FRANCHISE DISCLOSURE DOCUMENT



SCOOTER'S COFFEE FRANCHISOR, LLC
(a Delaware limited liability company)
11808 Miracle Hills Drive, Suite #400
Omaha, Nebraska 68154
Phone: (877) 494-7004
Fax: (402) 614-3702
www.scooterscoffee.com

Scooter's Coffee Franchisor, LLC, is offering franchises for the right to operate a location under the service mark "SCOOTER'S COFFEE" that offers and sells espresso drinks, smoothies, baked goods, and other items.

The total investment necessary to begin operation of a SCOOTER'S COFFEE franchise is from $658,898 to $1,345,750. This includes $220,000 to $286,000 that must be paid to the franchisor or an affiliate.

The total investment necessary to begin operation under a Multiple Store Development Agreement is from $678,898 to $1,425,750, depending on number of Stores opened under the Multiple Store Development Agreement (this range is for the purchase of two to five Stores). This includes $240,000 to $366,000 that must be paid to the franchisor or an affiliate (this range is for the purchase of two to five Stores).

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 to you. To discuss the availability of disclosures in other formats, contact Tim Arpin at Scooter's Coffee Franchisor, LLC, 11808 Miracle Hills Drive, Suite #400, Omaha, Nebraska 68154. Telephone: 877-494-7004.

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 an 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, D.C. 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.

Issuance Date: July 14, 2026, as amended October 5, 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 Exhibits D and E.
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 F 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 Scooter's Coffee business 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 a Scooter's Coffee franchisee?	Item 20 or Exhibits D and E 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, arbitration or litigation only in Nebraska. Out-of-state mediation, arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate or litigate with the franchisor in Nebraska than in your own state.

2. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or they set. These prices may be higher than prices you could obtain elsewhere for the same or similar goods. This may reduce the anticipated profit of your franchise business.

3. **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your own outlet.

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.

DISCLOSURES REQUIRED BY MICHIGAN LAW

To the extent the Michigan Franchise Investment Law, Mich. Comp. Laws §§445.1501 – 445.1546 applies, the terms of this Addendum apply.

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.

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

(b) 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.

(c) A provision that permits a franchisor to terminate a franchise prior to 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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:

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

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

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

(iv) 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.

(h) 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).

(i) 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.

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.

If the franchisee has any questions regarding this notice, those questions should be directed to the Michigan Department of Attorney General, Corporate Oversight Division, Attn.: Franchise Section, 525 W. Ottawa Street, G. Mennen Williams Building, 5th Floor, Lansing, Michigan 48913, telephone: (517) 335-7567.

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

The franchisor is Scooter's Coffee Franchisor, LLC and is referred to in this Disclosure Document as "Scooter's," "we," "us" or "our." We refer to the individual or entity who buys the franchise as "you" throughout this Disclosure Document. If you are a corporation, partnership or a limited liability company, "you" also may refer to the shareholders of the corporation, partners of the partnership or members of the limited liability company, including your Principal Owners.

As disclosed in Item 15, we currently will only permit a franchised Store to be operated by a franchisee that is a corporation, limited liability company or partnership. Although we may enter into a Franchise Agreement with you in your individual capacity as the franchisee, you must form a legal entity and transfer the franchise to that legal entity within 90 days following the effective date of the Franchise Agreement, which must be prior to entering into a lease or purchase agreement for the site for the Store.

The first Scooter's store was created in 1998 by Don and Linda Eckles and Scooter's franchises were first offered in 2002.

Franchisor

We are a Delaware limited liability company organized on April 24, 2026. We do business as "Scooter's Coffee." Our principal business address is 11808 Miracle Hills Drive, Suite #400, Omaha, Nebraska 68154. We began offering SCOOTER'S COFFEE Store franchises in June 2026.

We have not operated and do not currently operate SCOOTER'S COFFEE Stores, although one or more of our affiliates and predecessors have operated SCOOTER'S COFFEE Stores for 28 years. We have not offered franchises in any other line of business. Our agents for service of process are disclosed in Exhibit A. Other than offering SCOOTER'S COFFEE franchises and operating the SCOOTER'S COFFEE franchise system, we have no other business activities.

The Franchise

We offer franchises for the establishment and operation of quick-service coffee stores, that offer and sell espresso drinks, smoothies, baked goods, and other items under the form of Franchise Agreement attached as Exhibit B ("Franchise Agreement"). We currently offer franchises for three different store types as described below:

- Drive-Thru Kiosk Store – Our predecessor as disclosed below offered franchises for drive-thru "Kiosk Stores" from 2002 to June 2026. There is generally no seating in Kiosk Stores and sales are primarily of drinks and associated food products served through drive-up windows. Kiosk Stores are designed to have a small footprint, and are usually located in a parking lot near other retail shopping.

- End Cap Store – Our predecessor has offered franchises for "End Cap Stores" from 2002 to 2017, and from January 2024 to June 2026. An End Cap Store typically is located in a strip center as "end cap space," and offers indoor ordering and a drive-up window.

- Other Store – We consider an "Other Store" to be any Scooter's Coffee site that does not fall into one of the above categories. These include locations in a free-standing building, or inside institutional locations such as hospitals, malls, schools, airports, or sporting venues. Other Stores may also include stores having substantial indoor seating with a drive-thru and public restroom, or stores with only a site-specific service counter.

We refer to all of the store models above as "SCOOTER'S COFFEE Stores" or "Stores" in this Disclosure Document. Although the specifics of each Store may vary based on location, consumer preferences and various other factors, all Stores must operate under the service mark "SCOOTER'S COFFEE" and related trademarks (together, the "Marks") and our marketing plan and proprietary business methods ("System"). Under the terms of the Franchise Agreement, franchisees are loaned a franchise operations manual (the "Operations Manual").

We also offer multi-unit franchises under a Multiple Store Development Agreement (the "MSD Agreement"), a copy of which is attached as Exhibit C. If you sign an MSD Agreement, you must open a certain number of Stores according to an agreed upon development schedule. You will sign a separate franchise agreement for each Store you develop. For each future Store you develop, you must sign our then-current form of franchise agreement, which form franchise agreement will differ from the Franchise Agreement attached to this Disclosure Document as Exhibit B. The minimum number of Stores for an MSD Agreement is two.

We currently operate a franchisee referral program under which we will pay a franchisee a referral fee if the franchisee refers to us a qualified candidate who signs a franchise agreement and the franchisee satisfies other conditions of the program.

Parents, Predecessor and Affiliates

Parents

We are a direct wholly owned subsidiary of Scooter's Coffee Issuer, LLC ("Scooter's Issuer"), formed in connection with the Securitization Transaction described below. Scooter's Issuer is a direct wholly owned subsidiary of Scooter's Coffee SPV Guarantor, LLC ("Scooter's SPV Holdco"), formed in connection with the Securitization Transaction. Scooter's SPV Holdco is a direct wholly owned subsidiary of our predecessor, Scooter's Coffee, LLC ("SCL"). The parent company of Scooter's Coffee, LLC is Boundless Enterprises Group, LLC, (formerly Boundless Enterprises, LLC) ("Parent" or "Boundless Enterprises"). Parent, as a former franchisee of our predecessor, operated SCOOTER'S COFFEE Stores from November 2006 to October 2010. All of the entities disclosed in this paragraph have the same principal business address as we do.

Boundless Enterprises is a direct wholly owned subsidiary of Boundless Parent, LLC ("Boundless Parent"), a Delaware limited liability company formed on August 20, 2026. As a result of the M-One Transaction described below, Boundless Parent is majority owned and controlled by M-One Boundless Investors, LLC ("M-One Investors"), a Delaware limited liability company. M-One Investors is controlled by M-One Capital Arabica Aggregator, LP ("M-One Aggregator"), a Delaware limited partnership. Boundless Parent, M-One Investors and M-One Aggregator each has its principal business address at 1601 Dodge Street, Suite 3800, Omaha, Nebraska 68102.

None of the entities discussed above have offered franchises in any line of business, except for our predecessor as discussed below.

Predecessor

As discussed above, our predecessor is SCL. SCL offered SCOOTER'S COFFEE franchises from October 2010 to June 2026 and also offered area representative franchises from September 2012 to November 1, 2023. SCL has operated SCOOTER'S COFFEE Stores since September 2010. SCL also acts as our manager as described below.

Affiliate

We have one affiliate that must be disclosed in this Disclosure Document. Harvest Roasting, LLC, known as "Scooter's Coffee Supply Chain" and which may be referred to in this Disclosure Document as "Supply Chain", provides coffee beans, syrups and sauces, sandwiches, burritos, baked goods (in areas where it delivers these goods), smoothie mixes, paper goods (e.g., hot and cold cups, lids, napkins, etc.) and other items bearing any SCOOTER'S COFFEE logo or trademark, and equipment (e.g., brewers, grinders and ovens) to SCOOTER'S COFFEE franchisees and other licensees of ours. Scooter's Coffee Supply Chain has the same principal business address as us. It has never offered franchises in any line of business.

We have no other predecessors, parents or affiliates that must be disclosed in this Disclosure Document.

Securitization Transaction and M-One Transaction

Our Parent and its affiliates were restructured in a securitization financing transaction that closed in June 2026 (the "Securitization Transaction"). As part of the Securitization Transaction, our predecessor, SCL, transferred all existing U.S. franchise, multiple store development and related agreements for SCOOTER'S COFFEE Stores to us, and we became the franchisor of all existing and future franchise, multiple store development and related agreements. Ownership and control of all U.S. trademarks and certain intellectual property relating to the operation of SCOOTER'S COFFEE Stores in the U.S. were transferred to us.

