Section, you will look solely to the assignee (and not us) for performance.

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.I; or (iii) you operate the Franchised Business in a manner which, in our reasonable opinion, constitutes a danger to the health or safety of any person, then we (or our designee) may (but are not obligated to) enter your Site and operate and manage the Franchised Business for your account until this Franchise Agreement is terminated, the Franchised Business is transferred, the Franchised Business is purchased by us, or we return the Franchised Business to you. Our operation and management will not continue for more than 90 days without your consent. We will account to you for all net income from the Franchised Business during the period in which we operate the Franchised Business. We may collect a temporary management fee equal to 10% of Gross Sales for the period in which we operate the Franchised Business.

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

14. DEFAULT AND TERMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. Automatic Termination. You will be deemed to be in default under this Franchise Agreement, and all rights granted herein will automatically terminate without notice to you, if you become insolvent or make a general assignment for the benefit of creditors, or if a petition in bankruptcy is filed by you if such petition is filed against and consented to by you or not dismissed within 30 days, or if you are adjudicated as bankrupt, or if a court appoints a receiver of or other custodian of your business or assets, or if a final judgment remains unsatisfied or of record for 30 days or longer (unless supersedeas bond is filed), or if execution is levied against the Franchised Business, or suit to foreclose any lien or mortgage against the Franchised Business is instituted against you and not dismissed within 30 days, or if any substantial real or personal property of the Franchised Business will be sold after levy thereon. For purposes of this Section, "insolvent" means that you (a) are unable to pay your debts and obligations as they become due in the ordinary course of business, including, without limitation, amounts owed to us or our affiliates, or to landlords, lenders, vendors, or employees; (b) fail to pay material obligations as they become due, including royalties, rent, or debt service; or (c) are subject to any action by a lender or creditor to restrict, sweep, or control your accounts or cash flow in a manner that impairs your ability to operate the Franchised Business.

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.I, 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. Nothing in this subsection limits our right to condition a mutual termination of this Franchise Agreement upon your payment of liquidated damages or other consideration as agreed in a written mutual termination agreement.

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

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

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

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

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

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

I. Option to Purchase. Upon expiration or termination of this Franchise Agreement, we will have the right (but not the obligation) to purchase any or all of the furnishings, equipment, signs, fixtures, supplies, materials, and other assets related to the operation of the Franchised Business, at your cost or fair market value, whichever is less, and/or to require you to assign your lease or sublease to us. If the parties cannot agree on fair market value of the assets within ten (10) days of the expiration or termination of this Franchise Agreement, the fair market value will be determined as follows: We will provide you a list of three appraisers selected by us. Within five (5) business days of the date you receive our list, you will have the right to select one of the three appraisers selected by us. The appraiser you select from our list will appraise the furnishings, equipment, signs, fixtures, supplies, materials, and other assets. You and we will share the cost of the appraiser equally. The appraiser will be obligated to complete the appraisal within 30 days after being retained. Within thirty (30) days of our receipt of the appraisal, we will determine whether

we will exercise our option to purchase any or all of the appraised assets. In the event we elect to purchase any of the assets, we may purchase assets only and will assume no liabilities. If we elect to exercise any such option, we will have the right to set off from the purchase price: (a) all amounts due from you to us or any of our affiliates; (b) your portion of the cost of any appraisal conducted hereunder; (c) any sums necessary to acquire clear title to the lease or sublease. We may assign this option to any other party, without your consent.

16. COVENANTS

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

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

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

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

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

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

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

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

3. Have any ownership interest in, manage, supervise the activities of, train the employees of, control the activities of, advise, or franchise, either directly or indirectly, any Competitor which is located within a 5-mile radius of the Site or the location of any Tropical Smoothie Cafe Restaurant in existence or under development at the time of the Triggering Events; or

4. Authorize, assist, or induce another to develop, open or operate a Competitor which is located within a 5-mile radius of the Site or the location of any Tropical Smoothie Cafe Restaurant in existence or under development at the time of the Triggering Event.

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

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

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

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

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

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

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

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

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

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

17. INDEMNITY

A. We will in no event assume liability for or be deemed liable under this Franchise Agreement as a result of any action or omission by you in your conduct of the Franchised Business or any claim or judgment arising therefrom against us. You must defend at your own cost, and indemnify to the fullest extent permitted by law, us and our affiliates, and our respective past, present and future owners, officers, directors, managers, agents, employees and the predecessors, successors, heirs and assigns of any and all of the foregoing (collectively, “Indemnitees”) from all losses and expenses (including, but not limited to, reasonable attorneys’ fees, costs of investigation, settlement costs, and interest) incurred in connection with any action, suit, proceeding, claim, demand, investigation, or formal or informal inquiry (regardless of whether the same is reduced to judgment) or any settlement thereof arising directly or indirectly from, as a result of, or in connection with (i) your activities under this Franchise Agreement, (ii) your default of any covenant, warranty, representations, agreement, or obligation set forth in this Franchise Agreement, (iii) your default or alleged default of any other agreement, (iv) your violation or alleged violation of any Laws, standard or directive, or any industry standard, including without limitation, violations resulting from your use of the System, (v) libel, slander, or any other form of defamation by you, (vi) acts, errors, omissions by you or any of your directors, officers, shareholders, partners, members, employees, agents and attorneys, (vii) your activities relating to the operation of the Franchised Business, including but not limited to your preparation and/or sale of Products, (viii) your failure to comply with the laws and regulations of the U.S. Food and Drug Administration, Federal Trade Commission, State and local government agencies that relate to the presentation of nutritional information, including but not limited to menu labeling requirements, food sourcing and food preparation that does not conform to disclosed calories on menu boards, or (ix) your failure to maintain all required and recommended insurance policies and coverage amounts during the Term as set forth by us in this Franchise Agreement, the Manuals or otherwise in writing.

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

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

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

18. DISPUTE RESOLUTION

A. Mediation. If a dispute arises out of or relates to this Franchise Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation with Miles Mediation and Arbitration Services, LLC or another mutually agreeable mediator at or near our headquarters, before resorting to litigation, or some other dispute resolution procedure. The foregoing will not apply to (i) any controversy or claim relating to ownership or

use of our Marks or Confidential Information; (ii) any claim for an injunction or other equitable relief; and (iii) any claim by us for unpaid Royalty Fees or other unpaid amounts owed to us.

B. Notice and Opportunity to Cure. As a mandatory condition precedent prior to your taking any legal or other action against us, whether for damages, injunctive, equitable or other relief (including, but not limited to, rescission), you must first give us 90 days' prior written notice and opportunity to cure any alleged act or omission, or to resolve any dispute.

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

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

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

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

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

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

I. Cumulative Rights and Remedies. No right or remedy conferred upon or reserved to us or you by this Franchise Agreement is intended to be, nor will be deemed, to be exclusive of any other right or remedy provided or permitted in this Franchise Agreement, by law or at equity, but each right or remedy will be cumulative of every other right or remedy.

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

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

19. NOTICES

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

Notices to Us:

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

With a concurrent copy to:

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

Notices will be deemed received upon the earlier on (i) the date and time of receipt; (ii) five (5) business days after being mailed by U.S. certified mail, return receipt requested; (iii) the next business day after having been deposited with an overnight delivery service for next business day delivery; or (iv) intended recipient's failure or refusal to accept delivery. You agree that our revisions to the Manuals are not considered "notices" under this Franchise Agreement, and that we may issue such revisions by any manner we choose, including, without limitation, e-mail.

20. RELEASE OF PRIOR CLAIMS

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

21. FORCE MAJEURE

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

22. SEVERABILITY AND CONSTRUCTION

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

B. Severability. Every part of this Franchise Agreement is severable. If for any reason any part of this Franchise Agreement is held to be invalid, that determination will not impair any other part, or the rest, of this Franchise Agreement; provided, however, that if we determine that such finding of invalidity or illegality adversely affects the basic consideration of this Franchise Agreement, we, at our option, may terminate this Franchise Agreement.

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

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

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

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

Agreement will not be deemed to be a waiver by us of any preceding breach by you of this Franchise Agreement.

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

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

I. Survival. Each provision of this Franchise Agreement that expressly or by implication is to be performed, in whole or in part, after the expiration, termination, or Transfer of this Franchise Agreement will survive such expiration, termination, or Transfer, including, but not limited to, Section 7 (regarding the Marks), Section 9 (regarding confidentiality and trade secrets), 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 agree that: (i) we have a legitimate interest in seeking to maximize the return to our equity holders; and (ii) the fact that we or our affiliates benefit economically from an action will not be relevant to showing that we did not exercise Reasonable Business Judgment. Neither you nor any third party (including without limitation any third party acting as a trier of fact or law) may substitute your, his, her, or its judgment for our Reasonable Business Judgment. In a given situation, you will have the burden of establishing, by clear and convincing proof, that we failed to exercise Reasonable Business Judgment.

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

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

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

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

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

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

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

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

2. 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.

3. 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.

4. 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.

5. 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.

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

[Signatures on following page.]

This Franchise Agreement is executed by:

FRANCHISOR:

TSC FRANCHISOR, LLC

By: _____

Name: Max Wetzel

Title: CEO

Date: _____

FRANCHISEE:

[if an individual]

Name: _____

Date: _____

[if an entity]

[ENTITY NAME]

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A
FRANCHISE INFORMATION

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

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

☐ Check if map is attached.

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

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

EXHIBIT B
STATEMENT OF OWNERSHIP INTERESTS

Franchisee Name: _____

Date: _____

1. Form of Ownership. Check one:

☐ Corporation

☐ Limited Liability Company

2. Business Entity.

Name of Entity: _____

Date of formation: _____

State of formation: _____

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

Name	Position(s)

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

Name	Shares or Percentage of Ownership

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

FRANCHISEE:

By: _____

Name: _____

Date: _____

EXHIBIT C TO THE DISCLOSURE DOCUMENT

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

MULTI-UNIT DEVELOPMENT ADDENDUM
TO
FRANCHISE AGREEMENTS
TSC MUDA 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.E 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: _____
Name: Max Wetzel
Title: CEO

FRANCHISEE:

[INSERT NAME]

[INSERT ENTITY NAME, IF APPLICABLE]

OR

By: _____
Name: [INSERT NAME]
Title: [INSERT 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) AUTHORIZATIONTSC 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

Authorization: The Franchisee hereby authorizes the Bank to honor and charge the Bank Account for electronic funds transfers or drafts drawn on the Bank Account for the Initial Franchise Fee and Grand Opening Marketing Fee payable to the Payees at the time the Franchise Agreement is executed. The amount(s) of such charges are set forth above and as forth in the Franchise Agreement signed contemporaneously with this EFT. The Franchisee agrees to execute such additional documents as may be reasonably requested by the Payees or the Bank to evidence the interest of this EFT Authorization. This authority shall remain in full force and effect until the Payees have received written notification from the Franchisee in such time and manner as to afford the Payees and the Bank to act on such notice. The Franchisee understands that the termination of this authorization does not relieve the Franchisee of its obligations to make payments to the Payees.

Signature: _____ Date: _____

Federal Tax ID Number: _____

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

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

EXHIBIT E TO THE DISCLOSURE DOCUMENT

OWNERS' GUARANTY

OWNERS' GUARANTY

TSC Guaranty 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: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

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

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

The following is added to Items 5 and 21 of the Franchise Disclosure Document:

The State of Hawaii has imposed a deferral condition on us; therefore, no fees are payable by you to us until all of our pre-opening obligations are completed and your business has opened.

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

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

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

THIS RIDER (the “**Rider**”) is effective as of _____, 20__ (the “**Agreement Date**”), and amends the Franchise Agreement dated _____, 20__ (the “**Agreement**”), between TSC FRANCHISOR, LLC (“**we**”, “**us**”, “**our**” or the “**Franchisor**”) and (“**you**”, “**your**” or the “**Franchisee**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.
2. **Initial Franchise Fee.** The payment of the initial franchise fee is deferred until all of our pre-opening obligations to you are completed and your business has opened.
3. **Effective Date.** This Rider is effective on the Agreement Date regardless of the actual date of signature.
4. No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

Us:

You:

TSC FRANCHISOR, LLC

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

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

The following is added to Item 17:

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

Illinois law governs the franchise agreement.

Any condition of the franchise agreement that designates litigation, jurisdiction or venue in a forum outside of Illinois is void as to any cause of action that otherwise is enforceable in Illinois provided the franchise agreement may provide for arbitration in a forum outside of Illinois.

Be advised that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of the Illinois Franchise Disclosure Act or any other law of Illinois is void.

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

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

THIS RIDER (the “**Rider**”) is effective as of _____, 20__ (the “**Agreement Date**”), and amends the Franchise Agreement dated _____, 20__ (the “**Agreement**”), between TSC FRANCHISOR, LLC (“**we**”, “**us**”, “**our**” or the “**Franchisor**”) and (“**you**”, “**your**” or the “**Franchisee**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.
2. **Termination.** Your rights upon Termination and Non-Renewal of an agreement are set forth in section 19 and 20 of the Illinois Franchise Disclosure Act.
3. **Release of Prior Claims.** Section 20 of the Agreement is deleted in its entirety.
4. **Limitation of Claims.** The following is added to Section 18.F. of the Agreement:

No action can be maintained to enforce any liability created by the Illinois Franchise Disclosure Law (the “**Illinois Act**”) unless brought before the earlier of (i) the expiration of 3 years from the act or transaction constituting the violation upon which such action is based; (ii) the expiration of 1 year after you become aware of facts or circumstances reasonably indicating that you may have a claim for relief in respect to conduct governed by the Illinois Act; or (iii) 90 days after delivery to you of a written notice disclosing the violation.
5. **Governing Law and Jurisdiction.** Illinois law governs the Franchise Agreement. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to take place outside of Illinois.
6. **Waiver of Jury Trial.** Section 18.E. of the Agreement is deleted in its entirety.
7. **Enforcement.** Add Section L to Section 18 of the Agreement to read as follows:

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

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

Intending to be bound, the parties sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

Us:

You:

TSC FRANCHISOR, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

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 “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 15th day of March, 2013, by Tropical Smoothie Café, LLC, a limited liability company organized under the laws of the State of Georgia, (hereinafter referred to as "Franchisor") and Eagle Bancorp, Inc., incorporated under the general corporation laws of the State of Maryland (hereinafter referred to as 'Bank').

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

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

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

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

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

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

Bank:	EagleBank
Bank Routing No.	055003298
Account Name:	EagleBank as Escrow Agent for Tropical Smoothie Café, LLC MD
Account Number:	0200153633
Address of Branch of Bank Maintaining Account:	7815 Woodmont Avenue, Bethesda, MD 20814

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

a. A letter from the President or Secretary of the Franchisor directing the Bank to pay out such funds to _____

accompanied with a written notice from the Securities Commissioner stating that he or she takes no exception to the release of such funds to _____.

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

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

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

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

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

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

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

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

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

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

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

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

TROPICAL SMOOTHIE CAFÉ, LLC
[FRANCHISOR]

WITNESS:

By: 
Mike Rotondo, Chief Executive Officer

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

ATTEST:

EAGLE BANCORP, INC., as Bank

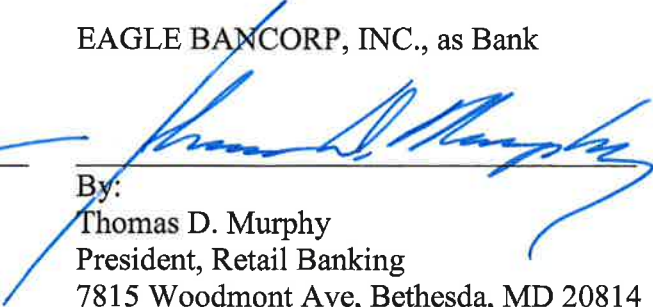

By: 
Thomas D. Murphy
President, Retail Banking
7815 Woodmont Ave, Bethesda, MD 20814
240-497-2042

**EXHIBIT B TO
MARYLAND ADDENDUM
FORM OF RELEASE**

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

FORM OF GENERAL RELEASE

THIS RELEASE is entered into as of _____, 20____, (the “**Effective Date**”) between 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 4182025

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. **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. **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. **General Release.** Pursuant to COMAR 02.02.08.16L, the general release otherwise required by the Agreement as a condition of renewal, sale and/or assignment/transfer does not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. **Release of Prior Claims.** The following sentence is added at the end of Section 20:

Provided, however, that nothing in this Section applies to any liability under the Maryland Franchise Registration and Disclosure Law.

5. **Limitation of Claims.** Any limitations of claims provisions will not act to reduce the 3-year statute of limitations afforded you for bringing a claim arising under Maryland Franchise Registration and Disclosure Law. All claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise to you.

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

7. **No Waiver.** Nothing in this Agreement is intended to nor will it act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law, including, but not limited to, any acknowledgments or representations made by you which disclaim the occurrence and/or acknowledge the non-occurrence of acts that would constitute a violation of the Maryland Franchise Registration and Disclosure Law.

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

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

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

Us:

You:

TSC FRANCHISOR, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

Additional Disclosures:

1. MINNESOTA LAW PROVIDES YOU WITH CERTAIN TERMINATION AND NON-RENEWAL RIGHTS. MINN. STAT. §80C.14 SUBD. 3, 4 AND 5 REQUIRE, EXCEPT IN CERTAIN CASE, THAT YOU BE GIVEN 90 DAYS' NOTICE OF TERMINATION (WITH 60 DAYS TO CURE) AND 180 DAYS' NOTICE FOR NONRENEWAL OF THE FRANCHISE AGREEMENT.
2. MINN. STAT. §80C.21 AND MINN. RULE 2860.4400J PROHIBIT US FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. IN ADDITION, NOTHING IN THE DISCLOSURE DOCUMENT OR AGREEMENT CAN ABROGATE OR REDUCE ANY OF YOUR RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES, CHAPTER 80C, OR YOUR RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OF THE JURISDICTION.
3. Item 13 is amended to state that we will protect your right to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify you from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.
4. Item 17 is amended by adding the following:

You and your owners must execute general releases, in form and substance satisfactory to us, of any and all claims against us, and our affiliates, officers, directors, employees, agents, successors and assigns, except for matters coming under the Minnesota Franchise law.
5. Item 17, summary column for (f) is amended to add the following:

With respect to franchises governed by Minnesota law, we will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5 which require, except in certain specified cases, that you be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for nonrenewal of the Franchise Agreement and that consent to transfer of the franchise will not be unreasonably withheld.
6. Item 17, summary column for (m) is amended to add the following:

Any release signed as a condition of transfer will not apply to any claims you may have under the Minnesota Franchise Act.
7. Item 17, summary columns for (v) and (w) are amended to add the following:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit us from requiring litigation to be conducted outside Minnesota. In addition, nothing in this disclosure document or agreement can abrogate or reduce any of your rights as provided for in Minnesota Statutes, Chapter 80C, or your rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.
8. Item 17 is amended to include the following at the end:

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

**MINNESOTA RIDER TO THE
TSC FRANCHISOR, LLC
FRANCHISE AGREEMENT**
TSC MN RIDER 10152024

THIS RIDER (the “**Rider**”) is effective as of _____, 20__ (the “**Agreement Date**”), and amends the Franchise Agreement dated _____, 20__ (the “**Agreement**”), between TSC FRANCHISOR, LLC (“**we**”, “**us**”, “**our**” or the “**Franchisor**”) and _____ (“**you**”, “**your**” or the “**Franchisee**”).

1. **Background.** You and we are parties to that certain Franchise Agreement dated _____, 20__ (the “**Franchise Agreement**”) that has been signed concurrently with the signature of this Rider. This Rider is annexed to and forms part of the Franchise Agreement. This Rider is being signed because the Tropical Smoothie Cafe Restaurant to be operated by you pursuant to the Franchise Agreement will be located in the State of Minnesota and/or because you are a resident of the State of Minnesota.

2. **Renewal Term.** Paragraph 2.B.6. is amended to read as follows:

You and each owner of your Franchised Business executes a general release (on our then-standard form) of any and all claims against us, our affiliates, and our respective owners, officers, directors, agents and employees, except for matters coming under the Minnesota Franchise law.

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

4. **Default and Termination.** The following is added at the beginning of Section 14:

Minnesota Law provides you with certain termination and non-renewal rights. Minn. Stat. §80C.14 Subd. 3, 4 and 5 require, except in certain case, that you be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice for nonrenewal of the Franchise Agreement.

5. **Governing Law.** The following sentence is added at the end of Section 18.C.

MINN. STAT. §80C.21 AND MINN. RULE 2860.4400J PROHIBIT US FROM REQUIRING LITIGATION TO BE CONDUCTED OUTSIDE MINNESOTA. IN ADDITION, NOTHING IN THE DISCLOSURE DOCUMENT OR AGREEMENT CAN ABROGATE OR REDUCE ANY OF YOUR RIGHTS AS PROVIDED FOR IN MINNESOTA STATUTES, CHAPTER 80C, OR YOUR RIGHTS TO ANY PROCEDURE, FORUM, OR REMEDIES PROVIDED FOR BY THE LAWS OF THE JURISDICTION.

6. **Injunctive Relief.** Nothing in the Franchise Agreement is construed to mean that you are consenting to our obtaining injunctive relief. We may, however, seek injunctive relief. The court will determine if a bond is required.

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

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

No statement, questionnaire, or acknowledgement signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect

of (i) waiving any claims under applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

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

Us:

You:

TSC FRANCHISOR, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

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

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

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

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

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

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

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

Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following 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.

8. 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: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

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

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

Item 17, summary columns for (v) and (w) are amended to add the following:

Any provision in the Franchise Agreement restricting jurisdiction or venue to a forum outside Rhode Island or requiring the application of the laws of a state other than Rhode Island is void as to a claim otherwise enforceable under the Rhode Island Franchise Investment Act.

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

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

ADDENDUM
TO FRANCHISE DISCLOSURE DOCUMENT FOR
TSC FRANCHISOR, LLC
STATE OF SOUTH DAKOTA
TSC SD ADDENDUM 10152024

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

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

2. The summary statement of provision (q) of Item 17, is deleted in its entirety and the following substituted in its place:

The Franchise Agreement provides that you cannot compete anywhere for 2 years after termination or expiration. However, covenants not to compete upon termination or expiration of a Franchise Agreement are generally unenforceable in the State of South Dakota, except in certain instances as provided by law.

3. Any provision that provides that the parties waive their right to claim punitive, exemplary, incidental, indirect, special or consequential damages may not be enforceable under South Dakota Law. If any of the provisions in this disclosure document or the Franchise Agreement are inconsistent with this paragraph, the terms of this paragraph will prevail with regard to any franchise sold in South Dakota.

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

**SOUTH DAKOTA RIDER TO
TSC FRANCHISOR, LLC
FRANCHISE AGREEMENT**
TSC SD Rider 10152024

THIS RIDER (the “**Rider**”) is effective as of _____, 20__ (the “**Agreement Date**”), and amends the Franchise Agreement dated _____, 20__ (the “**Agreement**”), between TSC FRANCHISOR, LLC (“**we**”, “**us**”, “**our**” or the “**Franchisor**”) and _____ (“**you**”, “**your**” or the “**Franchisee**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Termination.** The following is added to Section 14:

You will have 30 days written notice with an opportunity to cure prior to termination for the following: breach of the Franchise Agreement, failure to meet performance and quality standards and failure to make royalty payments.

3. **Covenants Not to Complete.** Covenants not to compete on termination or expiration of a Franchise Agreement are generally unenforceable in the state of South Dakota, except in certain instances as provided by law. This statement is given for informational purposes only.

4. **Jurisdiction and Venue.** Any provision which designates jurisdiction or venue or requires you to agree to jurisdiction or venue in a forum outside South Dakota is void with respect to any cause of action which is otherwise enforceable in South Dakota.

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

Us:

You:

TSC FRANCHISOR, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

In recognition of the restrictions contained in Section 13.1-564 of the Virginia Retail Franchising Act (the “Act”), the Franchise Disclosure Document for TSC FRANCHISOR, LLC for use in the Commonwealth of Virginia is amended as follows:

Pursuant to Section 13.1-564 of the Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any ground for default or termination stated in the franchise agreement does not constitute “reasonable cause,” as that term may be defined in the Act or the Laws of Virginia, that provision may not be enforceable.

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

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

The following is added to Item 17 of the FDD:

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

**VIRGINIA RIDER TO
TSC FRANCHISOR, LLC
FRANCHISE AGREEMENT**
TSC VA RIDER 10152024

THIS RIDER (the “**Rider**”) is effective as of _____, 20__ (the “**Agreement Date**”), and amends the Franchise Agreement dated _____, 20__ (the “**Agreement**”), between TSC FRANCHISOR, LLC (“**we**”, “**us**”, “**our**” or the “**Franchisor**”) and (“**you**”, “**your**” or the “**Franchisee**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

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

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

Us:

You:

TSC FRANCHISOR, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act (the “Act”), Chapter 19.100 RCW, prevails.

Section RCW 19.100.180 of the Act, may supersede the Franchise Agreement in your relationship with us, including the area of termination and renewal of your franchise. There may also be court decisions which may supersede the Franchise Agreement in your relationship with us including the area of termination and renewal of your franchise.

In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

A release or waiver of rights executed by you will not include rights under the Act or any rule or order thereunder except when signed pursuant to a negotiated settlement after the agreement(s) are in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

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

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

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

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

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

THIS RIDER (the “**Rider**”) is effective as of _____, 20__ (the “**Agreement Date**”), and amends the Franchise Agreement dated _____, 20__ (the “**Agreement**”), between TSC FRANCHISOR, LLC (“**we**”, “**us**”, “**our**” or the “**Franchisor**”) and _____ (“**you**”, “**your**” or the “**Franchisee**”).

1. **Precedence and Defined Terms.** This Rider is an integral part of, and is incorporated into, the Agreement. Nevertheless, this Rider supersedes any inconsistent or conflicting provisions of the Agreement. Terms not otherwise defined in this Rider have the meanings as defined in the Agreement.

2. **Washington Franchise Investment Protection Act.** In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act (the “**Act**”), Chapter 19.100 RCW, prevail

3. **Relationship.** Section RCW 19.100.180 of the Act may supersede this Agreement in your relationship with us, including the area of termination and renewal of your franchise. There may also be court decisions which may supersede this Agreement in your relationship with us including the area of termination and renewal of your franchise.

4. **Dispute Resolution.** In any arbitration or mediation involving a franchise purchased in Washington, the arbitration or mediation site will be either in the state of Washington, or in a place mutually agreed upon at the time of the arbitration or mediation, or as determined by the arbitrator or mediator at the time of arbitration or mediation. In addition, if litigation is not precluded by the franchise agreement, a franchisee may bring an action or proceeding arising out of or in connection with the sale of franchises, or a violation of the Washington Franchise Investment Protection Act, in Washington.

5. **Waiver of Rights.** A release or waiver of rights executed by you will not include rights under the Act or any rule or order thereunder except when signed pursuant to a negotiated settlement after the agreement(s) are in effect and where the parties are represented by independent counsel. Provisions such as those which unreasonably restrict or limit the statute of limitations period for claims under the Act, rights or remedies under the Act such as a right to a jury trial may not be enforceable.

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

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

8. **No-poaching Provisions.** RCW 49.62.060 prohibits a franchisor from restricting, restraining, or prohibiting a franchisee from (i) soliciting or hiring any employee of a franchisee of the same franchisor or (ii) soliciting or hiring any employee of the franchisor. As a result, any such provisions contained in the franchise agreement or elsewhere are void and unenforceable in Washington.

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

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

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

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

Intending to be bound, you and we sign and deliver this Rider in 2 counterparts effective on the Agreement Date, regardless of the actual date of signature.

Us:

You:

TSC FRANCHISOR, LLC

By: _____

Name: _____

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT G TO THE DISCLOSURE DOCUMENT

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

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

TSC Lease Addendum 10152024

Landlord/Lessor: _____

Tenant/Lessee: _____

Notice
Address: _____

Notice
Address: _____

Franchisor: TSC Franchisor, LLC
Notice Address: 1117 Perimeter Center West, Suite W200
Atlanta, Georgia 30338

Date: Effective as of the Date of the Lease Between Landlord and Tenant (the “**Lease**”)

Leased Premises/Location of Leased Site: (Center Name/Address): _____

Landlord, Franchisor, and Tenant agree to this addendum (“**Addendum**”) as follows:

1. Tenant is a TROPICAL SMOOTHIE CAFE® franchisee. The Leased Premises shall be used solely for the operation of a smoothie beverage/sandwiches/gourmet wraps/salads/soups/coffee drinks restaurant, offering for sale a wide range of smoothie drinks and other products, at retail, and related products or services approved by the Franchisor under the trade name **TROPICAL SMOOTHIE®, TROPICAL SMOOTHIE CAFE®,** or any name authorized by the Franchisor, pursuant to Tenant’s franchise agreement (the “**Franchise Agreement**”) with Franchisor. The Landlord acknowledges that such use shall not violate any existing exclusives granted to any other existing tenant of the Landlord.

2. Landlord shall provide to Franchisor, at Franchisor’s then current Notice Address, copies of any written Notice of Default (“**Default**”) given to Tenant under the Lease, concurrently with giving such notices to Tenant. Landlord grants to Franchisor, at Franchisor’s option, the right (but not the obligation) to cure any Default under the Lease (should Tenant fail to do so) within 15 days after the expiration of the period in which Tenant may cure the Default.

3. In the event of a Default of the Lease by Tenant, a default of the Franchise Agreement by Tenant, a default by Tenant under any loan agreement or any related loan documents with Franchisor or its affiliate, or expiration or termination of the Franchise Agreement, and upon written notice to Landlord by Franchisor to accept written assignment of the Lease to Franchisor as replacement tenant (“**Agreement Notice**”), Franchisor (or its designee acceptable to Landlord) shall become Tenant of the Leased Premises and shall become liable for all obligations under the Lease arising after the date of the Assignment Notice.

4. No amendment or variation of the terms of this Addendum shall be valid unless made in writing and signed by the parties.

5. All notices given pursuant to this Addendum must be sent by registered or certified mail, postage prepaid, to the party's address set forth above. Any party may change its address for receiving notices by giving the other parties written notice of the new address.

Landlord/Lessor

By: _____

Name: _____

Its: _____

Tenant/Lessee/Franchisee

By: _____

Name: _____

Its: _____

TSC Franchisor, LLC / Franchisor

By: _____

Name: _____

Its: _____

EXHIBIT H TO THE DISCLOSURE DOCUMENT

OPERATIONAL MANUAL

Brand Standards Manual

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



INTRODUCTION



FRANCHISE BUSINESS



**BRAND CONSISTENCY
& MARKETING**



**CAFE DESIGN
& CONSTRUCTION**



**FACILITIES REPAIR &
MAINTENANCE**



INTERIOR & EXTERIOR



INSPIRED SERVICE



FOOD SAFETY



**FOOD PREPARATION
& PRODUCTION**



INVENTORY MANAGEMENT



**CAFE MANAGEMENT
& LEADERSHIP**



**SAFETY & RISK
MANAGEMENT**

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Version 1.1 published 02/26/2026.



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Change Log

Change Log

Cafe Operations Manual

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



**BRAND
EXPERIENCE**



**GUEST EXPERIENCE
& RECOVERY**



**FOOD PREPARATION
& PRODUCTION**



**FOOD
SAFETY**



**INVENTORY
MANAGEMENT**



EQUIPMENT



**CLEANING
& MAINTENANCE**



**SAFETY
& SECURITY**

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The safety and security guidelines in this section represent recommended best practices intended to help reduce the risk of accidents, injuries, crime, and property loss. However, these guidelines are not exhaustive and do not guarantee prevention of such incidents. It is the sole responsibility of each franchisee to determine, implement, and enforce the policies and procedures necessary to protect their crew members, guests, and property. Franchisees are also responsible for compliance with all applicable local, state, and federal laws and regulations. The franchisor assumes no liability for any incidents, losses, or injuries that occur, whether or not these recommendations are followed.

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EXHIBIT I TO THE DISCLOSURE DOCUMENT

**ROSTER OF CURRENT AND FORMER FRANCHISEES
AS OF DECEMBER 28, 2025**

ROSTER OF CURRENT FRANCHISEES AS OF DECEMBER 28, 2025

	NAME	STREET ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
*	Glen Johnson and Nick Crouch	7661 US Highway 431	Albertville	Alabama	35950	(938) 336-3350
*	Glen Johnson and Nick Crouch	TBD	Albertville	Alabama	TBD	(501) 442-0089
	Lori Enzor and Rhett Enzor	411 West Bypass	Andalusia	Alabama	36420	(334) 222-5005
*	Glen Johnson and Nick Crouch	TBD	Anniston	Alabama	TBD	(501) 442-0089
*	Glen Johnson and Nick Crouch	TBD	Athens	Alabama	TBD	(501) 442-0089
*	Glen Johnson and Nick Crouch	TBD	Athens	Alabama	TBD	(501) 442-0089
*	Glen Johnson and Nick Crouch	TBD	Athens	Alabama	TBD	(501) 442-0089
*	Glen Johnson and Nick Crouch	TBD	Athens	Alabama	TBD	(501) 442-0089
	Steven Craig Scott	1800 McFarland Boulevard #306	Beloit	Alabama	35404	(205) 331-4070
	Harbhajan Arora	425 20 th Street South Unit 105	Birmingham	Alabama	35233	(205) 203-4206
	Linda Morgan	2790 Legends Parkway	Brookfield	Alabama	36066	(334) 285-4545
	Linda Morgan	6600 Atlanta Hwy	Charles Town	Alabama	36117	(334) 213-2999
	Linda Morgan and Russell Rissman	801 South Memorial Drive	Charleston	Alabama	36067	(334) 730-1602
*	Glen Johnson and Nick Crouch	1311 2 nd Avenue SW, Suite F	Cullman	Alabama	35055	(205) 754-0299
	James Brandon Butler	29740 Urgent Care Drive	Daphne	Alabama	36526	(251) 232-6182
*	Glen Johnson and Nick Crouch	2127 6 th Ave SE, Suite 3	Decatur	Alabama	35601	(256) 333-9033
	Glen Johnson and Nick Crouch	3230 Ross Clark Circle, Suite 3	Dothan	Alabama	36303	(334) 673-5652
	Glen Johnson and Nick Crouch	1640 Ross Clark Circle	Dothan	Alabama	36301	(334) 661-4003
	Rebecca and Mike Burdick	906 Rucker Blvd.	Enterprise	Alabama	36330	(334) 489-4020
	Steven Craig Scott	TBD	Foley	Alabama	TBD	(205) 245-3742

*	Glen Johnson and Nick Crouch	931 Rainbow Drive	Gadsden	Alabama	35901	(256) 501-2100
	Glen Johnson and Nick Crouch	3049 John Hawkins Parkway, Suite 100	Grafton	Alabama	35244	(205) 444-0612
	Steven Craig Scott	225 State Farm Parkway Suite 101	Homewood	Alabama	35209	(205) 637-6344
*	Glen Johnson and Nick Crouch	2899 Allison-Bonnett Memorial Drive	Hueytown	Alabama	35023	(205) 774-3717
	Steven Craig Scott	2324 Whitesburg Drive, SE Suite A	Huntsville	Alabama	35801	(256) 539-9688
	Steven Craig Scott	2075 Cecil Ashburn Drive SE	Huntsville	Alabama	35802	(256) 945-7768
*	Stacy, Robert and Mary Schmidt	TBD	Huntsville	Alabama	TBD	(870) 213-6242
*	Glen Johnson and Nick Crouch	2020 Winchester Rd NE	Huntsville	Alabama	35811	(256) 385-8387
	Jarrett and Amanda Melvin	TBD	Jasper	Alabama	TBD	(850) 240-0313
	Steven Craig Scott	7450 Airport Blvd Suite A	Madison	Alabama	36608	(205) 245-3742
	Steven Craig Scott	1079 Balch Road Suite D	Madison	Alabama	35758	(256) 970-4330
	Steven Craig Scott	5000 Rangeline Crossing Drive Suite G	Mobile	Alabama	36619	(251) 459-0302
	Dimple Ahuja	3008 Zelda Road	Montgomery	Alabama	36106	(334) 517-1872
	Dimple Ahuja	7248 Halcyon Park Drive Unit C	Montgomery	Alabama	36117	(334) 676-2203
	John Michael Tate	1350 Inverness Corners	Morgantown	Alabama	35242	(205) 834-8309
	Linda Morgan and Russell Rissman	200 West Glenn Avenue #100	Morgantown	Alabama	36830	(334) 821-6555
	Steven Craig Scott	1425 McFarland Boulevard	Northport	Alabama	35476	(205) 248-7273

*	Linda Morgan and Russell Rissman	2750 Pepperell Parkway	Opelika	Alabama	36801	(334) 363-0646
	Rebecca and Mike Burdick	TBD	Ozark	Alabama	TBD	(334) 237-1931
	Harbhajan Arora	TBD	Pell City	Alabama	TBD	(205) 980-0900
	Deborah Ann Barthell	TBD	Phenix City	Alabama	TBD	(706) 570-9488
	Steven Craig Scott	9 Du Rhu Drive	Pleasant Prairie	Alabama	36608	(205) 245-3742
	James Brandon Butler	54 Shell Street, Suite 101	Saraland	Alabama	36571	(251) 724-2039
	Dimple Ahuja	TBD	Troy	Alabama	TBD	(205) 415-1309
	Harbhajan Arora	2050 Gadsden Highway, Suite 112	Trussville	Alabama	35173	(205) 537-1058
*	Linda Morgan and Russell Rissman	5037 US Highway 231, Suite 15	Wetumpka	Alabama	36092	(205) 479-2505
	Edward Holmes, Linda Parenti, and Brandon, Jameson and James Lovelace	TBD	Apache Junction	Arizona	TBD	(303) 478-7272
*	Caitlin Marie and Shaun Paul Lovett	TBD	Avondale	Arizona	TBD	(281) 381-3717
	Shaun Paul and Caitlin Marie Lovett	4455 South Miller Road Suite 105	Buckeye	Arizona	85326	(623) 307-8250
	Allison and Stephen Palmieri	TBD	Bullhead City	Arizona	TBD	(928) 846-6169
	Charlotte and Britt Reed	29455 North Cave Creek Road, Suite 124	Cave Creek	Arizona	85331	(480) 550-6604
	Brian and Dara Cupery	1155 W. Ocotilla Road	Chandler	Arizona	85248	(480) 659-3285
*	Allison and Stephen Palmieri	TBD	Flagstaff	Arizona	TBD	(928) 486-7059
*	Allison and Stephen Palmieri	TBD	Flagstaff	Arizona	TBD	(928) 846-6169
	Jeffrey and Laura Hill	891 East Baseline Road, Suite 106	Gilbert	Arizona	85233	(480) 545-6677
*	Jeffrey and Laura Hill	1505 East Warner Road Suite 100	Gilbert	Arizona	85296	(480) 398-8408
*	John Weeber	9455 West Glendale Avenue Suite 120	Glendale	Arizona	85305	(480) 534-3795
*	Kathleen Ann Cole	TBD	Kierland	Arizona	TBD	(586) 634-7839

*	Allison and Stephen Palmieri	3631 Stockton Hill Road	Kingman	Arizona	86409	(928) 288-7490
*	Allison and Stephen Palmieri	1625 Mesquite Ave	Lake Havasu City	Arizona	86403	(928) 302-3880
	Bryan Khaov	2748 South Signal Butte Road, Suite 106	Mesa	Arizona	85209	(480) 588-6911
*	Alkeshkumar Patel and Ajeet Bhargava	1130 South Alma School Road, Unit 104	Mesa	Arizona	85210	(480) 650-4624
*	Alkeshkumar Patel	TBD	Mesa	Arizona	TBD	(928) 792-3417
*	Alkeshkumar Patel	TBD	Mesa	Arizona	TBD	(928) 792-3417
*	Alkeshkumar Patel	TBD	Mesa	Arizona	TBD	(928) 792-3417
	Michael Kort and Thomas Schmid	TBD	Neenah	Arizona	TBD	(586) 588-5775
	Charlotte and Britt Reed	TBD	Norterra	Arizona	TBD	(602) 622-2931
	John Weeber	25738 North Lake Pleasant Parkway Suite 102	Peoria	Arizona	85383	(480) 219-2134
*	John Weeber	4750 South 48 th Street Suite 109	Phoenix	Arizona	85040	(480) 586-2949
	Britt and Charlotte Reed	2965 West Dove Valley Road, Suite 200	Phoenix	Arizona	85085	(602) 416-1200
	Wendy and Chad Nelson	7850 East Florentine Road	Prescott	Arizona	86314	(928) 277-0215
*	Jeffrey and Laura Hill	20500 South Signal Butte Road, Unit 101	Queen Creek	Arizona	85142	(480) 903-5810
*	Jeffrey and Laura Hill	TBD	Queens Creek	Arizona	TBD	(954) 806-9333
	John Weeber	15033 N Thompson Peak Pkwy, Suite D-10	Scottsdale	Arizona	85260	(480) 878-5588
*	John Weeber	4032 North Scottsdale Road, Suite A	Scottsdale	Arizona	85251	(602) 805-4717
	John Weeber	TBD	Scottsdale	Arizona	TBD	(570) 902-5561
*	Kathleen Ann Cole	7101 East Thunderbird Road, Suite 104	Scottsdale	Arizona	85254	(480) 908-5180

*	Kathleen Ann Cole	23415 North Scottsdale Road Suite G105	Scottsdale	Arizona	85255	(480) 257-4880
*	Ryan Arnone, Samip Patel, and Vincent Muskiet	562 South State Highway 92	Sierra Vista	Arizona	85635	(520) 685-8373
*	Jeffrey and Laura Hill	TBD	Sun Tan Valley	Arizona	TBD	(954) 806-9333
*	Caitlin Marie and Shaun Paul Lovett	TBD	Surprise	Arizona	TBD	(281) 381-3717
*	Caitlin Marie and Shaun Paul Lovett	16324 West Pat Tillman Boulevard Suite 105	Surprise	Arizona	85387	(623) 307-7650
*	Ryan Arnone, Samip Patel, and Vincent Muskiet	TBD	Tucson	Arizona	TBD	(816) 982-5699
*	Ryan Arnone, Samip Patel, and Vincent Muskiet	TBD	Tucson	Arizona	TBD	(816) 982-5699
*	Ryan Arnone, Samip Patel, and Vincent Muskiet	2470 North Campbell Avenue	Tucson	Arizona	85719	(520) 303-7270
*	Allison and Stephen Palmieri	TBD	Yuma	Arizona	TBD	(928) 846-6169
	Glen Johnson and Nick Crouch	1517 Military Road	Benton	Arkansas	72015	(501) 408-5616
	Glen Johnson and Nick Crouch	118 Harvest Drive	Bryant	Arkansas	72022	(501) 593-4653
	Glen Johnson and Nick Crouch	2035 W Main Street Suite A	Cabot	Arkansas	72023	(501) 286-6009
	Glen Johnson and Nick Crouch	1409 East Centerton Boulevard	Centerton	Arkansas	72719	(479) 224-4994
	Glen Johnson and Nick Crouch	705 Club Lane #109	Conway	Arkansas	72034	(501) 764-4800
*	Glen Johnson and Nick Crouch	175 E Oak Street	Conway	Arkansas	72032	(405) 367-2677
	Glen Johnson and Nick Crouch	3878 Crossover Road, Suite 10	Fayetteville	Arkansas	72703	(479) 582-4444
	Glen Johnson and Nick Crouch	1109 Martin Luther King	Fayetteville	Arkansas	72701	(479) 332-4755
*	Glen Johnson and Nick Crouch	6901 Rogers Ave Suite A	Fort Smith	Arkansas	72903	(479) 452-1833
*	Glen Johnson and Nick Crouch	3308 Central Avenue	Hot Springs	Arkansas	71913	(501) 622-2551

	Glen Johnson, Nick Crouch, and Robert Morris	140 John Harden Drive #29	Jacksonville	Arkansas	72076	(501) 241-2233
	Glen Johnson and Nick Crouch	3410 E Johnson Ave, Suite Q	Jonesboro	Arkansas	72401	(870) 932-8767
	Glen Johnson and Nick Crouch	2529 South Caraway Road	Jonesboro	Arkansas	72401	(870) 218-3134
	Glen Johnson and Nick Crouch	17710 Cantrell Road	Little Rock	Arkansas	72223	(501) 224-1113
	Glen Johnson and Nick Crouch	410 S. University Avenue - Suite 140	Little Rock	Arkansas	72205	(501) 280-9988
*	Glen Johnson and Nick Crouch	11312 Bass Pro Parkway Suite A	Little Rock	Arkansas	72210	(501) 407-0920
*	Glen Johnson and Nick Crouch	16900 Chenal Parkway, Suite 100	Little Rock	Arkansas	72223	(501) 817-3154
	Glen Johnson and Nick Crouch	322 Broadway Street	Little Rock	Arkansas	72201	(501) 246-3145
*	Glen Johnson and Nick Crouch	10000 North Rodney Parham Road	Little Rock	Arkansas	72227	(501) 431-0070
	Glen Johnson and Nick Crouch	101 Monument Drive, Suite H	Lowell	Arkansas	72745	(479) 315-4388
	Glen Johnson and Nick Crouch	12311 Maumelle Blvd.	Maumelle	Arkansas	72113	(501) 851-9555
	Glen Johnson and Nick Crouch	5504 JFK Blvd	North Little Rock	Arkansas	72401	(501) 753-8500
*	Glen Johnson and Nick Crouch	2600 Main Street	North Little Rock	Arkansas	72114	(501) 904-5212
	Jigna Patel	502 Mallard Loop Suite E	Pine Bluff	Arkansas	71603	(870) 536-7040
	Glen Johnson and Nick Crouch	3351 Pinnacle Hills Parkway	Rogers	Arkansas	72758	(479) 273-2000
*	Glen Johnson and Nick Crouch	605 N Arkansas Avenue	Russellville	Arkansas	72801	(479) 498-0788
	Glen Johnson and Nick Crouch	310 E. Beebe Capps Expy	Searcy	Arkansas	72143	(501) 305-3665
*	Glen Johnson and Nick Crouch	1510 Country Club Road	Sherwood	Arkansas	72120	(501) 222-8820

	Glen Johnson and Nick Crouch	3200 East Highway 412, Suite 70	Siloam Springs	Arkansas	72761	(479) 373-1090
	Glen Johnson and Nick Crouch	7022 West Sunset Avenue, Suite 1	Springdale	Arkansas	72762	(479) 361-9999
*	Glen Johnson and Nick Crouch	2118 South Main Street , AR	Stuttgart	Arkansas	72160	(870) 345-6650
*	Ankit, Gayatriben, and Tejash Patel	2025 Fayetteville Road Suite A	Van Buren	Arkansas	72956	(479) 471-5359
*	Bobby Kang	9480 Talbert Avenue	Fountain Valley	California	92708	(714) 375-0018
	Bobby Kang	12799 E. Foothill Blvd., Ste. A	Rancho Cucamonga	California	91739	(909) 899-0708
	Prince and Jaymik Patel	5830 Independence Street, Suite 100	Arvada	Colorado	80002	(303) 403-9888
	Prince and Jaymik Patel	9615-D E. County Line Rd	Centennial	Colorado	80112	(303) 799-4133
	Prince and Jaymik Patel	7895 Silicon Height, Suite 100	Colorado Springs	Colorado	80939	(719) 358-7619
	Prince and Jaymik Patel	7587 N Academy Blvd, Suite 105	Colorado Springs	Colorado	80920	(719) 896-4104
*	Nathan and Robert Rose, and Sydney Smith	TBD	Colorado Springs	Colorado	TBD	(304) 395-3447
	Prince and Jaymik Patel	4486 Peoria Street	Denver	Colorado	80239	(720) 328-1690
	Prince and Jaymik Patel	575 Lincoln Street, Unit D	Denver	Colorado	80203	(303) 593-2462
	Sandhya Harikrishnan	700 South College Avenue	Fort Collins	Colorado	80524	(970) 825-5111
	Sangeeta Rao and Rajesh Vaswani	TBD	FORT COLLINS	Colorado	TBD	(217) 390-9251
*	Nathan and Robert Rose, and Sydney Smith	TBD	Fountain	Colorado	TBD	(304) 395-3447
	Eduardo and Alejandro Ramos, and Corina Groeger	TBD	Fruita	Colorado	TBD	(616) 490-9304

*	Eduardo and Alejandro Ramos, and Corina Groeger	2536 Rimrock Avenue, #500	Grand Junction	Colorado	81505	(970) 424-0405
*	Alejandro Ramos and Corina Groeger	TBD	Grand Junction	Colorado	TBD	(616) 648-0445
	Prince and Jaymik Patel	1485 Park Central Drive	Highlands Ranch	Colorado	80129	(303) 470-0746
	Prince and Jaymik Patel	548 W South Boulder Rd.	Lafayette	Colorado	80026	(303) 997-7385
*	Alejandro Ramos and Corina Groeger	TBD	Montrose	Colorado	TBD	(616) 648-0445
*	Nathan and Robert Rose, and Sydney Smith	TBD	Monument	Colorado	TBD	(304) 395-3447
	Tyrone Baxter	1565 US Highway 50 West, Ste C	Pueblo	Colorado	81008	(719) 299-4431
	Prince and Jaymik Patel	570 East 144 th Avenue	Thornton	Colorado	80023	(720) 600-0363
	Prince and Jaymik Patel	7303 Federal Boulevard, Suite 300	Westminster	Colorado	80030	(303) 429-0495
	Prince and Jaymik Patel	3753 Wadsworth Blvd, STE 115	Wheat Ridge	Colorado	80033	(303) 403-0333
*	Mohamad and Husam Alramahi, Sanaa Abdel-Qader Alaa, and Abdallah Alsaqri	123 Farmington Avenue, Suite P16	Bristol	Connecticut	6010	(860) 255-2531
*	Rushit Shah, and Rohan, Ankit, Raj and Brijan Patel	TBD	Canton	Connecticut	TBD	(732) 397-1515
*	Harsh and Jitendra Patel	TBD	Derby	Connecticut	TBD	(978) 652-6176
	Kush and Tejas Patel	TBD	East Haven	Connecticut	TBD	(475) 355-0962
*	Hiren Patel	TBD	Fairfield	Connecticut	TBD	(973) 342-1421
*	Mohamad and Husam Alramahi, Sanaa Abdel-Qader Alaa, and Abdallah Alsaqri	TBD	Glastonbury	Connecticut	TBD	(860) 997-2355
*	Harsh and Jitendra Patel	TBD	Hamden	Connecticut	TBD	(978) 652-6176
*	Harsh and Jitendra Patel	TBD	Haverhill	Connecticut	TBD	(978) 652-6176

