

Board Member: Matt Seidler

Mr. Seidler serves as a member of our Board of Directors in Florence, Kentucky and has done so since July 2024. Mr. Seidler is also a Partner of Seidler Equity Partners, an investment firm in Marina del Ray, California since January 2009.

### **ITEM 3 LITIGATION**

No litigation is required to be disclosed in this Item.

### **ITEM 4 BANKRUPTCY**

No bankruptcy is required to be disclosed in this Item.

### **ITEM 5 INITIAL FEES**

#### Initial Franchise Fee

You must pay us an initial franchise fee ("Initial Franchise Fee") of \$15,000 when you sign the Franchise Agreement. The Initial Franchise Fee is payment for all of our pre-opening assistance that we provide to allow you to open your Travelin' Tom's Business and also offsets some of our franchisee recruitment expenses. Each Franchise Agreement will grant you the right to operate one BEV and Additional Equipment in the Protected Territory. If you desire to operate more than one BEV, you will be required to purchase an additional Travelin' Tom's Coffee Franchise for each BEV. The Initial Franchise Fee is due in full at the time you sign the Franchise Agreement(s), uniform, non-refundable, and deemed fully earned by us once paid. During our last fiscal year, ended December 31, 2025, we collected Initial Franchise Fees of \$15,000.

#### Additional Franchise Reservation Fee

Franchisees may also reserve an additional Franchise and territory ("Reserved Franchise") subject to availability and our approval by paying a reservation fee of \$10,000 per Reserved Franchise ("Reservation Fee") when you sign the "Additional Franchise Reservation Agreement" which is attached as Exhibit H-5 to this Franchise Disclosure Document. You will be able to reserve a territory for up to 12 months. We will also give you a right of first refusal for an additional 12 months if you do not purchase the Reserved Franchise within the initial 12-month period. You cannot renew the Additional Franchise Reservation Agreement if you do not purchase the Reserved Franchise. The Reservation Fee will be applied to the Initial Franchise Fee if you execute a new franchise agreement for an additional Travelin' Tom's Coffee Franchise. The Reservation Fee is uniform and nonrefundable even if you do not open an additional Travelin' Tom's Coffee Franchise.

#### Beverage Entertainment Vehicle

You must purchase one BEV from us. You will be required to pay the then-current BEV price at the time you take delivery. The current price for a used BEV and installed equipment is \$155,231 to \$167,482. As of the Issuance Date of this Franchise Disclosure Document, the current price for a new BEV is between \$171,950 and \$179,950. You will pay a nonrefundable \$5,000 deposit when you sign the Franchise Agreement and the remaining balance of \$150,000231 to \$174,950 when you take delivery of



Type of Expenditure	Amount		Method of Payment	When Due	To Whom Payment is Made
	Low	High			
Reservation Fee <sup>(1)</sup>	\$0	\$10,000	Lump Sum	Upon signing the Additional Franchise Reservation Agreement	Us
BEV and Installed Equipment <sup>(2)</sup>	\$155,231	\$179,950	Two Installments	\$5,000 due upon signing the Franchise Agreement and the balance of <del>\$166,950</del> <u>150,231</u> to \$174,950 due upon delivery or pick up of the BEV and related equipment	Us
Training Expenses <sup>(3)</sup>	\$140	\$950	As Incurred	As Incurred	Providers of Travel, Lodging, and Food Services
BEV Delivery <sup>(4)</sup>	\$0	\$10,000	Lump Sum	Upon delivery of the BEV and related equipment	Third Parties
BEV Compliance Fee	\$0	\$7,000	As Incurred	As Incurred	Us or our affiliate
BEV Insurance for 3 Months <sup>(5)</sup>	\$1,000	\$2,100	As Incurred	As Incurred	Our affiliate or Insurance Companies
Tax, Title, and Licensing of BEV <sup>(6)</sup>	\$1,000	\$8,000	Lump Sum	Upon delivery or pick up of the BEV	Government Agencies
Initial Inventory <sup>(7)</sup>	\$11,500	\$11,500	Lump Sum	Before Opening	Us
Optional Inventory <sup>(8)</sup>	\$0	\$225	As Incurred	As Incurred	Us, Suppliers
Permits and Licenses <sup>(9)</sup>	\$250	\$1,500	Lump Sum	As Incurred	Government Agencies
Real Estate or BEV Storage <sup>(10)</sup>	\$0	\$4,000	As Incurred	As Incurred	Third Parties
Computer System and Software	\$0	\$1,000	As Incurred	Before Opening	Suppliers

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.

Fee Deferral

~~—The Department has determined that we, the franchisor, have not demonstrated we are adequately capitalized and/or that we must rely on franchise fees to fund our operations. The Commissioner has imposed a fee deferral condition, which requires that we defer the collection of all initial fees from California franchisees until we have completed all of our pre-opening obligations and you are open for business.~~

**HAWAII**

The following is added to the Cover Page:

**THIS FRANCHISE WILL BE/HAS BEEN FILED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF HAWAII. FILING DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS THAT THE INFORMATION PROVIDED IN THIS FRANCHISE DISCLOSURE DOCUMENT 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 YOU OR SUBFRANCHISOR AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY YOU OR SUBFRANCHISOR OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY YOU, WHICHEVER OCCURS FIRST, A COPY OF THE FRANCHISE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.**

**THIS FRANCHISE DISCLOSURE DOCUMENT 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 US AND YOU.**

Registered agent in the state authorized to receive service of process:

Commissioner of Securities of the State of Hawaii  
Department of Commerce and Consumer Affairs  
Business Registration Division  
335 Merchant Street, Room 203  
Honolulu, Hawaii 96813



Any questions regarding this notice should be directed to:

State of Michigan  
Department of Attorney General  
Consumer Protection Division  
Attn: Franchise  
670 Law Building  
525 W. Ottawa Street  
Lansing, Michigan 48913  
Telephone Number: (517) 373-7117

No statement, questionnaire, or acknowledgment 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 any 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**

**THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.**

**THE MINNESOTA FRANCHISE ACT MAKES IT UNLAWFUL TO OFFER OR SELL ANY FRANCHISE IN THIS STATE WHICH IS SUBJECT TO REGISTRATION WITHOUT FIRST PROVIDING TO THE PROSPECTIVE FRANCHISEE, AT LEAST 7 DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 7 DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION, BY THE FRANCHISEE, WHICHEVER OCCURS FIRST, A COPY OF THIS PUBLIC OFFERING STATEMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE FRANCHISE. THIS PUBLIC OFFERING STATEMENT CONTAINS A SUMMARY ONLY OF CERTAIN MATERIAL PROVISIONS OF THE FRANCHISE AGREEMENT. THE CONTRACT OR AGREEMENT SHOULD BE REFERRED TO FOR AN UNDERSTANDING OF ALL RIGHTS AND OBLIGATIONS OF BOTH THE FRANCHISOR AND THE FRANCHISEE.**

Despite anything to the contrary in the Franchise Agreement, the following provisions will supersede and apply to all Franchises offered and sold in the State of Minnesota:

1. Any provision in the Franchise Agreement which would require you to assent to a release, assignment, novation or waiver that would relieve any person from liability imposed by Minnesota Statutes, Sections 80C.01 to 80C.22 will be void to the extent that such contractual provision violates such law.
2. Minnesota Statute Section 80C.21 and Minnesota Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota. In addition, nothing in the FDD or Franchise 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 Minnesota.