Upon closing of the Securitization Transaction, SCL entered into a management agreement with us and the other securitization entities under which SCL, as manager, provides the required support and services to SCOOTER'S COFFEE franchisees under their franchise and development agreements with us. Supply Chain acts as a sub-manager and performs certain services on behalf of Harvest Roasting SPV, LLC. We pay management fees to SCL for these services. However, as the franchisor, we are solely responsible and accountable to you to make sure that all services we promise to perform under your Franchise Agreement, MSD Agreement or other agreement you sign with us are performed in compliance with the applicable agreement.

In September 2026, after the Securitization Transaction closed, M-One Investors acquired a majority ownership interest in Boundless Parent (the "M-One Transaction"), resulting in the ownership structure described above under "Parents."

Market and Competition

The market for espresso-based drinks is well-established and highly competitive. You will compete with national as well as local coffee stores, operating under well-known and recognizable service marks, as well as with independent restaurants and other businesses that offer similar products. In your market, you may be competing with other stores, restaurants and a variety of retail outlets selling coffee, espresso-based beverages, smoothies, pastries, and other items, as well as quick-service restaurant (QSR) facilities that offer coffee, espresso-based beverages, smoothies, or pastries.

Regulations

We are not aware of any state or federal laws specifically regulating the operation of a SCOOTER'S COFFEE Store, although you are required to comply with all local, state and federal health and sanitation laws, including all regulations related to menu labeling and the sale and labeling of food products. The federal Food and Drug Administration ("FDA"), the Consumer Product Safety Commission ("CPSC") and the Federal Trade Commission ("FTC") regulate consumer advertising and the storage, offer and sale of many of the food products in your Store. Franchisees must also comply with all local, state and federal laws of a more general nature that affect the operation of the Store, including employment, workers'

compensation, insurance, corporate, taxing, licensing, and similar laws and regulations. Any supplier that handles cold food or drink items must comply with FDA approved transport methods. You should familiarize yourself with these laws.

ITEM 2. BUSINESS EXPERIENCE

Board Member: Donald W. Eckles

Don Eckles co-founded the "Scooter's" business in 1998 and has been active in senior leadership involving the "Scooter's" business since its inception. Since April 2016, Mr. Eckles has served as Chairman for our predecessor, Scooter's Coffee, LLC. Mr. Eckles served as the President and CEO of Boundless Enterprises Group, LLC, in Omaha, Nebraska from its inception in November 2006 until April 2016. He has also served as CEO of Scooter's Coffee, LLC, and affiliated companies (all in Omaha, Nebraska) since their inception in September 2010, and as President of Scooter's Coffee, LLC, from September 2010 to April 2015. Mr. Eckles has served as a member of our Board of Directors since June 2026, and served as our Chairman from June 2026 until October 2026.

Board Chairman: Patrick Duffy

Patrick Duffy has served as a member of our Board of Directors since March 2018 and became Chairman of the Board in October 2026. Mr. Duffy is the President and Managing Partner of M-One Capital, located in Omaha, Nebraska, and has served in that role since December 2011.

Board Member: Matthew Breunsbach

Matthew Breunsbach has served as a member of our Board of Directors since January 2024. Mr. Breunsbach has also been a Partner at M-One Capital, located in Omaha, Nebraska, since January 2026. From March 2022 to December 2025, Mr. Breunsbach was a Managing Director of M-One Capital. Mr. Breunsbach was a Vice President with M-One Capital from March 2014 to March 2022.

Board Member: Jonathan Wegner

Jonathan Wegner has served as a member of our Board of Directors since September 2026. Mr. Wegner has also been the General Counsel at M-One Capital, located in Omaha, Nebraska, since February 2019.

Board Member: Amir Parikh

Amir Parikh has served as a member of our Board of Directors since September 2026. Mr. Parikh is also a Senior Associate at M-One Capital and has served in that role since July 2025. From June 2024 to June 2025, Mr. Parikh attended the Kellogg School of Management at Northwestern University in Evanston, Illinois. From August 2023 to May 2024, Mr. Parikh was a Senior Associate at Hastings Equity Partners in Boston, Massachusetts, and an Associate from August 2021 to August 2023.

Board Member: Enrique Ramirez

Enrique Ramirez has served as a member of our Board of Directors since October 2026. Mr. Ramirez is also the President and Chief Executive Officer of Buff City Soap Franchising, LLC, located in Dallas, Texas, and has served in that role since June 2025. From February 2023 to June 2025, Mr. Ramirez served as President and Chief Financial Officer at Buff City Soap Franchising. Mr. Ramirez served as Chief Financial Officer and President of International at Buff City Soap Franchising from March 2022 until February 2023. From May 2020 to March 2022, Mr. Ramirez served as General Manager, Pizza Hut Latin America and Iberia, in Plano, Texas.

Chief Executive Officer: Joe Thornton

Joe Thornton has served as our Chief Executive Officer since April 2026 and as a member of our Board of Directors since January 2024. Mr. Thornton has served as Chief Executive Officer of Boundless Enterprises Group, LLC, Scooter's Coffee, LLC, Boundless Operations, LLC, and Harvest Roasting, LLC since January 2024. Mr. Thornton served as President of Scooter's Coffee, LLC from June 2022 to December 2023. From March 2020 to June 2022, Mr. Thornton served as Chief Operating Officer for HMS Host in Bethesda, Maryland.

Chief Legal Officer: Susan Tegt

Susan Tegt has served as our Chief Legal Officer since April 2026. Ms. Tegt has served as Chief Legal Officer for Boundless Enterprises Group, LLC, Scooter's Coffee, LLC, Boundless Operations, LLC and Harvest Roasting, LLC since January 2024. From December 2016 to January 2024, Ms. Tegt worked as an attorney at Larkin Hoffman Daly & Lindgren, Ltd. in Minneapolis, Minnesota, where she was a shareholder.

Chief Financial Officer: Greg Hand

Greg Hand has served as our Chief Financial Officer since April 2026. Mr. Hand has served as the Chief Financial Officer of Scooter's Coffee, LLC since April 2020. From February 2006 to April 2020, Mr. Hand worked at Hayneedle, Inc. in Omaha, Nebraska in various positions, including Chief Financial Officer and Campus Lead from January 2019 to February 2020, and Vice President – Financial Planning & Analysis and Decision Support from March 2014 to January 2019.

Chief Growth Officer: Tim Arpin

Tim Arpin has served as our Chief Growth Officer since April 2026. Mr. Arpin has served as the Chief Growth Officer of Scooter's Coffee, LLC since January 2024 and as Chief Sales Officer from July 2023 to January 2024. Mr. Arpin previously served as Vice President, Franchise Development for ServiceMaster Brands, LLC in Atlanta, Georgia from April 2022 to July 2023. From October 2021 to April 2022, he was head of franchise sales for Restaurant Brands International in Miami, Florida.

Chief Supply Chain Officer: Nick Jarecke

Nick Jarecke has served as our Chief Supply Chain Officer since April 2026. Mr. Jarecke has also served as the Chief Supply Chain Officer of Scooter's Coffee, LLC since December 2023. Before that, Mr. Jarecke served as Sr. Vice President with Harvest Roasting, LLC and Scooter's Coffee, LLC, from November 2019 to December 2023.

Chief Human Resources and Systems Officer: Mikala Friedrich

Mikala Friedrich has served as the Chief Human Resources and Systems Officer for Scooter's Coffee, LLC since November 2025. Before that, Mrs. Friedrich served solely as Chief Human Resources Officer of Scooter's Coffee, LLC from February 2025 to November 2025. Before that Mrs. Friedrich served as Senior Vice President Human Resources of Scooter's Coffee, LLC from November 2023 to February 2025 and as Vice President Human Resources of Scooter's Coffee, LLC from July 2019 to November 2023.

Vice President, National Operations: Michelle Wickham

Michelle Wickham has served as our Vice President, National Operations since April 2026. Ms. Wickham has served as the Vice President, National Operations for Scooter's Coffee, LLC from May 2024 to June

2026. Ms. Wickham was not employed from March 2023 to May 2024. Before that, Ms. Wickham was employed by Nextbite in Johnston, Iowa where she served as Senior Vice President of Operations from March 2022 to March 2023. Before that, Ms. Wickham was employed by Casey's General Stores in Ankeny, Iowa where she served as Vice President of Category and Product Innovation from April 2020 to February 2022.

Chief Marketing Officer: Anna Faktorovich

Anna Faktorovich has served as our Chief Marketing Officer since September 2026. From September 2025 to August 2026, Ms. Faktorovich served as the Vice President, Retail Strategy and Product Marketing, for KFC US, LLC ("KFC") in Louisville, Kentucky. From November 2023 to September 2025, she served as the Vice President, Brand Management & Integrated Communications, for KFC. From January 2023 to November 2023, Ms. Faktorovich was the Chief Brand Officer for the bartaco restaurant brand, owned by Barteca Holdings, LLC in Arlington, Virginia. From August 2019 to January 2023, Ms. Faktorovich served as the Senior Vice President of Brand and Marketing for CAVA Group, Inc. in Washington, D.C.

Vice President, Franchise Operations: Calvin Royal

Calvin Royal has served as our Vice President of Franchise Operations since September 2026. From June 2025 to June 2026, Mr. Royal was the Vice President, Franchise Operations, for Arby's Restaurant Group, Inc. in Atlanta, Georgia. Before that, Mr. Royal held leadership positions with Starbucks Corporation in Seattle, Washington, including Vice President, Channel Operations – Ops Services from February 2022 to May 2025 and Regional Vice President – Mid-America/Northeast/Southeast from August 2018 to February 2022.