*	Hiren Patel, Setu Kararia, Komal Kalariya, and Satyen Shah	1590 Boston Post Road	Milford	Connecticut	6460	(203) 283-9101
	Hiren Patel, Setu Kararia, Komal Kalariya, and Satyen Shah	15 Dixwell Avenue	New Haven	Connecticut	6511	(203) 691-5428
	Abdallah Alsaqri and Sanaa Abdel-Qader	12-C Fenn Road	Newington	Connecticut	6111	(860) 436-5272
*	Hiren Patel	102 Universal Drive North	North Haven	Connecticut	6473	(475) 277-1030
	Bhagirath and Mukesh Patel	TBD	Rocky Hill	Connecticut	TBD	(860) 913-8545
*	Hiren Patel	TBD	Shelton	Connecticut	TBD	(973) 342-1421
*	Savan Patel, Rishi Bhut, Vraj Desai, and Siddarth Lilaney	TBD	South Windsor	Connecticut	TBD	(860) 948-0153
*	Rushit Shah, and Rohan, Ankit, Raj and Brijan Patel	TBD	Southington	Connecticut	TBD	(732) 397-1515
*	Hiren Patel	TBD	Stamford	Connecticut	TBD	(973) 342-1421
*	Hiren Patel	475 Hawley Lane	Stratford	Connecticut	6614	(860) 751-0210
*	Hiren Patel	TBD	Stratford	Connecticut	TBD	(973) 342-1421
*	Hiren Patel	TBD	Westport	Connecticut	TBD	(973) 342-1421
*	Rushit Shah, and Rohan, Ankit, Raj and Brijan Patel	TBD	Wethersfield	Connecticut	TBD	(732) 397-1515
	Jigna Kalpesh Patel	TBD	Bear	Delaware	TBD	(302) 897-7464
	Anik and Rutica Patel	370 Walmart Drive Suite 3	Camden	Delaware	19934	(302) 538-7423
	Jigna Kalpesh Patel	1225 North Dupont Highway Suite E	Dover	Delaware	19901	(302) 385-0000
*	Jigna Kalpesh Patel	TBD	Middleton	Delaware	TBD	(302) 897-7464
	Mahmoud Al Hamad	TBD	Middletown	Delaware	TBD	(443) 365-7733
*	Dhruv, Rutica and Anik Patel	TBD	Milford	Delaware	TBD	(253) 623-8663
*	Dhruv, Rutica and Anik Patel	TBD	Millsboro	Delaware	TBD	(253) 623-8663
	Dennis Norris	3252 Fashion Center Blvd	Newark	Delaware	19702	(302) 570-7109

Leslie Lindsey, and Martin, Adrian and Kandice Lewis	230 E. Main Street Suite 622	Newark	Delaware	19711	(302) 266-4121
Komalben R. and Jigna Kalpesh Patel	4742 Limestone Road	Wilmington	Delaware	19808	(302) 510-6109
Jigna Kalpesh Patel	3216 Kirkwood Highway	Wilmington	Delaware	19808	(302) 407-6639
Jigna Kalpesh Patel	TBD	Wilmington	Delaware	TBD	(302) 897-7464
Dennis Norris	824 North Market Street Suite 104	Wilmington	Delaware	19801	(302) 842-2164
Oubab Khalil	425 I Street NW	Washington	District of Columbia	20001	(202) 851-4055
David and Alesha Magby	2490 Market Street NE, Suite 604	Washington	District of Columbia	20018	(202) 808-3060
David and Alesha Magby	2234 Town Center Drive SE	Washington	District of Columbia	20020	(202) 621-7295
Do Yong Kim	1250 Half Street Southeast #108	Washington	District of Columbia	20003	(202) 478-6373
Tyna Sanchez and Erica Blanch	TBD	Washington	District of Columbia	TBD	(571) 235-8118
Sharon, Scott and Cameron Moore	716 Monroe Street NE	Washington	District of Columbia	20017	(202) 526-3459
Antoinette and Kennith Bailey	6800 Georgia Avenue Northwest	Washington	District of Columbia	20012	(771) 202-8150
* Oubab Khalil	TBD	Washington	District of Columbia	TBD	(214) 519-4646
* Oubab Khalil	TBD	Washington	District of Columbia	TBD	(214) 519-4646
* Oubab Khalil	TBD	Washington	District of Columbia	TBD	(214) 519-4646
Do Yong Kim	TBD	Washington DC	District of Columbia	TBD	(703) 867-1312
Dhairya and Lokita Chaudhari	TBD	Alachua	Florida	TBD	(352) 246-9545
* Zuhdi Abduljawad	TBD	Alafaya	Florida	TBD	(321) 263-1261
Arman Marukyan	851 South State Road 434	Altamonte Springs	Florida	32714	(407) 294-0098
* Zuhdi Abduljawad	TBD	Altamonte Springs	Florida	TBD	(321) 263-1261

	Tyrone Blockton	7054 Waterset Boulevard	Apollo Beach	Florida	33572	(813) 723-4310
	Richard Pettingill and Raymond Sussek	3030 E. Semoran Blvd	Apopka	Florida	32703	(407) 755-1112
	Dhairya Chaudhari	TBD	Archer	Florida	TBD	(352) 246-9545
	Stacey Applebee and Mark Steele	TBD	Atlantic Beach	Florida	TBD	(904) 536-9582
	Kimber and Jack Cleghorn	TBD	Atlantic Beach	Florida	TBD	(863) 559-3646
	Anupam Patel	TBD	Auburndale	Florida	TBD	(219) 299-4605
	Phong Thai Ho	5072 Annunciation Circle, Suite 101	Ave Maria	Florida	34142	(239) 867-4492
	Howard and Chenzira Raphael	TBD	Aventura	Florida	TBD	(917) 684-4640
	Jack Cleghorn	1490 North Broadway Avenue	Bartow	Florida	33830	(863) 519-9111
	Thomas and Chun Chow, and Adam McCahill	TBD	Bayside Lakes	Florida	TBD	(904) 238-0701
*	Robert and Matthew Tanner	119 West Palmetto Park Road, Suite 100	Boca Raton	Florida	33432	(561) 990-7175
	Debra and Roy Crombie	17940 South Military TR	Boca Raton	Florida	33496	(561) 910-1613
	Delrose and Cornel Marriott	1025 Gateway Blvd. #305	Boynton Beach	Florida	33426	(561) 733-0059
	Marianna and Andrea Tenorio	6645 W. Boynton Beach Boulevard	Boynton Beach	Florida	33437	(561) 336-3031
	Nancy and David Chapman	512 E Woolbright Road	Boynton Beach	Florida	33435	(561) 877-8495
	Rajesh Harkhani and Krunal Zalavadiya	1007 1 st St East	Bradenton	Florida	34208	(941) 747-0505
*	Joseph Hudson, and Daniel and Matthew Beaulieu	5702 SR-64 E	Bradenton	Florida	34208	(941) 201-6836
*	Joseph Hudson, and Daniel and Matthew Beaulieu	13232 SR64 E	Bradenton	Florida	34212	(941) 896-5907
*	Joseph Hudson, and Daniel and Matthew Beaulieu	TBD	Bradenton	Florida	TBD	(951) 295-6989

	Tyrone Blockton	2330 West Brandon Boulevard	Brandon	Florida	33511	(813) 689-6200
	Tyrone Blockton	811 E Bloomingdale Avenue	Brandon	Florida	33511	(813) 324-7429
	Vipulkumar and Dhairya Chaudhari	13382 Cortez Blvd	Brooksville	Florida	34613	(352) 600-9349
	Danielle and Cooper Curtis	TBD	Cape Canaveral	Florida	TBD	(407) 748-2761
	Danielle and Cooper Curtis	TBD	Cape Canaveral	Florida	TBD	(407) 748-2761
*	Raymond Howell Jr.	1751 NE Pine Island Road, Unit L3	Cape Coral	Florida	33909	(239) 573-0035
	Andrew Howell and Raymond Howell Jr.	2139 Santa Barbara Blvd S	Cape Coral	Florida	33991	(239) 800-5362
	Andrew Howell and Raymond Howell Jr.	333 Southwest 10 th Place Suite 301	Cape Coral	Florida	33991	(239) 251-0420
*	Arman Marukyan	54 Riley Road	Celebration	Florida	34747	(407) 566-8636
	Bradley Freet	27001 US 19 North	Clearwater	Florida	33761	(727) 400-6905
	Dhairya and Lokita Chaudhari	2695 Roosevelt Boulevard	Clearwater	Florida	33760	(727) 536-1800
*	Jean and Bradley Freet	1840 Gulf To Bay Boulevard	Clearwater	Florida	33765	(727) 474-2850
*	Bradley Freet	TBD	Clearwater	Florida	TBD	(727) 515-0018
	Jeff Emery and Carmine Trovato	1615 FL-50 Suite 300	Clermont	Florida	34711	(352) 404-6540
	Dimarie Colon, Hamza Bdair, and Muhib Almkahal	612 Cagan View Road	Clermont	Florida	34714	(352) 296-0010
	Roy and Debra Crombie	6970 N State Rd 7, Suite 103	Coconut Creek	Florida	33073	(954) 482-0866
*	Julia, Michael and Chase Babair	TBD	Connerton	Florida	TBD	(239) 565-6133
	Fahad, Ayaz, and Nawaz Sheikh	TBD	Coral Gables	Florida	TBD	(908) 487-4437
*	Cesar Batista and Karina Batista Caballero	6182 West Sample Road	Coral Springs	Florida	33067	(954) 775-0254

	Sandra and Jim Welzer	1750 University Drive Suite 111	Coral Springs	Florida	33071	(954) 866-6414
*	LeRoy and Mary Smith	7920 Lake Wilson Road, Davenport, FL 33896	Davenport	Florida	33896	(863) 420-4444
	Jim and Sandra Welzer	5780 S University Dr #160	Davie	Florida	33328	(954) 880-0840
	Ahmed and Nesreen Eldeeb	1500 Beville Road #702	Daytona Beach	Florida	32114	(386) 265-1911
*	Robert and Matthew Tanner	1252 W Hillsboro Blvd.	Deerfield Beach	Florida	33442	(954) 573-7401
	Robert and Matthew Tanner	TBD	Deerfield Beach	Florida	TBD	(717) 891-5168
*	Krunal, Ankit, Atul, Krina and Gauravkumar Patel, Harsh Amin, and Amit Shah	TBD	Deerfield Beach	Florida	TBD	(302) 528-3951
	Jarrett and Amanda Melvin	TBD	Defuniak Springs	Florida	TBD	(850) 376-5717
*	Glen Johnson and Nick Crouch	2405 South Woodland Boulevard	Deland	Florida	32720	(386) 490-9096
*	Glen Johnson and Nick Crouch	TBD	Deland	Florida	TBD	(501) 442-0089
*	Jim and Sandra Welzer	4975 West Atlantic Avenue	Delray Beach	Florida	33445	(561) 501-6285
*	Carlos Boozer, Amit Sehgal, and Robert and Matthew Tanner	1724 S. Federal Hwy	Delrey Beach	Florida	33483	(561) 270-2944
	James Brandon Butler	4495 Furling Lane, Suite 120	Destin	Florida	32541	(850) 460-8666
	Albert Muzaurieta and Frank Pena	2000 NW 87 th Ave., Suite #2	Doral	Florida	33172	(786) 331-3960
	Dhairya and Lokita Chaudhari	TBD	Epperson	Florida	TBD	(352) 246-9545
	Andrew Howell and Raymond Howell Jr.	10011 Estero Town Commons Pl. Unit 104A	Estero	Florida	33928	(239) 992-2008

	Dhairya and Lokita Chaudhari	5000 US HWY 17, Suite 7	Fleming Island	Florida	32003	(904) 375-0959
	Davida Rolle	TBD	Florida City	Florida	TBD	(305) 804-6246
	Philip Houston	1851 Cordova Road	Fort Lauderdale	Florida	33316	(954) 523-2268
	Sandra and Jim Welzer	6339 North Andrews Avenue	Fort Lauderdale	Florida	33309	(954) 958-0440
	Genese and Dannie Augustin	2510 W Broward Blvd, Suite 102	Fort Lauderdale	Florida	33312	(954) 530-0624
	Raymond Howell Jr.	9377 Six Mile Cypress Pkwy, Ste 100	Fort Myers	Florida	33966	(239) 931-3100
	Andrew Howell and Raymond Howell Jr.	6611 Orion Drive, #101	Fort Myers	Florida	33912	(239) 561-6220
*	Raymond Howell Jr.	1791 Boy Scout Drive #1	Fort Myers	Florida	33907	(239) 362-0574
*	Raymond Howell Jr.	16250 Summerlin Road, Suite 101	Fort Myers	Florida	33908	(239) 771-8078
	Andrew Howell and Raymond Howell Jr.	13111 Paul J. Doherty Parkway Suite 140	Fort Myers	Florida	33913	(239) 789-1210
	Cesar Batista and Karina Batista Caballero	5212-A Okeechobee Road	Fort Pierce	Florida	34947	(772) 429-1944
	Cesar Batista and Karina Batista Caballero	3211 South US Highway 1	Fort Pierce	Florida	34982	(772) 448-8709
	Dhairya and Lokita Chaudhari	415 C Mary Esther Boulevard, Unit C	Fort Walton Beach	Florida	32548	(850) 244-3688
	James Brandon Butler	206 Northwest Racetrack Road	Fort Walton Beach	Florida	32547	(850) 864-4991
*	Raymond Howell Jr.	11841 Palm Beach Boulevard	Ft. Myers	Florida	33905	(239) 237-2513
*	Joseph Hudson, and Daniel and Matthew Beaulieu	TBD	Ft. Myers-Naples	Florida	TBD	(951) 295-6989

*	Joseph Hudson, and Daniel and Matthew Beaulieu	TBD	Ft. Myers-Naples	Florida	TBD	(951) 295-6989
	Dhairya and Vipulkumar Chaudhari	3345 SW 34 Street Ste 5	Gainesville	Florida	32608	(352) 379-9988
	Vipulkumar and Dhairya Chaudhari	4125 NW 16 th Boulevard	Gainesville	Florida	32605	(352) 363-6227
	Vipulkumar and Dhairya Chaudhari	2651 NW 13 th Street, Suite 20	Gainesville	Florida	32609	(352) 451-4589
*	Krunal, Ankit, Atul, Krina and Gauravkumar Patel, Harsh Amin, and Amit Shah	TBD	Greenacres	Florida	TBD	(302) 528-3951
	James Brandon Butler	211 Gulf Breeze Parkway	Gulf Breeze	Florida	32561	(850) 733-9757
	Terence Cheatom	TBD	Haines City	Florida	TBD	(863) 852-6411
	Josiane Nogueira and Mara Elena Mellado Lagarde	1165 West 49 th Street, Suite 106	Hialeah	Florida	33012	(786) 536-2682
*	Faustino Lopez	18050 Northwest 57 th Avenue	Hialeah	Florida	33015	(786) 536-7453
	Josiane Nogueira and Mara Elena Mellado Lagarde	3645 West 84 th Street, Suite 3	Hialeah Gardens	Florida	33018	(786) 809-3850
	Krunal, Ankit, Atul, Krina and Gauravkumar Patel, Harsh Amin, and Amit Shah	TBD	Highland Beach	Florida	TBD	(302) 528-3951
	Jennifer Sexton-Judy	3320 US Highway 19	Holiday	Florida	34691	(727) 645-8041
	Sandra and Jim Welzer	TBD	Hollywood	Florida	TBD	(305) 766-0207
	Davida Rolle	TBD	Homestead	Florida	TBD	(305) 804-6246
	Dhairya and Lokita Chaudhari	TBD	Homosassa Springs	Florida	TBD	(352) 246-9545
	Cesar Batista and Karina Batista Caballero	660 East Eau Gallie Boulevard Suite 2	Indian Harbour Beach	Florida	32937	(321) 622-8706
*	Glen Johnson and Nick Crouch	10111 San Jose Blvd.	Jacksonville	Florida	32257	(904) 880-5161
	Glen Johnson and Nick Crouch	1808 Hendricks Avenue	Jacksonville	Florida	32207	(904) 399-1514

Glen Johnson and Nick Crouch	2245 COUNTY ROAD 210 W	Jacksonville	Florida	32259	(904) 829-9292
Glen Johnson and Nick Crouch	11900 Atlantic Boulevard Suite 228	Jacksonville	Florida	32225	(904) 564-4784
Jim Mabry	104 Bartram Oaks Walk, Suite 106	Jacksonville	Florida	32259	(904) 230-6360
Glen Johnson and Nick Crouch	7159 Phillips Hwy, Unit #5	Jacksonville	Florida	32256	(904) 332-9555
Glen Johnson and Nick Crouch	9610 Applecross Road, Suite 110	Jacksonville	Florida	32222	(904) 777-8216
Mark Steele	4765 Hodges Blvd Suite 20	Jacksonville	Florida	32224	(904) 503-2682
Glen Johnson and Nick Crouch	13159 City Center Blvd	Jacksonville	Florida	32218	(904) 379-6826
Glen Johnson and Nick Crouch	5895 Roosevelt	Jacksonville	Florida	32244	(904) 379-4480
Glen Johnson and Nick Crouch	13280 Old St. Augustine Road	Jacksonville	Florida	32258	(904) 337-1648
Glen Johnson and Nick Crouch	5821 Beach Boulevard	Jacksonville	Florida	32207	(904) 530-3753
Glen Johnson and Nick Crouch	10618 Deerwood Park Blvd. Ste. 8	Jacksonville	Florida	32256	(904) 506-0699
* Glen Johnson and Nick Crouch	1290 Dunn Avenue	Jacksonville	Florida	32218	(904) 373-7701
Mark Steele	1230 Beach Blvd.	Jacksonville Beach	Florida	32250	(904) 242-4940
Amber and Joby Schraier	3174 Federal Highway	Jensen Beach	Florida	34957	(772) 232-9010
Cesar Batista and Karina Batista Caballero	6671 W. Indianatown Rd Suite 52	Jupiter	Florida	33458	(561) 748-4457
Amber and Joby Schraier	5440 Military Trail, Suite #5	Jupiter	Florida	33458	(561) 624-8775
* Krunal, Ankit, Atul, Krina and Gauravkumar Patel, Harsh Amin, and Amit Shah	TBD	Jupiter	Florida	TBD	(302) 528-3951
Josiane Nogueira and Mara Elena Mellado Lagarde	TBD	Kendale Lakes	Florida	TBD	(857) 272-3465

	Armando Canals, and Fernando and Giancarlo Capote	TBD	Kendall	Florida	TBD	(305) 776-7256
	Yolanda Montoya	2677 W. Osceola Pkwy.	Kissimmee	Florida	34741	(407) 201-3982
	Yolanda Montoya	3222 Rolling Oaks Blvd	Kissimmee	Florida	34747	(407) 507-1537
	Yusmary Piotrowski	4344 Plesant Hill Rd	Kissimmee	Florida	34746	(407) 201-5033
	Yusmary Piotrowski	TBD	Kissimmee	Florida	TBD	(407) 538-9414
*	Glen Johnson and Nick Crouch	13721 US-441	Lady Lake	Florida	32159	(352) 765-9550
	Glen Johnson and Nick Crouch	2786 W US Hwy 90, Suite 101	Lake City	Florida	32055	(386) 344-6978
	Andrew Howell and Raymond Howell Jr.	3785 Lake Emma Road	Lake Mary	Florida	32746	(407) 942-0050
	Brittany and Michele Parsons, and Robert Brian Sakovits	TBD	Lake Nona	Florida	TBD	(321) 436-0810
	Bhrijesh Patel	5970 Jog Road, Suite D	Lake Worth	Florida	33467	(561) 429-3327
	Cesar Batista and Karina Batista Caballero	4270 North Highway 98	Lakeland	Florida	33809	(863) 859-5116
	Jack and Kimber Cleghorn	225 South Florida Avenue	Lakeland	Florida	33801	(863) 686-9474
	Jack Cleghorn	TBD	Lakeland	Florida	TBD	(863) 559-3646
*	Julia, Michael and Chase Babair	TBD	Land O' Lakes	Florida	TBD	(239) 565-6133
*	Krunal, Ankit, Atul, Krina and Gauravkumar Patel, Harsh Amin, and Amit Shah	TBD	Lantana	Florida	TBD	(302) 528-3951
	Juliette and Joe Mormino	1001 West Bay Drive, Unit 102	Largo	Florida	33770	(727) 216-3329
*	Cesar Batista and Karina Batista Caballero	5409 N University Drive	Lauderhill	Florida	33351	(954) 530-4612
	Raymond Howell Jr.	TBD	Lee County	Florida	TBD	(804) 815-6718
	Wendy and Caleb Barriger	10601 US Highway 441 Suite G-2	Leesburg	Florida	34788	(352) 296-0030

	Jame and Joretta Spafford	15673 Southern Blvd. #B 103-104	Loxahatchee	Florida	33470	(561) 657-8480
*	Bradley Freet	23673 State Road 54	Lutz	Florida	33559	(813) 575-9736
	Shirley and Peter St. Germain	1093 N Collier Boulevard, Unit 103	Marco Island	Florida	34145	(239) 970-8866
	Cesar Batista and Karina Batista Caballero	1520 South Babcock Street Suite A	Melbourne	Florida	32901	(321) 952-5575
	Cesar Batista and Karina Batista Caballero	1700 West New Haven Avenue	Melbourne	Florida	32904	(321) 768-9731
	Amber and Joby Schraier	3682 North Wickham Road, Suite E	Melbourne	Florida	32935	(321) 426-7704
	Andrew and Raymond Jr. Howell	2328 Citadel Way	Melbourne	Florida	32940	(321) 241-1140
	Cesar Batista and Karina Batista Caballero	700 East Merritt Island Causeway	Merritt Island	Florida	32952	(321) 454-2303
	Brien and Maria Shellen	13550 Southwest 120 th Street, Suite 452	Miami	Florida	33186	(305) 251-7570
	Fernando and Giancarlo Capote	11290 SW 12 th St., RC 101 (FIU)	Miami	Florida	33199	(305) 348-7534
	Brien and Maria Shellen	8565 Coral Way Suite 101	Miami	Florida	33155	(786) 391-3900
*	Sandra and Jim Welzer	TBD	Miami	Florida	TBD	(305) 766-0207
*	Sandra and Jim Welzer	TBD	Miami	Florida	TBD	(305) 766-0207
	Howard and Chenzira Raphael	5600 Blue Lagoon Drive Suite 5	Miami	Florida	33126	(305) 456-1532
	Genese and Dannie Augustin	TBD	Miami	Florida	TBD	(409) 960-9138
	Genese and Dannie Augustin	TBD	Miami	Florida	TBD	(409) 960-9138
	Genese and Dannie Augustin	TBD	Miami	Florida	TBD	(409) 960-9138
	Fahad, Ayaz, and Nawaz Sheikh	TBD	Miami Beach	Florida	TBD	(908) 487-4437
	Ronald Liebman and Lashonne McBayne	19401 NW 27 th Avenue, Suite 401	Miami Gardens	Florida	33056	(305) 627-3747
	Howard and Chenzira Raphael	TBD	Miami Shores	Florida	TBD	(917) 684-4640

Glen Johnson and Nick Crouch	1782 Blanding Boulevard, Suite 11	Middleburg	Florida	32068	(904) 282-8777
Shahjada Iqbal and Jasmine Ara	TBD	Millenia Mall	Florida	TBD	(407) 520-9243
Rohit Patel	TBD	Millenia Mall	Florida	TBD	(813) 312-4724
Jarrett and Amanda Melvin	TBD	Milton	Florida	TBD	(850) 376-5717
Kelven and Gayla Davis, and Jerrell Lowery	3232 State Road 44	Mt. Dora	Florida	32757	(352) 729-6292
Joseph Hudson, and Daniel and Matthew Beaulieu	5016 Airport Pulling Rd N.	Naples	Florida	34105	(239) 262-3600
Lana and Thomas Hudson	3795 Tamiami Trail East	Naples	Florida	34112	(239) 401-6230
Joseph Hudson, and Daniel and Matthew Beaulieu	13585 Tamiami Trail North Unit #19	Naples	Florida	34110	(239) 591-2241
Amy Reynolds	8855 Immokalee Road #1	Naples	Florida	34120	(239) 331-7445
Peter St. Germain	7335 Radio Road, Suite 2	Naples	Florida	34104	(239) 354-3333
Joseph Hudson, and Daniel and Matthew Beaulieu	4060 Pine Ridge Road, Unit 103	Naples	Florida	34119	(239) 331-7000
Peter St. Germain	7723 Collier Boulevard, Suite 301	Naples	Florida	34113	(239) 228-6895
James Brandon Butler	8646 Navarre Parkway	Navarre	Florida	32566	(850) 936-1320
Dhairya Chaudhari	8863 Little Road	New Port Richey	Florida	34654	(727) 387-4636
* Glen Johnson and Nick Crouch	TBD	New Smyrna	Florida	TBD	(501) 442-0089
* Glen Johnson and Nick Crouch	TBD	New Smyrna	Florida	TBD	(501) 442-0089
James Brandon Butler	703 John Sims Pkwy.	Niceville	Florida	32578	(850) 729-8060
Genese and Dannie Augustin	14500 Biscayne Blvd	North Miami Beach	Florida	33181	(305) 749-6676
* Bradley Freet	17419 Tamiami Trail	North Point	Florida	34287	(941) 423-9472
* Glen Johnson and Nick Crouch	2505 SW College Road, Suite 101	Ocala	Florida	34471	(352) 282-0929

*	Glen Johnson and Nick Crouch	8410 Southwest State Road 200	Ocala	Florida	34481	(352) 296-0080
*	Glen Johnson and Nick Crouch	TBD	Ocala	Florida	TBD	(501) 442-0089
	Jeff Emery and Carmine Trovato	11050 West Colonial Drive Suite 50	Ocoee	Florida	34761	(407) 554-1000
	Jeff Emery and Carmine Trovato	10700 Clarcona Ocoee Road Suite 130	Ocoee	Florida	32703	(321) 410-5150
*	Jean and Bradley Freet	12359 SR54	Odessa	Florida	33556	(727) 476-7435
*	Glen Johnson and Nick Crouch	TBD	Orange County	Florida	TBD	(501) 442-0089
	Glen Johnson and Nick Crouch	266 Blanding Blvd Suite 2	Orange Park	Florida	32073	(904) 644-7353
	Andrew Howell and Raymond Howell Jr.	3402 Technological Avenue #112	Orlando	Florida	32817	(407) 776-8074
	Hovnan Movsisyan and Lusine Zakaryan	7561 West Sandlake Road	Orlando	Florida	32819	(407) 248-0707
	Jason and Anna Vega	4960 E. Colonial Drive	Orlando	Florida	32803	(407) 897-8585
	Alfredo Manzano	63 West Washington Street	Orlando	Florida	32801	(407) 839-0830
	Andrew and Raymond Jr. Howell	12201 Research Pkwy #199	Orlando	Florida	32826	(407) 601-4220
	Andrew Howell and Raymond Howell Jr.	2104 Edgewater Drive	Orlando	Florida	32804	(407) 422-1112
	Andrew Howell and Raymond Howell Jr.	3120 S. Kirkman Road, Suite 5E	Orlando	Florida	32811	(407) 601-7982
	Robert, Michele, and Brittany Parsons	12278 Narcoossee Road Suite 102	Orlando	Florida	32832	(407) 203-8721
	Jacqueline, Esteban, ana Anna Perez	8600 Vineland Avenue, Suite 103	Orlando	Florida	32821	(321) 395-4106
*	Glen Johnson and Nick Crouch	TBD	Orlando	Florida	TBD	(501) 442-0089
*	Glen Johnson and Nick Crouch	TBD	Orlando	Florida	TBD	(501) 442-0089
*	Glen Johnson and Nick Crouch	TBD	Orlando	Florida	TBD	(501) 442-0089

Mohammad Almukahal and Tawfiq Mukahall	13935 Landstar Boulevard, Suite 130	Orlando	Florida	32824	(407) 483-4686
Andrew Howell and Raymond Howell Jr.	TBD	Orlando	Florida	TBD	(804) 815-6718
Andrew Howell and Raymond Howell Jr.	TBD	Orlando	Florida	TBD	(804) 815-6718
Andrew Howell and Raymond Howell Jr.	TBD	Orlando	Florida	TBD	(804) 815-6718
Andrew Howell and Raymond Howell Jr.	TBD	Orlando	Florida	TBD	(804) 815-6718
Zuhdi Abduljawad	3020 Lambertson Boulevard Suite 109	Orlando	Florida	32825	(407) 271-8769
Shahjada Iqbal and Jasmine Ara	5328 Central Florida Parkway	Orlando	Florida	32821	(407) 315-9941
Hamza Bdair, Dimarie Colon, and Muhib Almkahal	TBD	Orlando	Florida	TBD	(941) 726-4553
Zuhdi Abduljawad	TBD	Orlando	Florida	TBD	(321) 263-1261
Nesreen Eldeeb	1474 West Granada Boulevard, Suite 490	Ormond Beach	Florida	32174	(386) 256-3232
Matthew, Lance, and Amy Hemmer	TBD	Ormond Beach	Florida	TBD	(904) 891-7324
Zuhdi Abduljawad	TBD	Ormond Beach	Florida	TBD	(321) 263-1261
Elsayed Elzanfali	8155 Red Bug Lake Rd Suite 109	Oviedo	Florida	32765	(407) 971-9494
Elsayed Elzanfali	45 West Mitchell Hammock Road, Suite 1351	Oviedo	Florida	32765	(407) 542-3078
Jarrett and Amanda Melvin	TBD	Pace	Florida	TBD	(850) 376-5717
Cesar Batista and Karina Batista Caballero	4700 Babcock Street Suite 9	Palm Bay	Florida	32905	(321) 725-6535
Cesar Batista and Karina Batista Caballero	4276 Northlake Blvd.	Palm Beach Gardens	Florida	33410	(561) 624-4513
Cesar Batista and Karina Batista Caballero	2508 PGA Blvd.	Palm Beach Gardens	Florida	33410	(561) 626-0412

	Amber and Joby Schraier	3083 Southwest Martin Downs Boulevard	Palm City	Florida	34990	(772) 223-8856
	Joyce Braider and Nicholas Mellini	5234 Highway 100 E. Suite #107	Palm Coast	Florida	32164	(386) 586-0085
	Glen Johnson and Nick Crouch	250 Palm Coast Parkway NE Suite 203	Palm Coast	Florida	32137	(386) 283-4811
	Dhairya and Lokita Chaudhari	652 West 23 rd Street	Panama City	Florida	32405	(850) 913-9336
	Dhairya and Lokita Chaudhari	11260 Panama City Beach Pkwy, Unit 101	Panama City Beach	Florida	32407	(850) 588-8470
*	Jim and Sandra Welzer	16024 Pines Boulevard #103	Pembroke Pines	Florida	33027	(954) 237-8947
	James Brandon Butler	5147 Bayou Blvd., Ste. C	Pensacola	Florida	32503	(850) 332-6601
	Cody Fierros and James West	TBD	Pinellas	Florida	TBD	(727) 642-2753
	Rajesh Jariwala	TBD	Plant City	Florida	TBD	(540) 797-5732
	Jim and Sandra Welzer	1013 University Drive	Plantation	Florida	33324	(954) 870-5375
	Sandra and Jim Welzer	1700 North East 23 rd Street, Suite 108	Pompano Beach	Florida	33062	(954) 933-3928
	Jim Mabry	830 N A1A, Suite 1	Ponte Vedra Beach	Florida	32082	(904) 280-4044
*	Joseph Hudson, and Daniel and Matthew Beaulieu	24065 Peachland Boulevard, Suite 1	Port Charlotte	Florida	33954	(941) 421-7215
	Ahmed Eldeeb	1781 Dunlawton Avenue, Suite 1	Port Orange	Florida	32127	(386) 301-4225
	Amber and Joby Schraier	9182 South Federal Highway	Port Saint Lucie	Florida	34952	(772) 380-9494
	Amber and Joby Schraier	314 Port St. Lucie Boulevard	Port Saint Lucie	Florida	34984	(772) 878-0092
	Cesar Batista and Karina Batista Caballero	10628 SW Village Parkway	Port Saint Lucie	Florida	34987	(772) 344-6960
	Sara Arruda and Brenda Sutherland	1707 NW St. Lucie West Blvd., Suite 122	Port Saint Lucie	Florida	34986	(772) 621-4504

	Cesar Batista and Karina Batista Caballero	6632 S. Federal Highway	Port Saint Lucie	Florida	34952	(772) 409-4100
	Steven Rolle	11345 US-301 Suite 101	Riverview	Florida	33578	(813) 605-0018
*	Krunal, Ankit, Atul, Krina and Gauravkumar Patel, Harsh Amin, and Amit Shah	TBD	Riviera Beach	Florida	TBD	(302) 528-3951
	Cesar Batista and Karina Batista Caballero	602 Barnes Boulevard	Rockledge	Florida	32955	(321) 305-4910
	Katrina Strand	TBD	Roseland	Florida	TBD	(573) 528-5667
	Amber and Joby Schraier	10229 Okeechobee Boulevard, C 3	Royal Palm Beach	Florida	33411	(561) 792-2886
	Amitbhai “Amit” Patel	112 Seagrove Main St. Suite 114	Saint Augustine	Florida	32080	(904) 461-9090
	Glen Johnson and Nick Crouch	124 Tuscan Way Suite 101	Saint Augustine	Florida	32092	(904) 342-7133
	Amitbhai Patel	4255 US Hwy 1 South, Suite #20	Saint Augustine	Florida	32086	(904) 907-2164
*	Glen Johnson and Nick Crouch	45 Durbin Pavilion Drive, Suite 108	Saint John’s	Florida	32259	(904) 217-3784
	Bradley Freet	2137 66 th Street North	Saint Petersburg	Florida	33710	(727) 821-3100
	Cody Fierros and James West	1201 4 th Street North	Saint Petersburg	Florida	33701	(727) 476-1910
	Richard Pettingill and Raymond Sussek	3715 S. Orlando Drive, Suite 400	Sanford	Florida	32773	(407) 732-6000
	Jasmin Foster and Patrick Foster Jr.	1617 W. P. Ball Boulevard	Sanford	Florida	32771	(321) 407-6390
	Suzanne, Ronald and Sanford Falkowitz	1900 Main Street, Suite 102	Sarasota	Florida	34236	(941) 365-4999
*	Bradley Freet	8605 Tamiami Trail #1	Sarasota	Florida	34238	(941) 220-3402
*	Bradley Freet	5394 Fruitville Road	Sarasota	Florida	34232	(941) 220-3402
	Bradley Freet	3406 Clark Road	Sarasota	Florida	34231	(941) 413-7561
	Hannah and Craig Campbell	TBD	Sebring	Florida	TBD	(863) 991-1600

Tyrone Blockton	4016 Highview Road	Seffner	Florida	33584	(813) 436-0252
Dhairya and Lokita Chaudhari	10720 Park Boulevard	Seminole	Florida	33772	(727) 392-5400
Dawn and Joseph Rogers	6134 South Federal Highway	South Stuart	Florida	34997	(772) 283-7377
Dhairya and Lokita Chaudhari	TBD	Spring Hill	Florida	TBD	(352) 246-9545
Faustino Lopez	TBD	Spring Hill	Florida	TBD	(786) 487-1356
Dhairya and Lokita Chaudhari	TBD	Spring Hill	Florida	TBD	(352) 246-9545
Kaushal Patel	TBD	Spring Hill	Florida	TBD	(850) 228-7855
Bradley Freet	1101 34 th Street North Suite A	St Petersburg	Florida	33713	(727) 623-9915
* Glen Johnson and Nick Crouch	2375 State Road 16	St. Augustine	Florida	32084	(904) 736-5776
Louis Murphy	4621 34 th Street South	St. Petersburg	Florida	33711	(727) 735-0252
Amber and Joby Schraier	1989 Southeast Federal Highway	Stuart	Florida	34994	(772) 220-2995
Amber and Joby Schraier	2491 Northwest Federal Highway	Stuart	Florida	34994	(772) 692-8088
Temeka and George Stewart	3726 Sun City Center Blvd #103	Sun City	Florida	33573	(813) 642-0623
Dannie and Genese Augustin	181 Northwest 136 th Avenue	Sunrise	Florida	33325	(954) 530-9483
Fatama Nargis, Syed Hussain, and Syeda Hussain	904 Thomasville Rd.	Tallahassee	Florida	32303	(850) 224-3600
Sam Osborne	1415 Timberlane Rd. Unit 319	Tallahassee	Florida	32312	(850) 894-4980
Fatama Nargis, Syed Hussain, and Syeda Hussain	3111 Mahan Drive, #23	Tallahassee	Florida	32308	(850) 878-3777
Adam Pope	3839 N. Monroe Street	Tallahassee	Florida	32303	(850) 562-5733
Benny and Christa Chastain	800 Ocala Road, Suite 330	Tallahassee	Florida	32304	(850) 576-4300
Christa and Benny Chastain	209 N. Magnolia Suite 1	Tallahassee	Florida	32301	(850) 412-9100
Metz Catering FL LLC	1510 Wahnish Way	Tallahassee	Florida	32307	(850) 412-7191

	Jennifer Sexton-Judy	1500 Apalachee Parkway Suite 1255	Tallahassee	Florida	32301	(850) 402-9675
	Tyrone Blockton	200 North Tampa Street, Suite G-120	Tampa	Florida	33602	(813) 225-1550
	Uma Devi Gorrepati, and Sridhar and Bhargavi Allaparthi	3810 Neptune St., Suite B4	Tampa	Florida	33629	(813) 374-2245
	Jyolit, Dhaval, Chahat and Ankit Patel	6708 Memorial Highway, Suite 103	Tampa	Florida	33615	(813) 485-7100
	Bradley Freet	14394 North Dale Mabry Highway	Tampa	Florida	33618	(813) 252-3750
*	Quint and Christina Noordstar	TBD	Tampa	Florida	TBD	(727) 458-1835
*	Quint and Christina Noordstar	TBD	Tampa	Florida	TBD	(727) 458-1835
*	Bradley Freet	5006 East Fowler Avenue Suite E	Tampa	Florida	33617	(813) 252-3427
	Monika Modgal, Rishi Chaturved, and Nirav Donga	2911 N Dale Mabry Highway	Tampa	Florida	33607	(786) 214-1888
	Bradley and Jean Freet	12858 West Hillsborough Avenue	Tampa	Florida	33635	(813) 336-4150
*	Akshay and Akash Patel	TBD	Tampa	Florida	TBD	(708) 265-1077
*	Akshay and Akash Patel	TBD	Tampa	Florida	TBD	(708) 265-1077
	Bradley and Jean Freet	TBD	Tampa	Florida	TBD	(901) 288-9636
	Bradley and Jean Freet	TBD	Tampa	Florida	TBD	(901) 288-9636
	Dhairya and Lokita Chaudhari	40912 US Highway 19 North	Tarpon Springs	Florida	34689	(727) 934-0001
	Joseph Hudson, and Daniel and Matthew Beaulieu	TBD	TBD	Florida	TBD	(502) 345-1200
*	Glen Johnson and Nick Crouch	4058 Wedgewood Lane	The Villages	Florida	32162	(352) 218-8844
	Thomas Chow and Jacqueline Li	3045 Columbia Blvd.	Titusville	Florida	32780	(321) 567-4438

*	Bradley Freet	8477 Cooper Creek Boulevard, Suite D	University Park	Florida	34201	(941) 210-4644
	Tyrone Blockton	2018 State Road 60	Valrico	Florida	33594	(813) 430-0690
*	Bradley Freet	1695 US 41 Bypass South	Venice	Florida	34293	(941) 837-2073
	Amber and Joby Schraier	1555 South U.S. Highway 1, Suite 102	Vero Beach	Florida	32960	(772) 226-9988
	Amber and Joby Schraier	5135 20 th Street, Suite 103	Vero Beach	Florida	32966	(772) 226-5153
*	Glen Johnson and Nick Crouch	TBD	Villages	Florida	TBD	(501) 442-0089
	Carlos Boozer, Amit Sehgal, and Robert and Matthew Tanner	TBD	W. Palm Beach	Florida	TBD	(717) 542-7413
	Atalie and Phillip West	TBD	Wekiwa Springs	Florida	TBD	(407) 590-9414
	Atalie and Phillip West	TBD	Wekiwa Springs	Florida	TBD	(407) 590-9414
	Giancarlo and Fernando Capote	TBD	Wekiwa Springs	Florida	TBD	(305) 742-9698
	Bhrijesh Patel	2803 US 441 Unit 200	Wellington	Florida	33414	(561) 249-6135
	Amber and Joby Schraier	3081 South Dixie Highway	West Palm Beach	Florida	33405	(561) 247-7473
	Nancy and David Chapman	6901 Okeechobee Boulevard Suite E2	West Palm Beach	Florida	33411	(561) 517-8416
	Nancy and David Chapman	TBD	West Palm Beach	Florida	TBD	(561) 596-5366
	Krunal, Ankit, Atul, Krina and Gauravkumar Patel, Harsh Amin, and Amit Shah	TBD	West Palm Beach	Florida	TBD	(302) 528-3951
*	Sandra and Jim Welzer	TBD	Weston	Florida	TBD	(305) 766-0207
	Glen Johnson and Nick Crouch	5311 Sundance Trail	Wildwood	Florida	34785	(239) 420-0440
	Jeff Emery and Carmine Trovato	TBD	Windermere	Florida	TBD	(814) 242-5798
	Andrew Howell and Raymond Howell Jr.	TBD	Winter Garden	Florida	TBD	(804) 815-1095

	Cesar Batista and Karina Batista Caballero	301 West Central Avenue	Winter Haven	Florida	33681	(863) 295-7988
	Jack Cleghorn	5721 Cypress Gardens Boulevard	Winter Haven	Florida	33884	(863) 324-1919
	Iyad and Ibrahim Abufarha	501 North Orlando Avenue	Winter Park	Florida	32789	(407) 637-5002
	Jasmin and Patrick Jr. Foster	1957 Aloma Ave, Suite 1A	Winter Park	Florida	32792	(407) 335-4821
	Glen Johnson and Nick Crouch	463909 SR 200 Suite 6	Yulee	Florida	32097	(904) 468-7099
	Bradley Freet	7898 Gall Blvd	Zephyrhills	Florida	33541	(813) 438-5446
*	Mit Patel	3265 Cobb Parkway North Unit 2	Acworth	Georgia	30101	(404) 470-4055
*	Michael Haines	869 N. Main Street Suite 204	Alpharetta	Georgia	30004	(678) 580-1045
	Jerri and Elliot Temple	TBD 970 North Point Drive, B-170	Alpharetta	Georgia	30022	(470) 745-2771
*	Mohil Sopariwala	665 US 29 North Highway, Suite 400,	Athens	Georgia	30601	(706) 807-3907
*	Mohil Sopariwala	TBD	Athens	Georgia	TBD	(251) 895-2405
*	Mohil Sopariwala	TBD	Athens	Georgia	TBD	(251) 895-2405
*	Mohil Sopariwala	TBD	Athens	Georgia	TBD	(251) 895-2405
	Mit Patel	2566 Briarcliff Road Northeast Suite 106	Atlanta	Georgia	30329	(678) 949-9324
	Mit Patel	930 Spring Street Northwest #001	Atlanta	Georgia	30309	(470) 305-7678
	Babatunde and Bamidele Arogbofa	705 Town Blvd. #315	Atlanta	Georgia	30319	(470) 305-7232
	Sanket, Jaymin and Ruchit Patel	1845 Piedmont Avenue, Suite 400	Atlanta	Georgia	30324	(470) 891-8300

	Sanket, Jaymin and Ruchit Patel	2275 Marietta Boulevard Northwest, Suite 100	Atlanta	Georgia	30318	(404) 390-3865
	Rylan Miller	2937 Cobb Parkway SE Suite 102	Atlanta	Georgia	30339	(770) 693-1896
	Mit Patel	572 Hank Aaron Drive Southeast	Atlanta	Georgia	30312	(404) 941-9010
*	Ketan Patel	TBD	Atlanta	Georgia	TBD	(404) 660-9917
*	Ketan Patel	TBD	Atlanta	Georgia	TBD	(404) 660-9917
*	Ketan Patel	TBD	Atlanta	Georgia	TBD	(404) 660-9917
*	Steven Turner	TBD	Atlanta	Georgia	TBD	(404) 823-4403
	Paradies Lagardere at ATL T-North	Concourse T, Gate T18 6000 North Terminal Parkway	Atlanta	Georgia	30320	(404) 956-3287
	Cornelia and Terry Floyd	780 Memorial Drive Southeast, Suite 3B	Atlanta	Georgia	30316	(470) 536-8140
*	Mit Patel	TBD	Atlanta	Georgia	TBD	(478) 973-7223
*	Mit Patel	TBD	Atlanta	Georgia	TBD	(478) 973-7223
*	Miteshkumar Patel	TBD	Atlanta	Georgia	TBD	(803) 686-0455
*	Suhair Shabazz	TBD	Atlanta	Georgia	TBD	(470) 343-4044
	Reginald Foster	262 Robert C Daniel Jr Parkway	Augusta	Georgia	30909	(706) 922-3240
	Donald and Elena Reese	1095 Alexander Drive Suite 102	Augusta	Georgia	30909	(762) 333-5994
	Reginald Foster	TBD	Augusta	Georgia	TBD	(404) 667-4193
	Manishkumar Patel	TBD	Bethlehem	Georgia	TBD	(678) 328-9310
*	Tim Ioannides, James Laskaris, Karan Chawala, and Stephen Attard	TBD	Blairsville	Georgia	TBD	(772) 318-9919
*	Tim Ioannides, James Laskaris, Karan Chawala, and Stephen Attard	TBD	Blue Ridge	Georgia	TBD	(772) 318-9919

	Monikaben Patel	794 GA Highway 96, Suite 108	Bonaire	Georgia	31005	(478) 313-5520
	Cary Jefferson Williams	3701 Village Way Suite B	Braselton	Georgia	30517	(706) 807-4215
	Glen Johnson and Nick Crouch	10455 Canal Road	Brunswick	Georgia	31525	(912) 289-2635
*	Mit Patel	TBD	Buckhead	Georgia	TBD	(478) 973-7223
	Michael Haines	3687 Buford Drive Suite 200	Buford	Georgia	30519	(678) 714-2424
*	Larry J. Roberts	TBD	Calhoun	Georgia	TBD	706-313-2542
	Rylan Miller	2249 Cumming Highway Suite 106	Canton	Georgia	30115	(770) 213-4616
	Mohmed and Riha Momin	1435 S Highway 27, Suite 300	Carrollton	Georgia	30117	(678) 664-2333
	Rylan Miller	50 Main Street Marketplace Suite 400	Cartersville	Georgia	30121	(678) 719-8804
	Dhruvesh, Rohini and Vinodkumar Patel	2764 Watson Boulevard, Suite 500	Centerville	Georgia	31028	(478) 333-2223
*	Tim Ioannides, James Laskaris, Karan Chawala, and Stephen Attard	TBD	Cleveland	Georgia	TBD	(772) 318-9919
*	Rylan Miller	TBD	Cobb and Cherokee Counties	Georgia	TBD	(224) 730-1839
*	Rylan Miller	TBD	Cobb and Cherokee Counties	Georgia	TBD	(224) 730-1839
*	Rylan Miller	TBD	Cobb and Cherokee Counties	Georgia	TBD	(224) 730-1839

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*	Rylan Miller	TBD	Cobb and Cherokee Counties	Georgia	TBD	(224) 730-1839
*	Rylan Miller	TBD	Cobb and Cherokee Counties	Georgia	TBD	(224) 730-1839
*	Rylan Miller	TBD	Cobb and Cherokee Counties	Georgia	TBD	(224) 730-1839
*	Rylan Miller	TBD	Cobb and Cherokee counties	Georgia	TBD	(224) 730-1839
*	Rylan Miller	TBD	Cobb and Cherokee counties	Georgia	TBD	(224) 730-1839
*	Miteshkumar Patel	TBD	College Park	Georgia	TBD	(803) 686-0455
	Harshvadan Patel	5555 Whittlesey Blvd. Suite 2960	Columbus	Georgia	31909	(706) 327-2003
	Eric and Nicole White	6901 Ray Wright Way, Suite G	Columbus	Georgia	31906	(762) 583-1267
*	Dhruvesh and Dhruv Kiritbhai Patel	TBD	Columbus	Georgia	TBD	(352) 230-7160
*	Tim Ioannides, James Laskaris, Karan Chawala, and Stephen Attard	TBD	Commerce	Georgia	TBD	(772) 318-9919
	Veronica Min and Joon Dong Kim	2133 Highway 20 Suite 220	Conyers	Georgia	30013	(862) 579-8410
*	Tim Ioannides, James Laskaris, Karan Chawala, and Stephen Attard	TBD	Cornelia	Georgia	TBD	(772) 318-9919
	Miteshkumar Patel	TBD	Covington	Georgia	TBD	(803) 686-0455

*	Michael Haines	5740 Steeplechase Boulevard Suite 100	Cumming	Georgia	30040	(678) 341-9275
*	Michael Haines	3630-B Browns Bridge Road	Cumming	Georgia	30028	(470) 646-3360
*	Meghal and Karan Patel	952 Harbins Road Suite 304	Dacula	Georgia	30019	(762) 257-2389
*	Karan Chawala and Nisha Patel	31 Maxwell Lane Suite 300	Dahlonega	Georgia	30533	(706) 807-4820
*	Larry J. Roberts	TBD	Dallas	Georgia	TBD	706-313-2542
*	Larry J. Roberts	TBD	Dalton	Georgia	TBD	706-313-2542
	Babatunde and Bamidele Arogbofa	2502 Blackmon Drive Suite 820	Decatur	Georgia	30033	(404) 631-6711
	De'Reek and Coylitia Banks	4919 Flat Shoals Parkway Suite 212	Decatur	Georgia	30034	(678) 691-2636
	Alexander Bridwell and Amanda "Blair" Brawner	TBD	Douglas	Georgia	TBD	(912) 381-9414
*	Ramcharan Mahadeo, Chandler Ardis, and Ketan and Prakashkumar Patel	2750 Chapel Hill Road Suite 800	Douglasville	Georgia	30135	(912) 239-5280
*	Glen Johnson and Nick Crouch	2005 Veterans Boulevard, Suite E1	Dublin	Georgia	31021	(478) 310-2600
*	Miteshkumar Patel	TBD	East Point	Georgia	TBD	(803) 686-0455
*	Karan Chawala and Nisha Patel	TBD	Elijay	Georgia	TBD	(404) 468-8006
	Reginald, Zenna and Sierra Foster	615 Mullins Colony Drive	Evans	Georgia	30809	(706) 364-3413
	Rylan Miller	1135 Highway 85 N, Suite C	Fayetteville	Georgia	30214	(678) 833-5288
*	Nilkumar and Hiren Patel	TBD	Flowery Branch	Georgia	TBD	(770) 823-6452

	Reginald, Zenna, and Sierra Foster	201 3 rd Street Building 38200	Fort Gordon	Georgia	30905	(404) 667-4193
	Karen and Paul Neumaier-Wallis	1923 Battefield Parkway	Fort Oglethorpe	Georgia	30742	(706) 807-2930
	Reginald, Zenna and Sierra Foster	7280 Ingersoll Street	Ft. Benning	Georgia	31905	(706) 505-1118
*	Michael Haines	TBD	Gainesville	Georgia	TBD	(404) 662-7878
*	Michael Haines	TBD	Gainesville	Georgia	TBD	(404) 662-7878
*	Meghal and Karan Patel	TBD	Grayson	Georgia	TBD	(864) 205-5542
	Lori Magras	1501 Highway 16 West Suite A	Griffin	Georgia	30223	(678) 470-4490
	Reginald Foster	5003 Steiner Way, Suite 1	Grovetown	Georgia	30813	(706) 250-3272
*	Suhair Shabazz	TBD	Gwinnett Place	Georgia	TBD	(470) 343-4044
*	Glen Johnson and Nick Crouch	169 West Hendry Street	Hinesville	Georgia	31313	(912) 434-7116
	Barot Shailesh, Karan Chawala, and Nisha and Devan Patel	TBD	Holly Springs	Georgia	TBD	(678) 977-3218
*	Karan Chawala and Nisha Patel	32 James Drive Unit 102	Jasper	Georgia	30143	(706) 807-3060
*	Mit Patel	TBD	Jefferson	Georgia	TBD	(478) 973-7223
*	Michael Haines	11160 Medlock Bridge Road #100	Johns Creek	Georgia	30097	(678) 395-4226
	Rylan Miller	777 Townpark Lane Suite 112	Kennesaw	Georgia	30144	(678) 460-7711
	Glen Johnson and Nick Crouch	1607 GA Highway 40 E. Ste. A	Kingsland	Georgia	31548	(912) 576-0489
*	Dhruvesh and Dhruv Kiritbhai Patel	TBD	LaGrange	Georgia	TBD	(352) 230-7160
	Michael Haines	860 Duluth Highway, Suite 310	Lawrenceville	Georgia	30043	(770) 237-3424
*	Steven Turner	4805 Lawrenceville Highway Suite 501	Lilburn	Georgia	30047	(407) 657-5165

	Shanita Winslow, Lakesha Calhoun, Annette Jones, and Deidre Mallett	3055 Panola Road	Lithonia	Georgia	30038	(470) 545-1098
*	Bharatkumar Patel	TBD	Locust Grove	Georgia	TBD	(706) 244-1506
	Meghal and Karan Patel	TBD	Loganville	Georgia	TBD	(404) 924-0618
	Akash and Nikhilkumar Patel	120 Tom Hill Sr. Road, Suite 102	Macon	Georgia	31210	(478) 257-6040
	Akash and Nikhilkumar Patel	5791 Zebulon Road, Suite C	Macon	Georgia	31210	(478) 259-1500
	Rylan Miller	2960 Shallowford Road Suite 102	Marietta	Georgia	30066	(678) 540-8289
	Rylan Miller	732 Cherokee Street 200	Marietta	Georgia	30060	(770) 794-5659
*	Steven Turner	4880 Lower Roswell Road Suite 115	Marietta	Georgia	30068	(470) 745-2721
*	Tim Ioannides, James Laskaris, Karan Chawala, and Stephen Attard	TBD	Marietta	Georgia	TBD	(772) 318-9919
*	Bharatkumar Patel	TBD	McDonough	Georgia	TBD	(706) 244-1506
*	Haresh Padmani, and Meghal, Karan and Kartik Patel	1557 Highway 20 West	McDonough	Georgia	30253	(470) 781-9633
*	Mit Patel	TBD	Midtown	Georgia	TBD	(478) 973-7223
*	Gary Clough and Patrick O'Connell	1860 North Columbia Street	Milledgeville	Georgia	31061	(478) 295-3290
	Manishkumar Patel	TBD	Monroe	Georgia	TBD	(678) 328-9310
	Nancy Hemingway and Patricia Merdian	1730 Highway 37 East	Moultrie	Georgia	31788	(229) 668-0375
*	Tim Ioannides, James Laskaris, Karan Chawala, and Stephen Attard	TBD	Newnan	Georgia	TBD	(772) 318-9919
*	Tim Ioannides, James Laskaris, Karan Chawala, and Stephen Attard	TBD	Newnan	Georgia	TBD	(772) 318-9919
	Steven Turner	TBD	Norcross	Georgia	TBD	(404) 823-4403
*	Michael Haines	TBD	North Atlanta	Georgia	TBD	(404) 662-7878

*	Michael Haines	TBD	North Atlanta	Georgia	TBD	(404) 662-7878
*	Michael Haines	TBD	North Atlanta	Georgia	TBD	(404) 662-7878
*	Michael Haines	TBD	North Atlanta	Georgia	TBD	(404) 662-7878
*	Michael Haines	TBD	North Atlanta	Georgia	TBD	(404) 662-7878
*	Nilkumar and Hiren Patel	TBD	Oakwood	Georgia	TBD	(770) 823-6452
	Mohmed and Riha Momin	504 Circle Gate, Suite 1725	Peachtree City	Georgia	30269	(404) 578-5406
*	Glen Johnson and Nick Crouch	TBD	Perry	Georgia	TBD	(501) 442-0089
*	Dhruvesh and Dhruv Kiritbhai Patel	TBD	Perry	Georgia	TBD	(352) 230-7160
*	Glen Johnson and Nick Crouch	240 Tanger Outlets Blvd., Ste 101	Pooler	Georgia	31322	(912) 450-3777
*	Mit Patel	TBD	Riverdale	Georgia	TBD	(478) 973-7223
	Rimpalbahen and Anilkumar Patel	1451 Turner McCall Blvd.	Rome	Georgia	30161	(706) 584-7475
	Rylan Miller	625 W Crossville Road	Roswell	Georgia	30075	(470) 282-6525
*	Thu Doan and Alfred Lee	TBD	Roswell	Georgia	TBD	(678) 665-3806
*	Alfred Lee and Thu Doan	10800 Alpharetta Highway Suite #300	Roswell	Georgia	30076	(943) 209-4205
*	Larry J. Roberts	TBD	Roxana	Georgia	TBD	706-313-2542
	Raj Patel	5840 Roswell Road Suite 600	Sandy Springs	Georgia	30328	(404) 907-4729
	Glen Johnson and Nick Crouch	1212 East Derenne Avenue	Savannah	Georgia	31406	(912) 299-2894
	Glen Johnson and Nick Crouch	1932 East Montgomery Cross Road, Suite 103	Savannah	Georgia	31406	(912) 357-5577
*	Glen Johnson and Nick Crouch	11710 Abercorn Street	Savannah	Georgia	31419	(912) 205-5560
*	Tim Ioannides, James Laskaris, Karan Chawala, and Stephen Attard	TBD	Senoia	Georgia	TBD	(772) 318-9919
	Michael Haines	1630 Scenic Highway North	Snellville	Georgia	30078	(678) 395-7400

	Suite F				
	Gary Clough and Patrick O'Connell	131 Tormenta Way	Statesboro	Georgia	30458 (912) 259-9059
	Bhanu Yadlapalli	909 Eagle's Landing Pkwy, Ste 140	Stockbridge	Georgia	30281 (678) 289-5454
*	Pratik and Ayush Patel	TBD	Stockbridge	Georgia	TBD (404) 635-8012
*	Pratik and Ayush Patel	TBD	Stockbridge	Georgia	TBD (404) 635-8012
*	Michael Haines	3320 Lawrenceville-Suwanee Road	Suwanee	Georgia	30024 (678) 765-7703
		Suite 1-A			
	Ankit and Minaxi Patel	TBD	TBD	Georgia	TBD (478) 952-4864
	Ankit and Minaxi Patel	TBD	TBD	Georgia	TBD (478) 952-4864
*	Glen Johnson and Nick Crouch	TBD	Thomasville	Georgia	TBD (501) 442-0089
*	Glen Johnson and Nick Crouch	1407 US-82 West	Tifton	Georgia	31793 (229) 355-4850
*	Glen Johnson and Nick Crouch	TBD	Tifton	Georgia	TBD (501) 442-0089
	Suhair Shabazz	4246 Lavista Road, Suite C	Tucker	Georgia	30084 (404) 470-3990
*	Mit Patel	4760 Jonesboro Road	Union City	Georgia	30291 (470) 264-2520
	Glen Johnson and Nick Crouch	1525 Baytree, Suite C	Valdosta	Georgia	31601 (229) 247-5599
*	Glen Johnson and Nick Crouch	3285 Inner Perimeter Rd.	Valdosta	Georgia	31602 (229) 340-5556
*	Glen Johnson and Nick Crouch	TBD	Valdosta	Georgia	TBD (501) 442-0089
	Ankit and Minaxi Patel	TBD	Warner Robins	Georgia	TBD (478) 952-4864
	Ankit and Minaxi Patel	TBD	Warner Robins	Georgia	TBD (478) 952-4864
	Ankit and Minaxi Patel	TBD	Warner Robins	Georgia	TBD (478) 952-4864
	Rylan Miller	289 Ridgewalk Pkwy., Suite 100	Woodstock	Georgia	30188 (770) 635-8590
	Leonard and Jessica Watkins	310 Lanier Circle Suite 110	Woodstock	Georgia	30819 (470) 397-1480
*	Kory and Michelle Pukash	8925 West Overland Road	Boise	Idaho	83709 (208) 378-1177

*	Kory and Michelle Pukash	1115 S. Broadway Avenue	Boise	Idaho	83706	(208) 908-6853
*	Bryce and Blake Mortenson	TBD	Chubbuck	Idaho	TBD	(435) 764-9282
*	Kory and Michelle Pukash	1060 S Ancona Ave, Suite 100	Eagle	Idaho	83616	(208) 286-1411
	Kelly Plummer	3492 South 25 th East	Idaho Falls	Idaho	83404	(208) 715-6778
*	Kory and Michelle Pukash	1355 Caldwell Blvd. Suite 103	Nampa	Idaho	83651	(208) 314-9580
	Kelly Plummer	113 S 2 nd West	Rexburg	Idaho	83440	(208) 281-3800
*	Bryce and Blake Mortenson	TBD	Twin Falls	Idaho	TBD	(435) 764-9282
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	TBD	Antioch	Illinois	TBD	(847) 922-6382
*	Hani Halloun and Edward Joubran	115 W Rand Rd, Suite B	Arlington Heights	Illinois	60004	(224) 248-8955
	James Ihssen	1535 Butterfield Road, Unit 121	Aurora	Illinois	60502	(630) 506-6900
*	Gina Delmonico-Williams, Daniel Beaulieu, and Chaim Margolin	TBD	Bartlett	Illinois	TBD	(312) 203-3456
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	TBD	Belvedere	Illinois	TBD	(847) 274-6499
*	Hani Halloun and Edward Joubran	383 Army Trail Road	Bloomington	Illinois	60108	(847) 285-1956
*	Hani Halloun and Edward Joubran	740 Janes Ave. Unit 103	Bolingbrook	Illinois	60440	(331) 253-2590
*	Hani Halloun and Edward Joubran	808 North Milwaukee Avenue	Buffalo Grove	Illinois	60015	(224) 206-7284
*	Ruth and Aisha Miller	7784 South Cicero Avenue	Burbank	Illinois	60459	(708) 529-3946
	Chahat and Ankit Patel	7933 S Harlem Ave	Burbank	Illinois	60459	(708) 741-7189
*	Ankit Patel	TBD	Carbondale	Illinois	TBD	(201) 706-0560
*	Hani Halloun and Edward Joubran	517 South Schmale Road	Carol Stream	Illinois	60188	(331) 218-4140
	Ramesh Kumar Shivram, Bindu and Raj Ramesh Patel	TBD	Champaign	Illinois	TBD	(270) 559-3690

	Kevin Bartlett and Patrick Bode	737 S. Halsted Street	Chicago	Illinois	60607	(312) 996-8170
*	Hani Halloun and Edward Joubran	TBD	Chicago	Illinois	TBD	(310) 801-5060
*	Marlon Sullivan and Cesar Coronado	6448 N Sheridan Road	Chicago	Illinois	60626	(773) 961-8591
*	Marlon Sullivan and Cesar Coronado	4874 North Lincoln Avenue	Chicago	Illinois	60625	(773) 681-0394
*	Marlon Sullivan and Cesar Coronado	3451 West Devon Avenue	Chicago	Illinois	60659	(630) 988-1564
*	Marlon Sullivan and Cesar Coronado	3631 North Western Avenue	Chicago	Illinois	60618	(630) 638-4825
*	Marlon Sullivan and Cesar Coronado	654 West Diversey Parkway	Chicago	Illinois	60614	(773) 571-5795
*	Marlon Sullivan and Cesar Coronado	4711 West Foster Avenue	Chicago	Illinois	60630	(708) 514-9693
*	Gina Delmonico-Williams, Daniel Beaulieu, and Chaim Margolin	TBD	Chicago	Illinois	TBD	(502) 345-1200
*	Marlon Sullivan and Cesar Coronado	1509 N Milwaukee Ave	Chicago	Illinois	60622	(773) 697-7615
*	Hani Halloun and Edward Joubran	TBD	Chicago	Illinois	TBD	(810) 397-1891
*	Hani Halloun and Edward Joubran	TBD	Chicago	Illinois	TBD	(810) 397-1891
*	Hani Halloun and Edward Joubran	TBD	Chicago	Illinois	TBD	(810) 397-1891
*	Hani Halloun and Edward Joubran	TBD	Chicago	Illinois	TBD	(810) 397-1891
*	Hani Halloun and Edward Joubran	TBD	Chicago	Illinois	TBD	(810) 397-1891
*	Hani Halloun and Edward Joubran	TBD	Chicago	Illinois	TBD	(810) 397-1891
*	Hani Halloun and Edward Joubran	TBD	Chicago	Illinois	TBD	(810) 397-1891
*	Kush Patel	TBD	Chicago	Illinois	TBD	(708) 262-0703
*	Prakashkumar Patel	1710 West 119 th Street	Chicago	Illinois	60643	(773) 747-7210
*	Marlon Sullivan and Cesar Coronado	TBD	Chicago	Illinois	TBD	(929) 321-4971
*	Marlon Sullivan and Cesar Coronado	1236 South Canal Street	Chicago	Illinois	60607	(773) 747-8320
*	Marlon Sullivan and Cesar Coronado	TBD	Chicago	Illinois	TBD	(929) 321-4971
*	Marlon Sullivan and Cesar Coronado	TBD	Chicago	Illinois	TBD	(929) 321-4971

*	Marlon Sullivan and Cesar Coronado	TBD	Chicago	Illinois	TBD	(929) 321-4971
*	Marlon Sullivan and Cesar Coronado	214 East Grand Avenue	Chicago	Illinois	60611	(929) 321-4971
*	Marlon Sullivan and Cesar Coronado	24 East Madison Street	Chicago	Illinois	60626	(773) 747-7850
*	Saurabh, Chahat and Ankit Patel	TBD	Chicago	Illinois	TBD	(630) 670-5972
*	Saurabh, Chahat and Ankit Patel	TBD	Chicago	Illinois	TBD	(630) 670-5972
*	Prakashkumar Patel	TBD	Chicago	Illinois	TBD	(773) 816-4142
*	Prakashkumar Patel	TBD	Chicago	Illinois	TBD	(773) 816-4142
*	Hani Halloun and Edward Joubran	3314 Cicero Ave Unit A	Cicero	Illinois	60804	(708) 298-9092
*	Prerak Patel	TBD	Collinsville	Illinois	TBD	(630) 890-2167
*	Gina Delmonico-Williams, Daniel Beaulieu, and Chaim Margolin	5006 Northeast Highway, Unit D	Crystal Lake	Illinois	60014	(815) 893-0798
*	Hani Halloun and Edward Joubran	TBD	Davenport	Illinois	TBD	(310) 801-5060
*	Bhavesh Patel	190 Waukegan Road	Deerfield	Illinois	60015	(847) 572-8262
*	Gina Delmonico-Williams, Daniel Beaulieu, and Chaim Margolin	TBD	DeKalb	Illinois	TBD	(312) 203-3456
*	Dhruvkumar, Amitaben and Miteshbhai Patel	200 West Washington Street	East Peoria	Illinois	61611	(309) 322-6721
	Bhavesh Patel	1190 South Randall Road, Suite 103	Elgin	Illinois	60123	(224) 227-6440
*	Bhavesh Patel	TBD	Elgin	Illinois	TBD	(630) 624-1782
*	Marlon Sullivan and Cesar Coronado	1708 Sherman Avenue	Evanston	Illinois	60201	(773) 747-7750
	Hiteshkumar Chaudhary and Roshani Patel	TBD	Evanston	Illinois	TBD	(872) 888-5286
*	Kush Patel	20245 South LaGrange Road, Suite 1A	Frankfort	Illinois	60423	(779) 205-1215
	Ajay Ravalani, Riddhi Kadakia, and Parth Gabhawala	1080 Commons Drive	Geneva	Illinois	60134	(630) 715-6102
	Prerak Patel	3901 South State Route 159, Suite 1	Glen Carbon	Illinois	62034	(618) 205-3128
	Bhavesh Patel	2759 Pfingsten Road	Glenview	Illinois	60026	(224) 723-5758

	Prerak Patel	5777 Godfrey Road	Godfrey	Illinois	62035	(618) 208-7183
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	7010 Grand Avenue, Unit 1	Gurnee	Illinois	60031	(224) 656-5051
*	Hani Halloun and Edward Joubran	9404 Joliet Road Unit B	Hodgkins	Illinois	60525	(708) 639-4294
	Bhavesh Patel	12162 S Il Route 47	Huntley	Illinois	60142	(847) 669-3803
*	Prakashkumar Patel	TBD	Hyde Park	Illinois	TBD	(773) 816-4142
*	Hani Halloun and Edward Joubran	1801 West Jefferson Joliet	Joliet	Illinois	60435	(815) 714-2223
	Jayotsanaben, Ankit, Ramilaben, and Chahat Patel	3064 Plainfield Road	Joliet	Illinois	60435	(815) 782-4131
*	Bhavesh Patel	955 Rockland Rd. Unit B	Lake Bluff	Illinois	60044	(847) 457-0434
*	Gina Delmonico-Williams, Daniel Beaulieu, and Chaim Margolin	290 Randall Road	Lake in the Hills	Illinois	60156	(224) 256-2279
*	Gina Delmonico-Williams, Daniel Beaulieu, and Chaim Margolin	927 South Rand Road	Lake Zurich	Illinois	60047	(224) 662-4981
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	TBD	Lakemoor	Illinois	TBD	(810) 407-1100
	Phillip and Theresa Knippen	16105 Farrell Road	Lockport	Illinois	60441	(815) 524-4647
*	Hani Halloun and Edward Joubran	417 East Roosevelt Road	Lombard	Illinois	60148	(630) 376-6460
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	10083 North 2 nd Street	Machesney Park	Illinois	61115	(779) 290-6021
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	TBD	McHenry	Illinois	TBD	(847) 274-6499
*	Hani Halloun and Edward Joubran	230 W. North Ave. Unit 1	Melrose Park	Illinois	60160	(224) 200-5135
*	Bhavesh Patel	TBD	Minooka	Illinois	TBD	(630) 624-1782
	James Ihssen	2001 Orchard Road	Montgomery	Illinois	60538	(630) 506-6000
*	Hani Halloun and Edward Joubran	918 N. Elmurst	Mount Prospect	Illinois	60056	(224) 248-8984
	Himani, Navnit, and Raj Patel	TBD	Mount Vernon	Illinois	TBD	(618) 789-1077

*	Saurabh, Chahat and Ankit Patel	TBD	Mount Vernon	Illinois	TBD	(630) 670-5972
*	Salem Najjar, Saleh Ali George and Tammy Trakas	518 Townline Road	Mundelein	Illinois	60060	(847) 868-0121
*	Hani Halloun and Edward Joubran	1211 East Ogden Avenue	Naperville	Illinois	60540	(331) 224-2420
	Phillip Knippen	1872 E. Lincoln Hwy.	New Lenox	Illinois	60451	(815) 717-8095
*	Ankit, Roshani, Saurabh and Chahat Patel	312 South Veterans Parkway Suite #2	Normal	Illinois	61761	(309) 808-2348
*	Ankit, Roshani, Saurabh and Chahat Patel	706 South Main Street	Normal	Illinois	61761	(309) 249-5490
*	Hani Halloun and Edward Joubran	4440 North Harlem Avenue	Norridge	Illinois	60706	(708) 395-5248
	Jayotsanaben, Ankit, Ramilaben and Chahat Patel	4025 W 95 th Street	Oak Lawn	Illinois	60453	(708) 907-5860
*	Prerak Patel	TBD	O'Fallon	Illinois	TBD	(630) 890-2167
	Phillip Knippen	14902 South La Grange Road	Orland Park	Illinois	60462	(708) 696-1042
	Bhavesh Patel	TBD	Ottawa	Illinois	TBD	(630) 624-1782
*	Saurabh, Chahat and Ankit Patel	TBD	Ottawa	Illinois	TBD	(630) 670-5972
*	Dhruvkumar, Miteshbhai and Amitaben Patel	TBD	Perkin	Illinois	TBD	(205) 370-3958
	Steven, Shawn, and Patti Bunch	3418 Broadway Street	Quincy	Illinois	62301	(217) 209-0520
*	Hani Halloun and Edward Joubran	4801 Sauk Trail Suite A	Richton Park	Illinois	60471	(224) 200-5135
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	1998 McFarland Road, Suite 133	Rockford	Illinois	61107	(815) 904-6794
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	TBD	Rockton	Illinois	TBD	(810) 407-1100
*	Hani Halloun and Edward Joubran	1456 Golf Road	Rolling Meadows	Illinois	60008	(847) 262-5147
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	TBD	Round Lake Beach	Illinois	TBD	(847) 274-6499
*	Gina Delmonico-Williams, Daniel Beaulieu, and Chaim Margolin	444 East Gold Road	Schaumburg	Illinois	60173	(224) 653-8066

*	Saurabh, Chahat and Ankit Patel	2937 West Iles Avenue	Springfield	Illinois	62704	(217) 576-4620
	Bhavesh Patel	3839 East Main Street	St. Charles	Illinois	60174	(630) 940-2438
	Phillip and Theresa Knippen	7101 W 183 rd Street Unit 102	Tinley Park	Illinois	60477	(708) 468-8456
*	Hani Halloun and Edward Joubran	TBD	Troy	Illinois	TBD	(810) 397-1891
	Camille and Marc Bralts	1401 West Green Street	Urbana	Illinois	61801	(217) 552-1117
*	Bhavesh Patel	375 North Milwaukee Avenue Suite 200	Vernon Hills	Illinois	60061	(847) 868-0755
*	Hani Halloun and Edward Joubran	78 East North Avenue	Villa Park	Illinois	60181	(630) 359-3515
*	Salem Najjar, Saleh Ali George and Tammy Trakas	992 S. Waukegan Road	Waukegan	Illinois	60085	(847) 672-4393
	James Ihssen	1865 North Neltner Boulevard	West Chicago	Illinois	60185	(630) 506-6900
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	955 Country Club Road	Woodstock	Illinois	60098	(313) 800-1290
*	Bhavesh Patel	110 West. Veterans Parkway	Yorkville	Illinois	60560	(331) 224-2611
*	Naseem and Sarmad Shayota	TBD	Anderson	Indiana	TBD	(586) 944-7511
	Vaishnavi Khatri and Ronak Patel	TBD	Aurora	Indiana	TBD	(513) 501-6983
	Andrea and Michael Baker, and Suzanne and Brian Joseph	10720 US Hwy 36	Avon	Indiana	46123	(317) 941-7331
	David Knapp	2882 East 3 rd Street	Bloomington	Indiana	47401	(812) 330-2355
*	Harshal Patel and Sunita Varma	TBD	Bloomington	Indiana	TBD	(513) 238-9737
*	Harshal Patel and Sunita Varma	TBD	Bloomington	Indiana	TBD	(513) 238-9737
*	Naseem and Sarmad Shayota	365 West 116 th Street	Carmel	Indiana	46032	(463) 206-2136
	Kimberly and David Knapp	3135 25 th St.	Columbus	Indiana	47203	(812) 375-1100
	David Knapp	TBD	Columbus	Indiana	TBD	(812) 350-1399
	Michael and Amy Pohlod	TBD	Crawfordsville	Indiana	TBD	(248) 227-7471
*	Michael and Amy Pohlod	TBD	Elkert	Indiana	TBD	(248) 227-7471

*	Michael and Amy Pohlod	189 County Road 6 West	Elkhart	Indiana		(574) 332-3880
	Sean and Jennifer Byrne, and Mark and Liane Riney	2101 N Green River Road	Evansville	Indiana	47715	(720) 821-1900
*	Angela and Michael Curry, Jennifer and Sean Byrne Liane, and Mark Riney	TBD	Evansville	Indiana	TBD	(270) 927-9567
*	Naseem and Sarmad Shayota	11545 Ikea Way	Fishers	Indiana	46037	(317) 288-0585
	James Mcclanaghan	TBD	Fort Wayne	Indiana	TBD	(586) 634-6485
*	Trevor and Stephanie Stange	TBD	Fort Wayne	Indiana	TBD	(586) 764-6671
*	Trevor and Stephanie Stange	TBD	Fort Wayne	Indiana	TBD	(586) 764-6671
*	Trevor and Stephanie Stange	TBD	Fort Wayne	Indiana	TBD	(586) 764-6671
*	Trevor and Stephanie Stange	TBD	Fort Wayne	Indiana	TBD	(586) 764-6671
*	Trevor and Stephanie Stange	TBD	Fort Wayne	Indiana	TBD	(586) 764-6671
*	Trevor and Stephanie Stange	TBD	Fort Wayne	Indiana	TBD	(586) 764-6671
*	Naseem and Sarmad Shayota	TBD	Fort Wayne	Indiana	TBD	(586) 944-7511
*	Naseem and Sarmad Shayota	TBD	Fort Wayne	Indiana	TBD	(586) 944-7511
*	Vanita, Mukesh and Sanjay Patel	2179 North Morton Street	Franklin	Indiana	46131	(317) 765-1631
*	Naseem and Sarmad Shayota	TBD	Greenfield	Indiana	TBD	(586) 944-7511
*	Prakashkumar Patel	TBD	Hammond	Indiana	TBD	(773) 816-4142
*	Nayan Patel	160 East Market Street	Indianapolis	Indiana	46204	(317) 315-8010
*	Andrea and Michael Baker, and Suzanne and Brian Joseph	1250 E. Stop 11	Indianapolis	Indiana	46227	(317) 300-1439
*	Andrea and Michael Baker, and Suzanne and Brian Joseph	TBD	Indianapolis	Indiana	TBD	(317) 627-8598
*	Andrea and Michael Baker, and Suzanne and Brian Joseph	TBD	Indianapolis	Indiana	TBD	(317) 627-8598
*	Andrea and Michael Baker, and Suzanne and Brian Joseph	TBD	Indianapolis	Indiana	TBD	(317) 627-8598
*	Andrea and Michael Baker, and Suzanne and Brian Joseph	TBD	Indianapolis	Indiana	TBD	(317) 627-8598

	Heather Mesalam and Linda Carroll	5025 East 82 nd Street, Building F, Suite 1100	Indianapolis	Indiana	46250	(317) 537-2233
*	Nayan Patel	534 West 10 th Street	Indianapolis	Indiana	46202	(317) 974-9409
*	Naseem and Sarmad Shayota	TBD	Indianapolis	Indiana	TBD	(586) 944-7511
*	Miteshkumar, Samarpit and Ghanshyam Patel, and Rohan Pandya	11135 Pendleton Pike Suite 100A	Indianapolis	Indiana	46236	(463) 278-4950
*	Miteshkumar, Samarpit, Arvinbhai, Rajendrakumar and Ghanshyam Patel, and Rohan and Mahesh Pandya	TBD	Indianapolis	Indiana	TBD	(317) 513-3283
*	Miteshkumar, Samarpit, Arvinbhai, Rajendrakumar and Ghanshyam Patel, and Rohan and Mahesh Pandya	TBD	Indianapolis	Indiana	TBD	(317) 513-3283
*	Miteshkumar, Samarpit, Arvinbhai, Rajendrakumar and Ghanshyam Patel, and Rohan and Mahesh Pandya	TBD	Indianapolis	Indiana	TBD	(317) 513-3283
*	Miteshkumar, Samarpit, Arvinbhai, Rajendrakumar and Ghanshyam Patel, and Rohan and Mahesh Pandya	TBD	Indianapolis	Indiana	TBD	(317) 513-3283
*	Miteshkumar, Samarpit, Arvinbhai, Rajendrakumar and Ghanshyam Patel, and Rohan and Mahesh Pandya	TBD	Indianapolis	Indiana	TBD	(317) 513-3283
*	Miteshkumar, Samarpit, Arvinbhai, Rajendrakumar and Ghanshyam Patel, and Rohan and Mahesh Pandya	TBD	Indianapolis	Indiana	TBD	(317) 513-3283
*	Miteshkumar, Samarpit, Arvinbhai, Rajendrakumar and Ghanshyam Patel, and Rohan and Mahesh Pandya	TBD	Indianapolis	Indiana	TBD	(317) 513-3283

	Patel, and Rohan and Mahesh Pandya				
	Brijeshkumar Patel and Sagar Desai	TBD	Jasper	Indiana	TBD (856) 236-6256
*	Cameron and Ashley Mckay	1586 Veterans Parkway	Jeffersonville	Indiana	47130 (812) 920-0030
*	Hani Halloun and Edward Joubran	TBD	La Porte	Indiana	TBD (310) 801-5060
*	Hani Halloun and Edward Joubran	TBD	La Porte	Indiana	TBD (310) 801-5060
*	Hani Halloun and Edward Joubran	TBD	La Porte	Indiana	TBD (310) 801-5060
*	Hani Halloun and Edward Joubran	TBD	La Porte	Indiana	TBD (310) 801-5060
*	Hani Halloun and Edward Joubran	TBD	La Porte	Indiana	TBD (310) 801-5060
*	Naseem and Sarmad Shayota	TBD	Lafayette	Indiana	TBD (586) 944-7511
*	Miteshkumar, Samarpit and Ghanshyam Patel, and Rohan Pandya	TBD	Lawrence	Indiana	TBD (317) 513-3283
*	Michael and Amy Pohlod	TBD	Lebanon	Indiana	TBD (248) 227-7471
	Jigna, Jigar and Nikita Patel	TBD	Logansport	Indiana	TBD (574) 709-9950
*	Vanita, Mukesh and Sanjay Patel	TBD	Mayfield	Indiana	TBD (270) 970-9825
*	Hani Halloun and Edward Joubran	1600 79 th Avenue	Merrillville	Indiana	46410 (708) 395-5248
*	Naseem and Sarmad Shayota	700 East McGalliard Road	Muncie	Indiana	47303 (765) 440-3830
*	Naseem and Sarmad Shayota	TBD	Muncie	Indiana	TBD (586) 944-7511
*	Priyankaben and Sanket Patel	TBD	Newburgh	Indiana	TBD (812) 371-6917
*	Naseem and Sarmad Shayota	11170 East 146 th Street Suite 104	Noblesville	Indiana	46060 (317) 385-1777
*	Miteshkumar, Samarpit and Ghanshyam Patel, and Rohan Pandya	TBD	Pendleton	Indiana	TBD (317) 513-3283
*	Ron Morton	TBD	Richmond	Indiana	TBD (803) 651-8300
*	Ron Morton	TBD	Richmond	Indiana	TBD (803) 651-8300
*	Vanita, Mukesh and Sanjay Patel	TBD	Shelbyville	Indiana	TBD (201) 628-4222
	Christopher Cabana	TBD	South Bend	Indiana	TBD (734) 664-4122
*	Michael and Amy Pohlod	TBD	South Bend	Indiana	TBD (248) 227-7471
*	Michael and Amy Pohlod	TBD	South Bend	Indiana	TBD (248) 227-7471

*	Michael and Amy Pohlod	119 West Ireland Road	South Bend	Indiana	46614	(574) 332-3910
*	Andrea and Michael Baker, and Suzanne and Brian Joseph	735 Crawfordsville Road Suite 100	Speedway	Indiana	46224	(317) 332-3790
*	Hani Halloun and Edward Joubran	10081 Wicker Avenue Unit 12	St John	Indiana	46373	(219) 300-1350
	Christopher Cabana	TBD	TBD	Indiana	TBD	(734) 664-4122
	Aaron Toutloian	3400 South US Highway 41	Terre Haute	Indiana	47802	(313) 474-4001
*	Michael and Amy Pohlod	TBD	West Lafayette	Indiana	TBD	(248) 227-7471
*	Michael and Amy Pohlod	TBD	West Lafayette	Indiana	TBD	(248) 227-7471
*	Naseem and Sarmad Shayota	661 East State Route 32	Westfield	Indiana	46074	(317) 804-2157
*	Naseem and Sarmad Shayota	6075 Perry Worth Rd	Whitestown	Indiana	46075	(317) 768-2833
*	Naseem and Sarmad Shayota	11100 N Michigan Road Suite 100	Zionsville	Indiana	46077	(317) 344-2337
	Kaleb Chingren, Andrew Hanse, and Rick and Ricky Sandquist	517 Lincoln Way Suite 101	Ames	Iowa	50010	(515) 233-5460
	Rick and Annette Sandquist	1620 North Ankeny Blvd Suite 110	Ankeny	Iowa	50021	(515) 965-7889
*	Tyler, Cynthia, Paige and Kyle Howard	TBD	Bettendorf	Iowa	TBD	(563) 940-3100
	Troy Greenwood	703 Brandilynn Boulevard Suite A	Cedar Falls	Iowa	50613	(319) 260-2148
	Richie Logsdon and Nathan Hein	2215 Edgewood Road SW, Suite B	Cedar Rapids	Iowa	52404	(319) 320-6509
*	Richie Logsdon and Nathan Hein	1111 Blairs Ferry Road Northeast, Suite 200	Cedar Rapids	Iowa	52402	(319) 449-4310
*	Tyler, Cynthia, Paige and Kyle Howard	3220 Redhawk Street #400	Coralville	Iowa	52241	(319) 665-0044

*	Tyler, Cynthia, Paige and Kyle Howard	TBD	Davenport	Iowa	TBD	(563) 320-0212
*	Asif Poonja	TBD	Des Moines	Iowa	TBD	(847) 682-8867
*	Asif Poonja	TBD	Des Moines	Iowa	TBD	(847) 682-8867
*	Asif Poonja	TBD	Des Moines	Iowa	TBD	(847) 682-8867
*	Asif Poonja	TBD	Des Moines	Iowa	TBD	(847) 682-8867
*	Asif Poonja	TBD	Des Moines	Iowa	TBD	(847) 682-8867
*	Richie Logsdon and Nathan Hein	TBD	Dubuque	Iowa	TBD	(319) 573-7839
	Cori and David O'Brien	2813 ½ Fifth Avenue South	Fort Dodge	Iowa	50501	(515) 573-1199
*	Tyler, Cynthia, Paige and Kyle Howard	TBD	Iowa City	Iowa	TBD	(563) 320-0212
	Kaleb Chingren, Andrew Hanse, and Rick and Ricky Sandquist	5300 NW 86 th Street, Suite 300	Johnston	Iowa	50131	(515) 410-1312
	Richie Logsdon and Nathan Hein	6147 Carlson Way, Suite A	Marion	Iowa	52302	(319) 200-8041
	Troy Greenwood	1039 Peoples Square	Waterloo	Iowa	50702	(319) 252-4448
	Kaleb Chingren, Andrew Hanse, and Rick and Ricky Sandquist	426 East Hickman Road	Waukee	Iowa	50263	(515) 452-8089
	Kaleb Chingren, Andrew Hanse, and Rick and Ricky Sandquist	160 Jordan Creek Parkway Suite 120	West Des Moines	Iowa	50266	(515) 222-2609
*	Glen Johnson and Nick Crouch	TBD	Amarillo	Kansas	TBD	(501) 442-0089
*	Jay and Jason Weber	TBD	Auburn	Kansas	TBD	(785) 383-3189
*	Glen Johnson and Nick Crouch	TBD	Benton	Kansas	TBD	(501) 442-0089
*	Glen Johnson and Nick Crouch	TBD	Denton	Kansas	TBD	(501) 442-0089
*	Glen Johnson and Nick Crouch	1803 East 17 th Avenue	Hutchinson	Kansas	67501	(620) 315-3990
*	Rohit Patel	1714 Village West Pkwy	Kansas City	Kansas	66111	(913) 382-7717
	Rakesh, Nirav and Rohit Patel	2624 Iowa Street, Suite E	Lawrence	Kansas	66046	(785) 856-6014

	Melissa and Scott Andersen	12850 West 87 th Street	Lenexa	Kansas	66215	(913) 766-8562
*	Glen Johnson and Nick Crouch	TBD	Lewisville	Kansas	TBD	(501) 442-0089
*	Glen Johnson and Nick Crouch	TBD	Lubbock	Kansas	TBD	(501) 442-0089
*	Rohit Patel	475 McCall Road	Manhattan	Kansas	66502	(785) 268-8656
*	Glen Johnson and Nick Crouch	TBD	Odessa	Kansas	TBD	(501) 442-0089
	Alkeshkumar Patel	14883 W. 151 st Street	Olathe	Kansas	66062	(913) 390-0040
	Hetal and Neelam Dave	193 North Parker Street	Olathe	Kansas	66061	(913) 839-1265
*	Rakesh, Nirav and Rohit Patel	15933 Antioch Road	Overland Park	Kansas	66223	(913) 777-4434
*	Rakesh, Nirav and Rohit Patel	7592 W. 119 th	Overland Park	Kansas	66213	(913) 303-1181
*	Melissa and Scott Andersen	9524 Antioch Road	Overland Park	Kansas	66212	(913) 213-5740
	Robert and Lori Good, and Nick and Bethany Halstead	101 W 29 th St, Suite C	Pittsburg	Kansas	66762	(620) 404-4506
*	Melissa and Scott Andersen	9424 Mission Road	Prairie Village	Kansas	66206	(913) 808-5261
	DeLong Tong	22233 West 66 th Street	Shawnee	Kansas	66226	(913) 745-4123
*	Rohit Patel	TBD	Topeka	Kansas	TBD	(405) 210-2195
*	Jay and Jason Weber	TBD	Topeka	Kansas	TBD	(785) 383-3189
*	Jennifer and Aaron Courtney	2768 North Maize Road	Wichita	Kansas	67205	(316) 201-1015
*	Jennifer and Aaron Courtney	9730 E 21 st ST N Suite 105	Wichita	Kansas	67206	(316) 358-7786
	Andre Jackson and Krishan Patel	711 12 th Street #150	Ashland	Kentucky	41101	(606) 393-1138
	Cavelle Mollineaux and Chandra Capers	105 Kentucky Home Square	Bardstown	Kentucky	40004	(502) 628-6630
	Bhumikaben and Nimisha Patel	TBD	Berea	Kentucky	TBD	(352) 234-7368
	Michael Crawley	1971 Cave Mill Road Suite #1	Bowling Green	Kentucky	42104	(270) 599-0022
*	Sean and Jennifer Byrne, Michael and Angela Curry, and Mark and Liane Riney	TBD	Bowling Green	Kentucky	TBD	(270) 302-3103

	Raj and Ashish Patel	2416 Baxter Avenue	Crescent Springs	Kentucky	41017	(859) 360-6705
*	Nirav, Arjuben, Nikita and Hiteshkumar Patel	1811 North Dixie Highway, Suite 106	Elizabethtown	Kentucky	42701	(270) 569-1840
*	Nirav, Arjuben, Nikita and Hiteshkumar Patel	TBD	Elizabethtown	Kentucky	TBD	(216) 640-4999
	Sureshkumar “Suresh” and Sunil Patel	6785 Houston Road, Suite 200	Florence	Kentucky	41042	(859) 817-0395
	Armi Tisha Grace Aguilar and Paul Rhodes	7121 C Avenue	Fort Campbell	Kentucky	42223	(270) 605-1170
	Michael Crawley	127 Gold Vault Road	Fort Knox	Kentucky	40121	(502) 378-0555
	Hiren Patel	1303 US Highway 127 S Suite 405	Frankfort	Kentucky	40601	(502) 352-9418
	Priyanka, Rohitkumar, Ekadashi and Komalben Patel	98 Finley Drive, Suite 400	Georgetown	Kentucky	40324	(502) 370-4607
*	Sean and Jennifer Byrne, Michael and Angela Curry, and Mark and Liane Riney	TBD	Glasgow	Kentucky	TBD	(270) 302-3103
*	Priyankaben and Sanket Patel	TBD	Henderson	Kentucky	TBD	(312) 340-0078
*	Sunil and Jigar Patel, and Manisha Soni	TBD	Highland Heights	Kentucky	TBD	(618) 570-6758
	Rakesh Patel	1407 East Crystal Drive Suite D	Lagrange	Kentucky	40031	(502) 393-4741
	Richard and Jeffery Derrickson	3181 Beaumont Centre Circle Suite 112	Lexington	Kentucky	40513	(859) 223-0032
	Ashish, Neha and Raj Patel	385 Rose Street	Lexington	Kentucky	40508	(478) 230-8582
*	Neha and Ashish Patel	3090 Helmsdale Place, Suite 390	Lexington	Kentucky	40509	(937) 823-1872
	Ashish and Neha Patel	2558 Larkin Road, Suite 120	Lexington	Kentucky	40503	(859) 456-2661
	Bhumikaben and Nimisha Patel	TBD	Lexington	Kentucky	TBD	(352) 234-7368
	Bhumikaben and Nimisha Patel	TBD	Lexington	Kentucky	TBD	(352) 234-7368

	Urmilaben and Nirajkumar Patel	TBD	London	Kentucky	TBD	(850) 869-0911
*	Bhumikaben, Nimisha, Rakesh and Mahendra Patel	4114 Summit Plaza Drive	Louisville	Kentucky	40241	(502) 384-4386
*	Bhumikaben, Nimisha, Rakesh and Mahendra Patel	13128 Shelbyville Road	Louisville	Kentucky	40243	(502) 290-9903
*	Bhumikaben, Nimisha, Rakesh and Mahendra Patel	7714 Bardstown Road	Louisville	Kentucky	40291	(502) 384-5249
*	Bhumikaben, Nimisha, Rakesh and Mahendra Patel	4024 Shelbyville Road	Louisville	Kentucky	40207	(502) 384-3732
*	Cameron, Edward and Ashley Mckay	TBD	Louisville	Kentucky	TBD	(502) 418-6332
	Hiren Patel	5023 Mud Lane, Suite 150	Louisville	Kentucky	40229	(502) 709-5420
*	Nirav, Arjuben, Nikita and Hiteshkumar Patel	305 West Cardinal Boulevard	Louisville	Kentucky	40208	(502) 290-0008
*	Ankit Patel	504 North 12 th Street, Suite D	Murray	Kentucky	42071	(270) 873-1033
*	Ankit Patel	TBD	Murray	Kentucky	TBD	(201) 706-0560
*	Ankit Patel	TBD	Murray	Kentucky	TBD	(201) 706-0560
*	Ankit, Sureshkumar and Ramilaben Patel	1709 Monmouth Street, Suite D	Newport	Kentucky	41071	(859) 814-8081
*	Neha and Ashish Patel	177 East Brannon Road	Nicholasville	Kentucky	40356	(859) 368-9748
	Sean and Jennifer Byrne, and Mark and Liane Riney	2804 Frederica Street	Owensboro	Kentucky	42301	(270) 713-0295
	Sean and Jennifer Byrne, Michael and Angela Curry, and Mark and Liane Riney	3250 Hayden Road, Suite 1	Owensboro	Kentucky	42303	(270) 302-3103
	Ankit “Andy” Patel	4793 Village Square Suite H	Paducah	Kentucky	42001	(270) 557-7348
	Bhumikaben and Mahendrakumar Patel	440 Eastern Bypass, Suite 2	Richmond	Kentucky	40475	(859) 544-6016

	Rakesh Patel	1641 Midland Trail	Shelbyville	Kentucky	40065	(502) 513-5023
	Hiren Patel	161 Paroquet Springs Drive	Shepherdsville	Kentucky	40165	(502) 393-4898
	Rakeshkumar, Bimal and Anita Patel	TBD	Somerset	Kentucky	TBD	(810) 410-8461
*	Sunil and Jigar Patel, and Manisha Soni	9256 US Highway 42 Suite D	Union	Kentucky	41091	(859) 456-5745
*	Neha and Ashish Patel	1600 Bypass Road	Winchester	Kentucky	40391	(859) 355-5602
*	Terry Myers	2235 S MacArthur Drive	Alexandria	Louisiana	71301	(318) 704-0486
*	Terry Myers	455 Curtiss Road	Barksdale AFB	Louisiana	71110	(318) 584-6101
*	Jean-Marc, Yuvonka and Mark Brown	324 Lee Drive	Baton Rouge	Louisiana	70808	(225) 256-3385
*	Christopher Herbert	8670 Airline Drive	Baton Rouge	Louisiana	70815	(225) 408-3806
*	Christopher Herbert	121 Bass Pro Boulevard Suite A2	Baton Rouge	Louisiana	70726	(225) 325-2942
*	Terry Myers	3107 Airline Drive, Suite 100	Bossier City	Louisiana	71111	(318) 562-1936
	BJ Crist and Gustavo Rezende	3730 NE Evangeline Throughway, Suite A	Carencro	Louisiana	70520	(337) 565-2660
*	Christopher Herbert	14385 Grand Settlement Boulevard, Suite D	Central	Louisiana	70818	(337) 660-8624
*	Douglas Fair and Christian Short	70360 Hwy 21, Suite 1	Covington	Louisiana	70433	(504) 813-1679
	Mark, Ja'vyon, Yuvonka and Jean Marc Brown	577 Highway 30	Gonzales	Louisiana	70737	(225) 647-6206
*	BJ Crist and Gustavo Rezende	TBD	Houma	Louisiana	TBD	(504) 473-1142
*	BJ Crist and Gustavo Rezende	TBD	Houma	Louisiana	TBD	(504) 473-1142
	BJ Crist and Claire Foret	458 Heymann Blvd. Suite B	Lafayette	Louisiana	70503	(337) 456-3933
	BJ Crist and Gustavo Rezende	1512 Ambassador Cafferey Pkwy #7	Lafayette	Louisiana	70506	(337) 412-6090

*	BJ Crist and Gustavo Rezende	4601 Ambassador Caffery Parkway. Suite 200	Lafayette	Louisiana	70508	(337) 534-0287
*	BJ Crist and Gustavo Rezende	6718 Johnston St	Lafayette	Louisiana	70503	(337) 534-0449
*	BJ Crist and Gustavo Rezende	TBD	Lake Charles	Louisiana	TBD	(504) 473-1142
*	BJ Crist and Gustavo Rezende	3723 Nelson Road, Suite 100	Lake Charles	Louisiana	70605	(337) 240-9010
*	BJ Crist and Gustavo Rezende	TBD	Lake Charles	Louisiana	TBD	(504) 473-1142
*	Terry Myers	TBD	Monroe	Louisiana	TBD	(318) 308-3138
*	BJ Crist and Gustavo Rezende	1200 E Admiral Doyle Dr, Suite C	New Iberia	Louisiana	70560	(504) 256-6505
*	Douglas Fair and Christian Short	TBD	New Orleans	Louisiana	TBD	(504) 812-2057
*	Douglas Fair and Christian Short	TBD	New Orleans	Louisiana	TBD	(504) 812-2057
*	BJ Crist and Gustavo Rezende	TBD	Old Jefferson	Louisiana	TBD	(504) 473-1142
*	Terry Myers	2913 Monroe Highway, Unit A	Pineville	Louisiana	71360	(318) 625-7166
*	David Oliveaux	TBD	Port Allen	Louisiana	TBD	(404) 933-2340
*	BJ Crist and Gustavo Rezende	TBD	Prairieville	Louisiana	TBD	(504) 473-1142
*	Terry Myers	7436 Youree Drive	Shreveport	Louisiana	71105	(318) 395-2301
*	BJ Crist and Gustavo Rezende	TBD	Sulphur	Louisiana	TBD	(504) 473-1142
*	BJ Crist and Gustavo Rezende	TBD	Thibodaux	Louisiana	TBD	(504) 473-1142
*	David Oliveaux	TBD	Zachary	Louisiana	TBD	(404) 933-2340
	Tiffany and Pete George	426 Alfred Street	Biddeford	Maine	4005	(207) 494-8183
	Tiffany and Pete George	45 Western Ave	South Portland	Maine	4106	(207) 871-9991
	Dawn and Eric Metz	3662 Churchville Road	Aberdeen	Maryland	21001	(443) 327-8352
	Dawn and Eric Metz	6487 Aberdeen Blvd. Bldg 2401	Aberdeen Proving Ground	Maryland	21005	(443) 327-8593
*	Eric and Dawn Metz, and Shaji Mathew	TBD	Abingdon	Maryland	TBD	(443) 807-3112
	Balsam Shawky and Rafik Fouad	13531 Connecticut Avenue	Aspen Hill	Maryland	20906	(240) 833-8583

*	Shirlean Gatling	TBD	Baltimore	Maryland	TBD	(301) 775-4132
*	Shirlean Gatling	TBD	Baltimore	Maryland	TBD	(301) 775-4132
*	Meenal and Manish Singh	1030 W 41 st Street	Baltimore	Maryland	21211	(443) 708-2697
*	Meenal and Manish Singh	6520 Reisterstown Road Unit A	Baltimore	Maryland	21215	(443) 869-5141
*	Syed Iqbal and Sebastine Elendu	TBD	Baltimore	Maryland	TBD	(302) 494-8972
*	Syed Iqbal and Sebastine Elendu	TBD	Baltimore	Maryland	TBD	(302) 494-8972
	Syed Iqbal and Sebastine Elendu	1835 Ashland Avenue	Baltimore City	Maryland	21205	(443) 869-3873
	Alesha and David Magby	1522 Havenwood Road	Baltimore City	Maryland	21218	(443) 438-5219
	Dawn and Eric Metz	331 Baltimore Pike, Suite #1	Bel Air	Maryland	21014	(410) 387-4352
	Dawn and Eric Metz	2698 Admiral Lane, Suite 3	Bel Air	Maryland	21015	(410) 734-5240
	Meenal and Manish Singh	4731A Elm Street	Bethesda	Maryland	20814	(240) 800-3832
	Toya Evans, Lauren Williamson, and Chanel Grant	Walter Reed Navy Exchange 8901 Wisconsin Avenue Bldg 82,	Bethesda	Maryland	20889	(240) 800-3974
	Samarpit and Ghanshyam Patel, and Rohan Pandya	TBD	Bethesda	Maryland	TBD	(215) 964-8802
	Toya and Chanel Evans, and Lauren Williamson	15475 Annapolis Road Suite 150	Bowie	Maryland	20715	(301) 805-2829
	Jacqueline, Jordan, Clement and Jocelyn Troutman	10250 Martin Luther King Junior Highway Suite 800	Bowie	Maryland	20720	(240) 828-5847
	Shwetank and Arpit Patel	15805 Robert South Crain Highway, Suite H	Brandywine	Maryland	20613	(240) 681-3299
	Adebolugbe Adubi	15638 Old Columbia Pike	Burtonsville	Maryland	20866	(240) 389-1867

	Mary Elizabeth Leskinen, and Kirk and Zakary Purcell	44980 St. Andrews Church Road, Suite C	California	Maryland	20619	(240) 237-8552
	Clement and Jacqueline Troutman	1801 Ritchie Station Court, Suite 400	Capitol Heights	Maryland	20743	(301) 336-1719
*	Sandipkumar and Darshnaben Patel	5644 Baltimore National Pike	Catonsville	Maryland	21228	(443) 341-6232
*	Oubab Khalil	TBD	Clarksburg	Maryland	TBD	(214) 519-4646
	Isha Katohora	8805 Woodyard Road	Clinton	Maryland	20735	(240) 318-5095
	Majdi Labwam	112 Shawan Road #4	Cockeysville	Maryland	21030	(443) 318-4520
	Mitesh and Jigna Patel	10260 Baltimore Avenue Suite I	College Park	Maryland	20740	(240) 391-6082
	Kwang-woo Choi and Paulo Ifurung	6455 Dobbin Road, Suite 35	Columbia	Maryland	21045	(410) 730-6564
	Rohan Pandya, and Samarpit and Ghanshyam Patel	10730 Little Patuxent Parkway Suite 3B	Columbia	Maryland	21044	(410) 639-5074
*	Meenal and Manish Singh	1417 Meritt Boulevard, Unit A1	Dundalk	Maryland	21222	(443) 503-6217
	Grayling and Sandra Lucas	10137 Ward Road	Dunkirk	Maryland	20754	(301) 327-5414
	SudhirKumar Mehta	220-A Marlboro Avenue	Easton	Maryland	21601	(410) 822-2340
	Majdi Labwam	6400B Ridge Street	Eldersburg	Maryland	21784	(443) 398-8215
	Dawn and Eric Metz	108 Big Elk Mall	Elkton	Maryland	21921	(667) 215-0329
	Shwetank Patel	9150 Baltimore National Pike	Ellicott City	Maryland	21042	(410) 680-8048
	Meenal and Manish Singh	980 Swan Creek Road E	Fort Washington	Maryland	20744	(301) 485-0963
	Tameka Davis	211 Shorebird St. Suite C	Frederick	Maryland	21701	(301) 644-0417
	Tameka Davis	3254 A Bennett Creek Avenue	Frederick	Maryland	21704	(240) 341-2068
	Tameka Davis	TBD	Frederick	Maryland	TBD	(301) 305-0101