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

Franchise Agreement

Initial Franchise Fee

We offer an individual Store franchise and territory development rights under a Multiple Store Development Agreement (the "MSD Agreement"). The "Initial Franchise Fee" for an individual SCOOTER'S COFFEE Store is $40,000. The Initial Franchise Fee is due and payable in a lump sum by an Automated Clearing House network transfer ("ACH") when you sign the Franchise Agreement and is not refundable.

If you are developing Stores under an MSD Agreement you will pay us, in a lump sum, the then-current initial franchise fee for each store less the amount of the Development Fee that is credited against the initial franchise fee, other than for your first Store, for which you pay us the Initial Franchise Fee. You must sign our then-current form of franchise agreement for each Store you develop, whether under the MSD Agreement or otherwise.

During 2025, our predecessor received initial franchise fees ranging from $20,000 to $40,000.

Initial Opening Support Fee

Under the Franchise Agreement, you must pay us an Initial Opening Support Fee of $20,000, in a lump sum, at the time the Franchise Agreement is signed (the "Initial Opening Support Fee"). The Initial Opening Support Fee is not refundable.

Initial Inventory and Equipment

You must purchase your initial inventory and certain Store equipment from our affiliate, Scooter's Coffee Supply Chain (and other preferred suppliers), before opening your Store. We estimate that the range of the costs of your opening inventory (including menu items, ingredients, paper goods, uniforms and branded products and merchandise for retail sale) and certain Store equipment (including, espresso machine, countertops, storage, coffee brewers, coffee grinders, smoothie machines, oven, refrigerators, ice makers, sinks, shelving, static menu board) will be $160,000 to $226,000 for a Kiosk Store and $214,300 to $225,550 for an End Cap Store. These amounts are inclusive of opening inventory costs which we estimate to be $27,000 to $30,800 for both Kiosk Stores and End Cap Stores. You pay for your opening inventory in a lump sum after delivery of the inventory items, approximately 2 weeks before the Store opens. The amounts for equipment are paid as the orders for the specific items are placed. None of these amounts are refundable.

If you are an honorably discharged veteran who meets our qualifications for new SCOOTER'S COFFEE franchisees, you will receive a $20,000 product credit from our affiliate, Scooter's Coffee Supply Chain. You must use this credit within one year from the date you open your Store. This credit may be granted only for your first Store.

MSD Agreement

If you elect to develop more than one Store under an agreed upon development schedule, you will pay us, by electronic funds transfer, a $20,000 development fee for each Store (excluding your first Store) that you agree to develop under the MSD Agreement when you sign the MSD Agreement (the "Development Fee"). For example, if you agree to develop 5 Stores under the MSD Agreement, you will pay us a Development Fee of $80,000 ($20,000 times 4 Stores) under the MSD Agreement. We do not count your first Store when calculating the Development Fee as you will sign your first Franchise Agreement and pay us the Initial Franchise Fee for your first Store when you sign the MSD Agreement. The Development Fee is payable in a lump sum when you sign the MSD Agreement and is not refundable for any reason. You must sign the second and each subsequent Franchise Agreement under an MSD Agreement at the earlier of (i) 14 calendar days after our written approval of a location for the Store but before you enter into any binding agreement for the purchase or lease of the Store premises, and (ii) at least 9 months before you must open and commence operations of the Store under the MSD Agreement. You must pay the then-current initial franchise fee for each Store in a lump sum at the time you sign the Franchise Agreement for the Store.

There is no maximum number of Stores that we would allow in an MSD Agreement, but generally our MSD Agreements allow for the development of 2 to 5 Stores. We may, however, limit the number of Stores in any given MSD Agreement based on market conditions, our strategic goals, and the financial and other attributes of the Developer, among other factors. We will apply the $20,000 of the Development Fee toward the then-current initial franchise fee for the respective Store to be developed under the MSD Agreement after the first Store.

ITEM 6. OTHER FEES

Franchise Agreement

Type of Fee[1]	Amount	Due Date	Remarks
Royalty	6% of Net Sales	Paid by electronic funds transfer every Tuesday for the preceding Reporting Period. See Note 2	See Note 2
National Marketing and Advertising Contribution	Currently 2% of Net Sales, although we may require you to pay up to 4% of Net Sales	Paid by electronic funds transfer every Tuesday for the preceding Reporting Period. See Note 2	The National Marketing and Advertising Contribution will be deposited into the National Marketing and Advertising Fund. Currently, Marketing Contributions are paid by electronic transfer of funds. We must give 60 days' written notice to increase the National Marketing and Advertising Contribution. See Note 2.
Local Marketing and Advertising Contribution	None currently, although we may require you to spend up to 2% of Net Sales for local marketing and advertising in the future.	If required, you would spend the specified amount each calendar quarter.	We must give 60 days' written notice to impose this requirement.
Regional Marketing and Advertising Cooperatives	None currently. May vary, with recurring contributions up to 3% of Net Sales	Usually on a monthly basis, based on prior month's Net Sales, or as directed by co-op	As of the issuance date of this Disclosure Document, there are no established cooperatives. Affiliate Stores contribute on the same basis as franchised Stores and have the same voting power as franchised Stores. The Regional Advertising Cooperative Fee may be offset by any Local Marketing and Advertising Contribution, if imposed. Maximum marketing and advertising expense of 5% of Net Sales. See Note 3.
Cost of Marketing, Advertising and Promotional Materials	Varies depending on the materials, but ranges from $50 to $200 per item.	Due upon invoice	If you purchase advertising or marketing materials from us, we may, at our option, pass on the cost of these materials to you.
Inventory Purchases from Franchisor or Affiliate	Varies according to sales volume	Paid by electronic funds transfer on the date of invoice	Purchases are from our affiliate Scooter's Coffee Supply Chain.
Interest and Late Charges	$25 late charge, plus the lesser of 1½% per month, or highest rate of interest allowed by law	Late fee automatically assessed; interest on demand	Begins to accrue the day after payments are due.
Transfer Fee	The greater of $10,000 or 25% of the then-current initial franchise fee for a new Store if you transfer your Franchise Agreement. If you transfer your MSD Agreement the transfer fee is $10,000 multiplied by the number of franchises operated under the MSD Agreement.	Before the transfer is effective.	Only payable if you transfer your Franchise Agreement or the MSD Agreement. If a Principal Owner transfers their rights to an immediate family member (i.e., spouse, son, or daughter), we will waive this fee.

Type of Fee[1]	Amount	Due Date	Remarks
Territory/Search Area Modification Fee	No charge for first two requests. After second request, $3,000 for each additional request.	Upon approval	Each request for our approval of a modification to the Development Area under the MSD Agreement or the Non-Exclusive Search Area under the Franchise Agreement must be in writing and meet our then-current standards and specifications.
Renewal Fee	The greater of $10,000 or 25% of the then-current initial franchise fee for a new Store.	When you sign the then-current Franchise Agreement	Payable if you opt for and qualify for a franchise at the end of the initial term.
Real Estate Assistance Fee	$150 per hour plus travel, lodging, living expenses, telephone charges and other expenses our representatives incur in connection with the assistance.	Upon receipt of invoice	Only payable if you request our assistance in connection with site selection, site feasibility studies, lease negotiations and other issues related to the development of your Development Area.
Inspection and Audit Fee	Interest on past due amount at 18%, or highest rate of interest allowed by law plus costs of audit	15 days after receipt of our notice to you of any underpayment	Costs of audit payable only if you understate your Net Sales by 3% or more, do not submit reports to us or do not cooperate in performance of the inspection and audit. Interest payable if you understate your Net Sales by any amount.
Alternative Item/Supplier Approval Fee	$2,500 per supplier plus the actual cost of any testing and the reasonable cost of our investigation.	Upon approval or disapproval	You must make a written request for approval. We will respond within 90 days after receiving all of the information we have requested from you about the supplier/item. See Operations Manual for approved suppliers list.
Technology Fee	Currently $350 per month. This fee is subject to an annual increase of 15%. Adjustments are compounded annually and are cumulative including increases in any given year of greater than 15% to adjust for prior years when no, or a less than 15% increase was implemented.	The first day of each month	You pay this fee to cover some of our cost and those of our predecessor SCL to provide the mobile application, access to the Dashboard Software (see Item 11), and access to social media management software.
Brand Protection Committee Default Fee	None currently, but $500-$1,000 per violation	Upon demand	If we establish a Brand Protection Committee of franchisees, and if you breach certain provisions of your Franchise Agreement, we can submit the default to this Committee. If the Committee agrees a breach occurred, you must pay a fee of up to $500. If you do not timely cure, or breach the provision again, you must pay a fee of up to $1,000. This is in addition to any other rights we may have under your Franchise Agreement.

Type of Fee[1]	Amount	Due Date	Remarks
Standard Default Fee	None currently, but up to $500 per violation per month	Upon demand.	If you breach certain provisions of your Franchise Agreement, and you fail to cure the default during the cure period provided, you must pay us a fee of up to $500 per month until the default is cured. This fee is in addition to any Brand Protection Committee Default Fee and in addition to any other rights we may have under your Franchise Agreement or otherwise.
Costs and Attorneys' Fees	Will vary under the circumstances	As incurred	Payable only if you do not comply with the Franchise Agreement.
Indemnification	Will vary depending on nature of the claim involved	As incurred	You must reimburse us if we are held liable for claims arising from your Store's operations.
Insurance Premiums	Will vary depending on your location and insurer	As incurred	If you fail to obtain or maintain required insurance, we may obtain insurance on your behalf and seek from you reimbursement for insurance, including late charges.
Relocation Fees	Minimum of $500 up to a maximum of $1,000 depending on expenses we incur.	Due when you submit request to relocate and remainder, if any, due before opening	Payable only if you relocate your Store during the term of your Franchise Agreement. You pay all costs of relocating.
Conference Fee	$499 per person per year	As incurred	A Principal Owner or your Designated Manager must attend any annual conference we sponsor, and pay our then-current conference fee. You must pay this fee even if your Principal Owner or Designated Manager fail to attend without our prior written consent or your Principal Owner or Designated Manager fail to register for the conference. Additional travel and lodging expenses are your responsibility.
Additional Training Fee	$500 per person	Before training begins	Immersion Training for an unlimited number of trainees is included in the Initial Franchise Fee. NSO Training for up to four people is included in the Initial Franchise Fee. This Additional Training Fee is payable if it becomes necessary to provide the NSO Training program to any replacement manager during the term of the Franchise Agreement.
Development Default Fee	All amounts due and all damages, costs and expenses, including attorneys' fees, we incur, plus interest at the lesser of 18% per year or the highest rate allowable by law, from the date of default.	Upon demand	Only due if you default under the MSD Agreement, which is not resolved under the Franchise Agreement

Type of Fee[1]	Amount	Due Date	Remarks
NSO Training Cancellation Fee	$500 per person, plus all expenses we incur	Upon cancellation or rescheduling	If your Principal Owner fails to attend the NSO Training, you fail to cancel a scheduled NSO Training at least 14 days before the training or if your Principal Owner or any other attendee is not prepared to successfully complete this training, we may charge you an NSO Training Cancellation Fee (including any training fees and any travel and living expenses incurred by our representatives), and we may require you to pay an additional fee for rescheduled training. This applies to any scheduled training.
Designated Manager Training Cancellation Fee	$150	Upon failure to attend	If your Designated Manager registers but fails to attend the Designated Manager portion of NSO Training, we may charge you a cancellation fee.
Tax Indemnification	We may collect from you the cost of all sales and related taxes arising from our licensing of intellectual property (such as the Royalty fees) to you in the state where your Store is located, as well as any assessment on fees and any other revenue we receive from you.	Payable when applicable, by electronic funds transfer.	Only imposed if state collects these taxes or assessments from us.
Site Concept Plan	Up to $1,000	Before signing ground lease or purchase agreement	See Note 4
Payment for Amounts due to Third-Party Vendors	Will vary depending on amount charged by third-party vendors.	Upon receipt of invoice.	We, an affiliate or our predecessor will collect amounts from franchisees on a pro rata or other basis as reimbursement for vendor payments made on your behalf. See Note 5
Inventory Management Program	None currently, although we may require you to spend up to .25% of Net Sales.	If required, paid by electronic funds transfer every Tuesday for the preceding Reporting Period. See Note 2	If we establish an inventory management program, you will pay this fee to us to cover some of the costs of the inventory management platform and administration of the program.
IT Equipment Assessment Fee	$1,000	At the time a store transfers, renews or relocates, or at the time any upgrades are required.	

Explanatory Notes

Note 1: Except as otherwise noted, fees are imposed by and paid to us. All fees are nonrefundable. All fees are uniformly imposed except as otherwise indicated. Any limitations on our ability to increase a fee or other amount disclosed in this disclosure document only applies to Franchise Agreements signed in connection with this disclosure document. All limitations expire or otherwise terminate on the expiration or termination of the Franchise Agreement.

Note 2: Upon signing the Franchise Agreement, you must sign and deliver to us and your bank all documents necessary to permit us to electronically debit your bank account for each week's Royalty

and National Marketing and Advertising Contribution payments and other amounts you owe us or to our affiliates. Reporting Period means the period of Saturday to Friday (unless we designate otherwise). If you fail to report Net Sales, or you withhold our access to accounting and financial systems or data, in addition to all other rights we may have, we may debit your bank account by an amount equal to the amount transferred from your account for the last Reporting Period for which a report of Net Sales of the Store was provided to us, together with a late fee on that amount. We will credit any overpayment against the next week's amount due. Any deficiency is debited from your account. If you withhold our access to accounting and financial systems or data, revoke any electronic-funds transfer or direct debit authorization granted to us, or initiate any stop payments against us it will be deemed a breach of your Franchise Agreement.

The term "Net Sales" means sales of all services or products from or through your Store, including any sale of services or products made for cash and/or on credit, regardless of: (i) collection of charges for which credit is given, (ii) whether such sale is conducted in compliance with the Franchise Agreement, and (iii) whether such sale is at the Franchised Location or off-site, but exclusive of discounts. "Net Sales" also includes the fair market value of any services or products you receive in barter or exchange for your services and products.

Note 3: Your maximum marketing and advertising expense will be 5% of Net Sales, which includes any National Marketing and Advertising Contribution, Local Marketing and Advertising Contribution, and Regional Co-op Expenditure.

Note 4: The "Site Concept Plan" is a document that may consist of an overlay of the site plan on satellite imagery, engineering test fits and/or preliminary civil designs, to confirm the feasibility of Store development, before entering into a ground lease or purchase agreement. You are responsible for the costs incurred in preparing all required Site Concept Plans to suit the shape and site constraints of the Store, before submitting to us for site acceptance. These expenses may be paid to us or third parties.

Note 5: We, our predecessor or an affiliate may negotiate single-payer agreements with third-party vendors for various technology, services, and products where the vendor requires us or our affiliate to execute the agreement and be directly responsible for payment. In these cases, we, our predecessor or an affiliate will collect applicable amounts from franchisees on a pro rata or other basis to reimburse us, our predecessor or an affiliate for payments made to vendors on the franchisees' behalf. While we do not currently plan to charge an administrative fee for this arrangement, we can charge you an administrative fee equal to 10% of each payment we collect from you. As of the issuance date of this Disclosure Document, we have not negotiated any of these agreements.

ITEM 7. ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT – KIOSK

Type of expenditure	Amount for Kiosk Store	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee (See note 1)	$40,000	Cash	At signing of Franchise Agreement	Us
Initial Opening Support Fee	$20,000	Cash	At signing of Franchise Agreement	Us
Site and Building Improvements (See note 2)	$725,200 to $772,000 (not including the purchase of land)	As negotiated	Before opening	Us or other suppliers
Architectural and Engineering Fees (See note 3)	$46,700 to $56,500	As negotiated	Before opening	Other suppliers

Type of expenditure	Amount for Kiosk Store	Method of payment	When due	To whom payment is to be made
Equipment, fixtures and furniture (See note 4)	$181,750 to $191,300	As negotiated	Before opening	Supply Chain and other suppliers
Signs (See note 5)	$52,500 to $58,400	As negotiated	Before opening	Other suppliers
Technology Systems and Software (See note 6)	$34,500 to $41,000	As negotiated	Before opening	Other suppliers
Deposits and licenses (See note 7)	$1,200 to $7,750	As negotiated	Before opening	Other suppliers
Initial training: travel and living expenses (See note 8)	$5,000 to $8,000	Cash	Before opening	Other suppliers
Opening inventory, supplies, and smallwares (See note 9)	$27,800 to $31,800	Cash	Before opening	Supply Chain and other suppliers
Additional funds – 3 months (See note 10)	$29,000 to $119,000	Cash	As incurred	Other suppliers and your employees
Total (See note 11)	**$1,163,650 to $1,345,750**			

Explanatory Notes

Note 1: Initial Franchise Fee. You pay the Initial Franchise Fee at the time you sign the Franchise Agreement. If you sign an MSD Agreement, we apply $20,000 of the Development Fee against the then-current initial franchise fee for each Store you develop under the MSD Agreement after your first Store, and you pay the remainder of that initial franchise fee at the time you sign the franchise agreement for that Store. The Initial Franchise Fee must be paid via ACH.

Note 2:

Site and Building Improvements. Typically, a Kiosk Site will require a Site Concept Plan and preliminary due diligence to confirm the feasibility of development, before entering into a ground lease, retail lease or purchase agreement. The Site Concept Plan may consist of an overlay of the site plan on satellite imagery, engineering test fits and/or preliminary civil designs. Due Diligence may consist of a full site investigation research, including flood zone(s), zoning district(s), setback requirements, signage allowances, planning and zoning hearings, permitting processes, parking requirements, asbestos abatement, geotechnical surveys, environmental surveys, title research, and platting. If you purchase real estate for the Kiosk Store, your investment obligations will be significantly higher, and will depend on the location of the real estate. In addition, the site may require a Phase II Environmental Site Assessment or traffic impact study.

The total investment for site work depends on a number of factors, including utility access, size of lot, existing or new street access, storm water drainage, environmental contamination, and quality of soil. Your costs for site work for the Kiosk Store will depend in large part on the square footage of your Site, the extent of the site work required, and the location and overall costs in the market in which you are developing the Store. You must prepare, for our review and acceptance, all required Site Concept Plans to suit the shape and site constraints of the Kiosk Store. The site work you typically will perform includes running utilities to the building, tying into storm water infrastructure, new concrete or asphalt for the drive-thru or parking areas, remediation of contaminants, and import/excavation of existing soil. You may receive an allowance from the landlord to finish the site work, or you may receive a rent credit to cover a portion of the site work cost. In addition, you may be required to hire an energy consultant to assist with utilities at the Kiosk Store. We estimate this cost to be approximately $2,500 per Kiosk Store.