	Tameka Davis	TBD	Frederick	Maryland	TBD	(301) 305-0101
	Balsam Shawky and Rafik Fouad	554 N Frederick Avenue	Gaithersburg	Maryland	20877	(301) 987-7373
		Unit 9				
*	Balsam Shawky and Rafik Fouad	18251-G Flower Hill Way	Gaithersburg	Maryland	20879	(240) 391-4210
*	Balsam Shawky and Rafik Fouad	TBD	Gaithersburg	Maryland	TBD	(703) 966-7753
	Shirlean Gatling and Kalion Dickens	2389 Brandermill Blvd Ste 104	Gambrills	Maryland	21054	(410) 721-5800
*	Sandipkumar, Darshnaben and Manoj Patel	19828 Century Boulevard	Germantown	Maryland	20874	(240) 912-7286
	Darshnaben and Sandipkumar Patel	6710 Governor Ritchie Highway	Glen Burnie	Maryland	21061	(410) 553-4913
	Meenal and Manish Singh	6228 Greenbelt Road Unit A	Greenbelt	Maryland	20770	(240) 391-1370
	Dipali and Vijay Patel	17997 Garland Groh Blvd	Hagerstown	Maryland	21740	(301) 244-0395
	Pallavi Vyas and Vijay Patel	3611 Washington Boulevard	Halethorpe	Maryland	21227	(443) 575-6258
		Suite #103				
	Shwetank and Arpit Patel	7645 Arundel Mills Blvd, Space #90	Hanover	Maryland	21076	(443) 755-5939
*	Meenal and Manish Singh	3500 East West Highway, Unit 1416A	Hyattsville	Maryland	20782	(443) 878-8778
	Jacob Razeq	105 Drury Lane	La Plata	Maryland	20646	(240) 901-2943
		Unit E				
	Toya and Chanel Evans, and Lauren Williamson	6300 Annapolis Rd, Suite 5	Landover Hills	Maryland	20784	(301) 773-1701
	Shwetank, Arpit and Samarpit Patel	927 Washington Blvd	Laurel	Maryland	20707	(240) 280-1674

	Arvinbhai and Ghanshyam Patel, and Mahesh Pandya	TBD	Linthicum Heights	Maryland	TBD	(302) 545-2028
*	Jason Chan	2159 York Rd, Unit B	Lutherville Timonium	Maryland	21093	(410) 252-5288
	Dipali and Vijay Patel	307 East Ridgeville Boulevard	Mt. Airy	Maryland	21771	(301) 703-5618
*	Eric and Dawn Metz, and Shaji Mathew	TBD	North East	Maryland	TBD	(443) 807-3112
	Amit Kothari, Pallavi Vyas, and Vijay Patel	8911 Belair Rd, Suite C	Nottingham	Maryland	21236	(443) 819-1799
	Antoinette and Kenneth Bailey	TBD	Odenton	Maryland	TBD	(301) 641-2280
*	Sandipkumar, Darshnaben and Manoj Patel	TBD	Olney	Maryland	TBD	(201) 270-7014
	Monica McCottry	10995 Owing Mills Boulevard	Owing Mills	Maryland	21117	(443) 352-8255
	Isha Katohora	6019 Oxon Hill Road Unit B	Oxon Hill	Maryland	20745	(301) 302-8990
*	Sandipkumar and Darshnaben Patel	TBD	Parkville	Maryland	TBD	(201) 270-7014
*	Majdi Labwam	7603 Harford Road	Parkville	Maryland	21234	(443) 438-5268
*	Majdi Labwam	2043 East Joppa Road	Parkville	Maryland	21234	(443) 464-0911
*	Sandipkumar and Darshnaben Patel	8000 Jumpers Hole Road, Suite 1A	Pasadena	Maryland	21122	(443) 305-2639
*	Eric and Dawn Metz, and Shaji Mathew	TBD	Perryville	Maryland	TBD	(443) 807-3112
	Chip Ng	1809 Reistertown Road #150	Pikesville	Maryland	21208	(410) 415-5420
	Mary Elizabeth Leskinen, and Kirk and Zakary Purcell	57 Harrow Lane	Prince Frederick	Maryland	20678	(443) 295-7636
	Warren Thompson	60665 Student Service Center	Princess Anne	Maryland	21853	(410) 651-6266
*	Mitesh Patel	11907 Reisterstown Road, Suite B	Reisterstown	Maryland	21136	(410) 213-5100

	Mitesh Patel	10052 Darnestown Road	Rockville	Maryland	20850	(301) 978-7662
*	Balsam Shawky and Rafik Fouad	11620 Rockville Pike	Rockville	Maryland	20852	(240) 221-3387
	Majdi Labwam	8652 Pulaski Highway C-2	Rosedale	Maryland	21237	(443) 559-6856
*	Kalpesh and Jigna Patel	1305 South Salisbury Boulevard	Salisbury	Maryland	21801	(410) 219-5400
	SudhirKumar Mehta	TBD	Salisbury/Easton	Maryland	TBD	(410) 463-1133
*	Sandipkumar and Darshnaben Patel	366 Ritchie Hwy	Severna Park	Maryland	21146	(410) 432-2112
	Shwetank and Arpit Patel	12263 Tech Road	Silver Spring	Maryland	20904	(240) 531-2138
	Jacqueline, Jordan, Clement and Jocelyn Troutman	TBD	Silver Spring	Maryland	TBD	(443) 677-4513
*	Meenal and Manish Singh	16 University Boulevard East	Silver Springs	Maryland	20901	(240) 641-4187
	Shwetank, Arpit and Jay Patel	3737 Branch Avenue	Temple Hills	Maryland	20748	(240) 619-5778
*	Jason Chan	730 York Rd, Suite 104	Towson	Maryland	21204	(410) 296-8888
	Antoinette and Kenneth Bailey	7607 Robert Crain Highway Suite B110	Upper Marlboro	Maryland	20772	(301) 574-8069
	Jacqueline, Jordan, Clement and Jocelyn Troutman	TBD	Upper Marlboro	Maryland	TBD	(443) 677-4513
	Shwetank and Arpit Patel	3390 Lenoardtwn Road	Waldorf	Maryland	20601	(301) 638-3291
*	Mitesh Patel	TBD	Westminster	Maryland	TBD	(501) 240-8919
	Majdi Labwam	265 Baltimore Blvd Unit 5	Westminster	Maryland	21157	(443) 289-9692
	Majdi Labwam	8041 Liberty Road #5	Windsor Mill	Maryland	21244	(410) 701-8706
	Tiffany and Pete George	100 Macy Street, Suite F	Amesbury	Massachusetts	1913	(978) 834-5015
*	Priyanka and Dhruv Patel	TBD	Amherst	Massachusetts	TBD	(302) 841-0210
*	Ripal Patel	TBD	Anover	Massachusetts	TBD	(352) 857-4543

*	Parth G., Ripal, Urvi and Mukeshkumar Patel	43 Dodge Street Suite A-245	Beverly	Massachusetts	1915	(978) 529-2903
*	Mukeshkumar Patel	TBD	Beverly	Massachusetts	TBD	(978) 994-4586
	Mitesh and Niral Patel, and Koushik Koganti	1122 Boylston Street	Boston	Massachusetts	2215	(617) 982-6873
*	Rohitkumar and Gineshkumar Patel	TBD	Boston	Massachusetts	TBD	(229) 733-8640
*	Rohitkumar and Gineshkumar Patel	TBD	Boston	Massachusetts	TBD	(229) 733-8640
*	Rohitkumar and Gineshkumar Patel	TBD	Boston	Massachusetts	TBD	(229) 733-8640
*	Rohitkumar and Gineshkumar Patel	TBD	Boston	Massachusetts	TBD	(229) 733-8640
*	Glen and Christopher Baker	TBD	Boston	Massachusetts	TBD	(603) 765-1046
*	Glen and Christopher Baker	TBD	Boston	Massachusetts	TBD	(603) 765-1046
*	Ripal, Rohit, and Ankit Patel	TBD	Boston	Massachusetts	TBD	(352) 857-4543
*	Dhruv Patel	TBD	Braintree	Massachusetts	TBD	(302) 841-0210
	Smit and Vijaykumar Patel	3 Broad Street	Bridgewater	Massachusetts	2324	(774) 351-0310
	Rohitkumar and Gineshkumar Patel	TBD	Brighton	Massachusetts	TBD	(229) 733-8640
*	Gilbert and Ana Desousa	TBD	Bristol County	Massachusetts	TBD	(508) 858-8592
*	Gilbert and Ana Desousa	TBD	Bristol County	Massachusetts	TBD	(508) 858-8592
*	Gilbert and Ana Desousa	TBD	Bristol County	Massachusetts	TBD	(508) 858-8592
*	Gilbert and Ana Desousa	TBD	Bristol County	Massachusetts	TBD	(508) 858-8592
	Anthony and Tony Vicente, and Ollie Spears	TBD	Brockton	Massachusetts	TBD	(508) 649-3125
*	Ripal, Rohit, and Ankit Patel	TBD	Brookline	Massachusetts	TBD	(352) 857-4543
*	Rohitkumar and Gineshkumar Patel	TBD	Canton	Massachusetts	TBD	(314) 412-8696
	Parth, Ripal, and Urvi Patel	55 Drum Hill Road	Chelmsford	Massachusetts	1824	(978) 710-4310
*	Ripal, Rohit, and Ankit Patel	TBD	Chestnut Hill	Massachusetts	TBD	(352) 857-4543
*	Ripal, Rohit, and Ankit Patel	TBD	City Point	Massachusetts	TBD	(352) 857-4543
*	Rohitkumar, Gineshkumar, Shivam and Mukeshbhai Patel	769 Providence Highway	Dedham	Massachusetts	2026	(339) 469-6030
	Karyn Ferreira	3020 Cranberry Highway,	East Wareham	Massachusetts	2538	(774) 351-0320

*	Mitasvil and Jitendrakumar Patel	TBD	Everett	Massachusetts	TBD	(540) 842-0338
	Karyn Ferreira	15 Saraha's Way	Fairhaven	Massachusetts	2719	(774) 202-0321
*	Gilbert and Ana Desousa	450 William Canning Blvd	Fall River	Massachusetts	2721	(774) 357-5153
	Smit and Vijaykumar Patel	22 Patriot Place #118	Foxborough	Massachusetts	2035	(774) 215-0277
	Kevin and Sandra Jennings	6 Foxborough Blvd, Suite 610	Foxborough	Massachusetts	2035	(774) 215-0549
*	Mitasvil and Jitendrakumar Patel	TBD	Framingham	Massachusetts	TBD	(540) 842-0338
*	Kishan Patel and Mohil Sopariwala	289 East Central Street	Franklin	Massachusetts	2038	(774) 333-4523
*	Glen and Christopher Baker	TBD	Haverhill	Massachusetts	TBD	(603) 627-5642
*	Glen and Christopher Baker	400 Lowell Avenue, Unit 9	Haverhill	Massachusetts	1832	(315) 217-2400
*	Dhruv Patel	400 Lincoln Street #22	Hingham	Massachusetts	2043	(339) 529-6790
	Glen and Christopher Baker	TBD	Hudson	Massachusetts	TBD	(603) 765-1046
	Gilberto and Connie Medeiros	489 Bearses Way	Hyannis	Massachusetts	2601	(508) 827-4598
	Krunalkumar and Reena Patel	TBD	Leominster	Massachusetts	TBD	(978) 399-9313
*	Priyanka and Dhruv Patel	TBD	Marlborough	Massachusetts	TBD	(302) 841-0210
	Vatsal Patel	TBD	Mashpee	Massachusetts	TBD	(978) 855-9803
*	Glen and Christopher Baker	90 Pleasant Valley Street	Methuen	Massachusetts	1844	(351) 277-4600
*	Kishan Patel and Mohil Sopariwala	TBD	Milford	Massachusetts	TBD	(781) 975-6818
	Karyn Ferreira	606 Tarkiln Hill Road	New Bedford	Massachusetts	2745	(774) 305-4946
*	Ripal, Rohit, and Ankit Patel	TBD	Newton	Massachusetts	TBD	(352) 857-4543
	Gilbert and Ana Desousa	85A Faunce Corner Mall Road	North Dartmouth	Massachusetts	2747	(508) 858-5456
*	Ripal Patel	9114 Shops Way	Northborough	Massachusetts	1532	(508) 409-2291
	Parth, Ripal, Urvi and Mosam Patel	240 Andover Street	Peabody	Massachusetts	1960	(978) 717-5649
	David Costa	128B Colony Place	Plymouth	Massachusetts	2360	(774) 283-4493
*	Dhruv Patel	TBD	Randolph	Massachusetts	TBD	(302) 841-0210
*	Dishantkumar and Rajendra Patel, and Lakhvir Singh	TBD	Revere	Massachusetts	TBD	(617) 785-6577

	Mitasvil and Jitendrakumar Patel	352A Broadway, Route 1	Saugus	Massachusetts	1906	(781) 813-3090
	Kevin and Sandra Jennings	20 Commerce Way	Seekonk	Massachusetts	2771	(774) 229-2939
*	Priyanka and Dhruv Patel	TBD	Shrewsbury	Massachusetts	TBD	(302) 841-0210
*	Dishantkumar Patel and Lakhvir Singh	14-22 McGrath Highway	Somerville	Massachusetts	2143	(857) 402-6286
*	Dishantkumar Patel and Lakhvir Singh	89 Main Street	Stoneham	Massachusetts	2180	(781) 208-7780
	Parth, Urvi, Mosam and Ripal Patel	450 Paradise Road	Swampscott	Massachusetts	1907	(781) 842-4697
	Kevin and Sandra Jennings	TBD	Swansea	Massachusetts	TBD	(508) 991-1754
*	Glen and Christopher Baker	TBD	TBD	Massachusetts	TBD	(603) 627-5642
	Dhruv Patel	TBD	Walpole	Massachusetts	TBD	(302) 841-0210
*	Rohitkumar and Gineshkumar Patel	TBD	Watertown	Massachusetts	TBD	(314) 412-8696
	Siddharth Lillaney, Savan Patel, Rishi Bhut, and Vraj Desai	367 Memorial Avenue	West Springfield	Massachusetts	1089	(413) 356-9050
*	Parth G., Ripal, Urvi and Mukeshkumar Patel	174 Littleton Road	Westford	Massachusetts	1886	(978) 496-1738
*	Dhruv Patel	TBD	Weymouth	Massachusetts	TBD	(302) 841-0210
*	Dishantkumar and Rajendra Patel, and Lakhvir Singh	TBD	Woburn	Massachusetts	TBD	(617) 785-6577
	Yamini and Kush Patel	81 Goldstar Boulevard	Worcester	Massachusetts	1606	(774) 351-1782
	Deep and Priyankkumar Patel	11 Tobias Boland Way Unit 110	Worcester	Massachusetts	1607	(508) 409-2411
	James McClanaghan and Gerald Bobchick	1367 Division Street	Adrian	Michigan	49221	(517) 920-4845
*	Salem Najjar	14595 Southfield Road	Allen Park	Michigan	48101	(313) 789-3370
	Christopher Cabana	TBD	Alpena	Michigan	TBD	(734) 664-4122
	Wassim Abousamra, Kevin Postill, and Gary Goodin	607 Liberty Street	Ann Arbor	Michigan	48104	(734) 585-0266
	Deborah LeMieux-King	885 W. Eisenhower Parkway	Ann Arbor	Michigan	48103	(734) 882-2971

	Salem Najjar	3400 Washtenaw Avenue	Ann Arbor	Michigan	48104	(734) 418-2333
	Ali El-Moussawi and Ali Hamouch	5609 Jackson Road, Suite 107	Ann Arbor	Michigan	48103	(734) 929-5330
	Margaret Turner, Marshall Dodson, and Fred Minturn	3987 Baldwin Road	Auburn Hills	Michigan	48326	(248) 481-8625
	Margaret Turner, Marshall Dodson, and Fred Minturn	2709 University Drive	Auburn Hills	Michigan	48326	(248) 481-6769
	Eduardo Ramos and Corina Groeger	5466 Beckley Road, Suite A	Battle Creek	Michigan	49015	(269) 589-6040
	Ryan and Jeffrey Kaleto	4041 North Euclid	Bay City	Michigan	48706	(989) 667-8770
	Paul Goldman	TBD	Bellevue	Michigan	TBD	(248) 321-4222
	Matt Outman, and Jeffrey and Ryan Kaleto	840 S. State Street	Big Rapids	Michigan	49307	(231) 629-8707
*	Salem Najjar	33353 Woodward Avenue	Birmingham	Michigan	48009	(248) 283-3370
*	Margaret Turner, Marshall Dodson, and Fred Minturn	2510 S Telegraph Road Suite A	Bloomfield Hills	Michigan	48302	(248) 221-5727
*	Margaret Turner, Marshall Dodson, and Fred Minturn	TBD	Bloomfield Hills	Michigan	TBD	(248) 250-3573
	Hani Halloun	TBD	Bloomfield Township	Michigan	TBD	(810) 397-1891
	Hani Halloun	10049 East Grand River Avenue Suite 1100	Brighton	Michigan	48116	(810) 360-0255
*	Christopher Cabana	8860 E 34 Road	Cadillac	Michigan	49601	(231) 468-2639
*	Hani Halloun	44991 Ford Road	Canton	Michigan	48187	(734) 431-6969
	Hani Halloun	4973 Beck Road South	Canton	Michigan	48188	(734) 584-0220
	Gerald Bobchick and James McClanaghan	27805 23 Mile Road	Chesterfield	Michigan	48051	(586) 649-7729
	Margaret Turner, Marshall Dodson, and Fred Minturn	6459 Dixie Highway	Clarkston	Michigan	48346	(248) 922-9000

	Margaret Turner, Marshall Dodson, and Fred Minturn	7150 Sashabaw Road	Clarkston	Michigan	48347	(248) 620-8005
	Hani Halloun	1569 North Main Street, Suite A	Clawson	Michigan	48017	(248) 629-7041
*	Paul Dudgeon	15600 Hall Rd, Unit A-1	Clinton Township	Michigan	48038	(586) 231-0436
	Dale McNabb and Paul Dudgeon	40027 South Groesbeck Highway	Clinton Township	Michigan	48036	(586) 765-1831
	Hani Halloun	5105 West Vienna Road	Clio	Michigan	48420	(810) 564-9993
*	Christopher Cabana	714 East Chicago Street	Coldwater	Michigan	49036	(517) 924-1128
	Ian Findlay	4863 Carroll Lake Road	Commerce Township	Michigan	48382	(248) 716-9791
	Prajesh Patel	703 South State Street	Davison	Michigan	48423	(810) 412-5556
	Michael and Amy Pohlod	22905 Michigan Avenue	Dearborn	Michigan	48124	(313) 724-6216
	Salem Najjar and Saleh Ali	5858 Schaefer Road	Dearborn	Michigan	48126	(313) 636-1999
*	Salem Najjar	26931 Ford Road	Dearborn Heights	Michigan	48127	(313) 789-3001
	Salem Najjar and Saleh Ali	220 West Congress Street	Detroit	Michigan	48226	(313) 462-4130
	Salem Najjar	2240 East 8 Mile Road	Detroit	Michigan	48234	(313) 474-4001
	Salem Najjar and Saleh Ali	7450 Woodward Avenue #100	Detroit	Michigan	48202	(313) 889-4002
	David and Ruth Buko	1201 East Grand River Avenue	East Lansing	Michigan	48823	(517) 708-8565
*	David and Ruth Buko	1595 W Lake Lansing Road	East Lansing	Michigan	48823	(517) 993-5697
		Suite 120				
*	James (Jim) and Teri Guillaumin, and Gerald Bobchick	22381 Gratiot Avenue	Eastpointe	Michigan	48021	(586) 350-0505

*	James (Jim) and Teri Guillaumin	TBD	Eastpointe or Detroit	Michigan	TBD	(248) 379-3879
	Hani Halloun	34675 Grand River Ave	Farmington	Michigan	48335	(248) 482-7400
	Harold and Kathi Bowen	4009 Owen Road	Fenton	Michigan	48430	(810) 714-4888
*	Salem Najjar	23054 Woodward Avenue	Ferndale	Michigan	48220	(248) 268-4303
	Deborah LeMieux-King	2460 West Hill Road	Flint	Michigan	48507	(608) 665-9024
	Hani Halloun	910 South Center Road	Flint	Michigan	48503	(810) 820-3644
*	Harold and Kathi Bowen	2103 South Linden Road	Flint Township	Michigan	48532	(810) 733-2100
	Kevin Postill and Gary Goodin	TBD	Fort Gratiot	Michigan	TBD	(810) 650-5737
	Paul Dudgeon	34521 Utica Road	Fraser	Michigan	48026	(586) 879-6731
*	Christopher Cabana	1378 West Main Street	Gaylord	Michigan	49735	(989) 448-8696
	Deborah LeMieux-King	2383 East Hill Road, Suite 1	Grand Blanc	Michigan	48439	(810) 953-2233
	Ankit Patel	410 N Becon Boulevard	Grand Haven	Michigan	49417	(616) 607-7407
*	Hani Halloun	2505 Alpine Avenue NW	Grand Rapids	Michigan	49544	(616) 551-0336
	Libby McDonald	5088 28 th Street SE	Grand Rapids	Michigan	49512	(616) 975-7777
	Hani Halloun	5429 Northland Drive NE Suite E	Grand Rapids	Michigan	49525	(616) 272-3558
*	Hani Halloun	6755 Kalamazoo Ave SE	Grand Rapids	Michigan	49508	(616) 803-0902
	Heather Hendriksen and Darin Turner	1045 Michigan Street NE, Suite A	Grand Rapids	Michigan	49503	(616) 259-8700
	John Cleland and Darin Turner	2040 East Beltline Avenue NE, Suite A	Grand Rapids	Michigan	49525	(616) 420-0044
*	Darin Turner	TBD	Grand Rapids	Michigan	TBD	(586) 295-7131
	Harold Bowen	4391 Canal Avenue SW	Grandville	Michigan	49418	(616) 719-1810

	Paul Dudgeon and Sean Gowdy	TBD	Grosse Pointe	Michigan	TBD	(586) 566-6319
*	Paul Dudgeon	26130 Crocker Boulevard	Harrison Township	Michigan	48045	(586) 741-8541
	Hani Halloun	10006 West Highland Road	Hartland	Michigan	48353	(810) 991-1155
	Joseph Ford	2260 South Milford Road	Highland Township	Michigan	48357	(248) 529-3650
*	Darin Turner and John Cleland	3155 W Shore Drive	Holland	Michigan	49424	(616) 848-7606
	James and Mark White, and Mark Miceli	1455 N Michigan Avenue Suite 300	Howell	Michigan	48843	(517) 618-7879
	Joseph Ford and Michael Kort	1361 Boardman Road	Jackson	Michigan	49202	(517) 795-1220
	Eduardo Ramos and Corina Groeger	4315 West Main Street	Kalamazoo	Michigan	49006	(269) 382-4044
	Eduardo Ramos and Corina Groeger	5455 Gull Road, Suite A	Kalamazoo	Michigan	49048	(269) 532-1550
*	Trevor Stange	3070 28 th Street SE	Kentwood	Michigan	49512	(616) 551-0565
*	Joseph Ford	1176 South Lapeer Road	Lake Orion	Michigan	48360	(586) 765-1831
	Jeffrey and James Lulek	3287 Sterns Road	Lambertville	Michigan	48144	(734) 568-6682
*	David and Ruth Buko	6527 S Cedar Street	Lansing	Michigan	48911	(517) 483-2679
*	David and Ruth Buko	4421 W Saginaw Highway	Lansing	Michigan	48917	(517) 708-8138
	David and Ruth Buko	3214 East Michigan Avenue	Lansing	Michigan	48912	(517) 721-1303
	Gary Goodin and Kevin Postill	885 Baldwin Road	Lapeer	Michigan	48446	(810) 969-4674
	Michael and Amy Pohlod	30971 5 Mile Road, Suite B104	Livonia	Michigan	48154	(734) 427-5500
	Scott Meyer	29480 7 Mile Road	Livonia	Michigan	48152	(248) 957-6759
*	Hani Halloun	19790 Haggerty Road	Livonia	Michigan	48152	(734) 237-6748
*	Paul Dudgeon	18353 Hall Road	Macomb Township	Michigan	48044	(586) 329-1973

	Hani Halloun	200 W 12 Mile Road	Madison Heights	Michigan	48071	(248) 951-2882
*	Gary Goodin and Kevin Postill	2417 Gratiot Boulevard	Marysville	Michigan	48040	(810) 824-3397
	Ryan and Jeffrey Kaleto	6805 Eastman Avenue	Midland	Michigan	48642	(989) 835-6955
	Ryan and Jeffrey Kaleto	985 South Saginaw Road	Midland	Michigan	48640	(989) 835-2533
	Hani Halloun	1111 N Telegraph Rd	Monroe	Michigan	48162	(734) 230-2080
	Ryan and Jeffrey Kaleto	2332 South Mission Street	Mount Pleasant	Michigan	48858	(989) 317-4800
*	Trevor and Stephanie Stange	5220 S Harvey Street	Muskegon	Michigan	49444	(231) 375-5805
*	Michael and Amy Pohlod	TBD	Niles	Michigan	TBD	(248) 227-7471
	Salem Najjar	15359 Beck Road	Northville	Michigan	48168	(734) 656-8640
*	Joseph Ford	48975 Grand River Avenue, Suite 900	Novi	Michigan	48374	(248) 513-4430
*	Joseph Ford	43215 Grand River Avenue Suite B	Novi	Michigan	48375	(248) 946-4031
*	David and Ruth Buko	3490 Okemos Road, Suite E	Okemos	Michigan	48864	(517) 220-2870
	Deborah LeMieux-King	1152 S. Ortonville Road, Suite 1	Ortonville	Michigan	48462	(248) 627-2677
	Deborah LeMieux-King	1561 East Main Street	Owosso	Michigan	48867	(989) 494-0090
*	Joseph Ford	595 N Lapeer Road	Oxford	Michigan	48371	(248) 800-4055
	Christopher Cabana	1374 Victories Lane	Petoskey	Michigan	49770	(231) 622-8544
	Corina Groeger and Eduardo Ramos	TBD	Plainwell	Michigan	TBD	(616) 490-9304
*	Salem Najjar	41544 Ann Arbor Road	Plymouth	Michigan	48170	(734) 892-2927
*	Gary Goodin and Kevin Postill	951 24 th Street	Port Huron	Michigan	48060	(810) 479-9121
	Eduardo Ramos and Corina Groeger	230 West Millham Street	Portage	Michigan	49024	(269) 532-1802
	Michael and Amy Pohlod	9019 Telegraph Road	Redford	Michigan	48239	(313) 740-7397
*	Stephen Lippman and Paul Dudgeon	67213 Main Street	Richmond	Michigan	48062	(586) 430-4295

	Margaret Turner, Marshall Dodson, and Fred Minturn	2913 Crooks Road	Rochester	Michigan	48309	(248) 852-4800
*	Margaret Turner, Marshall Dodson, and Fred Minturn	1288 Walton Blvd	Rochester Hills	Michigan	48307	(248) 923-2700
*	Margaret Turner, Marshall Dodson, and Fred Minturn	TBD	Rochester Hills	Michigan	TBD	(248) 250-3573
	Amy and Michael Pohlod	8300 Merriman Road	Romulus	Michigan	48174	(734) 895-1027
*	Paul Dudgeon	32098 Gratiot Avenue	Roseville	Michigan	48066	(586) 343-8756
*	Joseph Lavigne	29486 Woodward Avenue	Royal Oak	Michigan	48073	(248) 951-8987
	Ryan and Jeffrey Kaleto	5815 Bay Road, Suite 700	Saginaw	Michigan	48604	(989) 249-0499
	David and Ruth Buko	5620 State Street	Saginaw	Michigan	48609	(989) 401-7795
	Kevin Postill and Gary Goodin	TBD	Saline	Michigan	TBD	(810) 650-5737
*	Paul Dudgeon	14901 23 Mile Road	Shelby Township	Michigan	48315	(586) 580-2179
*	Paul Dudgeon	46959 Van Dyke	Shelby Township	Michigan	48317	(586) 799-4074
*	Joseph Ford	25780 Pontiac Trail	South Lyon	Michigan	48178	(248) 278-6336
	Hani Halloun	29920 Telegraph Road	Southfield	Michigan	48034	(248) 353-0725
	Hani Halloun	26563 Evergreen	Southfield	Michigan	48076	(248) 621-9000
	Hani Halloun	29660 Southfield Road	Southfield	Michigan	48076	(248) 327-7540
*	Paul Dudgeon	30114 Harper Avenue Suite 1	St. Clair Shores	Michigan	48082	(586) 285-5032
	Paul Dudgeon	22600 Greater Mack Avenue	St. Clair Shores	Michigan	48080	(586) 552-5808
*	Paul Dudgeon	36645 Van Dyke Avenue	Sterling Heights	Michigan	48312	(586) 272-2941
	Michael and Amy Pohlod	7700 Telegraph Road	Taylor	Michigan	48180	(313) 724-6188
	Salem Najjar and Saleh Ali	21316 Eureka Road	Taylor	Michigan	48180	(734) 318-2222
*	Darin Turner and John Cleland	TBD	TBD	Michigan	TBD	(586) 295-7131
*	Trevor and Stephanie Stange	TBD	TBD	Michigan	TBD	(517) 599-1877

*	Heather Hendriksen and Thomas Wedeven	TBD	TBD	Michigan	TBD	(616) 217-6264
	John-Paul Calka and Adam Kettlewell	718 Munson Avenue, Suite B	Traverse City	Michigan	49686	(231) 938-6050
	Adam Kettlewell and John-Paul Calka	3664 N US-31 S	Traverse City	Michigan	49684	(231) 252-0335
	Hani Halloun	1735 E Big Beaver Road Suite D	Troy	Michigan	48083	(248) 422-6966
	Hani Halloun	4400 Lake Michigan Drive NE	Walker	Michigan	49534	(616) 735-4119
*	Paul Dudgeon and Ian Findlay	5353 E 12 Mile Road	Warren	Michigan	48092	(586) 806-5888
*	Paul Dudgeon	25141 Hoover Road	Warren	Michigan	48089	(586) 544-4110
*	Paul Dudgeon	57290 Van Dyke	Washington Township	Michigan	48094	(586) 207-1070
	Margaret Turner, Marshall Dodson, and Fred Minturn	5385 Highland Rd, Suite 100	Waterford	Michigan	48327	(248) 599-9572
	Walter Bender	35131 E Michigan Avenue	Wayne	Michigan	48184	(734) 895-6387
	Avinash Kotian and Prakash Tamhaney	7354 Haggerty Road	West Bloomfield	Michigan	48322	(248) 788-3500
*	Heather Hendriksen and Thomas Wedeven	TBD	West Michigan	Michigan	TBD	(616) 217-6264
*	Heather Hendriksen and Thomas Wedeven	TBD	West Michigan	Michigan	TBD	(616) 217-6264
*	Salem Najjar	35599 Warren Road	Westland	Michigan	48185	(734) 351-5986
	Margaret Turner, Marshall Dodson, and Fred Minturn	340 Town Center Boulevard, #1	White Lake	Michigan	48386	(248) 779-7925
	Paul Goldman	23112 Allen Road	Wood Haven	Michigan	48183	(734) 561-3480
	Hani Halloun	1266-A 28 th St SW	Wyoming	Michigan	49509	(616) 222-4145
*	Hiteshkumar and Nirav Patel, and Jay Punukollu	TBD	Apple Valley	Minnesota	TBD	(312) 532-8034
*	Hiteshkumar and Nirav Patel, and Jay Punukollu	TBD	Arden Hills	Minnesota	TBD	(312) 532-8034

*	Hiteshkumar and Nirav Patel, and Jay Punukollu	TBD	Blaine	Minnesota	TBD	(312) 532-8034
*	Hiteshkumar and Nirav Patel, and Jay Punukollu	TBD	Bloomington	Minnesota	TBD	(312) 532-8034
*	Hiteshkumar and Nirav Patel, and Jay Punukollu	TBD	Brooklyn Park	Minnesota	TBD	(312) 532-8034
*	Benjamin Pias	TBD	Burnsville	Minnesota	TBD	(515) 979-4246
*	Hiteshkumar and Nirav Patel, and Jay Punukollu	TBD	Coon Rapids	Minnesota	TBD	(312) 532-8034
*	Ray and Katrina Buckner, and Brian Porter	TBD	Cottage Grove	Minnesota	TBD	(662) 574-5502
*	Hiteshkumar and Nirav Patel, and Jay Punukollu	TBD	Eagan	Minnesota	TBD	(312) 532-8034
*	Hiteshkumar and Nirav Patel, and Jay Punukollu	TBD	Eagan	Minnesota	TBD	(312) 532-8034
	Frankie and Traci Pretzel	TBD	Eden Prairie	Minnesota	TBD	(815) 405-9054
	Frankie and Traci Pretzel	TBD	Edina	Minnesota	TBD	(815) 405-9054
*	Benjamin Pias	17685 Kenwood Trail	Lakeville	Minnesota	55044	(507) 318-4510
	Frankie and Traci Pretzel	TBD	Maple Grove	Minnesota	TBD	(815) 405-9054
*	Hiteshkumar and Nirav Patel, and Jay Punukollu	TBD	Minneapolis	Minnesota	TBD	(312) 532-8034
	Frankie and Traci Pretzel	TBD	Minnetonka	Minnesota	TBD	(815) 405-9054
	Frankie and Traci Pretzel	TBD	Minnetonka	Minnesota	TBD	(815) 405-9054
	Frankie and Traci Pretzel	TBD	New Hope	Minnesota	TBD	(815) 405-9054
	Frankie and Traci Pretzel	TBD	Plymouth	Minnesota	TBD	(815) 405-9054
	Ankit Patel	8330 Egan Drive	Savage	Minnesota	55378	(952) 226-1633
	Frankie and Traci Pretzel	TBD	St. Louis Park	Minnesota	TBD	(815) 405-9054
*	Hiteshkumar and Nirav Patel, and Jay Punukollu	TBD	St. Paul	Minnesota	TBD	(312) 532-8034
*	Ray and Katrina Buckner, and Brian Porter	TBD	Stillwater	Minnesota	TBD	(662) 574-5502

*	Ray and Katrina Buckner, and Brian Porter	TBD	Woodbury	Minnesota	TBD	(662) 574-5502
*	Stacy, Robert and Mary Schmidt	TBD	Biloxi	Mississippi	TBD	(501) 362-4160
*	Stacy, Robert and Mary Schmidt	2155 Mississippi Highway 18, Suite A	Brandon	Mississippi	39042	(601) 524-3465
	Coby Smith and Lance Newman	981 Brookway Boulevard	Brookhaven	Mississippi	39601	(601) 990-2508
*	Stacy, Robert and Mary Schmidt	TBD	Columbus	Mississippi	TBD	(501) 362-4160
	Staci and Ronald Simmons	372 Ridge Way	Flowood	Mississippi	39232	(769) 524-4503
*	Stacy, Robert and Mary Schmidt	TBD	Greenwood	Mississippi	TBD	(501) 362-4160
*	Stacy, Robert and Mary Schmidt	TBD	Greenwood	Mississippi	TBD	(501) 362-4160
*	Stacy, Robert and Mary Schmidt	TBD	Gulfport	Mississippi	TBD	(501) 362-4160
*	Stacy, Robert and Mary Schmidt	3205 Hardy Street, Suite 20	Hattiesburg	Mississippi	39401	(601) 336-8172
*	Stacy, Robert and Mary Schmidt	TBD	Hattiesburg	Mississippi	TBD	(501) 362-4160
*	Stacy, Robert and Mary Schmidt	TBD	Hattiesburg	Mississippi	TBD	(501) 362-4160
*	Stacy, Robert and Mary Schmidt	TBD	Jackson	Mississippi	TBD	(501) 362-4160
*	Stacy, Robert and Mary Schmidt	TBD	Jackson	Mississippi	TBD	(501) 362-4160
	Staci and Ronald Simmons	1089 Highway 51 Suite 100	Madison	Mississippi	39110	(769) 567-1398
*	Stacy, Robert and Mary Schmidt	300 North Frontage Road	Meridian	Mississippi	39301	(601) 571-9300
*	Stacy, Robert and Mary Schmidt	TBD	Meridian	Mississippi	TBD	(501) 362-4160
*	Stacy, Robert and Mary Schmidt	TBD	Meridian	Mississippi	TBD	(501) 362-4160
	Lisa Murray	7164 Hacks Cross Road	Olive Branch	Mississippi	38654	(662) 890-5060
*	Stacy, Robert and Mary Schmidt	1801 West Jackson Avenue	Oxford	Mississippi	38655	(662) 380-5253
	Kavi and Nehal Khambhati, and Jagdish and Sanjan Barot	238 S Pearson Road	Pearl	Mississippi	39208	(601) 664-2100
	Jigna Patel	795 Goodman Road	Southaven	Mississippi	38671	(662) 536-6022

*	Stacy, Robert and Mary Schmidt	504 Highway 90 Suite A	Waveland	Mississippi	39576	(228) 299-0020
	Mamtaben and Bhupendra Patel	706 NW 7 Hwy Suite D	Blue Springs	Missouri	64014	(816) 815-2246
	Aaron Toutloian	486 Branson Landing Boulevard Suite 201	Branson	Missouri	65616	(417) 336-0220
*	Glen Johnson and Nick Crouch	3332 Campster Drive	Cape Girardeau	Missouri	63701	(573) 370-7990
	Roger and Patricia Sacry	2401 Fairlawn	Carthage	Missouri	64836	(417) 313-8179
*	Zygmin Patel	1704 Chesterfield Airport Road, Suite 110	Chesterfield	Missouri	63005	(636) 812-2084
*	Zygmin Patel	TBD	Chesterfield	Missouri	TBD	(636) 734-9846
	Vijaya Vanukuru	159 Carondelet Plaza	Clayton	Missouri	63105	(314) 696-2211
	Aaron Toutloian	403 North Stadium Boulevard Suite 102	Columbia	Missouri	65203	(573) 445-5115
	Aaron Toutloian	2609 East Broadway #200	Columbia	Missouri	65201	(573) 355-5875
*	Maulik and Chhaya Patel	727 North New Ballas Road	Creve Coeur	Missouri	63141	(314) 293-6585
	Manojkumar Patel	339 Clarkson Road	Ellisville	Missouri	63011	(636) 246-5850
*	Glen Johnson and Nick Crouch	TBD	Grandview	Missouri	TBD	(501) 442-0089
	Aaron Toutloian	31 Melgrove Lane	Hannibal	Missouri	63401	(573) 719-3204
	Robert and Lori Good	3102 East 7 th Street	Joplin	Missouri	64801	(417) 717-1590
	Robert and Lori Good	3025 South Main Street Suite B	Joplin	Missouri	64804	(417) 553-0319
	Robert and Lori Good	TBD	Joplin	Missouri	TBD	(417) 291-5419

	Rohit, Rakesh, and Nirav Patel	8634 Northeast 85 th Street	Kansas City	Missouri	64157	(816) 430-4030
	Rohit Patel	TBD	Kansas City	Missouri	TBD	(405) 210-2195
	Wenjie (Ivan) Qiu	6320 North Chatham Avenue	Kansas City	Missouri	64151	(816) 503-6461
	Matthew Geehan	203 Northeast Englewood Road Suite H	Kansas City	Missouri	64118	(816) 216-7185
	Nikki Vogel	1360 Walnut Street	Kansas City	Missouri	64116	(816) 427-6210
*	Dharmishtha Patel	TBD	Lake St. Louis	Missouri	TBD	(314) 504-3870
	Mamtaben and Bhupendra Patel	910B NW Blue Parkway	Lee Summit	Missouri	64086	(816) 246-2900
	Nikki Vogel	119 Armour Road	North Kansas City	Missouri	64116	(816) 427-2080
	Dharmishtha Patel and Dhanesh Surti	2500 State Highway K	O'Fallon	Missouri	63368	(636) 294-5582
*	Dharmishtha Patel	TBD	O'Fallon	Missouri	TBD	(314) 504-3870
	Matthew Mawdsley	1721 S. 20 th Street Suite 109	Ozark	Missouri	65721	(417) 485-8030
*	Glen Johnson and Nick Crouch	TBD	Poplar Bluff	Missouri	TBD	(501) 442-0089
*	Glen Johnson and Nick Crouch	TBD	Raytown	Missouri	TBD	(501) 442-0089
*	Matthew Mawdsley	315 East US Highway 60	Republic	Missouri	65738	(417) 647-5035
*	Yogesh and Rutvik Patel, and Nilesh Gangar	TBD	Richmond Heights	Missouri	TBD	(615) 545-2389
*	Glen Johnson and Nick Crouch	TBD	Sedalia	Missouri	TBD	(501) 442-0089
*	Yogesh and Rutvik Patel, and Nilesh Gangar	TBD	South Kirkwood	Missouri	TBD	(615) 545-2389
	Matthew Mawdsley	3811 S. Campbell Ave., Suite A	Springfield	Missouri	65807	(417) 887-6600
	Matthew Mawdsley	3645 East Sunshine Street	Springfield	Missouri	65809	(417) 719-4486

	Timothy O'Reilly	3080 N. Kentwood Ave	Springfield	Missouri	65803	(417) 833-2108
	Matthew Mawdsley	1971 E. Independence	Springfield	Missouri	65804	(417) 350-1273
*	Matthew Mawdsley	TBD	Springfield	Missouri	TBD	(417) 350-8576
*	Zygmin Patel	TBD	St. Charles	Missouri	TBD	(636) 734-9846
	Rohit, Rakesh, and Nirav Patel	5101 N Belt Highway, Suite B	St. Joseph	Missouri	64506	(816) 396-6979
*	Matthew Mawdsley	TBD	St. Louis	Missouri	TBD	(417) 350-8576
*	Aaron Toutloian and Amber Schraier	9948 Kennerly Road	St. Louis	Missouri	63128	(314) 270-3538
*	Aaron Toutloian and Amber Schraier	TBD	St. Louis	Missouri	TBD	(618) 406-5596
*	Aaron Toutloian and Amber Schraier	TBD	St. Louis	Missouri	TBD	(618) 406-5596
*	Maulik and Chhaya Patel	TBD	St. Louis	Missouri	TBD	(314) 479-1947
*	Maulik and Chhaya Patel	TBD	St. Louis	Missouri	TBD	(314) 479-1947
*	Yogesh and Rutvik Patel, and Nilesh Gangar	TBD	St. Louis	Missouri	TBD	(615) 545-2389
*	Glen Johnson and Nick Crouch	TBD	Warrensburg	Missouri	TBD	(501) 442-0089
	Robert and Lori Good	501 South Madison St, Suite K	Webb City	Missouri	64870	(417) 717-0428
*	Trevor, Lynsay and Cody Luchsinger	2280 33 rd Avenue Suite 100	Columbus	Nebraska	68601	(531) 230-1568
	Shawn Williams	10215 South 168 th Ave, Suite 207	Omaha	Nebraska	68136	(402) 504-9111
*	Trevor, Lynsay and Cody Luchsinger	TBD	Omaha	Nebraska	TBD	(402) 910-0870
	Trevor, Lynsay and Cody Luchsinger	TBD	Omaha	Nebraska	TBD	(402) 910-0870
	Kaye Wentz	7902 Towne Center Parkway #109	Papillion	Nebraska	68046	(402) 614-9050
	Eric Persson	76 West Horizon Ridge Parkway, Suite 120	Henderson	Nevada	89015	(702) 992-0570
	Eric Persson	3578 St. Rose Parkway Trail, Suite 100	Henderson	Nevada	89052	(720) 463-8303
	Eric Persson	621 Stephanie Street	Henderson	Nevada	89014	(702) 463-5599

Eric Persson	745 South Green Valley Parkway Suite #100	Henderson	Nevada	89052	(702) 565-0112
Eric Persson	10260 Charleston Boulevard	Las Vegas	Nevada	89135	(702) 869-0603
Eric Persson	4990 West Flamingo Road	Las Vegas	Nevada	89103	(702) 873-7289
Eric Persson	9882 S Maryland Parkway Suite 100	Las Vegas	Nevada	89183	(702) 463-8524
Eric Persson	7291 South Eastern Avenue Suite 1K	Las Vegas	Nevada	89119	(702) 450-1931
Eric Persson	3390 Novat Street #110	Las Vegas	Nevada	89128	(702) 531-1931
Eric Persson	10670 Southern Highlands Parkway #100	Las Vegas	Nevada	89141	(702) 361-5000
Eric Persson	7375 South Durango Drive #107	Las Vegas	Nevada	89113	(702) 262-5515
Ramesh Piplani and Bharti Sharma	6350 West Charleston Boulevard, Suite 130	Las Vegas	Nevada	89146	(702) 304-1931
Cody Sommer	7660 West Cheyenne Avenue Suite 121	Las Vegas	Nevada	89129	(702) 365-1931
Eric Persson	7580 South Las Vegas Boulevard, Suite 100	Las Vegas	Nevada	89123	(702) 257-1931
Eric Persson	6555 South Jones Boulevard #110	Las Vegas	Nevada	89118	(702) 247-6208
Eric Persson	9773 West Flamingo Road Suite 100	Las Vegas	Nevada	89147	(702) 242-1931
Eric Persson	4262 Blue Diamond Road #103	Las Vegas	Nevada	89139	(702) 629-3692
Cody Sommer	8426 Farm Road Suite 150	Las Vegas	Nevada	89131	(702) 818-4228

	Eric Persson	3595 East Bonanza Road Suite 110	Las Vegas	Nevada	89110	(702) 550-4911
*	Cody Sommer	4503 Paradise Road #310	Las Vegas	Nevada	89169	(725) 251-6551
*	Cody Sommer	9630 W Skye Canyon Park Drive, Suite 190	Las Vegas	Nevada	89166	(702) 798-0021
*	Zarko Stojanovski, Magdalena Iankova, and Mark Lukachko	TBD	Las Vegas	Nevada	TBD	(702) 524-6524
*	Zarko Stojanovski, Magdalena Iankova, and Mark Lukachko	TBD	Las Vegas	Nevada	TBD	(702) 524-6524
	Eric Persson	6360 Simmons Street, Suite 105	North Las Vegas	Nevada	89031	(702) 202-6625
	Eric Persson	445 West Craig Road Suite 103	North Las Vegas	Nevada	89032	(702) 489-8000
	Jeffrey Burnham and Kathryn Miller	240 Loudon Road	Concord	New Hampshire	3301	(603) 333-2138
*	Glen and Christopher Baker	TBD	Derry	New Hampshire	TBD	(603) 627-5642
	Tiffany and Pete George	TBD	Dover	New Hampshire	TBD	(603) 767-6466
*	Glen and Christopher Baker	461 West Street	Keene	New Hampshire	3431	(603) 757-5959
*	Glen and Christopher Baker	655 South Willow Street	Manchester	New Hampshire	3103	(603) 600-5675
*	Glen and Christopher Baker	TBD	Nashua	New Hampshire	TBD	(603) 627-5642
	Pete and Tiffany George	1600 Woodbury Avenue	Portsmouth	New Hampshire	3801	(603) 373-8478
	Pete and Tiffany George	127 Market Place Blvd	Rochester	New Hampshire	3867	(603) 509-3000
*	Glen and Christopher Baker	TBD	Salem	New Hampshire	TBD	(603) 627-5642
*	Glen and Christopher Baker	120 Laconia Rd, Suite 102	Tilton	New Hampshire	3276	(603) 802-5872
*	Glen and Christopher Baker	254 North Plainfield Road, Unit 2	West Lebanon	New Hampshire	3784	(603) 441-7470
*	Al Saverino	TBD	Basking Ridge	New Jersey	TBD	(908) 268-4267
*	Daniel Murray and Lawrence Lauer	TBD	Bergen County	New Jersey	TBD	(213) 280-9045
*	Daniel Murray and Lawrence Lauer	TBD	Bergen County	New Jersey	TBD	(213) 280-9045

*	Daniel Murray and Lawrence Lauer	TBD	Bergen County	New Jersey	TBD	(213) 280-9045
*	Manthan Dharia	TBD	Branchburg	New Jersey	TBD	(732) 689-0063
*	Kent Speedy	990 Cedarbridge Avenue Space B09	Brick	New Jersey	8723	(848) 289-8730
*	Al Saverino	TBD	Bridgewater	New Jersey	TBD	(908) 268-4267
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel, Harsh Amin and Amit Shah	TBD	Cherry Hill	New Jersey	TBD	(302) 598-8965
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel, Harsh Amin and Amit Shah	TBD	Cherry Hill	New Jersey	TBD	(302) 598-8965
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel, Harsh Amin and Amit Shah	TBD	Cherry Hill	New Jersey	TBD	(302) 598-8965
*	Hiren Patel	TBD	Clifton	New Jersey	TBD	(973) 342-1421
*	Marc Camp and Brian Driber	3130 Route 10, Unit 6B	Denville	New Jersey	7834	(908) 291-5461
*	Auvni Patel and Ilene B. Pardon	TBD	East Brunswick	New Jersey	TBD	(732) 692-3498
	Auvni Patel and Ilene B. Pardon	TBD	East Brunswick	New Jersey	TBD	(732) 692-3498
*	Naimish Patel	TBD	East Windsor	New Jersey	TBD	(732) 983-8976
	Amit Sehgal	TBD	Edison	New Jersey	TBD	(631) 574-7700
*	Chintan and Varun Patel, and Parth and Jaymin Amin	TBD	Edison	New Jersey	TBD	(609) 937-2646
*	Vimit Patel	TBD	Egg Harbor Township	New Jersey	TBD	(609) 742-3067
*	Hiren Patel	TBD	Englewood	New Jersey	TBD	(973) 342-1421
*	Hiren Patel	84 US Highway 9	Englishtown	New Jersey	7726	(908) 624-8560
*	Naimish Patel	TBD	Ewing Township	New Jersey	TBD	(732) 983-8976
*	Al Saverino	TBD	Flemington	New Jersey	TBD	(908) 268-4267
*	Al Saverino	TBD	Flemington	New Jersey	TBD	(908) 268-4267