Free Standing Building and Leasehold Improvements. On average, a Kiosk Store will range from 650 to 700 square feet. The total investment depends on a number of factors, including outside finish materials and local code requirements. Your costs for leasehold improvements for the Kiosk Store will depend in large part on the square footage of the Store and the location and overall costs in the market in which you

are developing the Store. The estimated leasehold improvements reflect the build-out of space that is "ready to occupy," based on the recommended size of the Kiosk Store, although your actual costs may vary under or over the estimates. The leasehold improvements you will typically make include floor covering, painting, HVAC, lighting, electrical, plumbing, design, utilities, water, and other improvements. You must construct your Kiosk Store with the assistance of licensed contractors, architects and suppliers designated or approved by us. We may in the future designate one or more suppliers for materials used in the construction of all or part of the Store.

You may receive an allowance from the landlord to finish the interior or build the building, or you may receive a rent credit to cover a portion of the same. The rent paid by franchisees and our affiliates for Kiosk Stores in 2025 ranged from $3,500 to $10,000 per month.

If you purchase real estate for the Store, your investment obligations will be significantly higher, and will depend on the location of the land. The purchase of real estate for a Kiosk Store is optional. While we cannot estimate these costs due to the significant variances based on location and market conditions, as of the issuance date of this Disclosure Document, the purchase price for real estate purchased by franchisees and our affiliates ranged from $250,000 to $1,300,000.

Note 3: Architectural and Engineering Fees. The estimate provided in the table above includes estimated architectural fees and structural and civil engineering fees and costs. Although we may supply you with standardized blueprints for a Kiosk Store, you are responsible for preparing all required blueprints to suit the shape and dimensions of the Store. This estimate also includes the cost of a required site investigation report (SIR), approximately $5,000 per Kiosk Store.

Note 4: Equipment, Fixtures and Furniture. This item includes the estimated costs to obtain and install the merchandising systems, espresso machine, countertops, storage, coffee brewers, coffee grinders, smoothie machines, oven, refrigerators, ice makers, sinks, furniture and shelving. This estimate also includes office equipment, including a telephone system and access to satellite radio. The estimates contained in the chart above only reflect equipment purchases that are required, and not additional optional equipment purchases that you may choose to make.

Note 5: Signs. You must have a monument sign unless it is prohibited by applicable law or by your landlord. The estimate provided in the table assumes that you will have a pole sign or monument sign.

Note 6: Technology Systems and Software. This item includes the estimated costs to purchase and license a computerized point-of-sale system and ancillary software (together, the "POS System"), back-office systems, security systems, digital and static menu boards, required drive-thru system equipment and hardware, other technology equipment and software and Internet access (together "Technology Systems"). All of these costs are currently paid to third party suppliers, although we may require you to purchase the POS System and other technology from us, our predecessor or an affiliate in the future.

Note 7: Deposits and Licenses. Security deposits, if applicable to your Store, one month's rent; utility deposits range from a nominal amount to approximately $500; and business licenses range from approximately $200 to $500 a year. Each or any of these items may exceed the stated range depending on your location.

Note 8: Initial Training (Travel and Living Expenses). Your travel and living expenses when you attend our initial training program will vary depending on the length of your instruction, the distance you must travel and the standard of living you desire while you attend the program. The high range estimate covers expenses for the Store owner(s) attending a three-day owners training session, and for four people attending our four-week training session with week one taking place at a corporate training kiosk and weeks two through four taking place in one of our designated training stores located at various sites across the country.

Note 9: Opening Inventory, Supplies and Smallwares. You must open with and maintain an adequate inventory of menu items, ingredients, paper goods, smallwares, uniforms and branded products and merchandise for retail sale. You must purchase several of these items from our Approved Suppliers (as defined in Item 8). We anticipate that all of your initial purchases will be from Supply Chain or a vendor recommended by Supply Chain.

Note 10: Additional Funds. These figures are estimates. Your costs will depend on factors such as the extent to which you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for our products and services; the prevailing wage rate; competition; your rent structure; your Store site type; and the sales level reached during this initial period. This item may include a variety of expenses and working capital items during your start-up phase such as rent, employee salaries, insurance, debt service, and other miscellaneous costs. The payroll expenses included in this estimate range from $12,000 to $60,000. The low end of this range assumes you are working as an owner and not drawing a salary. These amounts include funds which you must spend on local advertising, promotional events, marketing materials and other grand opening promotional activities. The low end of this range assumes you spend $10,000 on these grand opening promotional activities, while the high end of this range assumes you spend $30,000. You will pay these amounts directly to your vendors. We have included 3-months of rent based on the annual amounts discussed in Note 6 above. However, this item does not include an owner's salary.

Note 11: Total. We relied on our affiliates' and predecessors' experiences in coffee service businesses of the past 28 years, as well as estimates our predecessor received from some third party vendors, when preparing these figures. We do not offer financing either directly or indirectly for any part of the initial investment. The availability and terms of financing from independent third parties depends on factors such as the availability of financing generally, your creditworthiness, other security and collateral you may have and policies of lenders. None of the payments due to us or our affiliate in the chart above are refundable, and to our knowledge none of the payments due to others in the chart above are refundable.

YOUR ESTIMATED INITIAL INVESTMENT – END CAP STORE

Type of expenditure	Amount for End Cap Store	Method of payment	When due	To whom payment is to be made
Initial Franchise Fee (See note 1)	$40,000	Cash	At signing of Franchise Agreement	Us
Initial Opening Support Fee	$20,000	Cash	At signing of Franchise Agreement	Us
Site and Building Improvements (See note 2)	$234,448 to $500,000	As negotiated	Before opening	Us or other suppliers
Architectural and Engineering Fees (See note 3)	$28,400 to $42,725	As negotiated	Before opening	Other suppliers
Equipment, fixtures and furniture (See note 4)	$186,500 to $194,750	As negotiated	Before opening	Supply Chain and other suppliers
Signs (See note 5)	$52,050 to $63,500	As negotiated	Before opening	Other suppliers
Technology Systems and Software (See note 6)	$34,500 to $41,000	As negotiated	Before opening	Other suppliers
Deposits and licenses (See note 7)	$1,200 to $7,750	As negotiated	Before opening	Other suppliers
Initial training: travel and living expenses (See note 8)	$5,000 to $8,000	Cash	Before opening	Other suppliers
Opening inventory, supplies, and smallwares (See note 9)	$27,800 to $31,800	Cash	Before opening	Supply Chain and other suppliers
Additional funds – 3 months (See note 10)	$29,000 to $119,000	Cash	As incurred	Other suppliers and your employees

Type of expenditure	Amount for End Cap Store	Method of payment	When due	To whom payment is to be made
Total (See note 11)	**$658,898 to $1,068,525**			

Explanatory Notes

Note 1: Initial Franchise Fee. You pay the Initial Franchise Fee at the time you sign the Franchise Agreement. If you sign an MSD Agreement, we apply $20,000 of the Development Fee against the then-current initial franchise fee for each Store you develop under the MSD Agreement after your first Store, and you pay the remainder of that initial franchise fee at the time you sign the franchise agreement for that Store. The Initial Franchise Fee must be paid via ACH.

Note 2:

Site and Building Improvements. Typically, an End Cap Store Site will require a Site Concept Plan and preliminary due diligence to confirm the feasibility of development, before entering into a ground lease. The Site Concept Plan may consist of an overlay of the site plan on satellite imagery, engineering test fits and/or preliminary civil designs. Due Diligence may consist of a full site investigation research, including zoning district(s), signage allowances, planning and zoning hearings, permitting processes, parking requirements, asbestos abatement, geotechnical surveys, environmental surveys, title research, and platting.

Leasehold Improvements. An End Cap Store will range in size from 800-1,400 square feet. The total cost of leasehold improvements depends on a number of factors, including outside finish materials and local code requirements. Your costs for leasehold improvements for the Store will depend in large part on the square footage of your Store and the location and overall costs in the market in which you are developing the Store. The estimated leasehold improvements reflect the build-out of space that is "ready to occupy," based on the recommended size of the Store, although your actual costs may vary under or over the estimates. The leasehold improvements you will typically make include floor covering, painting, HVAC, lighting, electrical, plumbing, design, utilities, water, and other improvements. You must construct your Store with the assistance of contractors, architects and suppliers designated or approved by us. We may in the future designate one or more suppliers for materials (including modules and prefabricated kiosks) used in the construction of all or part of the Store. You may receive an allowance from the landlord to finish the interior, or you may receive a rent credit to cover a portion of the construction costs. The rent paid by franchisees of our predecessor and our affiliates in 2025 for End Cap Stores ranged from $3,700 to $7,800 per month.

Note 3: Architectural and Engineering Fees. The estimate provided in the table above includes estimated architectural fees and structural and civil engineering fees and costs. Although we may supply you with standardized blueprints for an End Cap Store, you are responsible for preparing all required blueprints to suit the shape and dimensions of the End Cap Store. This estimate also includes the cost of a required site investigation report (SIR), approximately $5,000 per store.

Note 4: Equipment, Fixtures and Furniture. This item includes the estimated costs to obtain and install the merchandising systems, espresso machine, countertops, storage, coffee brewers, coffee grinders, smoothie machines, oven, refrigerators, ice makers, sinks, furniture and shelving. This estimate also includes office equipment, including a telephone system and access to satellite radio along with customer seating and other furniture. The estimates contained in the chart above only reflect equipment purchases that are required, and not additional optional equipment purchases that you may choose to make.

Note 5: Signs. You must install a monument sign unless it is prohibited by applicable law or by your landlord. The estimate provided in the table assumes that you will have a pole sign or monument sign.

Note 6: Technology Systems and Software. This item includes the estimated costs to purchase and license the Technology Systems. All of these costs are currently paid to third party suppliers, although we may require you to purchase the POS System and other technology from us, our predecessor or an affiliate in the future.