*	Fernando and Ji-Youn Sousa	3317 Route 9	Freehold	New Jersey	7728	(732) 377-2454
	Whitney and Steven Dawes, and James and Kelly McCaffrey	785 A North Delsea Drive	Glassboro	New Jersey	8028	(856) 553-6626
*	Hiren Patel	500 South River Street Suite 9	Hackensack	New Jersey	7601	(201) 546-1431
	Satyen Shah, Hiren Patel, Setu Kalaria, and Kormal Kalariya	2222 Route 33 Store G	Hamilton	New Jersey	8690	(609) 981-7012
*	Naimish Patel	TBD	Howell	New Jersey	TBD	(732) 983-8976
	Jay Sorathiya	TBD	Jersey City	New Jersey	TBD	(551) 580-9234
	Anu Maheshwari and Jignesh Amin	TBD	Jersey Park	New Jersey	TBD	(551) 208-4344
*	Hemanta Thakur, and Rahul and Vineeta Singh	TBD	Kearney	New Jersey	TBD	(703) 862-5677
	Ashwinee Kumar and Neelam Singh	840 West Edgar Road, Unit D	Linden	New Jersey	7036	(908) 291-5190
	Christoph and Wendy Strutt	280 Eisenhower Parkway	Livingston	New Jersey	7039	(973) 486-6231
	David Brown and David Rich	TBD	Manalapan	New Jersey	TBD	(732) 682-6824
*	Fernando and Ji-Youn Sousa	TBD	Manalapan Township	New Jersey	TBD	(316) 789-5985
*	Vimit Patel	TBD	Mays Landing	New Jersey	TBD	(609) 742-3067
*	Hiren Patel	TBD	Montclair	New Jersey	TBD	(973) 342-1421
	Christoph and Wendy Strutt	191 East Hanover Ave, B5	Morristown	New Jersey	7960	(973) 944-2812
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel, Harsh Amin and Amit Shah	3115 Route 38, Suite C	Mount Laurel	New Jersey	8054	(856) 633-6048
	Rahul and Vineeta Singh	88 Easton Avenue	New Brunswick	New Jersey	8901	(908) 364-8340
	Gregory Sutton	1271 Springfield Avenue	New Providence	New Jersey	7974	(908) 574-3330
*	Hemanta Thakur, and Rahul and Vineeta Singh	102 Halsey Street	Newark	New Jersey	7102	(862) 366-1050

	Jay Sorathiya	TBD	North Bergen	New Jersey	TBD	(551) 580-9234
	Jay Sorathiya	TBD	North Bergen	New Jersey	TBD	(551) 580-9234
	Jatin Patel	560 Milltown Road, Suite 10	North Brunswick Township	New Jersey	8902	(908) 364-8470
*	Fernando and Ji-Youn Sousa	2315 New Jersey 66	Ocean	New Jersey	7712	(908) 624-3880
*	Chintan and Varun Patel, and Parth and Jaymin Amin	TBD	Old Bridge	New Jersey	TBD	(609) 937-2646
*	Prashant and Jay Parikh, and Nirdesh Desai	804 US 46 Unit 4	Parsippany	New Jersey	7054	(908) 643-6815
*	Girish and Nitin Patel	TBD	Phillisburg	New Jersey	TBD	(908) 217-3173
*	Daniel Murray and Lawrence Lauer	490 Route 23 North, Unit B4	Pompton Plains	New Jersey	7444	(201) 787-8236
	Kaushik Joshi and Guniyal Pandit	645 Nassau Park Boulevard	Princeton	New Jersey	8540	(609) 454-5269
*	Auvni Patel and Ilene B. Pardon	TBD	Princeton	New Jersey	TBD	(732) 692-3498
*	Manthan Dharja	301 North Harrison Street, Suite 435	Princeton	New Jersey	8540	(908) 364-8550
*	Ilene Pardon and Auvni N. Patel	19 Interstate Shopping Plaza Space 8	Ramsey	New Jersey	7446	(551) 348-3161
*	Marc Camp and Brian Driber	TBD	Roxbury	New Jersey	TBD	(973) 476-3136
*	Hiren Patel	TBD	Rutherford	New Jersey	TBD	(973) 342-1421
	James McCaffrey	521A Berlin-Cross Keys Road	Sicklerville	New Jersey	8081	(856) 259-2936
*	Chintan and Varun Patel, and Parth and Jaymin Amin	TBD	Somerset	New Jersey	TBD	(609) 937-2646
	Kent Speedy	TBD	Stafford Township	New Jersey	TBD	(732) 278-9684
*	Kent Speedy	1358 Hooper Avenue	Toms River	New Jersey	8753	(732) 678-1516
*	Manthan Dharja	TBD	Union	New Jersey	TBD	(732) 689-0063
	Christoph and Wendy Strutt, and Michael “Mike” McGrath	TBD	Wall Township	New Jersey	TBD	(973) 418-6421

*	Chintan and Varun Patel, and Parth and Jaymin Amin	6 Mount Bethel Road	Warren	New Jersey	7059	(908) 291-5450
	Amit and Bhavin Kothari	1644 Route 22	Watchung	New Jersey	7069	(908) 222-4095
*	Hiren Patel	TBD	West Caldwell	New Jersey	TBD	(973) 342-1421
	Biren, Ashish and Ashish Patel	321 Route 15 Unit 9	Wharton	New Jersey	7885	(908) 505-3540
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel, Harsh Amin and Amit Shah	4380 Route 130, Suite B, , NJ	Willingboro	New Jersey	8046	(908) 650-6260
*	Al Saverino	TBD	Woodbridge	New Jersey	TBD	(908) 268-4267
*	Ilene Pardon and Auvni N. Patel	319 Franklin Avenue Suite 108	Wyckoff	New Jersey	7481	(551) 346-8838
*	Prashant and Jay Parikh, and Nirdesh Desai	TBD	Wyckoff	New Jersey	TBD	(862) 216-8092
	Jacob and Nathan Miller	9935 Coors Boulevard Bypass NW Suite D	Albuquerque	New Mexico	87114	(505) 899-2233
*	Jacob and Nathan Miller	6400 Holly Avenue Suite D	Albuquerque	New Mexico	87113	(000) 000-0000
*	Jacob and Nathan Miller	3715 Las Estancias Way SW Suite 109	Albuquerque	New Mexico	87121	(505) 312-7248
*	Jacob and Nathan Miller	TBD	Albuquerque	New Mexico	TBD	(970) 739-4122
*	Jacob and Nathan Miller	TBD	Albuquerque	New Mexico	TBD	(970) 739-4122
	Hilda Ada	TBD	Bernalillo	New Mexico	TBD	(505) 310-9864
	Kaleb and Paula Warnock	TBD	Las Cruces	New Mexico	TBD	(915) 630-0524
*	James Breidenstein	3030 Niagara Falls Boulevard	Amherst	New York	14228	(716) 395-1055
	Dylan and Jonathan Perlman	31-49 Steinway Street	Astoria	New York	11103	(347) 649-1920
	Saumil Dalal, Swati Ghandi, and Disha and Rushil Patel	8363 Lewiston Road	Batavia	New York	14020	(585) 286-1757
	Thomas Diamond	567-B East Main Street	Bay Shore	New York	11706	(631) 969-5636

	Dylan and Jonathan Perlman	41-19 Bell Boulevard	Bayside	New York	11361	(347) 502-7033
*	Swati Gandhi, Saumil Dalal, and Disha Patel	TBD	Binghamton	New York	TBD	(585) 662-9229
*	James Breidenstein	3670 South McKinley Parkway	Blasdell	New York	14219	(716) 248-1506
*	Andrew Green	TBD	Brooklyn	New York	TBD	(917) 941-7070
*	Dylan and Jonathan Perlman	8719 Avenue D, Unit G1	Brooklyn	New York	11236	(845) 593-5604
*	James Breidenstein	2236 Delaware Avenue Suite 150	Buffalo	New York	14216	(716) 551-0055
	James Breidenstein	3476 Main Street Suite 200	Buffalo	New York	14214	(716) 452-1380
*	Mark and Rick Bartlett, and Roger Wagner	5308 West Genesee Street	Camillus	New York	13031	(646) 337-2691
*	Yadwinder Singh	TBD	Canandaigua	New York	TBD	(201) 873-6305
	Suqing Zhang, Shuai Sun, and Na Lu	55 Old Country Road	Carle Place	New York	11514	(516) 414-0989
	Christopher and Karen Bonanno	137 Centereach Mall	Centereach	New York	11720	(631) 981-8767
*	Mark and Rick Bartlett, and Roger Wagner	7987 Brewerton Rd	Cicero	New York	13039	(315) 288-4551
	Haribhai and Meet Patel	18 Jericho Turnpike	Commack	New York	11725	(631) 923-2929
	Laura Jankowski and Marco Dalessandro	1936 Deer Park Avenue	Deer Park	New York	11729	(631) 940-9038
	James Breidenstein	4900 Transit Road	Depew	New York	14043	(716) 671-8008
*	Mark and Rick Bartlett, and Roger Wagner	5761 Celi Drive	Dewitt	New York	13507	(315) 618-8120
	Laura and Walter Jankowski	1938 Hempstead Turnpike	East Meadow	New York	11554	(516) 802-4144
	Laura Jankowski and Marco Dalessandro	532 Larkfield Road	East Northport	New York	11731	(631) 486-4455
	Dylan and Jonathan Perlman	228 Airport Plaza Boulevard	Farmingdale	New York	11735	(631) 500-9559
*	Laura Jankowski	100 Village Square Suite 140	Glen Cove	New York	11542	(516) 893-1703

*	Andrew Green	259-15A Union Turnpike	Glen Oaks	New York	11004	(929) 380-5692
*	Karan Singh and Andy Panwar	TBD	Great Neck Plaza	New York	TBD	(917) 816-7329
*	Swati Gandhi, Saumil Dalal, and Disha Patel	100 Greece Ridge Center Drive	Greece	New York	14626	(585) 540-4180
*	Karan Singh and Andy Panwar	32B Glen Cove Road	Greenvale	New York	11548	(516) 904-4721
*	Christopher and Karen Bonanno	32 East Montauk Highway	Hampton Bays	New York	11946	(631) 728-6627
*	Christopher and Karen Bonanno	TBD	Hampton Bays	New York	TBD	(631) 838-6559
	Andrew Green	428 Wheeler Road	Hauppauge	New York	11788	(631) 761-6744
	Na Lu and Aiju Yin	1326 Broadway	Hewlett	New York	11557	(516) 806-2578
	Christopher Julian	285 South Broadway Unit 9	Hicksville	New York	11801	(516) 827-1234
	Rajul Shah	61 Wall Street	Huntington Village	New York	11743	(631) 424-8767
*	Mark and Rick Bartlett, and Roger Wagner	1405 East Ridge Road	Irondequoit	New York	14621	(585) 270-8744
*	Karan Singh and Andy Panwar	TBD	Island Park	New York	TBD	(917) 816-7329
*	Yadwinder Singh	TBD	Island Park	New York	TBD	(201) 873-6305
*	Swati Gandhi, Saumil Dalal, and Disha Patel	TBD	Ithaca	New York	TBD	(585) 662-9229
*	Andrew Green	147-40 Archer Avenue, Unit 4	Jamaica	New York	11435	(929) 380-5692
*	Laura Jankowski and Marco Dalessandro	127 Alexander Ave.	Lake Grove	New York	11755	(631) 533-0374
	Min Joong Kim	3519B Hempstead Turnpike	Levittown	New York	11756	(516) 731-0399
	Dylan and Jonathan Perlman	27 E Sunrise Highway	Lindenhurst	New York	11757	(631) 412-3037
*	Laura Jankowski	TBD	Long Island	New York	TBD	(631) 807-8358
*	Laura Jankowski	TBD	Long Island	New York	TBD	(631) 807-8358
*	Laura Jankowski	TBD	Long Island	New York	TBD	(631) 807-8358
	Dylan and Jonathan Perlman	4946 Merrick Road	Massapequa	New York	11762	(516) 308-7430

*	Laura Jankowski	498 Walt Whitman Road	Melville	New York	11747	(631) 228-8246
	Laura Jankowski	2014 Merrick Road	Merrick	New York	11566	(516) 632-9710
	Dylan and Jonathan Perlman	3141 E Main St, Suite 28	Mohegan Lake	New York	10547	(914) 603-3307
*	Mark and Rick Bartlett, and Roger Wagner	4797 Commercial Drive Suite 100	New Hartford	New York	13413	(315) 922-7609
*	Mark and Rick Bartlett, and Roger Wagner	TBD	New Hartford	New York	TBD	(315) 463-7181
	Kushal Patel and Ashish Marchawala	2339 Jericho Turnpike	New Hyde Park	New York	11040	(516) 280-2026
	Laura Jankowski and Marco Dalessandro	TBD	New York	New York	TBD	(631) 807-8358
*	James Breidenstein	TBD	Niagra Falls	New York	TBD	(716) 395-1055
	Susanne Wanser and Tiffany Wirth	499-83 Sunrise Highway	Patchogue	New York	11772	(631) 569-4020
	Laura Jankowski and Marco Dalessandro	5120 Nesconset Highway	Port Jefferson Station	New York	11776	(631) 509-5800
	Sanjay Sehgal	11 Old Shore Road	Port Washington	New York	11050	(516) 441-5150
*	Karan Singh and Andy Panwar	TBD	Queens	New York	TBD	(917) 816-7329
*	Karan Singh and Andy Panwar	TBD	Queens	New York	TBD	(917) 816-7329
*	Andrew Green	TBD	Rego Park	New York	TBD	(917) 941-7070
*	Laura Jankowski	1080 Country Road	Riverhead	New York	11901	(631) 203-6800
	Swati Gandhi, Saumil Dalal, and Disha Patel	100 Marketplace Drive, Suite 110	Rochester	New York	14623	(585) 612-3333
	Christopher and Karen Bonanno	217 North Country Road	Rocky Point	New York	11778	(631) 209-1875
	Haribhai and Meet Patel	267 Middle Country Road	Selden	New York	11784	(631) 696-4780
*	Laura Jankowski	999 Montauk Hwy, Unit 25	Shirley	New York	11967	(631) 657-7944

	Christopher and Karen Bonanno	32 East Main Street	Smithtown	New York	11787	(631) 656-9555
	Frank Mirabella	1650 Richmond Avenue	Staten Island	New York	10314	(718) 524-4006
	Ammar Saleh	1407 Forest Avenue	Staten Island	New York	10302	(315) 400-3300
*	Frank Mirabella	2656 Hylan Blvd Suite 170	Staten Island	New York	10306	(718) 667-1266
*	Frank Mirabella	7001 Amboy Road	Staten Island	New York	10307	(718) 227-2337
	Kushal Patel and Ashish Marchawala	39-11 Queens Boulevard	Sunnyside	New York	11104	(347) 679-8940
*	James Breidenstein	3611 Delaware Ave, Suite 200	Tonawanda	New York	14223	(716) 248-1212
*	Andrew Green	215 West Merrick Road	Valley Stream	New York	11580	(516) 904-4830
	Ronald, Albert, and Mary Alice Panek	165 Cobblestone Court Drive	Victor	New York	14564	(585) 678-9520
	Mark and Rick Bartlett, and Roger Wagner	TBD	Watertown	New York	TBD	(315) 463-7181
*	Mark and Rick Bartlett, and Roger Wagner	927 Holt Road	Webster	New York	14580	(585) 872-1975
	Andrew Green	474 Hempstead Turnpike Unit 6A	West Hempstead	New York	11552	(516) 427-5109
*	Andrew Green	TBD	West Hempstead	New York	TBD	(917) 941-7070
*	Andrew Green	TBD	West Hempstead	New York	TBD	(917) 941-7070
*	Laura Jankowski	494 Union Boulevard	West Islip	New York	11795	(631) 314-4942
	James Breidenstein	8100 Transit Road, Suite 200	Williamsville	New York	14221	(716) 428-3981
*	James Breidenstein	TBD	Williamsville	New York	TBD	(716) 395-1055
*	Laura Jankowski	509 Boulevard East	Yaphank	New York	11980	(631) 448-7065
	James and Paula Bullock	1264 W. Williams Street	Apex	North Carolina	27502	(919) 355-2522

	Arvinbhai, Ghanshyam, and Rajendrakumar Patel, and Rohan and Mahesh Pandya	TBD	Archdale	North Carolina	TBD	(302) 545-9296
	Isaac, Isaiah and Jamila Roland	614 East Dixie Drive	Asheboro	North Carolina	27203	(336) 521-4185
*	James Kirby Jr.	1829 Hendersonville Road	Asheville	North Carolina	28803	(828) 575-9190
*	James Kirby Jr.	TBD	Asheville	North Carolina	TBD	(407) 516-5529
*	James Kirby Jr.	TBD	Asheville	North Carolina	TBD	(407) 516-5529
	Daksheshkumar, Soni Deep and Pravinkumar Patel	TBD	Belmont	North Carolina	TBD	(803) 470-8089
	Brandon and Deena Korman	143 Poole Road Unit B	Belville	North Carolina	28451	(910) 765-1144
	Mihir Desai and Krunal K. Patel	TBD	Boone	North Carolina	TBD	(757) 968-9011
	James and Paula Bullock	1595 Glidewell Drive, Suite 107	Burlington	North Carolina	27215	(336) 792-4118
	Felicia Banks	1546 Highway 87	Cameron	North Carolina	28326	(910) 568-0705
*	Rylan Miller	817 Bass Pro Lane	Cary	North Carolina	27513	(919) 378-9333
*	Rylan Miller	2028 Kildaire Farm Road	Cary	North Carolina	27511	(919) 977-9506
*	Rylan Miller	1385 Bradford View Drive	Cary	North Carolina	27519	(919) 378-9859
*	Rylan Miller	228 Crossroads Boulevard	Cary	North Carolina	27518	(919) 651-8379
*	James and Paula Bullock	400 West Franklin Street, Suite 130	Chapel Hill	North Carolina	27516	(919) 240-4452
	Everette Brown and Tenisha Patterson	601 S. Kings Drive Suite E 1	Charlotte	North Carolina	28204	(980) 237-4813
	Carl Brinkley III	5349 Ballantyne Commons Parkway Suite 400	Charlotte	North Carolina	28277	(704) 246-8993

	Nikitaben Patel	8948 JM Keynes Drive Suite 410	Charlotte	North Carolina	28262	(919) 651-8379
*	Twinkle and Pravinkumar Patel, and Dakshesh Soni	5815 Highland Shoppes Drive Suite 200	Charlotte	North Carolina	28269	(704) 626-6501
	Mark Rein	TBD	Charlotte	North Carolina	TBD	(919) 995-9803
	Amit Patel	11318 N. Community House Road	Charlotte	North Carolina	28277	(980) 207-3888
	Jigar Patel	TBD	Charlotte	North Carolina	TBD	(856) 305-6299
	Nikitaben Patel	2040 Freeman Park Drive, Suite 105	Charlotte	North Carolina	28273	(704) 595-3894
*	Hetalben Dave and Nensi Pandya	TBD	Charlotte	North Carolina	TBD	(757) 537-0781
*	Hetalben Dave and Nensi Pandya	TBD	Charlotte	North Carolina	TBD	(757) 537-0781
	Stacey Pugh	4015 Corning Place, Suite E1	Charlotte	North Carolina	28216	(704) 503-9222
	Stacey Pugh	TBD	Charlotte	North Carolina	TBD	(704) 962-8644
*	Miralkumar and Prashant Patel	TBD	Charlotte	North Carolina	TBD	(586) 745-3042
*	Pravinkumar Patel	TBD	Charlotte	North Carolina	TBD	(803) 974-0291
	Joseph Ruffin and Tiffany N. Hassell	TBD	Charlotte	North Carolina	TBD	(404) 643-2214
	Joseph Ruffin and Tiffany N. Hassell	TBD	Charlotte	North Carolina	TBD	(404) 643-2214
	Matthew Smith	TBD	Clemmons	North Carolina	TBD	(919) 247-5470
	Nikitaben Patel	1421 Concord Pkwy North, Suite 40	Concord	North Carolina	28025	(704) 787-9099
	Cristina Strasser	TBD	Concord	North Carolina	TBD	(704) 705-5058
	Nikitaben Patel	20130 West Catawba Avenue	Cornelius	North Carolina	28031	(704) 997-8735
	Carl Brinkley III	7266 North Carolina 73 Suite 103	Denver	North Carolina	28037	(704) 709-4271
*	Nilkumar and Nirjal Patel	TBD	Dunn	North Carolina	TBD	(610) 500-9837
	Howard Raphael	5311 South Miami Boulevard, Suite F	Durham	North Carolina	27703	(919) 474-2233

	Howard Raphael	20 Duke Medicine Circle	Durham	North Carolina	27710	(919) 613-3995
*	Howard Raphael	3405 Hillsborough Road, Suite 300	Durham	North Carolina	27705	(984) 280-2430
*	James and Paula Bullock	1125 North Carolina 54, Suite 806	Durham	North Carolina	27707	(984) 262-8970
	Paula and James Bullock	TBD	Durham	North Carolina	TBD	(919) 924-9879
*	Shaishav Patel and Manan Shah	3855 Conlon Way Ste. B	Elizabeth City	North Carolina	27909	(252) 331-5949
*	Shaishav Patel and Manan Shah	TBD	Elizabeth City	North Carolina	TBD	(267) 638-8444
	Arvinbhai, Ghanshyam, and Rajendrakumar Patel, and Rohan and Mahesh Pandya	TBD	Elkin	North Carolina	TBD	(302) 545-9296
	Gira Patel	150 Andrews Road Suite 7	Fayetteville	North Carolina	28311	(910) 630-1100
*	Gira Patel	3007 Town Center Drive Suite 130	Fayetteville	North Carolina	28306	(910) 425-1087
*	Gira Patel	1391 Walter Reed Road Suite 130	Fayetteville	North Carolina	28304	(910) 321-0196
*	Gira Patel	1946 Skibo Road, Suite B	Fayetteville	North Carolina	28314	(910) 867-1332
*	Gira Patel	8108 Cliffdale Road Suite 112	Fayetteville	North Carolina	28314	(910) 637-9210
	Paradies Lagardere @ AVL, LLC	Asheville Regional Airport 61 Terminal Drive	Fletcher	North Carolina	28732	(404) 924-0169

Rylan Miller	TBD	Forsyth and Guilford counties	North Carolina	TBD	(224) 730-1839
Rylan Miller	TBD	Forsyth and Guilford counties	North Carolina	TBD	(224) 730-1839
Rylan Miller	TBD	Forsyth and Guilford counties	North Carolina	TBD	(224) 730-1839
Rylan Miller	TBD	Forsyth and Guilford counties	North Carolina	TBD	(224) 730-1839
Rylan Miller	TBD	Forsyth and Guilford counties	North Carolina	TBD	(224) 730-1839
Rylan Miller	TBD	Forsyth and Guilford counties	North Carolina	TBD	(224) 730-1839
Zenna, Reginald, and Sierra Foster	2240 Reilly Road Building H-4512	Fort Bragg	North Carolina	28307	(910) 491-4233
Reginald Foster	5934 Ardennes Street	Fort Bragg	North Carolina	28307	(910) 491-6354
* James Laskaris, Stephen Attard, Tim Ioannides, and Karan Chawala	TBD	Franklin	North Carolina	TBD	(772) 260-7055
* Arne, Antonio and Brittany Morris	1071 E. Broad Street	Fuquay-Varina	North Carolina	27526	(919) 762-7507
James and Paula Bullock	1553 US Highway 70	Garner	North Carolina	27529	(919) 803-3040
James and Paula Bullock	15 Eagle Wing Way	Garner	North Carolina	27529	(919) 594-1798
* James and Paula Bullock	5131 North Carolina Highway 42, Suite 230	Garner	North Carolina	27529	(919) 900-7221
Pravinkumar, Deep and Daksheshkumar Patel	401 Cox Rd, Suite 142	Gastonia	North Carolina	28054	(704) 396-6904
Vandita Desai	501 North Berkeley Boulevard, Suite H	Goldsboro	North Carolina	27534	(919) 947-5175
Rylan Miller	2130-Q New Garden Road	Greensboro	North Carolina	27410	(336) 763-2367
* Rylan Miller	1201 West Gate City Boulevard, Suite 121	Greensboro	North Carolina	27403	(336) 763-4492
James and Paula Bullock	1218 Bridford Parkway	Greensboro	North Carolina	27407	(336) 793-4240

	Dana Norman	303-E Pisgah Church Road- , NC.,	Greensboro	North Carolina	27455	(919) 306-0998
	Devang Desai	2109 West Arlington Boulevard, Suite 100	Greenville	North Carolina	27834	(252) 215-2204
*	Devang Desai	TBD	Greenville	North Carolina	TBD	(919) 321-1057
*	Devang Desai	TBD	Greenville	North Carolina	TBD	(919) 321-1057
	Vimal, Dhruv, Pradhyuman and Vipul Patel	4493 School House Commons	Harrisburg	North Carolina	28075	(704) 456-7375
*	Monty Midgette	TBD	Henderson	North Carolina	TBD	(919) 673-6910
	Roshankumar Patel	TBD	Hendersonville	North Carolina	TBD	(847) 287-0201
	Pravinkumar Patel	2367 US Highway 70 Southeast	Hickory	North Carolina	28602	(828) 419-7491
*	Pravinkumar Patel	970 2 nd Street NE	Hickory	North Carolina	28601	(828) 521-0804
*	Rylan Miller	3860 John Gordon Lane High Point, NC 27262	High Point	North Carolina	27262	(336) 803-4643
	Rylan Miller	2511 North Main Street Suite 101	High Point	North Carolina	27262	(743) 219-1660
	Trupti Patel	TBD	Hillsborough	North Carolina	TBD	(703) 844-2100
	James and Paula Bullock	409 Village Walk Drive	Holly Springs	North Carolina	27540	(919) 586-7130
	Felicia Banks	5545 Corporation Drive	Hope Mills	North Carolina	28348	(910) 505-4580
	Pravinkumar Patel	14227 Boren Street, Unit 101	Huntersville	North Carolina	28078	(704) 992-8039
	Pravinkumar and Shaileshkumar Patel	TBD	Indian Trail	North Carolina	TBD	(803) 974-0291
*	Brandon and Deena Korman	TBD	Jacksonville	North Carolina	TBD	(516) 655-4010
*	Devang Desai	TBD	Kinston	North Carolina	TBD	(919) 321-1057
*	Arne, Antonio and Brittany Morris	210 Hinton Oaks Boulevard, Suite 210	Knightdale	North Carolina	27545	(919) 373-0070

	Sherita Blue and Keenon Barnard	TBD	Laurinburg	North Carolina	TBD	(843) 862-2211
	Kunal Parikh	1129 E Main Street	Lincolnton	North Carolina	28092	(980) 247-9900
*	Nilkumar and Nirjal Patel	TBD	Lumberton	North Carolina	TBD	(610) 500-9837
	Kanaiyalal and Chilka Patel	2309 Matthews Township Suite 102	Matthews	North Carolina	28105	(704) 841-1000
	Vikas and Bhumi Patel	2335 W. Roosevelt Blvd., Unit B	Monroe	North Carolina	28110	(704) 261-3150
	Carl Brinkley III	647 Brawley School Road, Suite 102	Mooresville	North Carolina	28117	(704) 696-8867
	Arvinbhai, Ghanshyam, and Rajendrakumar Patel, and Rohan and Mahesh Pandya	TBD	Mount Airy	North Carolina	TBD	(302) 545-9296
	Matthew Smith	TBD	Pfafftown	North Carolina	TBD	(919) 247-5470
	Paula and James Bullock	TBD	Pittsboro	North Carolina	TBD	(919) 924-9879
	Howard Raphael	1028 Oberlin Drive, Suite 232	Raleigh	North Carolina	27605	(919) 755-2222
	James and Paula Bullock	8111 Creedmoor Road, Suite 157	Raleigh	North Carolina	27613	(919) 803-5991
*	Rylan Miller	3004 Wake Forest Road Suite 112	Raleigh	North Carolina	27609	(919) 916-5190
	Howard Raphael	6679 Falls of Neuse Road Suite 101	Raleigh	North Carolina	27615	(919) 879-2233
	James and Paula Bullock	4205 Corners Parkway, Suite 100	Raleigh	North Carolina	27617	(919) 339-2739
*	Arne, Antonio and Brittany Morris	3101-107 Edwards Mill Road, Suite 107	Raleigh	North Carolina	27612	(984) 200-5301
	Howard Raphael	6113 Capital Boulevard	Raleigh	North Carolina	27616	(919) 890-5828
*	Paula and James Bullock	TBD	Raleigh	North Carolina	TBD	(919) 410-4666

*	Paula and James Bullock	TBD	Raleigh	North Carolina	TBD	(919) 410-4666
*	Paula and James Bullock	TBD	Raleigh	North Carolina	TBD	(919) 410-4666
*	Monty Midgette	TBD	Roanoke Rapids	North Carolina	TBD	(919) 673-6910
	Sherita Blue	1305 East Broad Avenue, Suite 20	Rockingham	North Carolina	28379	(910) 434-8782
*	Howard Raphael	TBD	Rocky Mount	North Carolina	TBD	(919) 961-6181
	Tirrell Listenbee and Eric D. Warsaw	TBD	Rocky Mount	North Carolina	TBD	(919) 696-9355
*	Monty Midgette	TBD	Roxboro	North Carolina	TBD	(919) 673-6910
*	Sunitaben Patel	120 Summit Park Drive	Salisbury	North Carolina	28146	(980) 222-2340
	Howard Raphael	3092 South Horner Boulevard	Sanford	North Carolina	27332	(919) 292-0038
	Brandon and Deena Korman	123-15 Smith Ave	Shallotte	North Carolina	28470	(910) 754-4800
*	Brandon and Deena Korman	TBD	Shallotte	North Carolina	TBD	(516) 655-4010
	Vandita Desai	511 Outlet Center Dr	Smithfield	North Carolina	27577	(919) 938-8342
	James and Paula Bullock	10725 US-501	Southern Pines	North Carolina	28387	(910) 684-8982
	Jeffrey Tobin	5385 South Virginia Dare Trail #1	Southern Shores	North Carolina	27949	(252) 441-9996
	Rylan Miller	1671-1A North Howe Street	Southport	North Carolina	28461	(910) 363-4908
	Arvindbhai, Ghanshyam, and Rajendrakumar Patel, and Rohan and Mahesh Pandya	TBD	Southwest Greensboro	North Carolina	TBD	(302) 545-9296
*	Sunitaben Patel	TBD	Statesville	North Carolina	TBD	(704) 651-0466
	Dharmendra Patel	TBD	Thomasville	North Carolina	TBD	(704) 641-2637
*	Miralkumar and Prashant Patel	TBD	Thomasville	North Carolina	TBD	(586) 745-3042
*	James and Paula Bullock	1009 Stadium Drive Suite 120	Wake Forest	North Carolina	27587	(919) 371-4358
	Nikitaben Patel	8121-C Kensington Drive	Waxhaw	North Carolina	28173	(704) 256-3709

*	James Laskaris, Stephen Attard, Tim Ioannides, and Karan Chawala	TBD	Waynesville	North Carolina	TBD	(772) 260-7055
*	Antonio and Arne Morris	TBD	Wendall Falls	North Carolina	TBD	(919) 880-1258
*	Antonio and Arne Morris	1940 Golden Spur Lane, Suite 104	Wendell	North Carolina	27591	(984) 280-2980
	Arvindbhai, Ghanshyam, and Rajendrakumar Patel, and Rohan and Mahesh Pandya	TBD	Wilkesboro	North Carolina	TBD	(302) 545-9296
*	Brandon and Deena Korman	2804 South College Road	Wilmington	North Carolina	28412	(910) 769-3939
*	Brandon and Deena Korman	130 Hays Lane Unit 130	Wilmington	North Carolina	28411	(910) 821-8678
	Brandon and Deena Korman	TBD	Wilmington	North Carolina	TBD	(516) 655-4010
	Devang Desai	TBD	Wilson	North Carolina	TBD	(919) 321-1057
*	Rylan Miller	670 Saint George Square Court	Winston Salem	North Carolina	27103	(336) 608-4330
	Rylan Miller	7790 North Point Blvd	Winston-Salem	North Carolina	27106	(336) 722-1300
	Vandita and Devang Desai	740 West Firetower Road, Suite 101	Winterville	North Carolina	28590	(252) 689-6881
*	Lyle and Travis Lutman	1411 East Lasalle Drive	Bismarck	North Dakota	58503	(701) 751-2521
*	Lyle and Travis Lutman	TBD	Bismarck	North Dakota	TBD	(701) 370-0173
	James Hensyel and Ryan Seeger	2424 13 th Avenue South	Fargo	North Dakota	58103	(701) 353-7683
	James Hensyel and Ryan Seeger	1650 45 th St South, Suite 123	Fargo	North Dakota	58103	(701) 404-8995
	James Hensyel and Ryan Seeger	4010 South Washington Street, Suite 301	Grand Forks	North Dakota	58201	(701) 757-0205
*	Gaurav and Dinesh Aggarwal	1711 West Market Street	Akron	Ohio	44313	(234) 571-9425
	Ramilaben and Ankit Patel	TBD	Amelia	Ohio	TBD	(513) 720-9085

	Rushil and Ramila Patel	36050 Detroit Road, Suite E	Avon	Ohio	44011	(440) 695-1041
	Doug Ruggles	3195 Dayton-Xenia Road, Suite 770	Beavercreek	Ohio	45434	(937) 426-8767
*	D’Juan Armstead and Kameron Wade	2156 E Main Street	Bexley	Ohio	43209	(614) 372-5931
	Sureshkumar Patel	11255 Reed Hartman Highway Suite D	Blue Ash	Ohio	45242	(513) 832-1984
*	Gaurav and Dinesh Aggarwal	TBD	Boardman	Ohio	TBD	(832) 875-5900
*	Gaurav and Dinesh Aggarwal	48 Boardman Poland Rd, Unit C	Boardman	Ohio	44512	(234) 287-6936
	William, Julie, Eric and Shaun Munson	510 East Wooster Avenue	Bowling Green	Ohio	43402	(419) 819-4452
*	D’Juan Armstead and Kameron Wade	TBD	Canal Winchester	Ohio	TBD	(614) 432-9318
	Hani Halloun	5159 Dressler Road NW	Canton	Ohio	44718	(330) 639-1199
	Ankit and Ramilaben Patel	988 Miamisburg Centerville	Centerville	Ohio	45459	(937) 291-9250
	Jatin and Sureshkumar Patel	6241 Far Hills Avenue	Centerville	Ohio	45459	(937) 434-8699
	Sureshkumar and Sunil Patel	5615 Wilmington Pike	Centerville	Ohio	45440	(937) 449-0000
*	Ramilaben and Ankit Patel	TBD	Chillicothe	Ohio	TBD	(513) 720-9085
	Sureshkumar Patel	720 Eastgate South Drive Suite 200	Cincinnati	Ohio	45245	(513) 752-3525
*	Sureshkumar and Patel	3364 Madison Road	Cincinnati	Ohio	45209	(513) 620-8606
*	Sureshkumar and Patel	8467 Beechmont Avenue	Cincinnati	Ohio	45255	(513) 720-9085
	Ronak Patel and Vaishnavi Khatri	6008 Glenway Avenue, Suite 30A	Cincinnati	Ohio	45211	(513) 834-7682

	Ramilaben, Ankit and Ashish Patel	TBD	Cincinnati	Ohio	TBD	(513) 816-3745
*	Sureshkumar, Ankit and Ramilaben Patel	8509 Winton Road	Cincinnati	Ohio	45231	(513) 407-3146
*	Sureshkumar, Ankit and Ramilaben Patel	8004 Hosbrook Road	Cincinnati	Ohio	45236	(513) 788-7039
*	Ramilaben and Ankit Patel	TBD	Cincinnati	Ohio	TBD	(513) 720-9085
*	Sureshkumar, Ankit and Ramilaben Patel	214 Calhoun Street	Cincinnati	Ohio	45219	(513) 975-0067
*	Ramilaben and Ankit Patel	TBD	Circleville	Ohio	TBD	(513) 720-9085
*	Trevor and Stephanie Stange	TBD	Cleveland	Ohio	TBD	(586) 764-6671
*	Shridhar Patel	TBD	Cleveland	Ohio	TBD	(216) 337-8230
*	Shridhar Patel	TBD	Cleveland	Ohio	TBD	(216) 337-8230
*	Nilay and Tapan Patel	TBD	Cleveland	Ohio	TBD	(216) 303-1374
*	Nilay and Tapan Patel	TBD	Cleveland	Ohio	TBD	(216) 303-1374
*	Nilay and Tapan Patel	TBD	Cleveland	Ohio	TBD	(216) 303-1374
*	Nilay and Tapan Patel	TBD	Cleveland	Ohio	TBD	(216) 303-1374
*	Gaurav and Dinesh Aggarwal	TBD	Cleveland	Ohio	TBD	(814) 880-5288
*	Gaurav and Dinesh Aggarwal	TBD	Cleveland	Ohio	TBD	(814) 880-5288
*	Gaurav and Dinesh Aggarwal	TBD	Cleveland	Ohio	TBD	(814) 880-5288
*	Gaurav and Dinesh Aggarwal	TBD	Cleveland	Ohio	TBD	(814) 880-5288
	Jaimin, Khyati and Umang Patel	9723 Colerain Avenue	Colerain Township	Ohio	45251	(513) 386-8652
	Heena Patel	8928 Lyra Drive	Columbus	Ohio	43240	(614) 505-8689
*	Michael, Brian, Kevin and Robert Couchman, Marc Batalino, and Miles Vamvas	4740 Reed Road, Suite 106	Columbus	Ohio	43220	(614) 914-5178
*	Michael, Brian, Kevin and Robert Couchman, Marc Batalino, and Miles Vamvas	TBD	Columbus	Ohio	TBD	(586) 531-2087
*	Michael, Brian, Kevin and Robert Couchman, Marc Batalino, and Miles Vamvas	TBD	Columbus	Ohio	TBD	(586) 321-9789

	Joel Karg and David Beckett	5792 North Hamilton Rd St G	Columbus	Ohio	43230	(614) 939-9100
*	Michael, Brian, Kevin and Robert Couchman, Marc Batalino, and Miles Vamvas	TBD	Columbus	Ohio	TBD	(586) 531-2087
	Heena Patel	4038 Morse Crossing	Columbus	Ohio	43219	(614) 532-5319
	Heena Patel	4832 West Broad Street, Suite B	Columbus	Ohio	43228	(614) 427-0910
	Mahendrakumar and Jay Patel	TBD	Columbus	Ohio	TBD	(201) 772-6814
	Marc Batalino, and Michael, Kevin, Robert and Brian Couchman	TBD	Columbus	Ohio	TBD	(586) 321-9789
	Hani Halloun	2012 Portage Trail	Cuyahoga Falls	Ohio	44223	(234) 678-3651
	Ekadashi, Tejendrakumar and Varshaben Patel	2307 Far Hills Avenue	Dayton	Ohio	45419	(937) 395-3525
*	Ron Morton	TBD	Dayton	Ohio	TBD	(803) 651-8300
*	Ron Morton	TBD	Dayton	Ohio	TBD	(803) 651-8300
*	Ron Morton	TBD	Dayton	Ohio	TBD	(803) 651-8300
*	Ron Morton	TBD	Dayton	Ohio	TBD	(803) 651-8300
*	Ron Morton	TBD	Dayton	Ohio	TBD	(803) 651-8300
*	Ron Morton	TBD	Dayton	Ohio	TBD	(803) 651-8300
*	Ron Morton	TBD	Dayton	Ohio	TBD	(803) 651-8300
*	Ron Morton	TBD	Dayton	Ohio	TBD	(803) 651-8300
*	Ron Morton	TBD	Dayton	Ohio	TBD	(803) 651-8300
	William, Julie, Shaun and Eric Munson	1601 Clinton Street	Defiance	Ohio	43512	(419) 980-7729
*	Michael, Brian, Kevin and Robert Couchman, Marc Batalino, and Miles Vamvas	6547 Artesian Run, Suite 160	Delaware	Ohio	43035	(614) 417-4343
	Joel Karg and David Beckett	1100 Sunbury Road, Suite 802	Delaware	Ohio	43015	(740) 990-0105
	Vaishnavi Khatri and Ronak Patel	TBD	Dent	Ohio	TBD	(513) 501-6983

*	Tim Poulos	TBD	Englewood	Ohio	TBD	(937) 232-3332
	Doug Ruggles	2642 Colonel Glenn Highway	Fairborn	Ohio	45324	(937) 429-1519
*	Sureshkumar, Ankit and Ramilaben Patel	6775 Dixie Highway, Suite E	Fairfield	Ohio	45014	(513) 330-5513
	Shilpaben, Shubh, and Rahi Patel	2889 Joseph Drive, Suite A	Fairfield Township	Ohio	45011	(513) 737-0857
	Ronak Patel and Vaishnavi Khatri	1790 Tiffin Avenue	Findlay	Ohio	45840	(419) 422-5500
*	Ramilaben and Ankit Patel	3589 South Dixie Highway	Franklin	Ohio	45005	(419) 792-7845
	Jan Schneider, Tiffany Reese, and Stefanie Tahedl-Schneider	2390 Sean Drive, Unit 2	Fremont	Ohio	43420	(567) 314-0025
	Heena Patel	1778 Stringtown Road, Unit 14	Grove City	Ohio	43123	(614) 277-8173
*	Vaishnavi Khatri and Anilkumar Lukhi	1424 Main Street	Hamilton	Ohio	45013	(513) 788-4770
*	Joel Karg	TBD	Heath	Ohio	TBD	(614) 226-9862
	Rohit and Ankit Patel	6221 Old Troy Pike Parkway	Huber Heights	Ohio	45424	(937) 235-8630
	Hani Halloun	1005 East Main Street, Suite B	Kent	Ohio	44240	(234) 233-1012
	Mahendrakumar and Jay Patel	TBD	Lancaster	Ohio	TBD	(201) 772-6814
*	Vaishnavi Khatri and Anilkumar Lukhi	1248 Columbus Avenue Suite 11	Lebanon	Ohio	45036	(513) 934-7034
*	Sureshkumar, Ankit and Ramilaben Patel	6862 Liberty Drive	Liberty Township	Ohio	45044	(513) 644-2672
	Bhupendrakumar, Meet and Ekdashi Patel	1570 Harding Highway	Lima	Ohio	45804	(567) 712-2051
*	Vaibhav and Rutvik Patel	TBD	Lorain	Ohio	TBD	(440) 530-0524
*	Sureshkumar and Patel	10689 Loveland Madeira Road	Loveland	Ohio	45140	(513) 239-5929
	Joel Karg and David Beckett	TBD	Marysville	Ohio	TBD	(614) 374-4878

*	Sureshkumar and Ramilaben Patel	5271 Kings Mill Road, Suite G	Mason	Ohio	45040	(513) 492-8886
*	Sureshkumar, Ankit and Ramilaben Patel	9321 South Mason-Montgomery Rd	Mason	Ohio	45040	(513) 492-7171
	William and Julie Munson	1385 Conant Street, Suite E	Maumee	Ohio	43537	(419) 893-2100
*	Gaurav and Dinesh Aggarwal	6167 Mayfield Road	Mayfield Heights	Ohio	44124	(440) 421-9034
*	Nilay and Tapan Patel	9438 Mentor Avenue	Mentor	Ohio	44060	(440) 290-0329
*	Trevor and Stephanie Stange	17857 Bagley Road	Middleburg Heights	Ohio	44130	(440) 973-7168
*	Sureshkumar, Ankit and Ramilaben Patel	1064 State Route 28	Milford	Ohio	45150	(513) 444-4117
*	Joel Karg	TBD	Newark	Ohio	TBD	(614) 226-9862
*	Nilay and Tapan Patel	26041 Lorain Road	North Olmsted	Ohio	44070	(440) 772-4042
*	Jan Schneider and Tiffany Reese	TBD	Norwalk	Ohio	TBD	(360) 513-3899
*	Hicham Bazzi	TBD	Oregon	Ohio	TBD	(313) 445-1228
*	Pradip and Harsh Patel	TBD	Oxford	Ohio	TBD	(856) 905-4211
*	Pradip and Harsh Patel	522 South Locust Street	Oxford	Ohio	45056	(513) 224-4520
	Julie, William, Eric, and Shaun Munson	TBD	Perrysburg	Ohio	TBD	(419) 360-2995
*	Michael, Brian, Kevin and Robert Couchman, Marc Batalino, and Miles Vamvas	7360 SR 161	Plain City	Ohio	43064	(614) 504-5192
*	Michael, Brian, Kevin and Robert Couchman, Marc Batalino, and Miles Vamvas	9733-E Sawmill Parkway	Powell	Ohio	43065	(614) 389-5006
*	D’Juan Armstead and Kameron Wade	TBD	Reynoldsburg	Ohio	TBD	(614) 432-9318
	William, Julie, Kevin, Eric and Shaun Munson	10090 Old U.S. 20	Rossford	Ohio	43460	(419) 874-1800
	Kelly Parkhurst	913 Crossing Road	Sandusky	Ohio	44870	(419) 502-1004

	Neha and Ashish Patel	2380 Michigan Street	Sidney	Ohio	45365	(937) 507-4008
*	Ramilaben and Ankit Patel	TBD	South Lebanon	Ohio	TBD	(513) 720-9085
	Sureshkumar and Mit Patel	52 Founders Drive	Springboro	Ohio	45066	(937) 550-4612
*	Ramilaben and Ankit Patel	TBD	Springdale	Ohio	TBD	(513) 720-9085
	Tim Poulos	233 East Home Road	Springfield	Ohio	45503	(937) 342-1883
*	Tim Poulos	TBD	Springfield	Ohio	TBD	(937) 232-3332
*	Trevor and Stephanie Stange	17818 Royalton Road, Unit 110	Strongsville	Ohio	44136	(440) 783-1213
*	Shridhar Patel	TBD	Strongsville	Ohio	TBD	(216) 337-8230
	Michael, Brian, Kevin and Robert Couchman	426 South Miller Drive	Sunbury	Ohio	43074	(740) 936-9006
*	Jan Schneider and Tiffany Reese	TBD	Tiffin	Ohio	TBD	(360) 513-3899
	William, Julie, Eric and Shaun Munson	5221 Monroe Street Suite E	Toledo	Ohio	43623	(419) 517-0044
	William, Julie, Eric, Shaun and Angelia Munson	7427 W Central Avenue	Toledo	Ohio	43617	(567) 408-7650
	Hicham Bazzi	1202 Unit B Alexis Road	Toledo	Ohio	43612	(567) 315-8809
	Tim Poulos	2309 S. Main St,	Troy	Ohio	45373	(937) 703-1418
*	Gaurav Aggarwal	TBD	Warren	Ohio	TBD	(832) 875-5900
	Sureshkumar, Ankit, Ramilaben and Saurabh Patel	9037 Union Centre Blvd.	West Chester Township	Ohio	45069	(513) 330-6866
*	Vaibhav Patel	137 Market Street	Westlake	Ohio	44145	(440) 455-9061
*	Gaurav and Dinesh Aggarwal	35535 Euclid Ave. #12	Willoughby	Ohio	44094	(440) 527-8112
	Surya Basava	TBD	Wilmington	Ohio	TBD	(859) 421-0716
*	Michael, Brian, Kevin and Robert Couchman, Marc Batalino, and Miles Vamvas	53 West Wilson Bridge Drive, Suite 125	Worthington	Ohio	43085	(614) 396-8796
*	Rashmikaben and Ankit Patel	1400 Lonnie Abbott Boulevard, Suite A	Ada	Oklahoma	74820	(580) 559-2471
*	Rakesh, Rohit and Amish Patel	2401 12 th Ave NW, Suite 101B	Ardmore	Oklahoma	73401	(580) 319-4334

*	Glen Johnson and Nick Crouch	3315 East Frank Phillips Boulevard	Bartlesville	Oklahoma	74006	(539) 207-2207
	Glen Johnson and Nick Crouch	874 East Hillside Drive Suite A	Broken Arrow	Oklahoma	74012	(918) 355-0017
*	Rashmikaben and Ankit Patel	2203 S 4 th Street	Chickasha	Oklahoma	73018	(405) 825-3456
*	Glen Johnson and Nick Crouch	1704 Scissortail Avenue	Claremore	Oklahoma	74017	(501) 943-7492
*	Glen Johnson and Nick Crouch	TBD	Claremore	Oklahoma	TBD	(501) 442-0089
*	Rashmikaben and Ankit Patel	2015 West Danforth	Edmond	Oklahoma	73003	(405) 285-5221
	Rashmikaben and Ankit Patel	1124 South Bryant Avenue	Edmond	Oklahoma	73034	(405) 214-3492
	Glen Johnson and Nick Crouch	501 South Van Buren Street	Enid	Oklahoma	73703	(580) 237-3983
*	Glen Johnson and Nick Crouch	12134 South Waco Avenue	Glenpool	Oklahoma	74033	(405) 367-9996
	Glen Johnson and Nick Crouch	1204 NW Sheridan Road	Lawton	Oklahoma	73505	(580) 713-5262
	Glen Johnson and Nick Crouch	1732 NW 82 nd Street	Lawton	Oklahoma	73505	(580) 952-8576
*	Rashmikaben and Ankit Patel	2324 S Air Depot Boulevard	Midwest City	Oklahoma	73110	(405) 455-5120
	Glen Johnson and Nick Crouch	2101 Riverwalk Drive	Moore	Oklahoma	73160	(405) 799-2698
	Dalton Rhoden and Raymond Hoover	319 West Shawnee Street	Muscogee	Oklahoma	74401	(918) 912-2278
*	Rakesh, Rohit and Amish Patel	1036 E. State Highway 152, Suite 144	Mustang	Oklahoma	73064	(405) 806-5042
	Glen Johnson and Nick Crouch	2162 24 th Avenue NW	Norman	Oklahoma	73069	(405) 928-5363
	Glen Johnson and Nick Crouch	156 12 th Ave SE	Norman	Oklahoma	73071	(405) 801-2232
	Tasha and Joe Stefanatos	3131 West Memorial Road, Suite A	Oklahoma City	Oklahoma	73134	(405) 753-5454
	Glen Johnson and Nick Crouch	7141 South Western Avenue, Suite A	Oklahoma City	Oklahoma	73139	(405) 702-7762

*	Rakesh, Rohit and Amish Patel	7307 North MacArthur Boulevard Unit 100	Oklahoma City	Oklahoma	73132	(405) 603-7600
	Glen Johnson and Nick Crouch	7800 North May Avenue, Suite A	Oklahoma City	Oklahoma	73116	(405) 847-8678
*	Rakesh, Rohit and Amish Patel	TBD	Oklahoma City	Oklahoma	TBD	(405) 923-3674
*	Rakesh, Rohit and Amish Patel	3421 SW 104 th Street, Unit 6	Oklahoma City	Oklahoma	73159	(405) 676-8200
*	Rakesh and Rohit Patel	717 S Macarthur Blvd	Oklahoma City	Oklahoma	73128	(405) 768-3326
	Rashmikaben and Ankit Patel	1714 NW 23 rd Street	Oklahoma City	Oklahoma	73106	(405) 900-6530
	Rohit Patel	TBD	Oklahoma City	Oklahoma	TBD	(405) 210-2195
	Paradies Lagardere at OKC LLC	7140 Air Cargo Road	Oklahoma City	Oklahoma	73159	(801) 698-5269
*	Glen Johnson and Nick Crouch	12906 E 96 th Street North	Owasso	Oklahoma	74055	(539) 217-2929
	Dalton Rhoden	4501 South Mill Street	Pryor	Oklahoma	74361	(918) 781-3635
*	Glen Johnson and Nick Crouch	502 W Morrow Rd	Sand Springs	Oklahoma	74063	(405) 335-9191
*	Glen Johnson and Nick Crouch	3954 North Kickapoo Ave. Ste 6	Shawnee	Oklahoma	74804	(405) 367-2677
	Glen Johnson and Nick Crouch	1202 North Boomer Road	Stillwater	Oklahoma	74075	(405) 743-2929
	Dalton Rhoden and Raymond Hoover	3478 S Muskogee Avenue	Tahlequah	Oklahoma	74464	(918) 708-1391
*	Glen Johnson and Nick Crouch	TBD	TBD	Oklahoma	TBD	(501) 442-0089
*	Glen Johnson and Nick Crouch	TBD	TBD	Oklahoma	TBD	(501) 442-0089
	Glen Johnson and Nick Crouch	7460 South Olympia Avenue	Tulsa	Oklahoma	74132	(918) 814-8080
	Timothy and Nicole Smallwood	1717 North Peoria Avenue	Tulsa	Oklahoma	74106	(918) 728-6229
	Glen Johnson and Nick Crouch	4925 East 21 st Street	Tulsa	Oklahoma	74114	(918) 814-8080
	Glen Johnson and Nick Crouch	10140 East 71 st Street, Suite A	Tulsa	Oklahoma	74133	(918) 940-7669

	Glen Johnson and Nick Crouch	10826 S Memorial Drive	Tulsa	Oklahoma	74133	(918) 289-0263
	Jeffrey and Marla Connett	3722 South Peoria Avenue Suite 200	Tulsa	Oklahoma	74105	(918) 743-6333
	Glen Johnson and Nick Crouch	1751 Garth Brooks Boulevard, #100	Yukon	Oklahoma	73099	(405) 265-3002
*	Eric and Dawn Metz, and Shaji Mathew	TBD	Abington	Pennsylvania	TBD	(443) 807-3112
	Mayurbhai and Hemang Patel	TBD	Altoona	Pennsylvania	TBD	(615) 878-0368
	Oubab Khalil	TBD	Altoona	Pennsylvania	TBD	(214) 519-4646
*	Dipesh Bhatt and Daksheshkumar “Daks” Soni	2411 Schoenersville Road	Bethlehem	Pennsylvania	18017	(803) 470-8089
*	Girish and Nitin Patel	TBD	Bethlehem	Pennsylvania	TBD	(908) 217-3173
*	Vatsal and Urvish Patel	TBD	Bloomsburg	Pennsylvania	TBD	(978) 855-9803
*	Oubab Khalil	507 Town Square Way	Brentwood	Pennsylvania	15227	(412) 207-2015
*	Curt and Matthew Fignar	156 Millers Run Road	Bridgeville	Pennsylvania	15017	(412) 220-2395
*	Jigna, Kalpesh and Ankit Patel	5003 Edgmont Avenue	Brookhaven	Pennsylvania	19015	(484) 487-3114
*	Oubab Khalil	433 West Main Street	Brownsville	Pennsylvania	15417	(724) 434-3334
*	Meenal and Manish Singh	340 New Castle Road	Butler	Pennsylvania	16001	(724) 256-5280
	Sandip Patel	3601 Market Street	Camp Hill	Pennsylvania	17011	(717) 412-0157
	Vijay and Dipali Patel	TBD	Chambersburg	Pennsylvania	TBD	(757) 401-3223
	Heli Katrina Sorra and Laura Beth McClure	TBD	Concordsville	Pennsylvania	TBD	(302) 562-7626
*	Eric and Dawn Metz, and Shaji Mathew	TBD	Conshohocken	Pennsylvania	TBD	(443) 807-3112
*	Judith and Keith Delaney	TBD	Dickson City	Pennsylvania	TBD	(570) 650-3977
*	Bhavin, Bipinbhai and Hiteshkumar Patel	1661 Easton Rd Suite B3-A Doylestown	Doylestown	Pennsylvania	18901	(267) 267-3260
*	Girish and Nitin Patel	TBD	Easton	Pennsylvania	TBD	(908) 217-3173
	Haribhai and Meet Patel	848 East Main Street #300	Ephrata	Pennsylvania	17522	(717) 466-2900
*	Darshan Patel	6803 Peach Street	Erie	Pennsylvania	16509	(814) 315-4872

*	Darshan Patel	2301 West 12 th Street	Erie	Pennsylvania	16505	(814) 374-7020
*	Meenal and Manish Singh	267 Main Street	Exton	Pennsylvania	19341	(484) 872-8629
	Ghanshyam and Kalpesh Patel	TBD	Gettysburg	Pennsylvania	TBD	(302) 388-5125
*	Brian Gast	TBD	Greenburg	Pennsylvania	TBD	(701) 306-1163
*	Brian Gast	TBD	Greenburg	Pennsylvania	TBD	(701) 306-1163
*	Curt Fignar	TBD	Greentree	Pennsylvania	TBD	(312) 543-2155
*	Curt Fignar	TBD	Hampton Township	Pennsylvania	TBD	(312) 543-2155
	Ghanshyam and Kalpesh Patel	TBD	Hanover	Pennsylvania	TBD	(302) 388-5125
	Nimisha Shah and Sangita Doshi	4635 High Pointe Boulevard	Harrisburg	Pennsylvania	17111	(717) 561-1077
	Nimisha Shah	235 Strawberry Square	Harrisburg	Pennsylvania	17101	(717) 236-2122
	Nimisha Shah and Sangita Doshi	169 W Chocolate Avenue	Hershey	Pennsylvania	17033	(717) 298-1566
	Jigna Kalpesh and Kalpesh Patel	TBD	Kennett Square	Pennsylvania	TBD	(302) 897-3396
	Haribhai and Meet Patel	582 Centerville Road	Lancaster	Pennsylvania	17601	(717) 618-8980
*	Sandipkumar, Darshnaben and Manishaben Patel	TBD	Lancaster	Pennsylvania	TBD	(201) 270-6490
*	Sandipkumar, Darshnaben and Manishaben Patel	TBD	Lancaster	Pennsylvania	TBD	(201) 270-7014
*	Sandipkumar, Darshnaben and Manishaben Patel	TBD	Lancaster	Pennsylvania	TBD	(201) 270-7014
*	Sandipkumar, Darshnaben and Manishaben Patel	TBD	Lancaster	Pennsylvania	TBD	(201) 270-7014
	Kimberly and Anthony Wing	5793 Route 981	Latrobe	Pennsylvania	15650	(724) 520-4800
*	Christopher and Tara Evitts	1960 Quentin Road Unit #100	Lebanon	Pennsylvania	17042	(223) 247-2980
	Manisha K. Patel	169 Levittown Parkway, Suite B	Levittown	Pennsylvania	19055	(215) 486-5968
*	Vatsal and Urvish Patel	TBD	Lewisburg	Pennsylvania	TBD	(978) 855-9803
	Abhi Sheth, Het Ghandhi, and Nisarg Parikh	235 Bloomfield Drive, Suite 105	Lititz	Pennsylvania	17543	(717) 397-1827

	Alpa Patel	5 South Morehall Road Unit 200	Malvern	Pennsylvania	19355	(484) 320-8271
	Haribhai and Meet Patel	2201 Strickler Road Suite 703	Manheim	Pennsylvania	17545	(717) 492-8149
*	Jigna, Kalpesh and Ankit Patel	1087 West Baltimore Pike, Suite C	Media	Pennsylvania	19063	(484) 445-4016
	Michael Yan	341 Comet Drive	Millersville	Pennsylvania	17551	(717) 584-6532
	Bobbilyn Lynn	9898 University Blvd. Unit 60	Moon Township	Pennsylvania	15108	(412) 507-2140
	Brian and Lori Gast	4881 William Penn Highway	Murrysville	Pennsylvania	15668	(724) 519-7167
	Hetal and Bhavin Patel	TBD	Newtown	Pennsylvania	TBD	(908) 627-0404
	Brian and Lori Gast	714 Mills Drive #5	North Huntingdon	Pennsylvania	15642	(724) 590-5631
*	Christopher and Tara Evitts	TBD	Paxtonia	Pennsylvania	TBD	(570) 640-0935
	Meenal and Manish Singh	1600 North Broad Street, Unit 4	Philadelphia	Pennsylvania	19121	(267) 758-6593
*	Meenal and Manish Singh	9898 East Roosevelt Boulevard, Suite 104	Philadelphia	Pennsylvania	19115	(215) 904-6172
	Alpa Patel	3737 Chestnut Street	Philadelphia	Pennsylvania	19104	(267) 969-3872
	Manisha K. Patel	TBD	Philadelphia	Pennsylvania	TBD	(540) 246-2098
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel, Harsh Amin, and Amit Shah	TBD	Philadelphia	Pennsylvania	TBD	(302) 377-3467
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel, Harsh Amin, and Amit Shah	TBD	Philadelphia	Pennsylvania	TBD	(302) 377-3467
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel, Harsh Amin, and Amit Shah	TBD	Philadelphia	Pennsylvania	TBD	(302) 377-3467

*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel, Harsh Amin, and Amit Shah	TBD	Philadelphia	Pennsylvania	TBD	(302) 377-3467
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel, Harsh Amin, and Amit Shah	TBD	Philadelphia	Pennsylvania	TBD	(302) 377-3467
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel, Harsh Amin, and Amit Shah	TBD	Philadelphia	Pennsylvania	TBD	(302) 377-3467
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel, Harsh Amin, and Amit Shah	TBD	Philadelphia	Pennsylvania	TBD	(302) 377-3467
	Sunesh Patel	TBD	Philadelphia	Pennsylvania	TBD	(267) 206-1109
*	Eric and Dawn Metz, and Shaji Mathew	TBD	Philadelphia	Pennsylvania	TBD	(443) 807-3112
	Suseenthera Kanagasundrum and Sudha Suseenthera	1570 Egypt Road Suite 180	Phoenixville	Pennsylvania	19460	(610) 676-8100
	Meenal and Manish Singh	5996 Centre Avenue	Pittsburgh	Pennsylvania	15206	(412) 507-3627
	Oubab Khalil	681 Clairton Boulevard	Pittsburgh	Pennsylvania	15236	(412) 710-2196
*	Meenal and Manish Singh	322 McHolme Drive	Pittsburgh	Pennsylvania	15275	(412) 505-8126
*	Meenal and Manish Singh	TBD	Pittsburgh	Pennsylvania	TBD	(202) 264-0431
*	Meenal and Manish Singh	TBD	Pittsburgh	Pennsylvania	TBD	(202) 264-0431
*	Meenal and Manish Singh	TBD	Pittsburgh	Pennsylvania	TBD	(202) 264-0431
*	Meenal and Manish Singh	TBD	Pittsburgh	Pennsylvania	TBD	(202) 264-0431
*	Meenal and Manish Singh	TBD	Pittsburgh	Pennsylvania	TBD	(202) 264-0431
*	Meenal and Manish Singh	TBD	Pittsburgh	Pennsylvania	TBD	(202) 264-0431
*	Meenal and Manish Singh	TBD	Pittsburgh	Pennsylvania	TBD	(202) 264-0431
*	Curt and Matthew Fignar	3614 Forbes Avenue	Pittsburgh	Pennsylvania	15213	(412) 375-1420
	Abhi Sheth and Het Ghandhi	14 West Lightcap Road Building 700 Suite 1	Pottstown	Pennsylvania	19464	(484) 254-2190

*	Dipesh Bhatt and Daksheshkumar “Daks” Soni	272 N West End Blvd	Quakertown	Pennsylvania	18951	(412) 283-6168
	Ronnetta Mason	630 Shrewsbury Commons Avenue	Shrewsbury	Pennsylvania	17361	(223) 291-4053
	Sachinkumar, Smit, Neil and Naresh Patel	TBD	South Philadelphia	Pennsylvania	TBD	(610) 844-5549
*	Atul, Ankit, Krina, Krunal and Gauravkumar Patel, Harsh Amin, and Amit Shah	1158 Unit A Baltimore Pike	Springfield	Pennsylvania	19064	(484) 254-2910
*	Matthew and Robert Tanner, Amit Sehgal, and Carlos Boozer	132 South Garner Street	State College	Pennsylvania	16801	(814) 374-5070
*	Matthew and Robert Tanner, Amit Sehgal, and Carlos Boozer	TBD	State College	Pennsylvania	TBD	(631) 574-7700
	Carlos Silver	361 Charles Way	Stroudsburg	Pennsylvania	18360	(272) 200-3220
*	Bhavin, Bipinbhai and Hiteshkumar Patel	TBD	Telford	Pennsylvania	TBD	(201) 204-8389
*	Dhruvkumar Patel	TBD	Temple	Pennsylvania	TBD	(731) 819-8442
	Abhi Sheth, Het Gandhi, and Nisarg Parikh	TBD	Trexlerstown	Pennsylvania	TBD	(717) 609-9921
	Sachinkumar, Smit, Neil and Naresh Patel	TBD	Upper Darby	Pennsylvania	TBD	(610) 844-5549
*	Eric and Dawn Metz, and Shaji Mathew	TBD	Warrington	Pennsylvania	TBD	(443) 807-3112
*	Meenal and Manish Singh	189 Murtland Avenue	Washington	Pennsylvania	15301	(878) 226-1087
	Meenal and Manish Singh	251 East Swedesford Road	Wayne	Pennsylvania	19087	(610) 441-7313
	Meenal and Manish Singh	103 Turner Lane	West Chester	Pennsylvania	19380	(610) 441-7312
*	Curt and Matthew Fignar	10339 Perry Highway Unit 3	Wexford	Pennsylvania	15090	(878) 465-2042
	Sagar Patel	TBD	Whitehall	Pennsylvania	TBD	(267) 902-5793
*	Judith and Keith Delaney	TBD	Wilkes	Pennsylvania	TBD	(570) 650-3977
*	Eric and Dawn Metz, and Shaji Mathew	TBD	Willow Grove	Pennsylvania	TBD	(443) 807-3112

*	Meenal and Manish Singh	2401W Cheltenham Avenue	Wyncote	Pennsylvania	19095	(267) 637-8767
*	Dhruvkumar Patel	TBD	Wyomissing	Pennsylvania	TBD	(731) 819-8442
	Sandip Patel	1800 Loucks Road Suite 625	York	Pennsylvania	17408	(717) 885-0706
	Hashim and Nadir Azhar	1722 South Queen Street Unit 2	York	Pennsylvania	17403	(717) 318-5438
	Christopher and Glen Baker	2370 New London Turnpike	Coventry	Rhode Island	2816	(401) 615-0606
	Christopher and Glen Baker	145 Hillside Road	Cranston	Rhode Island	2920	(401) 533-9700
*	Glen and Christopher Baker	TBD	Cranston	Rhode Island	TBD	(603) 765-1046
*	Glen and Christopher Baker	TBD	Cranston	Rhode Island	TBD	(603) 765-1046
	James Dumont Jr.	1501 Atwood Avenue Unit 2	Johnston	Rhode Island	2919	(401) 422-2485
*	Slawomir, Ewa and Casey Michalowski	TBD	Newport	Rhode Island	TBD	(401) 300-6993
*	Slawomir, Ewa and Casey Michalowski	199 JT Connell Highway	Newport	Rhode Island	2840	(401) 409-4031
	Christopher and Glen Baker	1565 Mineral Spring Avenue	North Providence	Rhode Island	2904	(401) 414-7000
	James Dumont Jr.	TBD	Providence	Rhode Island	TBD	(401) 301-5153
*	Slawomir, Ewa and Casey Michalowski	TBD	Wakefield	Rhode Island	TBD	(401) 300-6993
	James Dumont Jr.	2574 Suite 300 West Shore	Warwick	Rhode Island	2889	(401) 384-7207
	Manishkumar, Harshit, Ujash and Krina Patel	300 Quaker Lane Unit C-11	Warwick	Rhode Island	2886	(401) 340-3074
	Daksheshkumar Soni	4086 Julep Way Southwest, Suite C	Aiken	South Carolina	29803	(803) 961-7196
*	Daksheshkumar Soni	TBD	Aiken	South Carolina	TBD	(803) 470-8089
*	William Ruby and Gregory Powell	2019 E. Greenville St.	Anderson	South Carolina	29621	(864) 642-9817

	Patrick O’Connell and Gary Clough	TBD	Beaufort	South Carolina	TBD	(617) 733-9795
*	Gary Clough and Patrick O’Connell	1127 Fording Island Road	Bluffton	South Carolina	29910	(559) 708-7669
	Daksheshkumar Soni	TBD	Blythewood	South Carolina	TBD	(803) 470-8089
*	William Ruby and Gregory Powell	2221 Boiling Springs Road, Suite A	Boiling Springs	South Carolina	29316	(864) 519-3440
	Daksheshkumar Soni	TBD	Camden	South Carolina	TBD	(803) 470-8089
	Jon Parkman	186 Seven Farms Drive Unit D	Charleston	South Carolina	29492	(843) 352-7162
	Jon Parkman	1808 Sam Rittenberg Blvd.	Charleston	South Carolina	29407	(843) 990-9585
*	Rylan Miller	869 Folly Road	Charleston	South Carolina	29412	(843) 764-9980
*	Rylan and Jennifer Miller	TBD	Charleston	South Carolina	TBD	(843) 516-4368
	Jon Parkman	41 Grand Oaks Blvd, Suite A	Charleston	South Carolina	29414	(843) 724-9125
*	Jon Parkman	TBD	Charleston	South Carolina	TBD	(843) 817-7445
*	Donald and Elena Reese	TBD	Clemson	South Carolina	TBD	(803) 646-3489
*	Donald and Elena Reese	TBD	Clemson	South Carolina	TBD	(803) 646-3489
*	Donald and Elena Reese	TBD	Clemson	South Carolina	TBD	(803) 646-3489
	Marlon Sullivan and Cesar Coronado	150B Harbison Boulevard Suite 20	Columbia	South Carolina	29212	(803) 217-3112
	Marlon Sullivan and Cesar Coronado	650 Lincoln Street	Columbia	South Carolina	29201	(803) 807-9335
	Daksheshkumar Soni	4400 Fort Jackson Boulevard, Suite 600	Columbia	South Carolina	29209	(803) 724-2000
	Daksheshkumar Soni	1033 Roberts Branch Parkway #105	Columbia	South Carolina	29203	(803) 470-8089
	Hansaben and Yash Patel	10136 Two Notch Road	Columbia	South Carolina	29229	(803) 995-7442

	Suite 105-B				
	Daksheshkumar Soni	1729 Marshall Street	Columbia	South Carolina	29203 (803) 451-0016
	Roberto Laben and Rylan Miller	201 Graduate Road - Unit 103	Conway	South Carolina	29526 (843) 234-5670
*	Daksheshkumar Soni	TBD	Dentsville	South Carolina	TBD (803) 470-8089
*	William Ruby and Gregory Powell	1709 East Main Street, Suite A	Duncan	South Carolina	29334 (864) 249-0194
*	Chinmay Patel	TBD	Easley	South Carolina	TBD (732) 673-9737
	Chinmay Patel	TBD	Easley	South Carolina	TBD (732) 673-9737
	Vipul Patel	2600 David McLeod Boulevard, Suite E	Florence	South Carolina	29501 (843) 799-0094
	Vipul Patel	211 Pamplico Hwy, Unit A	Florence	South Carolina	29505 (843) 702-0122
	Vipul Patel	TBD	Florence	South Carolina	TBD (843) 229-6840
*	Daksheshkumar Soni	TBD	Forest Acres	South Carolina	TBD (803) 470-8089
	Jacquelyn and Sidney Fulton	TBD	Fort Jackson	South Carolina	TBD (803) 707-7412
	Savitaben, Rutul and Monika Patel	TBD	Gaffney	South Carolina	TBD (860) 402-0273
*	William Ruby and Gregory Powell	3704 Pelham Road	Greenville	South Carolina	29615 (864) 520-8550
*	William Ruby and Gregory Powell	TBD	Greenville	South Carolina	TBD (817) 733-2360
*	William Ruby and Gregory Powell	TBD	Greenville	South Carolina	TBD (817) 733-2360
*	Chinmay Patel	TBD	Greenville	South Carolina	TBD (732) 673-9737
	Daksheshkumar Soni	1505 Bypass 72 Northeast	Greenwood	South Carolina	29649 (864) 519-8990
*	Chinmay Patel	1126 West Wade Hampton Boulevard	Greer	South Carolina	29650 (864) 447-3190
*	Gary Clough and Patrick O'Connell	468 D. Mark Cummings Road, Suite 101	Hardeeville	South Carolina	29927 (843) 208-2277
	Vipul and Axita Patel	TBD	Hartsville	South Carolina	TBD (843) 229-6840
*	Gary Clough and Patrick O'Connell	1000 William Hilton Parkway, Suite C-4	Hilton Head	South Carolina	29928 (843) 341-9113

	Marlon Sullivan and Cesar Coronado	1180 Dutch Fork Road, Suite B	Irmo	South Carolina	29063	(803) 445-1574
	Brandon McCall and Thomas Myers	TBD	Lake Wylie	South Carolina	TBD	(803) 983-2429
*	Daksheshkumar Soni	TBD	Lancaster	South Carolina	TBD	(803) 470-8089
	Marlon Sullivan and Cesar Coronado	5166 Sunset Boulevard Suite H	Lexington	South Carolina	29072	(803) 356-0318
	Jon Parkman	1165 Oakland Market Road	Mount Pleasant	South Carolina	29466	(843) 352-7226
	Jon Parkman	767 Coleman Boulevard, Suite 1	Mount Pleasant	South Carolina	29464	(843) 388-7307
	Roberto Laben and Rylan Miller	11990 Highway 17 Bypass South Unit 1	Murrells Inlet	South Carolina	29576	(843) 651-4805
	Roberto Laben and Rylan Miller	825 Market Place Drive, Unit 1	Myrtle Beach	South Carolina	29579	(843) 903-5200
	Roberto Laben and Rylan Miller	112 Loyola Dr, Suite 120	Myrtle Beach	South Carolina	29588	(843) 215-0513
*	Daksheshkumar Soni	3102 Main Street	Newberry	South Carolina	29108	(803) 877-8710
	Elena and Donald Reese	1215 Knox Avenue	North Augusta	South Carolina	29841	(803) 599-5958
	Rylan Miller	4940 Centre Pointe Drive, Sute A	North Charleston	South Carolina	29418	(843) 818-4722
	Lawrence and Marc Rodenbaugh	7250 Rivers Avenue Building 300, Suite 102	North Charleston	South Carolina	29406	(854) 999-1223
	Lawrence and Marc Rodenbaugh	8459 Dorchester Road, Suite A	North Charleston	South Carolina	29420	(843) 203-6765
	Roberto Laben and Rylan Miller	1400 Highway 17 North Unit 4	North Myrtle Beach	South Carolina	29582	(843) 663-2060
*	Jacquelyn and Sidney Fulton	129 Magnolia Village Parkway	Orangeburg	South Carolina	29118	(839) 216-4011
*	William Ruby and Gregory Powell	3558 Highway 153	Powdersville	South Carolina	29611	(864) 412-8030

*	Daksheshkumar Soni	TBD	Red Bank	South Carolina	TBD	(803) 470-8089
*	Keyurkumar and Pravinkumar Patel	2320 Cherry Road, Suite 103	Rock Hill	South Carolina	29732	(803) 687-0297
*	Keyurkumar and Pravinkumar Patel	TBD	Rock Hill	South Carolina	TBD	(803) 687-0297
*	William Ruby and Gregory Powell	2815 Woodruff Road Suite 102	Simpsonville	South Carolina	29681	(864) 609-4600
	Chinmay Patel	TBD	Simpsonville	South Carolina	TBD	(732) 673-9737
*	William Ruby and Gregory Powell	1490 W O. Ezell Blvd, Suite 2	Spartanburg	South Carolina	29301	(864) 310-4823
*	William Ruby and Gregory Powell	1949 East Main Street	Spartanburg	South Carolina	29307	(864) 541-7677
	Rylan Miller	200 Nexton Square Drive	Summerville	South Carolina	29486	(843) 900-3227
*	Jon Parkman	1545 Old Trolley Road, Suite R	Summerville	South Carolina	29485	(843) 897-3810
	Daksheshkumar Soni	1301 Broad Street	Sumpter	South Carolina	29150	(803) 869-1022
	Nikitaben Patel	2435 West Highway 160 Suite 104	Tega Cay	South Carolina	29708	(803) 802-0088
*	Chinmay Patel	TBD	Travelers Rest	South Carolina	TBD	(732) 673-9737
*	Jacquelyn and Sidney Fulton	118 Dreher Road	West Columbia	South Carolina	29169	(803) 834-4160
*	Sunitaben Patel	TBD	York	South Carolina	TBD	(704) 651-0466
	Ann Park, Angela Yahne, and Russell Warner	3408 7 th Avenue Southeast	Aberdeen	South Dakota	57401	(605) 296-7020
	Ann Park	1461 6 th Street	Brookings	South Dakota	57006	(605) 692-1880
	Bhaves and Ankit Patel	1612 Eglin Street Suite 900	Rapid City	South Dakota	57701	(605) 716-8521
	Bhaves and Ankit Patel	1301 W Omaha Road, Suite 101	Rapid City	South Dakota	57701	(605) 716-3726
*	Ann Park, Angela Yahne, and Russell Warner	TBD	Sioux Falls	South Dakota	TBD	(605) 691-8233
	Kelli Ewert	2430 Platinum Drive	Spearfish	South Dakota	57783	(605) 717-1006

	Russell Warner and Angela Yahne	911 11 th St SE, Suite 200	Watertown	South Dakota	57201	(605) 878-0599
*	Ann Park, Angela Yahne, and Russell Warner	TBD	Watertown	South Dakota	TBD	(605) 691-8233
*	Arriel and Todd Walton, and ChansLyn Owen	2141 Century Farms Parkway Suite 1011	Antioch	Tennessee	37013	(615) 649-8529
	Manoj Patel	11830 Milton Wilson Road	Arlington	Tennessee	38002	(901) 317-6557
	Megha, Manish and Kush Patel	TBD	Athens	Tennessee	TBD	(203) 543-9204
	Bhavinkumar and Saurin Patel	TBD	Brentwood	Tennessee	TBD	(803) 908-8178
	Arriel and Todd Walton, and ChansLyn Owen	TBD	Brentwood	Tennessee	TBD	(702) 327-6276
*	Gunjan and Ankit Patel	1430 Volunteer Parkway Unit 8	Bristol	Tennessee	37620	(423) 275-3570
*	Gunjan and Ankit Patel	TBD	Bristol	Tennessee	TBD	(423) 237-4159
*	Paul Neumaier and Karen Neumaier-Wallis	2380 Lifestyle Way Suite 140	Chattanooga	Tennessee	37421	(423) 269-7990
*	Paul Neumaier and Karen Neumaier-Wallis	TBD	Chattanooga	Tennessee	TBD	(248) 961-0080
	Gineshkumar, Mukeshbhai, Shivam and Rohitkumar Patel	20 Cherokee Boulevard Suite 120	Chattanooga	Tennessee	37405	(423) 551-8327
	Armi Tisha Grace Aguilar and Paul Rhodes	1825 Madison Street, Suite A	Clarksville	Tennessee	37043	(931) 919-2220
	Armi Tisha Grace Aguilar and Paul Rhodes	2300 Wilma Rudolph Blvd, Suite A	Clarksville	Tennessee	37042	(931) 272-6601
	Armi Tisha Grace Aguilar and Paul Rhodes	TBD	Clarksville	Tennessee	TBD	(931) 272-6601
	Amee, Nayna and Paresh Patel	684 Paul Huff Parkway NW, Suite 302	Cleveland	Tennessee	37312	(423) 464-5287
*	Jigna Patel	910 W. Market Blvd, Suite 1	Collierville	Tennessee	38017	(901) 850-0200

	Michael Deak, Christina Morris Ted, and Deborah Reed	TBD	Columbia	Tennessee	TBD	(770) 878-7163
	Nareshkumar and Jignesh Patel	TBD	Cookeville	Tennessee	TBD	(931) 644-4259
*	Krush and Jigna Patel	TBD	Covington	Tennessee	TBD	(501) 529-4914
*	Pareshbhai and Ankit Patel	TBD	Crossville	Tennessee	TBD	(513) 816-3745
	Yogesh Kumar, Krusha and Rutvik Patel	TBD	Dickson	Tennessee	TBD	(615) 545-2389
*	Paresh and Ameer Patel	TBD	East Brainerd	Tennessee	TBD	(205) 587-5600
	Prakash Patel	TBD	East Murfreesboro	Tennessee	TBD	(848) 248-1456
*	Krush and Jigna Patel	TBD	Elizabethton	Tennessee	TBD	(501) 529-4914
	Joshua and Lacy Horne	TBD	Elizabethton	Tennessee	TBD	(423) 794-6778
*	Jason Willeman	119 Lovell Road	Farragut	Tennessee	37934	(865) 218-5000
	Babeshkumar and Nirav Patel	TBD	Fountain City	Tennessee	TBD	(216) 409-3818
	Thom Fox	TBD	Fox	Tennessee	TBD	(817) 366-9292
*	Paul Dudgeon and Lawrence Lavigne	443 Cool Springs Road	Franklin	Tennessee	37067	(615) 905-4731
*	Michael Crawley	207 Maharris Drive Suite B	Gallatin	Tennessee	37066	(615) 899-6093
	Krunalkumar and Pinika Patel	745 Parkway #1	Gatlinburg	Tennessee	37738	(865) 346-7229
	Joshua and Lacy Horne	TBD	Gray	Tennessee	TBD	(423) 794-6778
	Michael Crawley	4005 Lebanon Pike	Hermitage	Tennessee	37076	(615) 915-2991
	Vimalkumar and Babeshkumar Patel	1280 Union University Drive	Jackson	Tennessee	38305	(731) 240-1998
	Lacy and Joshua Horne	1900 Roan Street	Johnson City	Tennessee	37601	(423) 900-2522
	Lacy and Joshua Horne	1229 North Eastman Road Suite 205	Kingsport	Tennessee	37664	(423) 530-7045
	Caleb Moore and Eve Winstead	2012 Cumberland Avenue	Knoxville	Tennessee	37916	(865) 312-9470
*	Jody Willeman	128 N. Cedar Bluff Rd.	Knoxville	Tennessee	37923	(865) 985-0344
*	Ethan Blanchard, Milo Leakehe, and Zachary McKinley	6481 Kingston Pike	Knoxville	Tennessee	37919	(865) 338-9020

	Babeshkumar Patel	TBD	Knoxville	Tennessee	TBD	(216) 409-3818
*	Ethan Blanchard, Milo Leakehe, and Zachary McKinley	TBD	Knoxville	Tennessee	TBD	(801) 822-7245
*	Ethan Blanchard, Milo Leakehe, and Zachary McKinley	TBD	Knoxville	Tennessee	TBD	(801) 822-7245
	Megha, Manish, and Kush Patel	2040 Town Center Boulevard	Knoxville	Tennessee	37922	(865) 290-4980
*	Gunjan and Ankit Patel	TBD	Kodak	Tennessee	TBD	(423) 237-4159
	Prakash Patel	1443 West Main Street, Suite 400	Lebanon	Tennessee	37087	(615) 784-4007
*	Gunjan and Ankit Patel	TBD	Lenior	Tennessee	TBD	(423) 237-4159
	Sachin Patel	2156 Gallatin Pike	Madison	Tennessee	37115	(615) 265-0230
	Bhagyesh Patel	TBD	Manchester	Tennessee	TBD	(615) 473-0845
	Bhagyesh Patel	TBD	McMinnville	Tennessee	TBD	(615) 473-0845
	Jigna Patel	1779 Kirby Parkway, Suite 3	Memphis	Tennessee	38138	(901) 758-8666
*	Jigna Patel	765 North Germantown Parkway	Memphis	Tennessee	38018	(901) 755-1008
*	Nilesh “Neal” and Jigna Patel	1708 North Union Avenue	Memphis	Tennessee	38104	(501) 240-6554
	Yogesh Kumar and Rutvik Patel	7706 Winchester Road Suite 107	Memphis	Tennessee	38125	(901) 590-3676
	Richie and Jigna Patel	3585 Austin Peay	Memphis	Tennessee	38128	(901) 730-1791
*	Krush and Jigna Patel	TBD	Memphis	Tennessee	TBD	(501) 529-4914
*	Krush and Jigna Patel	TBD	Memphis	Tennessee	TBD	(501) 529-4914
	Robert Schmidt	8253 Hwy 51, Suite 101	Millington	Tennessee	38053	(901) 872-0370
	Gunjana and Ankit Patel	140 Hatfield Drive, Suite 2	Morristown	Tennessee	37814	(423) 616-0211
*	Michael Crawley	TBD	Mt. Juliet	Tennessee	TBD	(615) 483-6086
	Bhavinkumar and Janki Patel	1855 Medical Center Parkway, Suite E	Murfreesboro	Tennessee	37129	(615) 225-8024

	Prakash Patel	TBD	Murfreesboro	Tennessee	TBD	(848) 248-1456
	Bhavinkumar and Saurin Patel	TBD	Murfreesboro	Tennessee	TBD	(803) 908-8178
	Brijesh Patel	7630 Highway 70 S. Suite 301	Nashville	Tennessee	37221	(615) 712-8974
*	Arriel and Todd Walton, and ChansLyn Owen	TBD	Nashville	Tennessee	TBD	(702) 327-6276
*	Sachin Patel	TBD	Nashville	Tennessee	TBD	(848) 219-9427
*	Sachin Patel	7078 Charlotte Pike	Nashville	Tennessee	37209	(615) 471-0700
*	Sachin Patel	412 11 th Avenue North	Nashville	Tennessee	37203	(615) 558-0660
*	Sachin Patel	TBD	Nashville	Tennessee	TBD	(848) 219-9427
*	Sachin Patel	TBD	Nashville	Tennessee	TBD	(848) 219-9427
*	Michael Crawley	TBD	Nashville	Tennessee	TBD	(615) 483-6086
*	Michael Crawley	TBD	Nashville	Tennessee	TBD	(615) 483-6086
*	Michael Crawley	TBD	Nashville	Tennessee	TBD	(615) 483-6086
*	Michael Crawley	TBD	Nashville	Tennessee	TBD	(615) 483-6086
*	Ethan Blanchard, Milo Leakehe, and Zachary McKinley	239 South Illinois Avenue	Oak Ridge	Tennessee	37830	(865) 294-4951
	Manojkumar Patel	TBD	Oakland	Tennessee	TBD	(912) 704-5771
*	Paresh and Amee Patel	TBD	Ooltewah	Tennessee	TBD	(205) 587-5600
	Krunalkumar and Pinika Patel	2430 Teaster Lane, Suite 114	Pigeon Forge	Tennessee	37863	(865) 429-1800
*	Arriel and Todd Walton, and ChansLyn Owen	479 Sam Ridley Parkway, Suite 110	Smyrna	Tennessee	37167	(615) 558-4370
	Ted Reed	1017 Crossings Blvd.	Spring Hill	Tennessee	37174	(931) 451-7899
*	Michael Crawley	2805 Memorial Boulevard, Unit 1	Springfield	Tennessee	37172	(615) 483-6086
*	Michael Crawley	TBD	Springfield	Tennessee	TBD	(615) 483-6086
	Bhagyesh Patel	930 North Jackson Street Suite 300	Tullahoma	Tennessee	37388	(931) 343-6830
*	Michael Crawley	613 Highway 76	Whitehouse	Tennessee	37188	(615) 461-6481
	Richie and Jigna Patel	TBD	Wolf Chase	Tennessee	TBD	(501) 316-7264

*	Pareshbhai and Ankit Patel	TBD	Woodfield Park	Tennessee	TBD	(513) 816-3745
*	Glen Johnson and Nick Crouch	4134 Buffalo Gap Road	Abilene	Texas	79605	(325) 704-5900
	Grant Watkins	TBD	Abilene	Texas	TBD	(432) 413-9525
*	Kamran Jamal	TBD	Addison	Texas	TBD	(847) 525-6259
*	Nimisha and Yash Patel	TBD	Aledo	Texas	TBD	(609) 751-3522
	Dhrumilkumar, Parth, Nareshkumar and Jignesh Patel	880 West Exchange Parkway Suite 1160	Allen	Texas	75013	(214) 785-7735
	Glen Johnson and Nick Crouch	4280 S Soncy Rd, Suite 100	Amarillo	Texas	79119	(806) 353-1010
*	Glen Johnson and Nick Crouch	1909 Georgia Street South	Amarillo	Texas	79109	(806) 398-0025
	David Funkhouser	1108 N. Collins	Arlington	Texas	76011	(682) 276-6008
	David Funkhouser	TBD	Arlington	Texas	TBD	(310) 750-7700
*	Juan Guzman	4407 Little Road, Suite 655	Arlington	Texas	76016	(682) 587-4278
*	Juan Guzman	TBD	Arlington	Texas	TBD	(817) 304-9032
*	Sagarkumar, Parth and Rushabh Bhakta	TBD	Atascocita	Texas	TBD	(281) 704-8284
*	Grant Watkins	TBD	Austin	Texas	TBD	(432) 413-9525
	Eric and Nicole White	9600 Escarpment Boulevard, Building H, Suite 900	Austin	Texas	78749	(512) 300-0271
	Sameer Abrol	TBD	Austin	Texas	TBD	(817) 913-1843
	Lindsey Weems and Andrew Joseph Spahn	7301 RR 620 North, Suite 130	Austin	Texas	78726	(512) 297-2324
	Lindsey Weems and Andrew Joseph Spahn	815 West 47 th Street, Suite 102B	Austin	Texas	78751	(512) 243-8053
	Ramilaben, Ankit and Kavita Patel	8534 South Congress Avenue Unit 100	Austin	Texas	78745	(512) 291-6280

*	Avani and Kajal Patel	TBD	Austin	Texas	TBD	(630) 263-1195
*	Andrew Joseph Spahn and Lindsey Weems	500 West Canyon Ridge Drive Suite L350	Austin	Texas	78753	(737) 301-0308
*	Andrew Joseph Spahn and Lindsey Weems	TBD	Austin	Texas	TBD	(214) 207-8428
*	Andrew Joseph Spahn and Lindsey Weems	TBD	Austin	Texas	TBD	(214) 207-8428
*	Andrew Joseph Spahn and Lindsey Weems	TBD	Austin	Texas	TBD	(214) 207-8428
*	Andrew Joseph Spahn and Lindsey Weems	TBD	Austin	Texas	TBD	(214) 207-8428
*	Pareshbhai Nandubhai Patel	TBD	Austin	Texas	TBD	(731) 293-4155
*	Olaide Ajayi, Ishwara Sankara, Cory Collinge Gregory Smith, and James Stanford	TBD	Azle	Texas	TBD	(214) 814-1902
	Hannah, Kia, Arahd and Armon Kohan	TBD	Azle	Texas	TBD	(817) 343-2626
*	Avani and Kajal Patel	717 Highway 71, Suite 400	Bastrop	Texas	78602	(512) 650-3180
*	Mansour Hijazi	6040 Garth Road, Suite 60	Baytown	Texas	77521	(281) 768-1161
*	Hiren and Charmi Patel	249 Dowlen Road	Beaumont	Texas	77706	(409) 247-3051
*	Hiren and Charmi Patel	TBD	Beaumont	Texas	TBD	(973) 342-1421
*	Hiren and Charmi Patel	TBD	Beaumont	Texas	TBD	(973) 342-1421
*	Hiren and Charmi Patel	TBD	Beaumont	Texas	TBD	(973) 342-1421
*	Cristina Quiroz	TBD	Belton	Texas	TBD	(915) 929-6382
*	Olaide Ajayi, Ishwara Sankara, Cory Collinge Gregory Smith, and James Stanford	TBD	Benbrook	Texas	TBD	(214) 814-1902
*	Carlos and Rafael Varela	3230 Pablo Kisel Boulevard	Brownsville	Texas	78526	(956) 621-1519

	Suite E-113				
*	Carlos and Rafael Varela	2715 Boca Chica Boulevard	Brownsville	Texas	78521 (956) 443-0521
	Suite 1-A				
*	Rafael and Carlos Varela	TBD	Brownsville	Texas	TBD (958) 574-9787
*	Rafael and Carlos Varela	TBD	Brownsville	Texas	TBD (958) 574-9787
*	Rafael and Carlos Varela	TBD	Brownsville	Texas	TBD (958) 574-9787
*	Rafael and Carlos Varela	TBD	Brownsville	Texas	TBD (956) 574-9787
*	Rafael and Carlos Varela	TBD	Brownsville	Texas	TBD (958) 574-9787
*	Rafael and Carlos Varela	TBD	Brownsville	Texas	TBD (956) 574-9787
*	Grant Watkins	436 East Commerce Street	Brownwood	Texas	76801 (325) 237-0740
	Farhan Hyder	TBD	Bulverde	Texas	TBD (210) 445-7989
*	Olaide Ajayi, Ishwara Sankara, Cory Collinge, Gregory Smith, and James Stanford	826 SW Wilshire Blvd, Suite 116	Burleson	Texas	76028 (817) 386-7910
*	Glen Johnson and Nick Crouch	1004 E Hebron Pkwy	Carrollton	Texas	75010 (469) 557-1919
	Glen Johnson and Nick Crouch	TBD	Carrollton	Texas	TBD (501) 442-0089
*	Joseph Omobogie	TBD	Cedar Hill	Texas	TBD (972) 880-2580
	Alonzo Soliz Jr.	1465 East Whitestone Boulevard	Cedar Park	Texas	78613 (512) 259-5472
*	Alonzo Soliz Sr., and Alonzo Solis Jr.	1540 Cypress Creek Road	Cedar Park	Texas	78613 (737) 212-0396
	Ashokkumar and Riteshkumar Patel	310 University Drive East, Suite 200	College Station	Texas	77840 (979) 485-9417
	Ashokkumar and Riteshkumar Patel	1255 Arrington Road, Suite 600	College Station	Texas	77845 (979) 485-1875
*	Hasanali and Noman Momin, and Amirali and Shafiq Marediya	215 South Loop 336 West, Suite 200	Conroe	Texas	77304 (936) 494-0094

*	Carlos and Rafael Varela	7514 South Padre Island Drive, Suite 101	Corpus Christi	Texas	78412	(361) 257-1866
	Jagriti Gupta and Binu Agrawal	28610 Highway 290, Suite F13	Cypress	Texas	77433	(281) 758-5839
*	Hiren and Charmi Patel	7714 Fry Road, Unit 100	Cypress	Texas	77433	(281) 815-5858
	Smit Shah and Prachee Patel	4560 West Mockingbird Lane Suite 118	Dallas	Texas	75209	(214) 351-7037
*	Smit Shah	5315 Greenville Ave, Suite 105	Dallas	Texas	75206	(214) 377-9157
	Karan Singh and Andy Panwar	TBD	Dallas	Texas	TBD	(917) 816-7329
*	Hicham Salloum, Ali El-Moussawi, and Mojtaba Salame	TBD	Dallas	Texas	TBD	(972) 809-3773
*	Hicham Salloum, Ali El-Moussawi, and Mariam Chouman	TBD	Dallas	Texas	TBD	(972) 809-3773
*	Glen Johnson and Nick Crouch	1807 West University Drive	Denton	Texas	76201	(940) 331-0066
*	Courtney Swanigan	TBD	DeSoto	Texas	TBD	(818) 675-1564
*	Glen Johnson and Nick Crouch	8401 Justin Road, Suite 100	Double Oak	Texas	75077	(469) 750-3737
*	Carlos and Rafael Varela	508 W. Trenton Road Suite 1	Edinburg	Texas	78539	(956) 330-8631
	Kaleb and Paula Warnock	1513 North Zaragoza Road	El Paso	Texas	79925	(915) 303-7080
*	Kaleb and Paula Warnock	8889 Gateway West Building 2100	El Paso	Texas	79925	(915) 259-0400
*	Kaleb and Paula Warnock, and Paul Beltran	5905 N. Mesa Street	El Paso	Texas	79912	(915) 271-8035
	Kaleb and Paula Warnock, and Paul Beltran	7722 Paseo del Norte	El Paso	Texas	79912	(915) 600-5595

*	Kaleb Warnock	3440 Joe Battle Boulevard	El Paso	Texas	79938	(915) 205-0838
*	Kaleb Warnock	4830 Woodrow Bean Transmountain Drive, Suite B	El Paso	Texas	79924	(915) 412-5400
*	Kaleb Warnock	601 North Mesa Street, Suite 130	El Paso	Texas	79901	(915) 257-1931
	Kaleb Warnock	1881 George Dieter Suite A	El Paso	Texas	79936	(915) 222-8920
	Kaleb Warnock	TBD	El Paso	Texas	TBD	(915) 519-4213
*	Courtney Swanigan	TBD	Ennis	Texas	TBD	(818) 675-1564
*	Glen Johnson and Nick Crouch	2840 Flower Mound Road, Suite 160	Flower Mound	Texas	75022	(469) 314-2400
	Kavitaben, Meetkumar, Kush and Nitinkumar Patel	471 Marketplace Boulevard Suite 240	Forney	Texas	75126	(972) 357-7175
	Glen Johnson and Nick Crouch	4620 SW Loop 820	Fort Worth	Texas	76109	(817) 763-8552
	Glen Johnson and Nick Crouch	2700 Presidio Vista Drive Suite 120	Fort Worth	Texas	76177	(817) 349-0096
*	Glen Johnson and Nick Crouch	5605 N Tarrant Parkway	Fort Worth	Texas	76244	(817) 849-9144
*	Olaide Ajayi, Ishwara Sankara, Cory Collinge, Gregory Smith, and James Stanford	2821 W. Berry Street	Fort Worth	Texas	76109	(817) 615-9354
	Olaide Ajayi, Ishwara Sankara, Cory Collinge, Gregory Smith, and James Stanford	1103 Green Oak Rd	Fort Worth	Texas	76116	(817) 615-9384
*	Courtney Swanigan	5216 Sycamore School Road Suite 100	Fort Worth	Texas	76123	(632) 339-4120
	Eric M. Wood	TBD	Fort Worth	Texas	TBD	(817) 903-7827

*	Mansour Hijazi	1720 South Friendswood Drive, Suite 110	Friendswood	Texas	77546	(281) 993-4208
	Dhruilkumar, Parth, Nareshkumar and Jignesh Patel	3301 Preston Road, Suite 6	Frisco	Texas	75034	(972) 294-5031
	David Lim	5110 Eldorado Parkway #150	Frisco	Texas	75033	(469) 731-1023
*	Glen Johnson and Nick Crouch	8161 FM 423 Suite #260	Frisco	Texas	75034	(469) 389-0016
	Darshani Dave	TBD	Frisco	Texas	TBD	(630) 276-9074
*	Kamran Jamal	5345 North Garland Avenue Suite 300	Garland	Texas	75040	(469) 797-0190
*	Michael and Kara Sheppard	19388 Ronald Reagan Boulevard, Suite 620	Georgetown	Texas	78628	(512) 843-4004
*	Matthew and Tracy Cohen	4620 Williams Drive Suite 101-B	Georgetown	Texas	78633	(516) 904-4740
*	Matthew and Tracy Cohen	2080 Westinghouse Road Suite 101	Georgetown	Texas	78626	(512) 704-7640
*	Nimisha and Yash Patel	1151 East US Highway 377, Suite 105	Granbury	Texas	76048	(682) 339-6130
*	Olaide Ajayi, Ishwara Sankara, Cory Collinge, Gregory Smith, and James Stanford	2800 West Camp Wisdom Road	Grand Prairie	Texas	75052	(214) 677-0886
*	Parth and Nareshkumar Patel	TBD	Grand Prairie	Texas	TBD	(973) 452-0444
*	Hicham Salloum, Ali El-Moussawi, and Mojtaba Salame	845 East Northwest Highway, Suite 301	Grapevine	Texas	76051	(817) 722-6002
*	Hicham Salloum, Ali El-Moussawi, and Mojtaba Salame	2040 Glade Road Suite 301	Grapevine	Texas	76051	(817) 554-2006
	Pratik Chheda and Jay Patel	3918 I-30 Frontage Road	Greenville	Texas	75402	(430) 205-3295
	Cristina and Hector Quiroz, and Gaston Baza Jr.	300 E. Central Texas Expressway	Harker Heights	Texas	76548	(254) 213-9011

	Suite 400				
*	Jose, Carlos, and Rafael Varela	6710 W Expressway 83	Harlingen	Texas	78552 (956) 245-7359
*	Rafael and Carlos Varela	TBD	Harlingen	Texas	TBD (958) 574-9787
*	Rafael and Carlos Varela	TBD	Harlingen	Texas	TBD (958) 574-9787
*	Rafael and Carlos Varela	TBD	Harlingen	Texas	TBD (956) 574-9787
*	Rafael and Carlos Varela	TBD	Harlingen	Texas	TBD (956) 574-9787
*	Rafael and Carlos Varela	TBD	Harlingen	Texas	TBD (958) 574-9787
	Sweta Patel, Shashank Trivedi, and Kaushal Brahmabhatt	2550 City West Boulevard #200	Houston	Texas	77042 (832) 834-6074
	Sweta and Brijesh Patel, and Madiha Hamani	12020 Farm to Market 1960 Suite 300	Houston	Texas	77065 (281) 401-9465
	Swapnil, Priyank and Hetal Patel	920 Studemont Street	Houston	Texas	77007 (832) 649-8565
	Brijesh and Sweta Patel	TBD	Houston	Texas	TBD (832) 513-0717
	Swapnil, Priyank and Hetal Patel	1717 West 34 th Street, Suite 200	Houston	Texas	77018 (713) 485-5949
	Jagriti Gupta and Binu Agrawal	1531 Elridge Parkway Unit 140	Houston	Texas	77077 (281) 293-2233
*	Binu Agrawal and Jagriti Gupta	TBD	Houston	Texas	TBD (818) 456-4200
*	Kiedra James	5403 Farm to Market 1960 Road West, Suite B	Houston	Texas	77069 (281) 781-7047
*	Kiedra James	TBD	Houston	Texas	TBD (832) 746-5504
*	Kiedra James	TBD	Houston	Texas	TBD (832) 746-5504
*	Hiren and Charmi Patel	8733 Highway 6 South, Unit A	Houston	Texas	77083 (346) 458-4550
*	Hiren and Charmi Patel	TBD	Houston	Texas	TBD (973) 342-1421
*	Brent Partin and William Long	TBD	Houston	Texas	TBD (713) 557-4434
*	Brent Partin and William Long	TBD	Houston	Texas	TBD (713) 557-4434
*	Mansour Hijazi	TBD	Houston	Texas	TBD (225) 439-9048