Note 7: Deposits and Licenses. Security deposits, if applicable to your End Cap Store, one month's rent; utility deposits range from a nominal amount to approximately $500; and business licenses range from approximately $200 to $500 a year. Each or any of these items may exceed the stated range depending on your location.

Note 8: Initial Training (Travel and Living Expenses). Your travel and living expenses when you attend our initial training program will vary depending on the length of your instruction, the distance you must travel and the standard of living you desire while you attend the program. The high range estimate covers expenses for the End Cap Store owner(s) attending a three-day owners training session, and for four people attending our four-week training session with week one taking place at a corporate training kiosk and weeks two through four taking place in one of our designated training stores located at various sites across the country.

Note 9: Opening Inventory, Supplies and Smallwares. You must open with and maintain an adequate inventory of menu items, ingredients, paper goods, smallwares, uniforms and branded products and merchandise for retail sale. You must purchase several of these items from our Approved Suppliers (as defined in Item 8). We anticipate that all of your initial purchases will be from Supply Chain or a vendor recommended by Supply Chain.

Note 10: Additional Funds. These figures are estimates and we cannot guarantee that you will not have additional expenses in the first three months of operation. Your costs will depend on factors such as the extent to which you follow our methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market for our products and services; the prevailing wage rate; competition; your rent structure; your End Cap Store site type; and the sales level reached during this initial period. This item may include a variety of expenses and working capital items during your start-up phase such as rent, employee salaries, and other miscellaneous costs. The payroll expenses included in this estimate range from $12,000 to $60,000. The low end of this range assumes you are working as an owner and not drawing a salary. These amounts include funds you must spend on local advertising, promotional events, marketing materials and other grand opening promotional activities. The low end of this range assumes you spend $10,000 on these grand opening promotional activities, while the high end of this range assumes you spend $30,000. We do not collect these funds; rather, you will pay these amounts to your vendors. We have included 3-months of rent based on the annual amounts discussed in Note 6 above. However, this item excludes an owner's salary.

Note 11: Total. These estimates are based upon the costs reported to us by various franchisees of our predecessor operating End Cap Stores, including five franchisees who each opened one End Cap Store in 2025, located respectively in Alabama, Utah, Wyoming, Illinois, and Nebraska. We do not offer financing either directly or indirectly for any part of the initial investment. The availability and terms of financing from independent third parties depends on factors such as the availability of financing generally, your creditworthiness, other security and collateral you may have and policies of lenders. None of the payments due to us or our affiliate in the chart above are refundable, and to our knowledge none of the payments due to others in the chart above are refundable.

MSD Agreement

YOUR ESTIMATED INITIAL INVESTMENT

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Development Fee (See note 1)	$20,000 to $80,000	Cash	At signing of MSD Agreement	Us
Initial Store Development (See note 2)	$658,898 to $1,345,750	As negotiated	As incurred	Us, other suppliers and your employees
Total	**$678,898 to $1,425,750**			

Explanatory Notes

Note 1: Development Fee. If you sign an MSD Agreement to open multiple Stores, you must pay us a nonrefundable Development Fee equal to $20,000 multiplied by the number of Stores you seek to develop under the MSD Agreement, after the initial Store. As discussed above, you will pay the Initial Franchise Fee for the first Store you seek to develop. We apply $20,000 of the Development Fee toward the then-current initial franchise fee for each additional Store you develop under the MSD Agreement. There is no maximum number of Stores that we would allow a developer to develop under an MSD Agreement, but generally our MSD Agreements grant rights to develop 2 to 5 Stores. We have the sole right to determine how many Stores we will grant development rights for under an MSD Agreement. In making these determinations we review various factors including market conditions, our strategic goals, and the wherewithal of the Developer.

Note 2: Initial Store Development. Your initial investment for your first Store will be based on the estimated investments disclosed in this Item 7. Your initial investment will depend on whether your first Store is a Kiosk Store or an End Cap Store. The low end of this range is determined based on Item 7 values for an End Cap Store, while the high end of this range is based on Item 7 values for a Kiosk Store. You should be aware that your initial investment for your second and subsequent Stores likely will be higher than the above estimates for your first Store due to inflation and other economic factors that vary over time.

ITEM 8. RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

To ensure a uniform image and uniform quality of products and services throughout the SCOOTER'S COFFEE System, you must establish and operate your SCOOTER'S COFFEE Store in compliance with the Franchise Agreement and our required standards and specifications. We will provide you with our Operations Manual, which we may modify from time to time. We may further develop and modify our standards, and notify you of these changes through amendments to the Operations Manual or by prior written notice to you.

Proprietary Items

Your Store will feature and offer for sale a variety of coffee drinks, smoothies, baked goods and other food and beverage items that we require and approve. Before opening your Store, you must purchase specific items of goods and equipment, including espresso machines, coffee brewing machines, coffee grinders, blenders, refrigerators, coffee beans, flavoring syrups and sauces, smoothie mixes, baked items, sandwiches, burritos, mugs, cups, T-shirts, caps and other branded merchandise and proprietary food and drink items that we may designate from time to time (the "Proprietary Items"). As detailed further below, you must obtain the Proprietary Items from Designated Suppliers (as defined below). Specifically, as of the issuance date of this Disclosure Document, you must purchase all coffee beans, syrups and sauces, sandwiches, burritos, baked goods (in areas where Scooter's Coffee Supply Chain delivers such goods), smoothie mixes, paper goods (e.g., hot and cold cups, lids, napkins, etc.) and other items bearing any

SCOOTER'S COFFEE logo or trademark, and equipment (e.g., espresso machines, brewers, grinders, ovens) only from an affiliate, or another Designated Supplier we appoint.

Store Build-Out and Lease

You must operate your Store from the Franchised Location that we consent to. You must enter into a lease or other agreement for the Store that has been reviewed by us and acknowledged as meeting our standards. You and your landlord must sign our Lease Addendum.

You must construct and develop your Store using only those types of construction and decorating materials, fixtures, equipment (including computer hardware and software), furniture and signs that meet our specifications and standards. You must construct your Store with the assistance of licensed contractors, architects and suppliers designated or approved by us. We may designate one or more suppliers for materials (including modules and prefabricated kiosks) used in the construction of all or part of your Store.

In developing and operating your Store, you may purchase only the types of construction and decorating materials, fixtures, equipment, furniture and signs that we require and have approved as meeting our specifications and standards. You must purchase these items from the Designated Supplier(s) we select, or, if no Designated Supplier has been identified, from an Approved Supplier (as defined below) who can satisfy our standards and specifications. As of the issuance date of this Disclosure Document, our affiliate, Scooter's Coffee Supply Chain, is the Designated Supplier for the following equipment: brewers, grinders and ovens.

The condition and appearance of the Store, must meet our standards at all times. You must refurbish and modify its layout, decor and general theme, as we may require throughout the term of the Franchise Agreement. You must obtain our written consent to any improvements to the Franchised Location before construction begins.

Computer Hardware and Software

You must obtain a license for our proprietary "Dashboard Software" from us and purchase the Technology Systems from an Approved Supplier. We are the sole supplier of the Dashboard Software that you must use in the operation of your Store. While we do not currently have an inventory management program, we may require you to use this program in the future and if we do, we will be the sole supplier of this program and you will pay us up to 0.25% of Net Sales to cover some of the costs of the program and our administration of the program. You also must purchase or lease a POS System that meets our standards and specifications from our Designated Supplier. The POS System includes a combination of software programs for use by franchisees in the SCOOTER'S COFFEE System. The POS System must be installed by a technician that we approve. See Item 11 for further information on the POS System and the Technology Systems. You must maintain a high-speed Internet connection at your Store to allow us access to your Store's data. You must run all sales through the POS System and the approved payment devices. You also must have commercially licensed Internet radio at your Store.

You must use an Approved Supplier to maintain a secure technology infrastructure that meets our then-current requirements. All technology used to support the POS System must comply with our standards and specifications.

Supplier and Product Approval

We will provide you with lists of approved manufacturers, suppliers, licensed contractors, consultants, installers, and distributors ("Approved Suppliers List") and approved inventory, products, fixtures, furniture, equipment, signs, supplies and other items or services necessary to operate your Store ("Approved

Supplies List"). The Approved Suppliers List will list particular suppliers ("Approved Suppliers") from which you must purchase certain inventory, supplies, fixtures or other items for use in your Store. We, an affiliate, including our predecessor, or a third-party vendor or supplier periodically may be the only approved supplier for certain products (a "Designated Supplier"). We will provide you with, and periodically update, a list of Designated Suppliers. As of the issuance date of this Disclosure Document, our affiliate, and our then-current designated dairy provider(s), are the Designated Suppliers of coffee beans, syrups and sauces, sandwiches, burritos, baked goods (in areas where our affiliate and/or our then-current designated dairy provider(s) delivers such goods), smoothie mixes, dairy products, paper goods (e.g., hot and cold cups, lids, napkins, etc.) and other items bearing any SCOOTER'S COFFEE logo or trademark, and certain equipment (e.g., espresso machines, brewers, grinders, ovens). If your Store is located within an area served by our affiliate and/or our then-current designated dairy provider(s), you must purchase these items from them unless we agree otherwise in writing. Except as described in this Item 8, as of the issuance date of this Disclosure Document, we and our affiliates are not the Designated Supplier of any other item. The lists specify the suppliers and the products and services which we have approved for use in the System. We may revise these lists and provide you with a copy of approved lists as we deem advisable.

If you want to use any unapproved material, fixture, inventory, supplies, equipment, furniture, sign or services, or purchase any items from any supplier that we have not approved, you must first notify us in writing and must submit to us, at our request, sufficient information, specifications and samples for us to determine whether the services, material, fixture, inventory, suppliers, equipment, furniture or sign complies with our specifications and standards, and whether the supplier meets our approved supplier criteria. You may not propose an alternative supplier or item for any items for which we have appointed a Designated Supplier. We will notify you of our decision within 90 days following our receipt of all information we request about the supplier or item. We charge a fee of $2,500 for our review of the item/alternative supplier. In addition, you must reimburse us for the actual cost of any testing and the reasonable cost of our investigation. We may inspect the facilities and products of any supplier or approved item and revoke our approval of any item or supplier that fails to continue to meet any of our criteria. We will send written notice of any revocation of an approved supplier or supply. As part of the approval process, we may require that a proposed supplier sign a supplier agreement covering such items as insurance, product, quality, trademark use, and indemnification. We do not provide material benefits to you based on your use of designated or approved sources.

We apply certain general criteria in approving a proposed supplier, including the supplier's quality and pricing of products, ability to provide products/services that meet our specifications, responsiveness, ability to provide products/services within the parameters required by the System, quickness to market with new items, financial stability, credit program for franchisees, freight costs, and the ability to provide support to the System (merchandising, field assistance, education and training respecting sales and use of products and services).

Third-Party Delivery

If you would like to offer third-party delivery services at your Store you must use only the Designated Supplier(s) we identify for these services and may not use alternative suppliers. We have approved a single supplier for these services. You must enter into an agreement with the Designated Supplier(s) and comply with our standards and requirements, including those in the Operations Manual, as well as the Designated Supplier's requirements. You will be responsible for all fees and charges of the Designated Supplier. You must also implement and maintain any required hardware and software for use of this Designated Supplier.

Advertising and Marketing

All marketing and promotion of your SCOOTER'S COFFEE Store and all signs and displays must conform to our standards and specifications. You may not advertise or sell any products or services on the Internet or through any other electronic form of communication, including any mobile application. You may not have any presence on the Internet relating to your Store or that mentions us or the System that is not approved by us.

Insurance

You must purchase and maintain for each Store you operate, at your expense, all insurance in the types and minimum amounts we require from time to time. The current types and minimum amounts are described below. Your insurance policy or policies must be written by an insurance company that has been approved by us in writing and having an A.M. Best rating of A- or higher. We may designate the insurance vendor you must use. Your insurance policies must include the following minimum requirements for each Store (unless otherwise noted): Comprehensive general liability insurance, including product liability, contractual liability, personal injury, property damage, and independent contractor's coverage and auto hired and non-owned vehicles with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate; property and casualty insurance coverage insuring your inventory, equipment, construction of your improvements, and your completed Store for the full replacement value; automobile liability insurance with a minimum combined single limit of $1,000,000; workers' compensation insurance that an applicable state may require; employer's liability insurance with minimum limits of $500,000 per occurrence, $500,000 per employee, and $500,000 policy limit; and umbrella coverage with a minimum limit of $1,000,000 per occurrence and $1,000,000 aggregate (cumulative) for 4 or fewer Stores and a minimum limit of $3,000,000 per occurrence and $3,000,000 aggregate limit (cumulative) for 5 or more Stores. Your obligation to obtain and maintain these insurance policies will not be affected by any insurance that we may obtain for ourselves or our affiliates. We periodically may, with prior written notice to you, increase the minimum liability protection requirements, and require different or additional kinds of insurance to reflect inflation or changes in standards of liability.

If you fail to purchase or maintain this insurance, we may demand that you cease operations or we may obtain insurance for you, in which case you must reimburse us and our affiliates for the cost of the insurance. All insurance policies must name us and our affiliates as an additional insured and give us at least 30 days' prior written notice of termination, amendment or cancellation. The commercial general liability, automobile liability, workers' compensation, and umbrella coverage policies must include a waiver of subrogation in favor of us. You also must provide us with one or more certificates or endorsements of insurance evidencing your insurance coverage and naming us and our affiliates as an additional insured on each applicable policy. You must furnish us with copies of all required insurance policies or other evidence of insurance coverage and payment of premiums at least 30 days before your Store opens, and as we request from time to time.

Miscellaneous

We may attempt to negotiate prices for numerous products and attempt to obtain volume discounts for the benefit of the System as a whole, but we do not negotiate on behalf of any individual franchisee. We are not aware of any purchasing or distribution cooperative in the System.

As of the issuance date of this Disclosure Document, we have not received any payments from franchisees for the purchase or lease of goods, products or services. However, during our predecessor's last fiscal year ended December 31, 2025, it received $448,684 as a result of franchisee required purchases of goods, products and services, which represents less than 0.62% of the total $72,107,159 revenue it received in 2025. During its last fiscal year ended December 31, 2025, our affiliate Scooter's Coffee Supply Chain

received $247,244,700 in revenue from the sale of goods, products and services to franchisees. This information is taken from our predecessor's audited financial statements and our affiliate's internal records.

We and our affiliates may derive revenue directly or in the form of rebates or other payments from suppliers, based on purchases made by our franchisees. The rebates and other payments our predecessor and our affiliates received from suppliers in 2025 ranged from less than 1% up to 10% or more of the prices franchisees paid for those items. We may, at our option, either retain these commissions, or other volume discounts, rebates or incentives received as a result of your purchases or use them for advertising or other expenses.

Other than certain of our officer's indirect ownership in Supply Chain, our officers do not own a material interest in any supplier.

We estimate that the purchase or lease of the building, site development costs, equipment, signs, fixtures, vehicles, furnishings, supplies, inventory and advertising and sales promotions materials which meet our specifications will represent approximately 75% to 85% of the total cost to develop the Store. We estimate that the purchase or lease of supplies, inventory and advertising and sales promotions materials which meet our specifications will represent approximately 28% to 36% of the total cost to operate your Store.

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 3.1, 3.2, 5.1 and 5.2 of Franchise Agreement; Section 3.3 of MSD Agreement	Items 7 and 11
b. Pre-opening purchase/leases	Sections 5.2 through 5.6 of Franchise Agreement	Item 8
c. Site development and other pre-opening requirements	Sections 5.2 through 5.6 of the Franchise Agreement	Items 6, 7 and 11
d. Initial and ongoing training	Section 6 of Franchise Agreement; and Section 3.5 of MSD Agreement	Item 11
e. Opening	Sections 5.10 and 12.2 of Franchise Agreement	Item 11
f. Fees	Sections 3.4, 4, 5.6, 5.7, 6.2, 6.4, 9.1, 11.1, 12.3, 12.4, 12.5, 13, 16.2, 17.2, 18.2, 19.2, 19.3, 22.6, and 22.7 of Franchise Agreement; Sections 2.1 and 5.3 of MSD Agreement; and Section 4 of the Software Access Agreement	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	Sections 5, 8.1, 10.1, 12.1 and 13 of Franchise Agreement	Item 11
h. Trademarks and proprietary information	Sections 14.1, 14.6 and 20.3 of Franchise Agreement	Items 13 and 14
i. Restrictions on products/ services offered	Sections 2.2 and 10.1 of Franchise Agreement	Items 11 and 16
j. Warranty and customer service requirements	Section 13.5 of Franchise Agreement	Items 8 and 16
k. Territorial development and sales quotas	Section 2.2 of Franchise Agreement, and Section 3.1 of MSD Agreement	Item 12
l. Ongoing product/service purchases	Sections 10.1 and 13.6 of Franchise Agreement	Item 8
m. Maintenance, appearance, and remodeling requirements	Section 10.1 of Franchise Agreement	Item 11
n. Insurance	Sections 21 of Franchise Agreement	Items 7 and 8
o. Advertising	Sections 4.2 and 12 of Franchise Agreement	Items 6, 7 and 11
p. Indemnification	Section 19.3 of Franchise Agreement	Item 6

Obligation	Section in Agreement	Disclosure document item
q. Owner's participation/ management/staffing	Section 10.1 of Franchise Agreement	Items 11 and 15
r. Records and reports	Section 15 of Franchise Agreement	Item 11
s. Inspections and audits	Section 15.4 of Franchise Agreement	Item 6
t. Transfer	Article 16 of Franchise Agreement; and Article 5 of MSD Agreement	Item 17
u. Renewal	Article 17 of Franchise Agreement	Item 17
v. Post-termination obligations	Sections 18.4 and 20.2 of Franchise Agreement; Section 6.2 of MSD Agreement; and Section 11 of Software Access Agreement	Item 17
w. Non-competition covenants	Sections 20.1-20.2 of Franchise Agreement; and Section 6.1 of MSD Agreement	Item 17
x. Dispute resolution	Article 22 of Franchise Agreement; and Section 8.1 of MSD Agreement	Item 17

ITEM 10. FINANCING

We do not offer direct or indirect financing. We do not guarantee your note, lease or obligations.

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

Except as listed below, we are not required to provide you with any assistance.

We may provide you any of these services through our employees or representatives, through our affiliates, or through any third party we designate. Under the management agreement between us and SCL, our predecessor has agreed to provide certain required support and services to SCOOTER'S COFFEE franchisees under their franchise and development agreements with us.

Pre-Opening Assistance: Before you open a Store, we will:

1. Provide you with Immersion Training and NSO Training described below. (Section 7.1(A) of Franchise Agreement.)

2. Provide you with our site selection criteria and requirements. We may, but are not required to, provide site selection assistance, although site selection acquisition and development of the Store is your sole responsibility. (Section 7.1(B) of Franchise Agreement.)