*	Mansour Hijazi	TBD	Houston	Texas	TBD	(225) 439-9048
*	Mansour Hijazi	TBD	Houston	Texas	TBD	(225) 439-9048
*	Sagarkumar, Parth and Rushabh Bhakta	9455 North Sam Houston Parkway East, Suite 900	Humble	Texas	77396	(281) 318-7053
*	Sagarkumar, Parth and Rushabh Bhakta	8910 Farm to Market 1960 Bypass West Road Suite 500	Humble	Texas	77338	(832) 777-6398
	Ashokkumar and Riteshkumar Patel	TBD	Huntsville	Texas	TBD	(508) 353-6977
*	Glen Johnson and Nick Crouch	760 Airport Freeway Suite 400	Hurst	Texas	76054	(817) 952-3151
*	Alonzo Soliz Sr., and Alonzo Solis Jr.	326 Ed Schmidt Blvd, Suite 120	Hutto	Texas	78634	(512) 846-4008
*	Parth and Nareshkumar Patel	6550 North MacArthur Boulevard Suite 120	Irving	Texas	75039	(214) 812-9549
*	Parth and Nareshkumar Patel	TBD	Irving	Texas	TBD	(973) 452-0444
*	Stuart McLendon, Gregory Breen, and William David Robertson	TBD	Jacksonville	Texas	TBD	(501) 590-8370
	Hemalkumar and Jignesh Patel	6445 FM 1463, Sute 190	Katy	Texas	77494	(281) 346-8932
	Hemalkumar and Jignesh Patel	TBD	Katy	Texas	TBD	(832) 875-9315
	Jagriti Gupta and Binu Agrawal	23053 Clay Road, Ste. 100	Katy	Texas	77493	(346) 257-4825
*	Binu Agrawal and Jagriti Gupta	25785 Katy Freeway, Suite 100	Katy	Texas	77494	(832) 437-9940
*	Stuart McLendon, Gregory Breen, and William David Robertson	TBD	Kilgore	Texas	TBD	(501) 590-8370
	Cristina Quiroz and Gaston Baza, Jr.	1103 S. Fort Hood Street	Killeen	Texas	76541	(254) 213-9011

	Sagarkumar, Parth and Rushabh Bhakta	20045 Northpark Drive, Suite 200	Kingwood	Texas	77339	(281) 973-8442
*	Carlos and Rafael Varela	4460 Farm to Market 1626, Suite 100	Kyle	Texas	78640	(512) 649-5999
*	Brent Partin and William Long	4975 Farm to Market 1764 Unit A #100	La Marque	Texas	77568	(409) 247-3060
*	Brent Partin and William Long	TBD	La Porte	Texas	TBD	(713) 557-4434
*	Avani and Kajal Patel	TBD	Lago Vista	Texas	TBD	(630) 263-1195
*	Bennie Ashley and Joshua Lorenzo	101 Winding Way, Suite I	Lake Jackson	Texas	77566	(979) 316-3412
*	Joshua Lorenzo and Bennie Ashley	TBD	Lake Jackson	Texas	TBD	(602) 918-0822
*	Olaide Ajayi, Ishwara Sankara, Cory Collinge, Gregory Smith, and James Stanford	6116 Lake Worth Boulevard, Suite 500	Lake Worth	Texas	76135	(682) 250-5002
	William Long and Brent Partin	2575 East League City Parkway #120	League City	Texas	77573	(281) 334-1872
*	Brent Partin William Long	2805- I Gulf Freeway South	League City	Texas	77573	(281) 678-8148
	Alonzo Soliz Jr.	13112 Hero Way West	Leander	Texas	78641	(512) 791-6546
*	Kamran Jamal	4690 Windhaven Parkway, Suite 300	Lewisville	Texas	75056	(214) 407-8765
*	Glen Johnson and Nick Crouch	26742 E University Dr, Building 1 Suite 300	Little Elm	Texas	76227	(469) 444-9377
	Glen Johnson and Nick Crouch	2520 82 nd Street	Lubbock	Texas	79423	(806) 745-1755
	Glen Johnson and Nick Crouch	5139 80 th Street	Lubbock	Texas	79424	(804) 783-0160
*	Glen Johnson and Nick Crouch	2422 19 th Street	Lubbock	Texas	79401	(806) 412-6607
	Jayshree Patel and Foram Patel Dubey	5417 FM 1488 Road	Magnolia	Texas	77354	(281) 789-4595
*	Kaleb and Paula Warnock, and Christopher Barth	13371 Farm to Market, Suite 110	Magnolia	Texas	77354	(281) 466-3313
*	Pareshbhai Nandubhai and Kartik Ramjibhai Patel	TBD	Manor	Texas	TBD	(731) 293-4155

*	Olaide Ajayi, Ishwara Sankara, Cory Collinge, Gregory Smith, and James Stanford	2751 E Broad St, Suite 121	Mansfield	Texas	76063	(682) 422-3045
*	Mansour Hijazi	19431 Highway 6, Suite 100	Manvel	Texas	77578	(281) 692-2161
*	Avani and Kajal Patel	TBD	Marble Falls	Texas	TBD	(630) 263-1195
*	Terry Myers	TBD	Marshall	Texas	TBD	(318) 308-3138
*	Carlos and Rafael Varela	3817 North 10 th Street, Suites 1-2	McAllen	Texas	78501	(956) 331-8887
*	Rafael and Carlos Varela	TBD	McAllen	Texas	TBD	(956) 574-9787
*	Rafael and Carlos Varela	TBD	McAllen	Texas	TBD	(958) 574-9787
*	Rafael and Carlos Varela	TBD	McAllen	Texas	TBD	(956) 574-9787
*	Rafael and Carlos Varela	TBD	McAllen	Texas	TBD	(958) 574-9787
	Daniel Hall	3805 W University Dr, Suite 300	McKinney	Texas	75071	(972) 540-7890
	Dhrumilkumar, Parth, Nareshkumar and Jignesh Patel	6675 South Custer Road Suite 100	McKinney	Texas	75070	(214) 548-4600
	Glen Johnson and Nick Crouch	1910 W Loop 250, Suite A	Midland	Texas	79707	(432) 203-7030
*	Olaide Ajayi, Ishwara Sankara, Cory Collinge Gregory Smith, and James Stanford	TBD	Midlothain	Texas	TBD	(214) 814-1902
*	Olaide Ajayi, Ishwara Sankara, Cory Collinge Gregory Smith, and James Stanford	310 Harvest Hill Dr., Suite 110	Midlothian	Texas	76065	(469) 672-6064
*	Rafael and Carlos Varela	801 North Shary Road, Suite 180	Mission	Texas	78572	(908) 574-3330
	Jagriti Gupta and Binu Agrawal	7022 State Highway 6, Suite 900	Missouri City	Texas	77459	(281) 969-5839
*	Brent Partin and William Long	9737 Eagle Drive, Suite 100	Mont Belvieu	Texas	77523	(832) 690-6292

	Jatingiri and Shaishavgiri Goswami, Jagdishgir Gosai, and Devraj Atit	226 E FM 544, Suite 110	Murphy	Texas	75094	(972) 423-8111
	Zack Minter	4415 North Street, Suite 101	Nacogdoches	Texas	75964	(936) 282-5100
*	Joseph Nathaniel O'Hare	2180 TX 46 W.	New Braunfels	Texas	78132	(830) 387-4700
*	Glen Johnson and Nick Crouch	TBD	Norman	Texas	TBD	(501) 442-0089
	Karishma and Hem Shah, and Shivangi and Parth Patel	5198 Rufe Snow Drive, Suite 126	North Richland Hills	Texas	76180	(682) 339-1910
*	Joseph Nathaniel O'Hare	21918 US Highway 281	North San Antonio	Texas	78258	(210) 265-5947
*	Glen Johnson and Nick Crouch	4015 East 42 nd Street, Suite A100	Odessa	Texas	79762	(432) 538-8050
	Albino Cortoreal	7333 Fairmont Parkway, Suite 100	Pasadena	Texas	77505	(346) 499-7051
	Kiara Frederick and Keisha Hudson	9330 Broadway Suite 104	Pearland	Texas	77584	(281) 721-2121
*	Brent Partin and William Long	TBD	Pearland	Texas	TBD	(713) 557-4434
*	Matthew and Tracy Cohen	2100 Autumn Slate Drive Suite 100	Pflugerville	Texas	78660	(512) 551-9800
*	Carlos and Rafael Varela	2101 N Cage Blvd, Suite 112	Pharr	Texas	78577	(956) 601-0003
	Uma Modi	1937 Preston Road Unit 1004	Plano	Texas	75093	(972) 248-6900
	Jesse and Brandy Zogleman	901 West 15 th Street, Suite B	Plano	Texas	75075	(469) 298-3775
	Pamela Farley	TBD	Portland	Texas	TBD	(361) 790-4062
	Pratik Chheda and Jay Patel	1501 W Princeton Dr	Princeton	Texas	75407	(469) 378-3856
	Jesse and Brandy Zogleman	TBD	Prosper	Texas	TBD	(214) 980-4365
	Jesse and Brandy Zogleman	2001 N Preston Rd	Prosper	Texas	75078	(469) 298-3775
*	Majed Saleh	TBD	Richardson	Texas	TBD	(469) 877-0340

	Jignesh Patel	5620 West Grand Parkway South, Suite A	Richmond	Texas	77406	(832) 595-0499
*	Carlos and Rafael Varela	4359 US Expressway 83 Suite 101	Rio Grande City	Texas	78582	(956) 646-1240
*	Glen Johnson and Nick Crouch	720 South Highway 377, Suite 100	Roanoke	Texas	76262	(682) 363-0079
	Pamela Farley	2355 State Highway 35 North	Rockport	Texas	78382	(361) 790-5222
	Kavitaben, Meetkumar, Kush and Nitinkumar Patel	3021 Ridge Road, Suite 103	Rockwall	Texas	75032	(469) 769-7270
	Anand and Fena Patel, and Al Nasir and Nikil Rayani	6726 Reading Road, Suite 110	Rosenberg	Texas	77471	(832) 451-6487
*	Matthew and Tracy Cohen	17420 RM 620, Suite 110	Round Rock	Texas	78681	(512) 243-5838
*	Matthew Cohen	2980 Joe DiMaggio Boulevard, Suite 100	Round Rock	Texas	78665	(512) 520-5821
*	Joseph Omobogie	TBD	Rowlett	Texas	TBD	(972) 880-2580
*	Majed Saleh	8010 State Highway 78 Suite 200	Sachse	Texas	75048	(469) 298-3138
*	Majed Saleh	TBD	Sachse	Texas	TBD	(469) 877-0340
	Grant Watkins	3129 Knickerbocker Road	San Angelo	Texas	76904	(325) 703-6155
*	Joseph Nathaniel O'Hare	TBD	San Antonio	Texas	TBD	(915) 252-0677
	Pamela Ozowalu	9222 Potranco Road Suite 104	San Antonio	Texas	78251	(210) 455-0344
*	Pamela Ozowalu	17038 Fiesta Texas Drive, Suite 107	San Antonio	Texas	78256	(210) 694-1322
*	Pamela Ozowalu	4331 Medical Drive, Suite 205	San Antonio	Texas	78229	(210) 870-6832
*	Pamela Ozowalu	11620 Bandera Road, Suite 101	San Antonio	Texas	78250	(210) 957-2022

*	Avani and Hiral Patel	17134 Bulverde Road, Suite 108	San Antonio	Texas	78247	(210) 259-8811
*	Hiral Makwana and Avani Patel	TBD	San Antonio	Texas	TBD	(217) 693-1390
	Steven Johns	3551 Roger Brooke Drive, Building 3600	San Antonio	Texas	78234	(210) 916-7723
*	Kaleb and Ben Warnock	TBD	San Antonio	Texas	TBD	(915) 519-4213
*	Kaleb and Ben Warnock	TBD	San Antonio	Texas	TBD	(915) 519-4213
*	Kaleb and Ben Warnock	TBD	San Antonio	Texas	TBD	(915) 519-4213
*	Kaleb and Ben Warnock	TBD	San Antonio	Texas	TBD	(915) 519-4213
*	Kaleb and Ben Warnock	TBD	San Antonio	Texas	TBD	(915) 519-4213
*	Kaleb and Ben Warnock	TBD	San Antonio	Texas	TBD	(915) 519-4213
*	Kaleb and Ben Warnock	TBD	San Antonio	Texas	TBD	(915) 519-4213
*	Kaleb and Ben Warnock	TBD	San Antonio	Texas	TBD	(915) 519-4213
*	Carlos and Rafael Varela	500 US-77, Suite 201	San Benito	Texas	78586	(956) 276-4100
	Steven Johns	17331 IH35	Schertz	Texas	78154	(210) 444-9085
	Steven Johns	TBD	Schertz	Texas	TBD	(301) 928-3352
	Swetal Patel, and Rakeshkumar and Hetalben Desai	19075 Interstate 45 S Suite 116C	Shenandoah	Texas	77385	(936) 266-0593
	Brandy and Jesse Zogleman	TBD	Sherman	Texas	TBD	(214) 980-4365
*	Carlos and Rafael Varela	410 Padre Boulevard Suite 113	South Padre Island	Texas	78597	(956) 433-5259
*	Glen Johnson and Nick Crouch	100 West Southlake Boulevard, Suite 80	Southlake	Texas	76092	(682) 286-6222
	Kaleb Warnock	5921 Farm to Market 2920, Suite C	Spring	Texas	77388	(713) 389-5886
*	Hasanali and Noman Momin, and Amirali and Shafiq Mareidiya	2019 Spring Stuebner Road	Spring	Texas	77389	(281) 323-4200
*	Hasanali and Noman Momin, and Amirali and Shafiq Mareidiya	TBD	Spring	Texas	TBD	(713) 820-3501

*	Kaleb Warnock and Christopher Barth	3135 Riley Fuzzel Suite 101	Spring	Texas	77386	(281) 805-0970
	Kelechi and Kenechukwu Enekebe, and Charles and Azuka Ibeanu	3607 S. Main St. Suite 114	Stafford	Texas	77477	(281) 902-6454
	Jagriti Gupta and Binu Agrawal	13540 University Blvd #200	Sugar Land	Texas	77479	(281) 778-8767
*	Joseph Omobogie	TBD	Sunnyvale	Texas	TBD	(972) 880-2580
*	Pareshbhai Nandubhai and Kartik Ramjibhai Patel	TBD	Taylor	Texas	TBD	(731) 293-4155
*	Carlos and Rafael Varela	TBD	TBD	Texas	TBD	(958) 574-9787
*	Cristina Quiroz	7348 West Adams Avenue, Suite 500	Temple	Texas	76502	(254) 254-1819
	William David Robertson and Gregory Breen	4845 Texas Boulevard	Texarkana	Texas	75503	(903) 735-9888
	William David Robertson and Gregory Breen	2509 Richmond Road Unit #15	Texarkana	Texas	75503	(903) 334-7603
*	Joshua Lorenzo and Bennie Ashley	TBD	Texas City	Texas	TBD	(602) 918-0822
*	Stuart McLendon, Gregory Breen, and William David Robertson	TBD	Tyler	Texas	TBD	(501) 590-8370
	John McNeill	3202 North Navarro Street	Victoria	Texas	77901	(361) 579-7977
	Fenil Patel	922 South 10 th Street, Suite 200	Waco	Texas	76706	(254) 235-0448
	Eric M. Wood	2002 Enterprise Pkwy Ste 100	Waxahachie	Texas	75165	(469) 678-2233
	Olaide Ajayi, Ishwara Sankara, Cory Collinge, Gregory Smith, and James Stanford	1302 S. Main Street	Weatherford	Texas	76086	(817) 550-6248
*	Carlos and Rafael Varela	1121 West IH 2, Suite K	Weslaco	Texas	78596	(956) 733-7771

*	Pareshbhai Nandubhai and Kartik Ramjibhai Patel	TBD	West Lake Hills	Texas	TBD	(731) 293-4155
	Nirav, Rohit and Rakesh Patel	TBD	Wichita Falls	Texas	TBD	(316) 200-5139
*	Kaleb and Paula Warnock, and Christopher Barth	702 West Montgomery Street	Willis	Texas	77378	(936) 666-5150
	Cody Sommer	1190 Sage Drive, Unit A	Cedar City	Utah	84720	(435) 267-0382
	Cody Sommer	233 North Airport Road	Cedar City	Utah	84721	(435) 586-1447
*	Cody Sommer	3158 East 6200 Suite A	Holladay	Utah	84121	(801) 676-9183
*	Dennis and Jacob Webb, and April Miller	TBD	Houston	Utah	TBD	(801) 644-9532
*	Dennis and Jacob Webb, and April Miller	TBD	Houston	Utah	TBD	(801) 644-9532
*	Cody Sommer	32 South 1350 West	Hurricane	Utah	84737	(435) 272-1259
*	Bryce and Blake Mortenson	709 S Main, Suite 110	Logan	Utah	84321	(435) 554-1953
*	Bryce and Blake Mortenson	TBD	Logan	Utah	TBD	(435) 764-9282
	Bryce and Blake Mortenson	TBD	Logan	Utah	TBD	(435) 512-6762
*	Dennis and Jacob Webb, and April Miller	4748 South Highland Drive	Millcreek	Utah	84117	(801) 998-8249
*	Dennis and Jacob Webb, and April Miller	1351 Wall Avenue	Ogden	Utah	84404	(435) 222-3820
*	Dennis and Jacob Webb, and April Miller	420 West 2700 North, Suite 100	Pleasant View	Utah	84414	(385) 205-6020
*	Cody Sommer	4585 W 13400 S	Riverton	Utah	84096	(801) 878-4299
*	Dennis and Jacob Webb, and April Miller	6040 South 3500 West Suite A	Roy	Utah	84067	(801) 973-5909
	Cody Sommer	1010 East Red Hill Parkway	Saint George	Utah	84770	(435) 656-5508
	Cody Sommer	1622 West Sunset Boulevard	Saint George	Utah	84770	(435) 986-4474
*	Cody Sommer	TBD	Salt Lake City	Utah	TBD	(801) 410-7985

*	Cody Sommer	TBD	Salt Lake City	Utah	TBD	(801) 410-7985
*	Dennis and Jacob Webb, and April Miller	TBD	Salt Lake City	Utah	TBD	(801) 644-9532
*	Dennis and Jacob Webb, and April Miller	TBD	Salt Lake City	Utah	TBD	(801) 644-9532
*	Dennis and Jacob Webb, and April Miller	TBD	Salt Lake City	Utah	TBD	(801) 644-9532
*	Dennis and Jacob Webb, and April Miller	TBD	Salt Lake City	Utah	TBD	(801) 644-9532
*	Dennis and Jacob Webb, and April Miller	TBD	Salt Lake City	Utah	TBD	(801) 644-9532
*	Dennis and Jacob Webb, and April Miller	TBD	Salt Lake City	Utah	TBD	(801) 644-9532
*	Dennis and Jacob Webb, and April Miller	TBD	Salt Lake City	Utah	TBD	(801) 644-9532
*	Dennis and Jacob Webb, and April Miller	TBD	Salt Lake City	Utah	TBD	(801) 644-9532
	Cody Sommer	7812 South 1300 East	Sandy	Utah	84094	(801) 568-7061
*	Cody Sommer	9645 South State Street	Sandy	Utah	84070	(801) 878-4375
*	Cody Sommer	977 W. 400 S Suite 206	Springville	Utah	84663	(385) 248-0500
*	Cody Sommer	922 E Brigham Rd, Suite 2A	St. George	Utah	84790	(435) 215-4488
*	Cody Sommer	792 S. 3000 East Suite #105	St. George	Utah	84790	(435) 673-8800
*	Dennis and Jacob Webb, and April Miller	2682 South High Commons Way, #250	West Valley City	Utah	84120	(385) 514-3130
	Meenal and Manish Singh	1556 Potomac Greens Drive	Alexandria	Virginia	22314	(703) 299-8315
	Corrine and Travis Loan	6552-A Little River Turnpike	Alexandria	Virginia	22312	(703) 354-0940

	Mohammed Samir Hasan and Katherine Ronckovitz-Hasan	6424 Landsdowne Centre Suite 32	Alexandria	Virginia	22315	(703) 373-3660
	Getu Beyene and Getu Mokonnen	12164 Fairfax Towne Center Suite 107A	Alexandria	Virginia	22307	(703) 272-7007
	Dennis and Nicole Drake	23634 Strickland Drive Suite 100	Alexandria	Virginia	23801	(703) 327-2120
	Meenal and Manish Singh	3811 North Fairfax Drive - Unit B	Arlington	Virginia	22203	(703) 243-2933
*	Harshpal Randhawa, Nadir Azhar, and Jermanjit and Harkirat Singh	TBD	Arlington	Virginia	TBD	(571) 243-0920
	Meenal and Manish Singh	20598 East Hampton Plaza	Ashburn	Virginia	20147	(703) 430-1700
	Dennis and Nicole Drake	43670 Greenway Corporate Drive Suite # 126	Ashburn	Virginia	20147	(571) 291-9089
	Howard Raphael	1431 Mahone Avenue, Bldg. 9025	Ashburn	Virginia	22046	(804) 894-9500
	Mohammed Samir Hasan	6360 Springfield Plaza	Blacksburg	Virginia	24060	(571) 465-2341
*	Nadir, Hashim and Asad Azhar	1220 West Broad Street	Burke	Virginia	22015	(571) 399-4134
	Nimeshkuma Bhagat	13609 Carrollton Boulevard, Ste. 1	Carrollton	Virginia	23314	(757) 745-7700
	Dong Jun and Hae Chung	14220- B Centreville Square	Centreville	Virginia	20121	(703) 815-1455
	Dennis and Nicole Drake	47010 Community Plaza, Suite 130	Chantilly	Virginia	20151	(571) 313-0389
	Niall Reid	1954 Rio Hill Center	Charlottesville	Virginia	22901	(434) 975-0333
	Rylan Miller	9972 Brook Road	Charlottesville	Virginia	22911	(804) 332-5580
	Vimal Patel	TBD	Charlottesville	Virginia	TBD	(757) 870-2002

Samkit Patel	237 South Battlefield Boulevard Ste 7	Chesapeake	Virginia	23322	(757) 410-5558
Loanne and Henry Truong	1434 Sam's Drive Suite 101	Chesapeake	Virginia	23320	(757) 410-9543
Payal Shah	1501 Cedar Road #110	Chesapeake	Virginia	23322	(757) 312-0001
Payal Shah	4105 Chesapeake Square Boulevard, #103	Chesapeake	Virginia	23321	(757) 488-2060
Vimal Patel	1320 Kempsville Road, Suite 111	Chesapeake	Virginia	23320	(757) 547-3570
Abraham Razeq	12528 Dillingham Square, Suite 16	Chesapeake	Virginia	23322	(703) 763-3216
Tyna Sanchez and Erica Blanche	12697 Galveston Court	Chesapeake	Virginia	23320	(571) 399-7656
Rylan Miller	12810 Jefferson Davis Highway	Chester	Virginia	23831	(804) 295-5449
Gemini and Shailen Patel	6925 Commons Plaza	Chesterfield	Virginia	23832	(804) 717-9060
* Kirtesh and Vimal Patel	TBD	Christiansburg	Virginia	TBD	(757) 870-2002
Rylan Miller	190 Southgate Square	Colonial Heights	Virginia	23834	(804) 524-9876
* Harshpal Randhawa, Nadir Azhar, and Jermanjit and Harkirat Singh	TBD	Crystal City	Virginia	TBD	(571) 243-0920
Nitin Patel	15315 Creativity Drive	Culpeper	Virginia	22701	(540) 825-8417
* Howard Raphael	TBD	Danville	Virginia	TBD	(919) 961-6181
Maher and Abeer Abdel-Qader	3978 Fettler Park Drive Building A	Dumfries	Virginia	22025	(703) 291-5097
Do Yong Kim	10655 Braddock Road	Fairfax	Virginia	22032	(703) 867-1312
Daniel Hester	24995 Riding Plaza	Fairfax	Virginia	22032	(703) 542-6657
Jonathan Cash	896 Prices Fork Road	Fairfax	Virginia	22033	(540) 951-4000
Jonathan Cash	930 Olympia Drive	Fairfax	Virginia	22031	(434) 422-8771
Trung Tang	8301 Greensboro Drive, Suite G	Fairfax	Virginia	22031	(703) 288-4318

	Shikeba Ramin	6110-A Arlington Boulevard	Falls Church	Virginia	22044	(703) 992-8004
*	Harshpal Randhawa, Nadir Azhar, and Jermanjit and Harkirat Singh	TBD	Falls Church	Virginia	TBD	(571) 243-0920
	Oubab Khalil	3610-G King Street	Fort Belvoir	Virginia	22191	(571) 970-0126
	Mohammed Samir Hasan	1460 Central Park Boulevard	Fredericksburg	Virginia	22401	(540) 785-7025
	Abraham and Jacob Razeq	9913 Southpoint Parkway	Fredericksburg	Virginia	22407	(540) 710-7025
	Curtis Williams	15 South Gateway Drive, Suite 113	Fredericksburg	Virginia	22406	(540) 656-2167
	Shaishav and Hardikbhai Patel, and Manan Shah	209 Laskin Rd, Unit 108	Fredericksburg	Virginia	22060	(757) 904-1737
	Choudary Anwarkhan	50 Riverton Commons Plaza, Suite 20	Front Royal	Virginia	22630	(540) 635-3965
	Dennis and Nicole Drake	8069 Stonewall Shops Square (Wegman's shopping center)	Gainesville	Virginia	20155	(703) 754-0404
	Nitin and Vimal Patel	11321 C Nuckols Road	Glen Allen	Virginia	23059	(804) 346-5101
	Joshua and Jennifer Moore	1224 Greenbrier Parkway, Suite 218	Glen Allen	Virginia	23059	(757) 389-7179
	George and Rebecca Nicholson	1513 Parham Road, Suite 23B	Gloucester	Virginia	23061	(804) 447-1438
	Shreyansh and Jatin Trivedi	2033 Coliseum Drive #103	Hampton	Virginia	23666	(757) 964-7771
	Nimesh and Bhavna Sheth	1040 Settlers Landing Road, Suite E/F	Hampton	Virginia	23663	(757) 722-6290
	Trung Tang	2672 Avenir Place, Suite O	Harrisonburg	Virginia	22801	(703) 207-4318
	Jonathan Cash	5002 Cross Road NW	Harrisonburg	Virginia	22801	(540) 366-2021
	Jigar Raval and Timir Patel	3641 Blue Hills Village Drive	Henrico	Virginia	23229	(540) 562-8095

	Daniel Hester	2465 Centreville Road, Ste. J-23	Herndon	Virginia	20171	(703) 793-0116
*	Jacob Razeq	14087 Richmond Highway, Unit 117	Herndon	Virginia	20171	(571) 427-2036
	Tyna Sanchez	16450 Consumer Row	King George	Virginia	22485	(540) 413-1347
	Haribhai, Alkesh, Meet and Vimal Patel	506-A East Market Street	Leesburg	Virginia	20176	(703) 777-1100
*	Jacob Razeq	6415 Shiplet Blvd	Lorton	Virginia	22079	(703) 891-0980
	Jonathan and Tina Cash	7701 Timberlake Road	Lynchburg	Virginia	24502	(434) 239-8767
	Shikeba Ramin and Shaheeb Sahidi	9971 Sowder Village Square (Target shopping center)	Manassas	Virginia	20109	(703) 330-1399
	Vimal Patel	8135 George Washington Memorial Highway Suite C	Manassas	Virginia	20109	(757) 327-1001
	Jigar Raval and Timir Patel	703 Brandon Avenue Southwest	Manassas	Virginia	20110	(540) 682-2140
	Corrine and Travis Loan	501 B Shenandoah village Drive	Manassas	Virginia	20112	(540) 471-8634
	Vimal Patel	6691 Fox Centre Parkway	McLean	Virginia	22102	(804) 699-3800
	Vimal Patel	7152 Mechanicsville Turnpike	Mechanicsville	Virginia	23111	(804) 569-9707
	Rylan Miller	9363 Atlee Road, Suite 2101	Mechanicsville	Virginia	23116	(804) 730-1764
	Rylan Miller	4501 Commonwealth Centre Parkway	Midlothian	Virginia	23112	(804) 763-2900
	George and Rebecca Nicholson	15521 Westchester Commons Way	Midlothian	Virginia	23113	(804) 897-9595
	Jacob Razeq	TBD	Mt. Vernon	Virginia	TBD	(540) 419-5166

*	Oubab Khalil	424 South Pickett Street	New Berlin	Virginia	20148	(703) 718-4158
	Rajesh Kaushal	4191 William Styron Square	Newport News	Virginia	23606	(757) 595-0600
	Vimal Patel	12551 Jefferson Avenue, Suite 211	Newport News	Virginia	23602	(757) 833-6256
	Vimal Patel	12368 Warwick Boulevard A 109	Newport News	Virginia	23606	(757) 240-5458
	Vimal Patel	12300 Jefferson Avenue, Suite 738	Newport News	Virginia	23602	(757) 369-5533
*	Vimal Patel	TBD	Newport News	Virginia	TBD	(757) 870-2002
	Warren Thompson	700 Park Avenue Norfolk State University	Norfolk	Virginia	23504	(757) 823-8342
	Dhruvil and Roshni Patel	265 Granby Street	Norfolk	Virginia	23510	(757) 624-9400
	Vimal Patel	742 West 21 st Street, Unit #B	Norfolk	Virginia	23517	(757) 622-2002
	Vimal Patel	1153 N. Military Highway	Norfolk	Virginia	23502	(757) 455-5694
	Harsha Amin	4037 East Little Creek Road Unit D	Norfolk	Virginia	23518	(757) 965-5237
	Indira Patel	7862 Tidewater Drive, Suite 111	Norfolk	Virginia	23505	(757) 531-4950
	Abraham Razeq	5705 Plank Road	Oak Creek	Virginia	23451	(540) 299-7631
	Tyna Sanchez	2918 Chain Bridge Road	Oakton	Virginia	22124	(703) 496-5535
	Rajesh Kaushal	475 A Wythe Creek Road	Poquoson	Virginia	23662	(757) 659-0297
	Bhavin Patel	4032 Unit B Victory Boulevard	Portsmouth	Virginia	23701	(757) 465-8944
	Chuck Kim	609 East Main Street Suite BB	Purcellville	Virginia	20132	(540) 338-1100

*	Kirtesh and Vimal Patel	TBD	Radford	Virginia	TBD	(757) 870-2002
	Meenal and Manish Singh	11684 Plaza America Drive	Reston	Virginia	20190	(703) 796-2233
	George and Rebecca Nicholson	11736 West Broad Street, Suite 101	Richmond	Virginia	23233	(804) 364-0281
	Gemini and Shailen Patel	8207 West Broad Street	Richmond	Virginia	23294	(804) 527-2060
	Anna Lynn and Marion Cabble	929 West Broad Street	Richmond	Virginia	23220	(804) 353-3533
	Rylan Miller	11513 Busy Street	Richmond	Virginia	23236	(804) 377-7320
	Reena Patel	4501 South Laburnum Avenue, Suite 150	Richmond	Virginia	23231	(804) 236-1100
	Rylan Miller	1601 Willow Lawn Drive	Richmond	Virginia	23230	(804) 658-5431
	Corrine and Travis Loan	43 Linda Lane	Richmond	Virginia	23225	(540) 217-2917
	Abeer and Maher Abdel-Qader	9958 Liberia Ave	Roanoke	Virginia	24012	(703) 686-4861
*	Do Yong Kim	3991 Pickett Street	Roanoke	Virginia	24015	(703) 364-5434
	Jigar Raval and Timir Patel	1224 West Main Street	Roanoke	Virginia	24012	(540) 404-4126
	Nadir, Hashim and Asad Azhar	1334B Franklin Farm Road	Salem	Virginia	24153	(571) 752-6060
	Daniel Hester	4500 Daly Drive	South Riding	Virginia	20152	(703) 263-2400
	Shikeba Ramin	10884 Sudley Manor Drive	Springfield	Virginia	22150	(571) 632-0951
	Katherine Ronckovitz-Hasan and Mohammed Samir Hasan	1465 Stafford Marketplace, Suite 115	Stafford	Virginia	22556	(540) 659-2200
	Corrine and Travis Loan	729 Richmond Avenue	Staunton	Virginia	22401	(540) 573-3353
	Corrine Loan	1011 Port Republic Road	Sterling	Virginia	20164	(540) 217-5575
	Patel, Ruma, Joshua, Hardikbhai and Payal Shah	5860 Harbour View Boulevard, Suite A1 A	Suffolk	Virginia	23435	(757) 484-7548
	Vimal Patel	1201 North Main Street, Suite 300	Suffolk	Virginia	23434	(757) 539-7774

	Abraham Razeq	2701 Neabsco Common Place Unit #128	Vienna	Virginia	22180	(571) 285-4436
*	Harshpal Randhawa, Nadir Azhar, and Jermanjit and Harkirat Singh	TBD	Vienna	Virginia	TBD	(571) 243-0920
	Harsha Amin	4001 Virginia Beach Boulevard Suite 115	Virginia Beach	Virginia	23452	(757) 200-0500
	Avani, Harsha and Chandni Amin	1255 Fordham Drive, Suite 107	Virginia Beach	Virginia	23464	(757) 313-7230
	Jennifer and Joshua Moore	401 North Great Neck Road Suite 101	Virginia Beach	Virginia	23454	(757) 313-7350
	Jennifer and Joshua Moore	3813 Princess Anne Road, Suite 125	Virginia Beach	Virginia	23456	(757) 965-2522
	Herb Schriefer	2165 General Booth Boulevard Suite 158	Virginia Beach	Virginia	23454	(757) 430-0144
	Ratilal and Indira Patel	2728 North Mall Drive #113	Virginia Beach	Virginia	23452	(757) 333-6700
	Maulin and Manan Shah, and Jatin and Rudrax Patel	2865 Lynnhaven Drive, Suite B-1	Virginia Beach	Virginia	23451	(757) 965-6965
	Baldev and Mindi Gill	2104 Pleasure House Road, Suite I	Virginia Beach	Virginia	23455	(757) 460-3350
	Leonardo and Mary Agagas	4312 Holland Road, Ste 105	Virginia Beach	Virginia	23452	(757) 747-1941
	Leonardo and Mary Agagas	2476 Nimmo Parkway, Suite 117	Virginia Beach	Virginia	23456	(757) 430-4433
	Bhavin and Vimal Patel	4515 Haygood Road	Virginia Beach	Virginia	23455	(757) 460-7878
*	Toya Evans, Chanel Grant, and Lauren Williamson	8651 John J. Kingman Road	Virginia Beach	Virginia	22302	(571) 339-8353
	Jermanjit and Harkirat Singh	251 West Lee Highway	Warrenton	Virginia	20186	(540) 428-1818
	Jacob Razeq	9457 Lorton Market Street	Waynesboro	Virginia	22980	(571) 642-5044
	Mohammed Samir Hasan and Katherine Ronckovitz-Hasan	815 Wonder Road, Suite 110	West Allis	Virginia	22304	(540) 380-0280

	Tarun Shah and Bipin Vyas	4920 / 8 A Monticello Avenue	Williamsburg	Virginia	23188	(757) 229-0600
	Jitendra Patel and Kaavya Singh	6618/C Mooretown Road	Williamsburg	Virginia	23188	(757) 258-0007
*	Vimal Patel	TBD	Williamsburg	Virginia	TBD	(757) 870-2002
	Rylan Miller	152 Market Street	Winchester	Virginia	22603	(224) 730-1839
	Rylan Miller	1531 South Pleasant Valley	Winchester	Virginia	22601	(224) 730-1839
	Joseph and Joshua Carroll, and Nuatu Tseggai	2966 Prince William Parkway	Woodbridge	Virginia	22192	(703) 910-7188
	Getu Beyene, Getu Mokonnen, and Addisu Tessema	1610 Belle View Boulevard	Woodbridge	Virginia	22191	(703) 347-9964
	Reena Patel	7102 Midlothian Turnpike Suite B	Woodbridge	Virginia	22192	(804) 276-3563
	Vimal Patel	2643 George Washington Memorial Highway, Suite 1	Yorktown	Virginia	23693	(757) 867-9004
	Milap Patel	1464 Mount Pleasant Road Suite 30	Yorktown	Virginia	23692	(757) 546-7070
	Natalie and Tyler Dewey	1905 SE 192 nd Avenue, Suite 113	Greendale	Washington	22407	(360) 817-1800
	Meenal and Manish Singh	TBD	Charles Town	West Virginia	TBD	(240) 320-5530
*	Ron Morton	TBD	Charleston	West Virginia	TBD	(803) 651-8300
*	Ron Morton	TBD	Charleston	West Virginia	TBD	(803) 651-8300
	Rylan Miller	171 Retail Commons Parkway, Suite 9	Green Bay	West Virginia	54303	(224) 730-1839
*	Lawrence and Marc Rodenbaugh	TBD	Morgantown	West Virginia	TBD	(757) 408-0848
*	Lawrence and Marc Rodenbaugh	TBD	Morgantown	West Virginia	TBD	(757) 408-0848

	Michael and James Kort, and Jim Rodriguez	3007 South 108 th Street	Appleton	Wisconsin	54311	(414) 488-8465
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	341 S Westfield Road	Appleton	Wisconsin	53005	(608) 820-8029
*	Michael and James Kort, and Danielle Timmerman	2312 Westowne Avenue	Appleton	Wisconsin	54913	(920) 348-4970
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	TBD	Beloit	Wisconsin	TBD	(810) 407-1100
	Tejash and Ankit Patel	1951 8 th Street South	Brookfield	Wisconsin	22554	(715) 424-1540
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	TBD	Brookfield	Wisconsin	TBD	(810) 407-1100
	Salem Najjar, Saleh Ali George, and Tammy Trakas	721 East Sunset Drive	Delavan	Wisconsin	53227	(262) 232-8324
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	3199 Market Lane Suite A Kenosha, WI 53144	Delavan	Wisconsin	53115	(262) 405-3070
	James and Michael Kort	7940 South 6 th Street, Suite 104	Fitchburg	Wisconsin	53151	(414) 304-5590
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	6231 Mckee Road Suite A1	Fond Du Lac	Wisconsin	53217	(608) 665-9024
	Michael Kort, Natalie Stewart, and Adam Poterek	617 Military Avenue	Fond Du Lac	Wisconsin	54935	(920) 348-4660
	Salem Najjar, Saleh Ali George, and Tammy Trakas	4820 South Moorland ROAD	Glendale	Wisconsin	98607	(262) 794-3580
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	TBD	Grafton	Wisconsin	TBD	(810) 407-1100
	Michael and Krystle Kort, Brandon Boase, and Thomas Schmid	3212 East Calumet Street	Green Bay	Wisconsin	53717	(630) 410-8214
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	TBD	Greenfield	Wisconsin	TBD	(810) 407-1100
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	TBD	Greenfield	Wisconsin	TBD	(810) 407-1100
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	TBD	Greenfield	Wisconsin	TBD	(810) 407-1100

*	Salem Najjar, Saleh Ali George, and Tammy Trakas	TBD	Greenfield	Wisconsin	TBD	(810) 407-1100
*	Michael Kort, Jim Rodriguez, and Joseph Ford	12455 West Capital Drive Suite 130	Janesville	Wisconsin	53221	(262) 281-2500
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	1400 Summit Ave, Suite C	Janesville	Wisconsin	53545	(262) 244-5063
*	Michael Kort, Jim Rodriguez, and Joseph Ford	5211 S 76 th Street	Kenosha	Wisconsin	53189	(414) 235-3792
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	6035 Durand Avenue	Kenosha	Wisconsin	53144	(262) 381-8210
	Laurie and Brent Larson	2298 Costco Way, Suite 100	Madison	Wisconsin	54494	(920) 301-3205
	Salem Najjar, Saleh Ali George, and Tammy Trakas	1463 Capitol Drive, Unit A	Madison	Wisconsin	53154	(262) 737-6045
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	10990 Port Washington Road	Madison	Wisconsin	53705	(262) 236-9033
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	TBD	Madison	Wisconsin	TBD	(810) 407-1100
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	1807 East Geneva Street, Suite G	Martinsburg	Wisconsin	54915	(262) 749-5249
	Michael and James Kort, Jim Rodriguez, and Joseph Ford	TBD	Menomonee Falls	Wisconsin	TBD	(615) 663-7211
*	Michael Kort, Jim Rodriguez, and Joseph Ford	3657 South 27 th Street	Mequon	Wisconsin	53072	(414) 488-2959
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	2821 Milton Avenue	Mequon	Wisconsin	53092	(608) 453-6040
*	Michael Kort, Jim Rodriguez, and Joseph Ford	TBD	Milwaukee	Wisconsin	TBD	(248) 729-3736
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	3318 University Avenue	Milwaukee	Wisconsin	53719	(608) 230-6159
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	TBD	Milwaukee	Wisconsin	TBD	(810) 407-1100
	Sagar and Yes Patel	TBD	Milwaukee	Wisconsin	TBD	(414) 807-7760

*	Michael Kort, Jim Rodriguez, and Joseph Ford	6969 N Port Washington B110	Mount Pleasant	Wisconsin	53129	(414) 206-4674
*	Michael and James Kort, and Danielle Timmerman	4363 W. Wisconsin Avenue	Mount Pleasant	Wisconsin	53406	(920) 257-4691
*	Michael and James Kort, and Danielle Timmerman	834 W Johnson St	Oconomowoc	Wisconsin	53066	(920) 933-2757
	Michael Kort and Joseph Ford	2575 North Downer Avenue	Oshkosh	Wisconsin	54904	(414) 200-9150
*	Salem Najjar, Saleh Ali George, and Tammy Trakas	TBD	Pleasant Prairie	Wisconsin	TBD	(810) 407-1100
	Ankit Patel	TBD	Plover	Wisconsin	TBD	(813) 810-6983

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

LIST OF 116 FRANCHISEES WHO HAD AN OUTLET TERMINATED, CANCELLED, NOT RENEWED, OR OTHERWISE CEASED TO DO BUSINESS DURING THE YEAR ENDED DECEMBER 28, 2025 OR WHO HAVE NOT COMMUNICATED WITH US WITHIN 10 WEEKS OF THE DATE OF THIS DISCLOSURE DOCUMENT.

STATE	NAME(S)	CITY	TELEPHONE NUMBER	TRANSFER	CLOSED	CEASED OPERATIONS - OTHER REASON
Arizona	Dan Rudolph, Nicolette Rudolph, Joseph Omobogie	Phoenix	(602) 513-0788			X
Arizona	Dan Rudolph, Nicolette Rudolph, Joseph Omobogie	Phoenix	(602) 513-0788			X
Arizona	Dan Rudolph, Nicolette Rudolph, Joseph Omobogie	Phoenix	(602) 513-0788		X	
Arizona	Dan Rudolph, Nicolette Rudolph, Joseph Omobogie	Phoenix	(602) 513-0788		X	
Arizona	Dan Rudolph, Nicolette Rudolph, Joseph Omobogie	Phoenix	(602) 513-0788		X	
Arizona	Dan Rudolph, Nicolette Rudolph, Joseph Omobogie	Phoenix	(602) 513-0788		X	
Arizona	Dan Rudolph, Nicolette Rudolph, Joseph Omobogie	Phoenix	(602) 513-0788		X	
Arizona	Dan Rudolph, Nicolette Rudolph, Joseph Omobogie	Phoenix	(602) 513-0788		X	
Arizona	Dan Rudolph, Nicolette Rudolph, Joseph Omobogie	Phoenix	(602) 513-0788		X	
Arizona	Dan Rudolph, Nicolette Rudolph, Joseph Omobogie	Phoenix	(602) 513-0788		X	

STATE	NAME(S)	CITY	TELEPHONE NUMBER	TRANSFER	CLOSED	CEASED OPERATIONS - OTHER REASON
Arizona	Samip Patel, Huyen Bui	Tucson	(816) 808-9736		X	
Arizona	Samip Patel, Huyen Bui	Tucson	(816) 808-9736		X	
Arizona	Samip Patel, Huyen Bui	Tucson	(816) 808-9736		X	
Arizona	Samip Patel, Huyen Bui	Tucson	(816) 808-9736		X	
Arizona	Samip Patel, Huyen Bui	Tucson	(816) 808-9736		X	
Arkansas	Glen Johnson, Nick Crouch	Little Rock	(573) 489-9890		X	
Arkansas	Glen Johnson, Nick Crouch	Little Rock	(573) 489-9890			X
Arkansas	Glen Johnson, Nick Crouch	Van Burne	(573) 489-9890	X		
Colorado	Jaymik Patel, Prince Patel	Broomfield	(985) 662-6266			X
Colorado	Timothy Nats, Susan Nats	Highlands Ranch	(303) 882-7703	X		
District of Columbia	Toya Evans, Chanel Grant, Lauren Williamson	Washington	(703) 981-8763		X	
Florida	Emily Harrington	Brandon	(352) 467-5473			X
Florida	LeRoy Smith, Mary Smith	Celebration	(407) 348-5268	X		
Florida	Ryan Morrison	Clearwater	(727) 599-7477	X		
Florida	James Brandon Butler	Crestview	(713) 876-7800			X
Florida	Craig Dixon	Fort Lauderdale	(954) 548-4994			X
Florida	Glen Johnson, Nick Crouch	Jacksonville	(573) 489-9890		X	

STATE	NAME(S)	CITY	TELEPHONE NUMBER	TRANSFER	CLOSED	CEASED OPERATIONS - OTHER REASON
Florida	Daniel Beaulieu, Matthew Beaulieu, Joseph Hudson	Naples	(502) 345-1200	X		
Florida	Daniel Beaulieu, Matthew Beaulieu, Joseph Hudson	Naples	(502) 345-1200	X		
Florida	Joseph Rogers, Dawn Rogers	Palm City	(772) 380-0656	X		
Florida	Bradley Freet, Jean Freet	Pinellas	(727) 515-0018		X	
Florida	Alexander Daye	Port Saint Lucie	(516) 473-1787	X		
Florida	Bradley Freet	Saint Petersburg	(727) 515-0018		X	
Florida	Ryan Morrison	Seminole	(727) 599-7477	X		
Florida	Bharat Patel, Bhrugesh Patel	Tampa	(919) 225-1092	X		
Florida	Bradley Freet	Tampa	(727) 515-0018		X	
Florida	Issa Abulaita	Tarpon Springs	(305) 342-5150	X		
Georgia	Addison Parris, Elizabeth Parris	Atlanta	(917) 545-9380	X		
Georgia	Addison Parris, Elizabeth Parris	Atlanta	(917) 545-9380	X		
Georgia	Justin Franklin, Matthew Wyrick	Milledgeville	(912) 314-0859	X		
Georgia	Justin Franklin, Matthew Wyrick	Statesboro	(912) 314-0859	X		
Idaho	Kory Pukash, Michelle Pukash	Boise	(208) 866-3081			X
Illinois	Salem Najjar, Saleh Ali, George Trakas, Tammy Trakas	Deerfield	(810) 407-1100	X		

STATE	NAME(S)	CITY	TELEPHONE NUMBER	TRANSFER	CLOSED	CEASED OPERATIONS - OTHER REASON
Illinois	Salem Najjar, Saleh Ali, George Trakas, Tammy Trakas	Lake Bluff	(810) 407-1100	X		
Illinois	Salem Najjar, Saleh Ali, George Trakas, Tammy Trakas	Vernon Hills	(810) 407-1100	X		
Illinois	Hani Halloun, Edward Joubran	Wheaton	(810) 397-1891			X
Indiana	David Buko, Ruth Buko, James Volpert, Angela Volpert	Carmel	(248) 416-2076	X		
Indiana	David Buko, Ruth Buko, James Volpert, Angela Volpert	Fishers	(248) 416-2076	X		
Indiana	David Buko, Ruth Buko, James Volpert, Angela Volpert	Noblesville	(248) 416-2076	X		
Indiana	David Buko, Ruth Buko, James Volpert, Angela Volpert	Westfield	(248) 416-2076	X		
Indiana	David Buko, Ruth Buko, James Volpert, Angela Volpert	Whitestown	(248) 416-2076	X		
Indiana	David Buko, Ruth Buko, James Volpert, Angela Volpert	Zionsville	(248) 416-2076	X		
Kentucky	Brett Lynch	Louisville	(616) 915-4278	X		
Kentucky	Brett Lynch	Louisville	(616) 915-4278	X		
Kentucky	Brett Lynch	Louisville	(616) 915-4278	X		
Kentucky	Brett Lynch	Louisville	(616) 915-4278	X		
Maryland	Ahamadu Sirleaf, Donnia Alexander	Baltimore	(763) 227-1844			X

STATE	NAME(S)	CITY	TELEPHONE NUMBER	TRANSFER	CLOSED	CEASED OPERATIONS - OTHER REASON
Maryland	Toya Evans, Chanel Grant, Lauren Williamson	Joint Base Andrews	(703) 981-8763		X	
Maryland	David Magby, Alesha Magby, Ronald Hicks	Temple Hills	(240) 938-4840	X		
Massachusetts	Shahil Patel, Sunnykumar Patel, Harshadkumar Patel	Foxborough	(401) 474-8545	X		
Minnesota	Vang Moua, Mai Vue	Savage	(414) 758-3245	X		
Missouri	Allan & Mark Yabut, Jose Asistido	Branson	(417) 623-2257	X		
Missouri	Aaron Toutloian	St. Peters	(618) 406-5596		X	
Nevada	Eric Persson	Las Vegas	(702) 481-3614			X
Nevada	Mark Lukachko, Zarko Stojanovski, Magdalena Iankova	Las Vegas	(917) 601-3340	X		
Nevada	Mark Lukachko, Zarko Stojanovski, Magdalena Iankova	Las Vegas	(917) 601-3340	X		
Nevada	Mark Lukachko, Zarko Stojanovski, Magdalena Iankova	Las Vegas	(917) 601-3340	X		
Nevada	Mark Lukachko	Las Vegas	(917) 601-3340	X		
New Hampshire	Chris Baker, Glen Baker	Nashua	(603) 765-1046		X	
New York	Zeb Ali	Astoria	(347) 761-9720	X		
New York	Zeb Ali	Bayside	(347) 761-9720	X		

STATE	NAME(S)	CITY	TELEPHONE NUMBER	TRANSFER	CLOSED	CEASED OPERATIONS - OTHER REASON
New York	Zeb Ali	Brooklyn	(347) 761-9720	X		
New York	Susanne Wanser	Hauppauge	(631) 767-5966	X		
New York	Ja Yoon Lee, Jeon Min Jo	Hicksville	(917) 374-5959	X		
New York	Katherine Traditi, Eric Traditi	Mohegan Lake	(914) 217-0350	X		
North Carolina	Mark Rein	Burlington	(919) 995-9803	X		
North Carolina	Mark Rein	Chapel Hill	(919) 995-9803	X		
North Carolina	Bakhtawar Singh	Charlotte	(559) 301-6660	X		
North Carolina	Mark Rein	Greensboro	(919) 995-9803	X		
North Carolina	Atul Patel, Leena Patel	Sanford	(919) 721-4791	X		
North Carolina	Mark Rein	Wake Forest	(919) 995-9803	X		
Ohio	Sangeeta Agrawal, Executor	Huber Heights	(937) 608-3469	X		
Oklahoma	Rohit Patel	Ada	(405) 210-2195	X		
Oklahoma	Rohit Patel, Amish Patel	Chickasha	(405) 210-2195	X		
Oklahoma	Rohit Patel, Amish Patel	Edmond	(405) 210-2195	X		
Oklahoma	Rohit Patel, Rajeshbhai Patel	Edmond	(405) 210-2195	X		

STATE	NAME(S)	CITY	TELEPHONE NUMBER	TRANSFER	CLOSED	CEASED OPERATIONS - OTHER REASON
Oklahoma	Rohit Patel, Amish Patel	Midwest City	(405) 210-2195	X		
Oklahoma	Rohit Patel	Oklahoma City	(405) 210-2195	X		
Oklahoma	Dalton Rhoden	Tulsa	(918) 781-3635	X		
Pennsylvania	Richard Ferns	Exton	(215) 738-4000	X		
Pennsylvania	Richard Ferns	Philadelphia	(215) 738-4000	X		
Pennsylvania	Rosalind Lindsey, Luke Kirby	Philadelphia	(757) 284-0928	X		
Pennsylvania	Brian Gast, Lori Gast	Pittsburgh	(701) 306-1163	X		
Pennsylvania	Richard Ferns	Wayne	(215) 738-4000	X		
Pennsylvania	Richard Ferns	West Chester	(215) 738-4000	X		
Pennsylvania	Richard Ferns	Wyncote	(215) 738-4000	X		
South Carolina	Justin Franklin, Matthew Wyrick	Bluffton	(912) 314-0859	X		
South Carolina	Leslie Duffy, David Duffy	Columbia	(803) 600-6300	X		
South Carolina	Leslie Duffy	Columbia	(803) 600-6300	X		
South Carolina	Justin Franklin, Matthew Wyrick	Hardeeville	(912) 314-0859	X		
South Carolina	Justin Franklin, Matthew Wyrick	Hilton Head Island	(912) 314-0859	X		

STATE	NAME(S)	CITY	TELEPHONE NUMBER	TRANSFER	CLOSED	CEASED OPERATIONS - OTHER REASON
South Carolina	Everette Brown, Tenisha Patterson-Brown	Indian Land	(252) 292-2002			X
South Carolina	Leslie Duffy	Irmo	(803) 600-6300	X		
South Carolina	Leslie Duffy, David Duffy	Lexington	(803) 600-6300	X		
Tennessee	Babesh Patel, Rajanikant Patel	Knoxville	(216) 409-3818	X		
Tennessee	Jody Willeman, Jason Willeman	Knoxville	(865) 567-6654	X		
Texas	Prasad Potluri	Allen	(469) 360-5667	X		
Texas	Shreya Chaudhari	Austin	(239) 898-9400	X		
Texas	Albino Cortoreal	College Station	(281) 635-8989	X		
Texas	Prasad Potluri	Frisco	(469) 360-5667	X		
Texas	Prasad Potluri	McKinney	(469) 360-5667	X		
Texas	Jill Turke	North Richland Hills	(405) 922-8383	X		
Virginia	Abraham Razeq	Oakton	(540) 287-7448	X		
Virginia	Eddie Maloney, Rebecca Maloney	Roanoke	(540) 537-7949	X		
Virginia	Eddie Maloney, Rebecca Maloney	Roanoke	(540) 537-7949	X		
Virginia	Eddie Maloney, Rebecca Maloney	Salem	(540) 537-7949	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

TSC Franchisor, LLC

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

*Financial Statements as of December 28, 2025 and December 29, 2024 and
for the Fiscal Year ended December 28, 2025 and the Period from September
6, 2024 (Closing Date) to December 29, 2024 and Independent Auditor's
Report*

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

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INDEPENDENT AUDITOR'S REPORT

To the Board of Managers of TSC Franchisor, LLC

Opinion

We have audited the financial statements of TSC Franchisor, LLC (the "Company"), which comprise the balance sheets as of December 28, 2025 and December 29, 2024, and the related statements of operations, member's equity, and cash flows for the fiscal year ended December 28, 2025 and 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 28, 2025 and December 29, 2024, and the results of its operations and its cash flows for the fiscal year ended December 28, 2025 and 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 audits 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 audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

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

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

Deloitte & Touche LLP

April 8, 2026

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

BALANCE SHEETS
(In millions)

	<u>December 28, 2025</u>	<u>December 29, 2024</u>
Assets		
Current assets:		
Cash	\$ 5.2	\$ 3.3
Accounts receivable, net of allowance for credit losses, and other current assets	6.2	6.4
Total current assets	11.4	9.7
Non-current assets:		
Intangible assets, net	1,440.5	1,456.3
Other non-current assets	1.1	0.5
Total assets	<u>\$ 1,453.0</u>	<u>\$ 1,466.5</u>
Liabilities and Member's Equity		
Current liabilities:		
Payable to affiliates	5.2	3.4
Deferred franchise fees, current	1.5	1.2
Other current liabilities	0.4	0.2
Total current liabilities	7.1	4.8
Deferred franchise fees, net of current portion	34.7	30.8
Other non-current liabilities	0.6	0.8
Total liabilities	42.4	36.4
Commitments and contingencies (Note 3)		
Member's Equity:		
Member's equity	1,410.6	1,430.1
Total member's equity	1,410.6	1,430.1
Total liabilities and member's equity	<u>\$ 1,453.0</u>	<u>\$ 1,466.5</u>

See accompanying notes to the financial statements

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

STATEMENTS OF OPERATIONS
(In millions)

	Fiscal Year ended December 28, 2025	September 6, 2024 to December 29, 2024
Revenues:		
Royalty revenue and franchise fees	\$ 92.9	\$ 24.1
Supply chain and other revenues	38.5	9.2
Total revenues	131.4	33.3
Expenses:		
Amortization of intangible asset and other expenses	16.0	5.0
Total expenses	16.0	5.0
Operating income	115.4	28.3
Income tax expense (benefit)	—	—
Net income	<u>\$ 115.4</u>	<u>\$ 28.3</u>

See accompanying notes to the financial statements.

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

STATEMENTS 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
Net income	115.4
Contributions from the Member (Cash and Non-cash)	1.0
Distributions to the Member (Cash and Non-cash)	(135.9)
Balance December 28, 2025	\$ 1,410.6

See accompanying notes to the financial statements.

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

STATEMENTS OF CASH FLOWS
(In millions)

	Fiscal Year ended December 28, 2025	September 6, 2024 to December 29, 2024
Net income	\$ 115.4	\$ 28.3
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization of intangible assets	15.8	5.0
Provision for credit losses	—	0.1
Change in operating assets and liabilities:		
Accounts receivable and other current assets	0.2	2.1
Payable to affiliates	(3.2)	0.1
Deferred franchise fees	4.1	0.9
Other assets and liabilities, net	0.1	0.1
Cash provided by operating activities	132.4	36.6
Cash flows from financing activities:		
Contributions from the Member	0.2	—
Distributions to the Member	(130.7)	(33.3)
Cash used in financing activities	(130.5)	(33.3)
Net increase in cash and restricted cash	1.9	3.3
Cash and restricted cash, at beginning of year/period	3.3	—
Cash and restricted cash, at end of year/period	\$ 5.2	\$ 3.3
Non-cash investing and financing activities		
Non-cash initial capital contribution from the Member	\$ —	\$ 1,438.0
Other non-cash contributions from the Member	0.8	0.4
Non-cash distribution to the Member	5.2	3.3

See accompanying notes to the financial statements.

TSC Franchisor, LLC

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

Notes to the Financial Statements

(In millions)

1. Nature of Business and Organization

Organization

TSC Franchisor, LLC (the “Company”) is a 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).

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 for the fiscal year ended December 28, 2025 (a 52 week period) and the period

from the Closing Date through December 29, 2024. The Company had no activity from the Inception Date through the Closing Date.

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.

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 no allowance for credit losses as of December 28, 2025 and no material allowance for credit losses as of December 29, 2024. The Company wrote off \$0.1 million of accounts receivable during the fiscal year ended December 28, 2025.

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 were no impairment losses recognized for the fiscal year ended December 28, 2025 and 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 performed a quantitative test of impairment for the fiscal year ended December 28, 2025 using market and income approaches. Based on these assessments, the Company determined that the current fair value is higher than the current carrying amount of the indefinite-lived intangible asset. No indications of impairment were identified for the fiscal year ended December 28, 2025 and the period from the Closing Date through 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 in future periods.

Definite-lived Intangible Assets, net

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.

Revenue Recognition

Revenues consist primarily of royalties, 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 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 are calculated as a percentage of franchise restaurant net sales over the term of the franchise agreement. The standard royalty rate is 6%. Initial franchise fees are payable by the franchisee upon signing of the franchise agreement and are non-refundable. 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:

(in millions)	Fiscal Year ended December 28, 2025	September 6, 2024 to December 29, 2024
Royalty revenue	\$ 90.1	\$ 23.5
Franchise fees	2.8	0.6
	<u>\$ 92.9</u>	<u>\$ 24.1</u>

Changes in deferred franchise fees were as follows:

(in millions)	Fiscal Year ended December 28, 2025	September 6, 2024 to December 29, 2024
Deferred franchise fees at beginning of period	\$ 32.0	\$ —
Contribution from the Member	—	31.0
Cash received	7.0	1.6
Franchise fees recognized	(2.8)	(0.6)
Deferred franchise fees at end of period	<u>\$ 36.2</u>	<u>\$ 32.0</u>

Consideration from Vendors

The Company has entered into food and beverage supply agreements with certain major vendors of the Tropical Smoothie brand. Pursuant to the terms of these arrangements, the Company earns revenue from the vendors based upon the volume of purchases from our franchised restaurants. Additionally, the Company receives certain incentives from vendors to sponsor its annual franchisee convention. The Company recognizes the supply chain revenue earned using the most likely amount based on all available information at each period's end date. The Company recognizes revenue for these incentives in the period in which the underlying transaction takes place and the point in which the incentive due is determinable. For the incentives from vendors to sponsor our annual franchisee convention, we determine the transaction price based on the distinct arrangements with the suppliers and recognize the revenue in the period when the convention takes place, as the performance obligation is deemed satisfied at that time. Consideration received in excess of the total expense of the vendor's products are presented as a component of Supply chain revenue in the accompanying statements of operations. Supply chain revenue was \$35.7 million and \$9.0 million for the fiscal year ended December 28, 2025 and the period from the Closing Date through December 29, 2024, respectively.

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.

Approximately \$18.8 million and \$17.8 million of deferred revenue as of December 28, 2025 and December 29, 2024, 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 11.9 and 12.0 years, respectively, as of December 28, 2025 and December 29, 2024.

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 28, 2025 and December 29, 2024, deferred commissions of \$1.1 million and \$0.5 million recorded, respectively. Such amounts have been presented as a component of non-current assets in the accompanying balance sheets.

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 the Member approximate fair value.

New Accounting Pronouncements

In November 2024, 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" or the "Senior Secured 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 TSC SPV Guarantor and the Company, 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 with this, 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 28, 2025	December 29, 2024
Supply chain revenue receivable	\$ 4.5	\$ 3.8
Royalties fees receivable	1.2	2.4
Franchise fees receivable	0.2	0.2
Other current assets	0.3	0.1
Allowance for credit losses	—	(0.1)
Accounts receivable, net of allowance for credit losses, and other current assets	<u>\$ 6.2</u>	<u>\$ 6.4</u>

5. Intangible Assets, Net

Intangible assets, net consist of the following:

(in millions)	December 28, 2025	December 29, 2024
Indefinite-lived intangibles:		
Trademarks and trade names	\$ 1,150.0	\$ 1,150.0
Definite-lived intangibles:		
Franchise agreements	315.0	315.0
Accumulated amortization	(24.5)	(8.7)
Total definite-lived intangibles, net	290.5	306.3
Total intangibles, net	<u>\$ 1,440.5</u>	<u>\$ 1,456.3</u>

Amortization expense related to intangible assets was \$15.8 million and \$8.7 million, for the fiscal year ended December 28, 2025 and the period from the Closing Date through December 29, 2024, respectively.

Estimated future amortization expense related to intangible assets is as follows at December 28, 2025:

Fiscal Year	(in millions)
2026	\$ 15.8
2027	15.8
2028	16.1
2029	15.8
2030	15.8
Thereafter	211.2
	<u>\$ 290.5</u>

6. Related Party Transactions

As part of the Securitization Transaction, the Company distributes cash to the Member for funding of costs and fees associated with the transaction. There are no plans for the Member to repay the Company for the payments made. As such, these transactions were accounted for as a permanent investment and recognized as a distribution of equity. The Company made a total of \$135.9 million and \$36.6 million distributions, of which \$130.7 million and \$33.3 million is distributed in cash, to the Member for the fiscal year ended December 28, 2025 and the period from the Closing Date through December 29, 2024, respectively. Associated with the distribution, the Company has \$5.2 million and \$3.3 million payable to the Member as of December 28, 2025 and December 29, 2024, respectively. Additionally, the Company has \$0.1 million and \$0.1 million other payable to the Manager as of December 28, 2025 and December 29, 2024, respectively. 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 28, 2025 and 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 sheets.

7. Subsequent Events

The Company has evaluated for all other subsequent events between the balance sheet date of December 28, 2025 and the date the financial statements were available for issuance, April 8, 2026, and has concluded that all subsequent events requiring recognition or disclosure have been incorporated into these financial statements.

TSC Intermediate, Inc. and Subsidiaries

*Consolidated Financial Statements as of December 28, 2025 (Successor) and
December 29, 2024 (Successor) and for the Fiscal Year ended December 28,
2025 (Successor), 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 Auditor's Report*

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TSC Intermediate, Inc. and Subsidiaries

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INDEPENDENT AUDITOR'S REPORT

To the Audit Committee 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 sheets as of December 28, 2025 (successor) and December 29, 2024 (successor), and the related consolidated statements of operations, shareholders' equity, and cash flows for the fiscal year ended December 28, 2025 (successor), the period from June 10, 2024 to December 29, 2024 (successor), and the period from January 1, 2024 to June 9, 2024 (predecessor), and the related notes to the consolidated 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 28, 2025 (successor) and December 29, 2024 (successor), and the results of its operations and its cash flows for the fiscal year ended December 28, 2025 (successor), the period from June 10, 2024 to December 29, 2024 (successor), and the period from 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 audits 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 audits. 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 for the year ended December 31, 2023 (predecessor) were audited by other auditors whose report, dated April 11, 2024, expressed an unmodified opinion on those statements.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes

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

In performing an audit in accordance with GAAS, we:

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

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

Deloitte & Touche LLP

April 8, 2026

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

	December 28, 2025	December 29, 2024
Assets		
Current assets:		
Cash	\$ 52.6	\$ 17.1
Restricted cash	12.7	17.3
Accounts receivable, net of allowance for credit losses	8.6	10.3
Prepaid expenses and other current assets	6.8	3.4
Total current assets	80.7	48.1
Property and equipment, net	2.6	2.6
Right-of-use operating lease assets, net	2.7	3.3
Goodwill	542.1	543.6
Intangible assets, net	1,440.5	1,456.3
Other non-current assets	2.2	1.4
Total assets	\$ 2,070.8	\$ 2,055.3
Liabilities and Shareholders' Equity		
Current liabilities:		
Senior secured notes, current	\$ 5.7	\$ 5.7
Accounts payable and accrued expenses	15.3	14.5
Current portion of operating lease liabilities	0.7	0.6
Advertising fund liabilities	1.3	2.6
Other current liabilities	11.6	13.4
Total current liabilities	34.6	36.8
Senior secured notes, net of current portion	548.2	552.0
Operating lease liabilities, net of current portion	2.2	2.9
Deferred franchise fees, net of current portion	34.7	30.8
Deferred tax liabilities, net	250.7	245.7
Other non-current liabilities	11.7	15.5
Total liabilities	882.1	883.7
Commitments and contingencies (Notes 3, 8, and 10)		
Shareholders' Equity:		
Common stock, \$0.001 par value; 1,000 shares authorized and outstanding as of December 28, 2025 and December 29, 2024	—	—
Additional paid in capital	1,227.4	1,230.5
Accumulated deficit	(38.7)	(58.9)
Total shareholders' equity	1,188.7	1,171.6
Total liabilities and shareholders' equity	\$ 2,070.8	\$ 2,055.3

See accompanying notes to consolidated financial statements

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

	Successor		Predecessor	
	Fiscal Year ended December 28, 2025	June 10, 2024 to December 29, 2024	January 1, 2024 to June 9, 2024	Fiscal Year ended December 31, 2023
Revenues:				
Royalty revenue and franchise fees	\$ 92.9	\$ 47.5	\$ 39.5	\$ 76.6
Advertising fees	71.8	36.6	30.5	58.6
Supply chain revenue	35.7	17.9	15.3	24.0
Company-operated restaurant sales, net	1.0	0.5	0.5	1.0
Other revenues	6.3	2.3	1.7	3.6
Total revenues	207.7	104.8	87.5	163.8
Expenses, net:				
Cost of sales ⁽¹⁾	1.1	0.6	0.4	0.9
Advertising expenses	61.6	31.3	25.7	49.8
Selling, general and administrative expenses ..	50.7	26.8	22.9	44.3
Depreciation and amortization	17.3	9.4	5.6	12.8
Other operating expenses, net	14.3	7.7	29.9	9.6
Total expenses, net	145.0	75.8	84.5	117.4
Operating income	62.7	29.0	3.0	46.4
Interest expense, net	36.8	24.5	26.1	40.5
Income (loss) before income taxes	25.9	4.5	(23.1)	5.9
Income tax expense (benefit)	5.7	(0.6)	(18.0)	9.9
Net income (loss)	<u>\$ 20.2</u>	<u>\$ 5.1</u>	<u>\$ (5.1)</u>	<u>\$ (4.0)</u>

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

See accompanying notes to consolidated financial statements.

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

	Common Stock		Additional Paid in Capital	Accumulated Deficit	Total Equity
	Shares	Amount			
Shareholders' Equity (Successor)					
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
Contribution	—	—	2.6	—	2.6
Net income	—	—	—	20.2	20.2
Dividends	—	—	—	—	—
Share repurchase	—	—	(7.5)	—	(7.5)
Equity-based compensation expense	—	—	1.8	—	1.8
Balance December 28, 2025	1,000	\$ —	\$ 1,227.4	\$ (38.7)	\$ 1,188.7

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

See accompanying notes to consolidated financial statements.

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

	Successor		Predecessor	
	Fiscal Year ended December 28, 2025	June 10, 2024 to December 29, 2024	January 1, 2024 to June 9, 2024	Fiscal Year ended December 31, 2023
Net income (loss)	\$ 20.2	\$ 5.1	\$ (5.1)	\$ (4.0)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:				
Depreciation and amortization	17.3	9.4	5.6	12.8
Deferred income taxes	5.0	(1.1)	(18.0)	8.1
Amortization of debt issuance cost	1.9	0.6	1.1	1.9
Provision for credit losses	0.1	0.1	—	—
Equity-based compensation expense	1.8	1.4	1.7	6.4
Change in fair value of contingent consideration from acquisition	1.7	1.1	—	—
Change in operating assets and liabilities:				
Accounts receivable	1.6	2.5	(6.5)	(0.2)
Prepaid expenses and other assets	(3.4)	(0.2)	0.2	(0.8)
Accounts payable and accrued expenses	(1.8)	1.6	31.7	(2.9)
Advertising fund liabilities	(1.3)	1.0	(4.4)	(1.2)
Deferred franchise fees	4.1	2.7	2.3	5.3
Other assets and liabilities, net	(1.5)	(0.9)	(0.2)	(0.7)
Cash provided by operating activities	45.7	23.3	8.4	24.7
Cash flows from investing activities:				
Capital expenditures	(0.9)	(0.3)	(0.5)	(0.9)
Purchase of acquired company, net of acquired cash	—	(1,198.5)	—	—
Principal payments on notes receivable	—	—	—	0.2
Cash used in investing activities	(0.9)	(1,198.8)	(0.5)	(0.7)
Cash flows from financing activities:				
Deferred loan costs	—	(12.9)	—	(1.6)
Proceeds from senior secured notes	—	570.0	—	159.3
Principal payments on senior secured notes	(5.7)	—	—	—
Principal payments on senior credit facility	—	(512.3)	(5.1)	(24.7)
Initial equity contribution from parent company	—	1,198.5	—	—
Payments on contingent consideration	(3.3)	—	—	—
Equity contribution from parent company	2.6	15.0	—	—
Dividends	—	(64.0)	—	(157.4)
Share repurchase	(7.5)	(4.1)	—	(0.3)
Cash (used in) provided by financing activities	(13.9)	1,190.2	(5.1)	(24.7)
Net increase (decrease) in cash and restricted cash	30.9	14.7	2.8	(0.7)
Cash and restricted cash, at beginning of year/period	34.4	19.7	16.9	17.6
Cash and restricted cash, at end of year/period	\$ 65.3	\$ 34.4	\$ 19.7	\$ 16.9
Supplemental disclosure of cash flow information:				
Cash paid during the period for interest	\$ 36.3	\$ 24.3	\$ 27.3	\$ 38.0
Cash paid during the period for income tax	1.9	—	0.8	2.4
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 consolidated financial statements.

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

1. Nature of Business and Organization

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

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

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

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

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

As of December 28, 2025 (Successor) and December 29, 2024 (Successor), there were 1,667 and 1,529 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

The Company reports on a 52-53 week year basis which ends on the last Sunday in December. The fiscal years ended December 28, 2025 (Successor) and December 29, 2024 (Successor) each contained 52 weeks. 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 fiscal year ended December 31, 2023 (Predecessor) contained 53 weeks.

Use of Estimates

The preparation of consolidated financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Significant management judgment is required in determining the accounting for, among other things,

future cash flows associated with impairment testing for tangible and intangible long-lived assets, goodwill, contingencies and the valuation of 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 28, 2025 (Successor) and December 29, 2024 (Successor). 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 \$12.7 million restricted cash, which consists of \$10.4 million cash held at trustee accounts for Senior Secured Notes (as defined in Note 8. Debt) issued, \$1.1 million on behalf of franchisees for local advertising and \$1.2 million escrow franchise fee deposits as required by certain states at December 28, 2025 (Successor). The Company had \$17.3 million restricted cash, which consists of \$12.6 million cash held at trustee accounts for Senior Secured Notes, \$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).

Accounts Receivable

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 supply chain revenue. 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 no allowance for credit losses as of December 28, 2025 (Successor) and \$0.1 million as of December 29, 2024 (Successor). The Company wrote off \$0.2 million of accounts receivable during the fiscal year ended December 28, 2025 (Successor). 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 balances as of December 28, 2025 (Successor) and December 29, 2024 (Successor) were \$0.4 million. 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 fiscal year

ended December 28, 2025 (Successor), 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	3-5 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 \$0.6 million, \$0.3 million, \$0.2 million and \$0.2 million for the fiscal year ended December 28, 2025 (Successor), 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 28, 2025 (Successor) and December 29, 2024 (Successor), the Company capitalized \$0.7 million and \$0.6 million, respectively, net of accumulated amortization, which is included in other non-current assets in the accompanying consolidated balance sheets.

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) 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 performed a quantitative test of impairment for the fiscal year ended December 28, 2025 (Successor) using market and income approaches. Based on these assessments, the Company determined that the current fair value is higher than the current carrying amount of the reporting unit. No indications of impairment were identified for the fiscal year ended December 28, 2025 (Successor), 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. 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, 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 (Topic 805), 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 balance sheets or statements 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 \$1.9 million, \$0.6 million, \$1.1 million and \$1.9 million for the fiscal year ended December 28, 2025 (Successor), 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 28, 2025 and December 29, 2024, deferred commissions of \$1.1 million and \$0.5 million 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 issuer and the Company are settled on a net basis monthly. Beginning in December 2025, the Company entered into a new gift card program with the gift-card issuer, under which the Company earns a 16% and 5% trademark licensing fee, for the physical and digital gift card sales, respectively. The Company recognizes revenue under the new program based on the actual gift cards sold within the period. Revenues recognized under the program totaled \$1.0 million, \$0.5 million, \$0.3 million and \$0.8 million for the fiscal year ended December 28, 2025 (Successor), 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 \$3.3 million, \$1.8 million, \$1.4 million, and \$2.8 million for the fiscal year ended December 28, 2025 (Successor), the period from June 10, 2024 to December 29, 2024 (Successor), the period from January 1, 2024 to June 9, 2024 (Predecessor) and fiscal year ended December 31, 2023 (Predecessor), respectively. Such amounts have been presented as a component of Other revenues in the accompanying consolidated statements of operations.

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

(in millions)	Successor		Predecessor	
	Fiscal Year ended December 28, 2025	June 10, 2024 to December 29, 2024	January 1, 2024 to June 9, 2024	Fiscal Year ended December 31, 2023
Royalty revenue	\$ 90.1	\$ 46.2	\$ 38.6	\$ 74.9
Franchise fees	2.8	1.3	0.9	1.7
	<u>\$ 92.9</u>	<u>\$ 47.5</u>	<u>\$ 39.5</u>	<u>\$ 76.6</u>

Changes in deferred franchise fees were as follows:

(in millions)	Successor		Predecessor	
	Fiscal Year ended December 28, 2025	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	\$ 32.0	\$ 29.2	\$ 26.9	\$ 21.6
Cash received	7.0	4.1	3.2	7.0
Franchise fees recognized	(2.8)	(1.3)	(0.9)	(1.7)
Deferred franchise fees at end of period	<u>\$ 36.2</u>	<u>\$ 32.0</u>	<u>\$ 29.2</u>	<u>\$ 26.9</u>

Approximately \$18.8 million and \$17.8 million of deferred revenue as of December 28, 2025 (Successor) and December 29, 2024 (Successor), 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 11.9 and 12.0 years, respectively, as of December 28, 2025 (Successor) and December 29, 2024 (Successor).

The Company did not have any customers that represented more than 10% of total revenues for the fiscal year ended December 28, 2025 (Successor), 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 \$35.7 million, \$17.9 million, \$15.3 million, and \$24.0 million for the fiscal year ended December 28, 2025 (Successor), 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.

Advertising Expenses

The Company administers a national advertising fund and local advertising cooperatives (the "advertising funds") on the behalf of the franchisees in accordance with the franchise agreements. Franchisees contribute up to 5% 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. 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 \$10.2 million, \$5.3 million, \$4.8 million, and \$10.9 million for the fiscal year ended December 28, 2025 (Successor), 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, are included in 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 consolidated 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 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 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 during the periods presented. 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 (Topic 842). The Company's leases have remaining terms of up to 2.8 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 28, 2025 (Successor) and December 29, 2024 (Successor), 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 periods presented.

For the fiscal year ended December 28, 2025 (Successor), 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 \$0.8 million, \$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 and accounts payable approximate fair value due to their short-term nature.

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. We are evaluating the impact of adopting this ASU on its disclosures.

In November 2024, 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.

In September 2025, the FASB issued ASU No. 2025-06, "Intangibles—Goodwill and Other—Internal-Use Software (Subtopic 350-40): Targeted Improvements for Internal-Use Software" to modernize the accounting guidance for the costs incurred to obtain or develop software for internal use. The ASU removes all the references to various stages of a software development project. Under the new guidance, entities shall begin capitalizing software costs when 1) management has authorized and committed to funding the software project and 2) it is probable that the project will be completed and the software will be used to perform the function intended. The guidance is effective for fiscal years beginning after December 15, 2027, with early adoption permitted, and can be applied on a prospective, retrospective, or modified prospective basis. We are evaluating the impact of adopting this ASU on our consolidated financial statements.

3. Business Combination

On June 10, 2024, the Buyer purchased the Company for a total consideration of \$1,233.0 million, inclusive of cash consideration of \$1,218.2 million and contingent consideration of \$14.8 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 allocation of the purchase price was based on estimates of the fair value of assets acquired and liabilities assumed as of the acquisition date. During the fiscal year ended December 28, 2025, the Company finalized the allocation of the purchase price based on the additional information obtained regarding the contingent consideration liability. The excess purchase price over the fair value of net assets acquired resulted in goodwill of \$542.1 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 (Topic 820). 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 purchase price to the assets acquired and liabilities assumed:

(in millions)

Assets acquired:	
Cash and restricted cash	\$ 19.7
Accounts receivable	12.8
Other current assets	3.2
Property and equipment	2.8
Right-of-use 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	18.4
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	12.3
Total liabilities assumed	831.7
Total identifiable net assets	676.1
Goodwill	542.1
Net assets acquired	\$ 1,218.2

The business combination included 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. During the measurement period in the fiscal year 2025, the Company obtained additional information related to facts and circumstances that existed as of the acquisition date, which resulted in a decrease of \$1.5 million in the estimated fair value of the contingent consideration liability. This adjustment was recorded as a measurement period adjustment and, accordingly, decreased goodwill. The adjustment did not impact earnings. As of December 28, 2025 (Successor), the fair value of the contingent consideration liability was \$13.9 million and \$2.7 million of current portion is included in accounts payable and accrued expenses and \$11.2 million of non-current portion is included in Other non-current liabilities in the accompanying consolidated balance sheets.

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. During the fiscal year ended December 28, 2025 (Successor), the Company paid out \$3.8 million related to the contingent consideration. For the fiscal year ended December 28, 2025 (Successor) and the period from June 10, 2024 to December 29, 2024 (Successor), change in fair value of contingent consideration of \$1.7 million and 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 were recorded in the period from January 1, 2024 to June 9, 2024 (Predecessor) as a component of Other operating expense, net in the accompanying consolidated statements of operations.

4. Accounts Receivable, net

Accounts receivable, net consist of the following:

(in millions)	December 28, 2025	December 29, 2024
Supply chain revenue receivable	\$ 4.5	\$ 3.8
Royalties and advertising fees receivable	2.1	4.3
Franchise fees receivable	0.2	0.2
Other accounts receivables, net	1.8	2.1
Allowance for credit losses	—	(0.1)
Accounts receivable, net of allowance for credit losses	<u>\$ 8.6</u>	<u>\$ 10.3</u>

5. Property and Equipment, net

Property and equipment, net consist of the following:

(in millions)	December 28, 2025	December 29, 2024
Leasehold improvements	\$ 1.0	\$ 1.0
Computers and software	2.6	1.9
Machinery, equipment, and other assets	0.3	0.1
Property and equipment	3.9	3.0
Less: Accumulated depreciation	(1.3)	(0.4)
Property and equipment, net	<u>\$ 2.6</u>	<u>\$ 2.6</u>

Depreciation expense for the fiscal year ended December 28, 2025 (Successor), 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 \$0.9 million, \$0.4 million, \$0.3 million, and \$0.7 million, respectively.

6. Intangible Assets, Net

Intangible assets, net consist of the following:

(in millions)	December 28, 2025	December 29, 2024
Indefinite-lived intangibles:		
Trademarks and trade names	\$ 1,150.0	\$ 1,150.0
Definite-lived intangibles:		
Franchise agreements	315.0	315.0
Accumulated amortization	(24.5)	(8.7)
Total definite-lived intangibles, net	290.5	306.3
Total intangibles, net	<u>\$ 1,440.5</u>	<u>\$ 1,456.3</u>

Amortization expense related to intangible assets was \$15.8 million, \$8.7 million, \$5.1 million, and \$11.9 million for the fiscal year ended December 28, 2025 (Successor), 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 at December 28, 2025 (Successor):

Fiscal Year	(in millions)
2026	\$ 15.8
2027	15.8
2028	16.1
2029	15.8
2030	15.8
Thereafter	211.2
	<u>\$ 290.5</u>

7. Other Current Liabilities

Other current liabilities consist of the following:

(in millions)	December 28, 2025	December 29, 2024
Accrued payroll and incentive compensation	\$ 4.1	\$ 6.5
Accrued interest expense	4.0	4.0
Gift card liability	1.6	1.1
Current portion deferred franchise fees	1.5	1.3
Other	0.5	0.5
Other current liabilities	<u>\$ 11.7</u>	<u>\$ 13.4</u>

8. Debt

Long-term debt consisted of the following:

(in millions)	December 28, 2025	December 29, 2024
Series 2024-1 Senior secured notes, Class A-2 (6.291% fixed rate)	\$ 564.3	\$ 570.0
Less: deferred financing costs	(10.4)	(12.3)
Total debt, net	553.9	557.7
Less: debt payable within a year	(5.7)	(5.7)
Long-term debt	<u>\$ 548.2</u>	<u>\$ 552.0</u>

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 and for the fiscal year ended December 28, 2025 (Successor), and as of December 29, 2024 (Successor) and for the period from September 6, 2024 to December 29, 2024 (Successor).

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 began on February 20, 2025. The outstanding Senior Secured Notes at December 28, 2025 (Successor) and December 29, 2024 (Successor), totaled \$564.3 million and \$570.0 million, respectively, under the Indenture. The Senior Secured Notes under the Indenture are presented in the consolidated balance

sheet, net of \$10.4 million and \$12.3 million as of December 28, 2025 (Successor) and December 29, 2024 (Successor), respectively, in unamortized debt issuance costs.

Aggregate future principal payments on the term loans are as follows at December 28, 2025 (Successor):

Fiscal Year	(in millions)
2026	\$ 5.7
2027	5.7
2028	5.7
2029	5.7
2030	5.7
Thereafter	\$ 535.8
Total	<u>\$ 564.3</u>

9. Income Taxes

Income tax expense (benefit) consisted of the following:

(in millions)	Successor						Predecessor					
	Fiscal Year ended December 28, 2025			June 10, 2024 to December 29, 2024			January 1, 2024 to June 9, 2024			Fiscal Year ended December 31, 2023		
	Current	Deferred	Total	Current	Deferred	Total	Current	Deferred	Total	Current	Deferred	Total
Federal	\$ 0.6	\$ 5.2	\$ 5.8	\$ 0.5	\$ (0.9)	\$ (0.4)	0.0	-14.2	\$ (14.2)	1.6	7.2	\$ 8.8
State	0.1	(0.2)	(0.1)	—	(0.2)	(0.2)	0.0	-3.8	(3.8)	0.2	0.9	1.1
Income tax expense (benefit)	<u>\$ 0.7</u>	<u>\$ 5.0</u>	<u>\$ 5.7</u>	<u>\$ 0.5</u>	<u>\$ (1.1)</u>	<u>\$ (0.6)</u>	<u>\$ —</u>	<u>\$ (18.0)</u>	<u>\$ (18.0)</u>	<u>\$ 1.8</u>	<u>\$ 8.1</u>	<u>\$ 9.9</u>

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

(in millions)	Successor				Predecessor			
	Fiscal Year ended December 28, 2025		June 10, 2024 to December 29, 2024		January 1, 2024 to June 9, 2024		Fiscal Year ended December 31, 2023	
	Amount	%	Amount	%	Amount	%	Amount	%
Income (loss) before income taxes	\$ 25.9		\$ 4.5		\$ (23.1)		\$ 5.9	
Reconciliation of the effective tax rate:								
Expected income tax expense (benefit) at statutory rate	5.4	21 %	0.9	21 %	(4.9)	21 %	1.2	21 %
State tax expense, net of federal tax	(0.1)	(1)%	(0.1)	(3)%	(3.3)	14 %	0.1	2 %
Change in valuation allowance (a)	—	— %	—	— %	4.7	(20)%	8.5	144 %
Excess tax benefits from stock compensation	0.4	2 %	—	— %	(12.3)	53 %	—	— %
Transaction costs	—	— %	(1.4)	(31)%	(2.4)	10 %	—	— %
Other, net	—	— %	—	— %	0.2	(1)%	0.1	1 %
Income tax expense (benefit)	<u>\$ 5.7</u>	<u>22 %</u>	<u>\$ (0.6)</u>	<u>(14)%</u>	<u>\$ (18.0)</u>	<u>78 %</u>	<u>\$ 9.9</u>	<u>168 %</u>

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

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

(in millions)	December 28, 2025	December 29, 2024
Deferred tax assets:		
Net operating loss carryforwards	\$ 17.2	\$ 19.7
Lease liabilities	0.7	0.9
Accrued expenses	1.0	1.0
Deferred revenue	7.2	5.5
Stock compensation	—	0.3
Excess interest deductions	27.1	24.4
Other	0.9	0.6
	<u>54.1</u>	<u>52.4</u>
Deferred tax liabilities:		
Intangible assets	(302.1)	(296.3)
Lease right-of-use assets	(0.7)	(0.8)
Property and equipment	(0.6)	(0.3)
Prepaid expenses	(1.4)	(0.7)
	<u>(304.8)</u>	<u>(298.1)</u>
Deferred tax liabilities, net	<u>\$ (250.7)</u>	<u>\$ (245.7)</u>

As of December 28, 2025 (Successor) and December 29, 2024 (Successor), the Company had \$62.6 million and \$71.6 million of federal net operating loss carryforwards (NOLs), respectively, which may be used to offset up to 80% of the federal taxable income annually under the current law. Further, as of December 28, 2025 (Successor) and December 29, 2024 (Successor), the Company had \$84.3 million and \$98.2 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 2026. NOLs are recorded as a component of Deferred tax liabilities, net in the accompanying consolidated balance sheets. The Company had no valuation allowance against its deferred tax assets as of December 28, 2025 (Successor) and December 29, 2024 (Successor). 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.

As of December 28, 2025 (Successor), the 2022 through 2025 tax returns generally remain subject to examination by federal and various state tax authorities. Tax attributes, such as NOLs, arising in periods prior to 2022 may also be subject to examination.

The Company had no unrecognized tax benefits as of December 28, 2025 (Successor) and December 29, 2024 (Successor).

On July 4, 2025, the One Big Beautiful Bill Act ("the Act") was signed into law. The Act includes a broad range of tax reform provisions, including extending and modifying certain key Tax Cuts and Jobs Act provisions and provisions allowing accelerated tax deductions for qualified property and research expenditures. The Act has multiple effective dates, with certain provisions effective in 2025 and others to be implemented through 2027. The Act's enactment did not materially impact our effective income tax rate or cash tax position for the year ended December 28, 2025. We will continue to evaluate the impact of the Act's provisions that take effect in future years.

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 28, 2025 (Successor) and December 29, 2024 (Successor). 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 fiscal year ended December 28, 2025 (Successor) and the period from June 10, 2024 to December 29, 2024 (Successor), the Company received cash contributions of \$2.6 million and \$15.0 million, respectively, 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 \$7.5 million, \$4.1 million, and \$0.3 million for the fiscal year ended December 28, 2025 (Successor), 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 Expense, Net

Other operating expense, net consists of the following:

(in millions)	Successor		Predecessor	
	Fiscal Year ended December 28, 2025	June 10, 2024 to December 29, 2024	January 1, 2024 to June 9, 2024	Fiscal Year ended December 31, 2023
Strategic transition costs	\$ 7.7	\$ 0.3	\$ 0.2	\$ 1.1
Equity-based compensation	1.8	1.4	1.7	6.4
Change in fair value of contingent consideration	1.7	1.1	—	—
Severance payments - Executive	0.8	0.9	—	—
Management fees	0.8	0.2	0.5	1.3
Technology implementation expenses	0.2	0.2	0.1	0.3
Integration, business combination and transaction	—	3.4	27.4	0.3
Refinancing costs	—	0.2	—	0.2
Other expenses, net	1.3	—	—	—
Total other operating expense, net	<u>\$ 14.3</u>	<u>\$ 7.7</u>	<u>\$ 29.9</u>	<u>\$ 9.6</u>

13. Equity-Based Compensation

Successor

For the fiscal year ended December 28, 2025 (Successor) and the period from June 10, 2024 to December 29, 2024 (Successor), Peach Management Aggregator, LLC (“Aggregator”) issued profit interest units in the form of Class B Units (“Incentive Units”) to certain employees of Tropical Smoothie Cafe, LLC and board members of Peach TopCo GP, LLC pursuant to an Incentive Unit Subscription Agreement(s). One third of the Incentive Units granted vest proportionately each year following the date of grant over a 5-year period based on continued service through each applicable vesting date (“Time-Vesting Units”). The remaining two thirds of the Incentive Units granted vest based on Blackstone Inc. and its affiliates’ satisfaction of certain multiples of cumulative invested capital and annual internal rates of return in connection with the Transaction (“Performance-Vesting Units”). The Incentive Units were granted by Aggregator, a parent company of Peach MidCo LLC. Aggregator holds interests in Peach MidCo LLC corresponding to the number of Incentive Units granted. The Incentive Units were granted in connection with the Transaction. As of December 28, 2025 (Successor), 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 \$1.8 million and \$1.4 million for the fiscal year ended December 28, 2025 (Successor) and the period from June 10, 2024 to December 29, 2024 (Successor), respectively, 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 summarizes the activity of Class B Units for the fiscal year ended December 28, 2025 (Successor) and the period from June 10, 2024 to December 29, 2024 (Successor):

	Time-vesting		Performance-vesting	
	Units Outstanding (in thousands)	Weighted Average Fair Value	Units Outstanding (in thousands)	Weighted Average Grant Date Fair Value
Balance as of June 10, 2024	—	—	—	—
Units granted	24,571	\$ 0.35	49,143	\$ 0.25
Units exercised	—	—	—	—
Units forfeited or canceled	—	—	—	—
Balance as of December 29, 2024	24,571	\$ 0.35	49,143	\$ 0.25
Units granted	3,317	\$ 0.31	6,634	\$ 0.20
Units exercised	(68)	\$ 0.35	—	—
Units forfeited or canceled	(272)	\$ 0.35	(680)	\$ 0.25
Balance as of December 28, 2025	27,548	\$ 0.34	55,097	\$ 0.24

	Time-vesting		Performance-vesting	
	Units Nonvested (in thousands)	Weighted Average Fair Value	Units Nonvested (in thousands)	Weighted Average Fair Value
Balance as of June 10, 2024	—	—	—	—
Units granted	24,571	\$ 0.35	49,143	\$ 0.25
Units vested	(2,143)	0.34	—	—
Units forfeited or canceled	—	—	—	—
Balance as of December 29, 2024	22,428	\$ 0.35	49,143	\$ 0.25
Units granted	3,317	\$ 0.31	6,634	\$ 0.20
Units vested	(5,054)	\$ 0.34	—	—
Units forfeited or canceled	(272)	\$ 0.35	(680)	\$ 0.25
Balance as of December 28, 2025	20,419	\$ 0.34	55,097	\$ 0.24

Assumptions for grants issued in the fiscal year ended December 28, 2025 (Successor) and the period from June 10, 2024 to December 29, 2024 (Successor) are as follows:

	Fiscal Year ended December 28, 2025	June 10, 2024 to December 29, 2024
Risk-free interest rate	3.91%	4.30%
Volatility factor (average)	44%	50%
Dividend yield	0%	0%
Expected life (years)	4.5	5

Predecessor

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. 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:

	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

The terms of any such grant of an equity incentive were 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	503	\$ 126.34
Granted	4	235.40
Exercised	(1)	100.00
Forfeited/canceled	(21)	139.55
Outstanding, December 31, 2023	485	126.72
Granted	—	—
Exercised	—	—
Forfeited/canceled	(485)	126.72
Outstanding, June 9, 2024	—	\$ —

	Number of Options (in thousands)	Grant Date Fair Value
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
Granted	—	—
Vested	—	—
Forfeited/canceled	(328)	52.31
Nonvested options, outstanding, June 9, 2024	—	—

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 fiscal year ended December 28, 2025 (Successor) and 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 \$0.6 million and \$0.2 million of management fee to board members of Peach TopCo GP, LLC for the fiscal year ended December 28, 2025 (Successor) and the period from June 10, 2024 to December 29, 2024 (Successor), respectively, 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 fiscal year ended December 28, 2025 (Successor), 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 \$0.7 million, \$0.3 million, \$0.3 million, and \$0.5 million for the fiscal year ended December 28, 2025 (Successor), 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 balance sheet date of December 28, 2025 and the date the consolidated financial statements were available for issuance, April 8, 2026, and has concluded that all subsequent events requiring recognition or disclosure have been incorporated into these consolidated financial statements.

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REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Directors and Shareholders
TSC Intermediate, Inc.

Opinion

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

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

Basis for opinion

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

Responsibilities of management for the financial statements

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

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

Auditor's responsibilities for the audit of the financial statements

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

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

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

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



Atlanta, Georgia
April 11, 2024

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

	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.....	<u>\$ 646,272</u>	<u>\$ 657,979</u>
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.....	<u>\$ 646,272</u>	<u>\$ 657,979</u>

See accompanying notes to consolidated financial statements

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

	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.....	<u>163,826</u>	<u>139,061</u>
Cost of revenues and operating expenses:		
Cost of sales(1).....	932	879
Area developer fees.....	2	182
Advertising expenses.....	49,793	40,807
Selling, general and administrative expenses.....	44,278	41,652
Depreciation and amortization.....	12,840	11,867
Other operating expenses, net.....	9,589	14,724
Total cost of revenues and operating expenses.....	<u>117,434</u>	<u>110,111</u>
Operating income.....	46,392	28,950
Interest expense, net.....	40,479	28,967
Income (loss) before taxes.....	5,913	(17)
Income tax expense.....	9,918	1,133
Net loss and total comprehensive loss.....	<u>\$ (4,005)</u>	<u>\$ (1,150)</u>

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

See accompanying notes to consolidated financial statements.

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

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

See accompanying notes to consolidated financial statements.

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

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

See accompanying notes to consolidated financial statements.

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

1. Nature of Business and Organization

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

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

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

2. Summary of Significant Accounting Policies

Basis of Presentation and Principles of Consolidation

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

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

Fiscal Year

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

Use of Estimates

The preparation of consolidated financial statements in conformity with US GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Significant management judgment is required in determining the accounting for, among other things, future cash flows associated with impairment testing for tangible and intangible long-lived assets, goodwill, contingencies, and the valuation of stock-based compensation. Actual results could differ from these estimates.

Cash and Cash Equivalents

Cash and cash equivalents consist of cash and highly liquid investments that are readily convertible into cash and have a maturity of ninety days or less when purchased. These balances are carried at cost, which approximates fair value. The Company had no cash equivalents at December 31, 2023 and December 25, 2022. The financial instruments which

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

Restricted Cash

Restricted cash consists primarily of cash held on behalf of franchisees for local advertising and for escrow franchise fee deposits as required by certain states.

Accounts Receivable

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

Inventory

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

Property and Equipment

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

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

Capitalized Software

The Company capitalizes costs associated with internal-use software once a project has established technological feasibility. The establishment of technological feasibility and the ongoing assessment of recoverability of capitalized software development costs requires considerable judgment by management with respect to certain factors, including, but not limited to, software design and configuration, anticipated future gross revenues, estimated economic life, and changes in software technologies. Such capitalized costs include external direct costs utilized in developing the software. Once the internal-use software is ready for its intended use, the asset will be amortized on a straight-line basis over the estimated useful life. The Company recorded amortization expense of \$230 and \$231, respectively, for the fiscal years ended December 31, 2023, and December 25, 2022. As of December 31, 2023 and December 25, 2022, the Company capitalized \$682 and \$176, respectively, net of accumulated amortization, which is included in other assets in the accompanying consolidated balance sheets.

Long-Lived Assets

The Company's long-lived assets consist of definite-lived intangible assets, property and equipment, lease right-of-use assets, and other long-lived assets. Long-lived assets are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. When indicators of impairment are present, the Company evaluates the carrying amount of such assets in relation to the operating performance and future estimated undiscounted net cash flows expected to be generated by the assets or underlying businesses. If such assets are considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the assets exceeds the fair value of the assets. The assessment of the recoverability of assets will be impacted if estimated future operating cash flows are not achieved. There were no impairment losses recognized during the fiscal years ended December 31, 2023, and December 25, 2022.

Goodwill and other indefinite-lived intangibles

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

Intangible Assets

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

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

Deferred Loan Costs

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

Deferred Franchise Fees and Commission Expense

Deferred franchise fees consist primarily of initial franchise fees received for which the Company has not substantially performed or satisfied all material services or conditions related to the sale of the franchise. Commission payments associated with initial franchise agreements are deferred and amortized to operating expenses upon recognition of the related franchise fee revenue pursuant to ASC Topic 606, *Revenue from Contracts with Customers* (Topic 606). As of December 31, 2023 and

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

Revenue Recognition

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

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

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

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

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

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

(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
	<u>\$ 76,627</u>	<u>\$ 65,264</u>

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.....	<u>\$ 26,903</u>	<u>\$ 21,631</u>

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

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

Consideration from Vendors

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

Advertising Expenses

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

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

Equity-Based Compensation

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

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

Income Taxes

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

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

The Company applies the provisions of accounting standards for income taxes. These standards require that a tax position be recognized or derecognized based on a 'more-likely-than-not' threshold. This applies to positions taken or expected to be taken in a tax return. The Company does not believe its consolidated financial statements include any material uncertain tax positions. There have been no penalties or interest incurred by the Company during the fiscal years ended December 31, 2023 and December 25, 2022. Interest and penalties, when incurred, are recognized in other expense, net.

Leases

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

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

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

Fair Value Measurements

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

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

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

New Accounting Pronouncements

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

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

3. Accounts and Notes Receivable

Accounts and notes receivable consist of the following:

(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.....	<u>\$ 6,320</u>	<u>\$ 6,286</u>

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.....	<u>\$ 12,221</u>	<u>\$ 10,543</u>

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.....	<u>\$ 2,641</u>	<u>\$ 2,526</u>

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

6. Intangible Assets, Net

Intangible assets, net consist of the following:

(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.....	<u>\$ 349,636</u>	<u>\$ 361,494</u>

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

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

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

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

7. Debt

Long-term debt consisted of the following:

(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.....	<u>\$ 509,253</u>	<u>\$ 373,307</u>

Senior Credit Facility

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

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

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

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

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

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

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

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

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

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

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

Year	(in thousands)
2024.....	\$ 1,593
2025.....	1,194
2026.....	514,580
2027.....	-
2028.....	-
Total.....	<u>\$ 517,367</u>

Fair Value of Debt

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

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

8. Leases

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

Components of lease expense were as follows:

(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.....	<u>\$ 884</u>	<u>\$ 881</u>

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

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

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

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

9. Income Taxes

Income tax expense consisted of the following:

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

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

	December 31, 2023		December 25, 2022	
	Amount (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.....	<u>\$ 9,918</u>	<u>168 %</u>	<u>\$ 1,133</u>	<u>(6248)%</u>

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

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

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

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

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

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

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

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

10. Commitments and Contingencies

Litigation

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

11. Shareholders' Equity

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

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

12. Other Operating Expense, Net

Other operating expense, net consists of the following:

(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.....	<u>\$ 9,589</u>	<u>\$ 14,724</u>

13. Equity-Based Compensation

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

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

	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, 2026
Hawaii	Pending
Illinois	Pending
Indiana	Pending
Maryland	Pending
Michigan	Pending
Minnesota	Pending
New York	Pending
North Dakota	Pending
Rhode Island	Pending
South Dakota	Pending
Virginia	Pending
Washington	Pending
Wisconsin	Pending

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

RECEIPT

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

If TSC FRANCHISOR, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale. New York and Rhode Island require that we give you this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration that relates to the franchise relationship. Michigan requires that we give you this disclosure document at least 10 business days before the execution of any binding franchise or other agreement, or payment of any consideration, whichever occurs first.

If TSC FRANCHISOR, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (as listed in Exhibit A to this disclosure document).

The franchisor is TSC Franchisor, LLC, located at 1117 Perimeter Center West, Suite W200, Atlanta, Georgia 30338. Its telephone number is (770) 821-1900.

We authorize the respective state agencies identified on Exhibit A to receive service of process for us if we are registered in the particular state.

Issuance Date: April 17, 2026

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, John Pugh, Dawn Eriksen-Foy, Ryan Nelson, Brian Blosser, Michael Landru, Robert Fischer, Curtis Roberts, Caonex Abreu, and Damon Kimble	1117 Perimeter Center West, Suite W200, Atlanta, GA 30338	(770) 821-1900

I received a disclosure document dated April 17, 2026. (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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Issuance Date: April 17, 2026

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, John Pugh, Dawn Eriksen-Foy, Ryan Nelson, Brian Blosser, Michael Landru, Robert Fischer, Curtis Roberts, Caonex Abreu, and Damon Kimble	1117 Perimeter Center West, Suite W200, Atlanta, GA 30338	(770) 821-1900

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RETURN THIS RECEIPT TO US AT:

TSC FRANCHISOR, LLC

1117 Perimeter Center West, Suite W200

Atlanta, Georgia 30338

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

Email: franchisedevelopment@tropicsmoothie.com

Signature: _____

Print Name: _____

Date: _____