3. Provide you with the standards and specifications for the leasehold improvements, interior design, layout, floor plan, signs, designs, products, inventory, uniforms, equipment, POS System, color and decor of the Store. (Section 7.1(C) of Franchise Agreement.)

4. Provide you with the standards and specifications for the equipment, supplies and materials used in, and the menu items offered for sale by, the Store, including the Approved Suppliers List and the Approved Supplies List and, if available, a description of any regional or central purchase and supply agreements offered by such Approved Suppliers. Our predecessor may make certain supplies, fixtures, and equipment available to you for purchase through approved third parties or for purchase from our affiliate, Supply Chain, or other affiliates designated as Approved Suppliers. (Section 7.1(D) of Franchise Agreement.)

5. Provide electronic access to the current Operations Manual. (Section 7.1(E) of Franchise Agreement.)

6. Provide opening assistance consisting of one representative on site at the Franchised Location. The representative will be on site for 7 days total, as outlined in the Operations Manual. We are obligated to provide this assistance only for your initial Store and may not offer this assistance for any second or subsequent Stores you operate. (Section 7.1(F) of Franchise Agreement.)

7. Provide assistance in planning and implementing your grand opening campaign. (Section 7.1(G) of Franchise Agreement.)

Ongoing Assistance: During the operation of your Store, we will:

1. Provide access to any advertising and promotional materials that we may develop. We reserve the right to charge you a fee for the cost of copying or providing any advertising or promotional materials to you. (Section 9.1(A) of Franchise Agreement.)

2. Provide the on-going support and assistance as we deem appropriate. (Section 9.1(B) of Franchise Agreement.)

3. Provide any on-going training programs as we deem appropriate. (Section 9.1(C) of Franchise Agreement.)

4. Provide any updates or changes to the Operations Manual or System. (Section 9.1(D) of Franchise Agreement.)

5. Manage the National Marketing and Advertising Fund. (Section 12.3 of Franchise Agreement.)

We may:

1. Periodically set minimum and maximum prices, as allowed by law, for all menu items sold at your Store (subject to applicable law) (Section 10.1(L) of Franchise Agreement).

2. Attempt to negotiate relationships with third-party vendors for the provision of products, services or other items to the franchise system and if necessary process payment from you under any of these agreements. (Section 13.8 of Franchise Agreement).

Site Selection

We do not generally own the premises on which you will locate your Store (the "Franchised Location"). You are solely responsible for selecting and acquiring or leasing the Franchised Location for your Store. We will not select the Franchised Location, but we will identify an area in which you may select the Franchised Location for the Store (the "Non-Exclusive Search Area") and may provide assistance in connection with the site selection process. We also will recommend an approved broker who is familiar with our System and specializes in the geographic area to assist you with site selection in the Non-Exclusive Search Area. The Franchised Location must be located inside the Non-Exclusive Search Area.

You must obtain our consent for any Franchised Location you may choose for your Store. We base our consent on a variety of factors including the viability of the location and demographics of the proposed site. In most cases, we will send a representative to your proposed site for approval. We will consent or not consent to your proposed Franchised Location within a reasonable time. Once we have all of the necessary documentation for review, however, we typically take no more than 30 days to consent or not consent to

your proposed location, and we may extend your development deadlines when circumstances beyond your reasonable control delay the site selection and approval process. We may terminate the Franchise Agreement and retain all amounts you have paid us or our affiliate if you fail to locate a Franchised Location (that we consent to) within 90 days of the date of the Franchise Agreement. (Section 5.1 of Franchise Agreement.)

Lease and Construction

You may lease the Franchised Location or you may acquire the real estate where it will be located. We are not required to, but may, assist you in negotiating the terms of a purchase or lease of the Franchised Location. If you (or your affiliate) desire to own the real estate underlying the Franchised Location, you may do so only through a separate business entity (either a limited liability company, corporation or limited partnership) and must enter into a lease agreement, as the tenant of the Franchised Location, with this business entity (as the landowner). We can also require the owner of the real estate and any of its owners to sign a Guaranty and Assumption of Franchisee Obligations in the form attached to the Franchise Agreement. You must obtain our approval of the proposed LOI outlining the terms of the lease or purchase of the Franchised Location, the purchase agreement if your affiliate is purchasing the real estate, and in either case the lease and Lease Addendum as discussed below for the Franchised Location. You must provide us with a copy of the signed LOI and purchase agreement within 14 days of signing the LOI or purchase agreement. (Section 5.2 of Franchise Agreement).

You may not enter into a lease for the Franchised Location unless and until the lease has been reviewed and approved by us. Our review and approval is limited to ensuring that the terms required to be included in the lease by the Franchise Agreement are present. You must sign a lease and a Lease Addendum in the form attached as an exhibit to the Franchise Agreement, in each case that we have approved, for the Franchised Location within 180 days from the date of the Franchise Agreement. You must provide us with a copy of the fully signed lease and Lease Addendum within 30 days of signing by all parties. If you fail to meet any of the deadlines above we may terminate the Franchise Agreement and retain all amounts you have paid to us or our affiliate. (Section 5.2 of Franchise Agreement.).

You must submit construction plans, bids, specifications, and any other documentation or forms we may require to us for our approval before you begin construction of your Store, and you must submit all revised plans and specifications to us during the course of construction. (Section 5.3 of Franchise Agreement.) You must ensure that the plans and specifications comply with all laws including the Americans With Disabilities Act.

Time To Open

The typical length of time it takes to open a Store after signing the Franchise Agreement or making your first payment for the franchise is 180 to 545 days. Factors that may affect this time period are your ability to locate a site, secure financing, obtain a lease, obtain permits, the delivery schedule for equipment, inventory and supplies and completion of your training. Unless we otherwise agree in writing, you must open your Store within 18 months after you sign the Franchise Agreement or we may terminate the Franchise Agreement. (Section 5.10 of Franchise Agreement.)

If you sign an MSD Agreement, you must sign a franchise agreement for the second and each subsequent Store at the earlier of (i) 14 calendar days after our written approval of a location for the Store but before you enter into any binding agreement for the purchase or lease of the Store premises, and (ii) at least 9 months before you must open and commence operations of the Store under the MSD Agreement. All development and opening deadlines in an MSD Agreement will override any inconsistent development and opening deadlines in a Franchise Agreement signed under the MSD Agreement. If you fail to open any Store by the opening deadline date stated in the development schedule in the MSD Agreement, we can

terminate the Franchise Agreement and retain all amounts you have paid to us and our affiliate. (Section 3.2 of MSD Agreement.)

Marketing, Advertising and Promotion

Grand Opening Advertising

We and you will decide on a grand opening promotional advertising campaign for your Store, to be conducted at or around the time your Store opens for business. The grand opening promotion will typically consist of direct mail or print advertising campaigns and discounts, along with local newspaper advertisements, trade area or local marketing and special celebrations. You must pay us the Initial Opening Support Fee when you sign the Franchise Agreement. (Section 4.2 of Franchise Agreement.) We will use the Initial Opening Support Fee primarily to directly pay or reimburse you for qualified expenses related to your grand opening promotional advertising campaign, although we may also use the Initial Opening Support Fee to offset the costs and expenses related to providing on-site opening assistance at your Store. Any remaining funds for the Initial Opening Support Fee must be used within 12 months following the Store opening. Otherwise, we will retain them.

In addition to the Initial Opening Support Fee, you must spend $10,000 to $30,000 on local advertising, promotional events, marketing materials and other activities that we have approved to promote the grand opening of your Store.

Marketing Fund

We operate the National Marketing and Advertising Fund (the "Marketing Fund") to advertise and promote the SCOOTER'S COFFEE brand. The Marketing Fund is administered by our predecessor pursuant to the management agreement. You will pay us a weekly National Marketing and Advertising Contribution equal to 2% of Net Sales (the "Marketing Contribution"). We can increase this percentage upon 60 days' notice but the percentage you pay will not be more than 4% under your Franchise Agreement. We also will contribute to the Marketing Fund for each SCOOTER'S COFFEE Store that we or our affiliates operate in the United States at the same percentage rate as a majority of SCOOTER'S COFFEE franchisees must pay to the Marketing Fund. We will deposit all Marketing Contributions into a separate advertising funds account maintained by our predecessor. We may use the Marketing Fund to conduct national, regional and local advertising, marketing, promotional and public relations campaigns, including the cost of preparing and conducting print, point of purchase, radio, television, Internet, electronic, digital and billboard advertising, and employing advertising agencies. We also may use the Marketing Fund to develop advertising and promotional materials for regional and local advertising cooperatives and for use in each franchisee's local market, and for administering gift card programs, gift card incentives and other advertising and marketing activities. We may develop an in-house advertising staff to assist in advertising. We also contract with various outside advertising agencies and third party vendors to produce certain advertising production and promotional materials and to create and implement public relations campaigns. We will determine the use of monies in the Marketing Fund. We are reimbursed for our and our managers costs, employee salaries and benefits and any overhead incurred in administering the Marketing Fund for the preceding year. This includes reimbursement of these items for those employees who work on creative, production or strategic matters for the Fund.

We are not required to spend any particular amount on marketing, advertising or production in the area in which your Store is located. Marketing Contributions not spent in any fiscal year will be carried over for future use. We, our predecessor or an affiliate may make loans to the Marketing Fund bearing reasonable interest to cover any deficit of the Marketing Fund and cause the Marketing Fund to invest in a surplus for future use by the Marketing Fund. Marketing Contributions will not be used for advertising principally directed at the sale of franchises. The Marketing Fund is not audited. Although we do not provide financial

statements of the Marketing Fund for review, at your request, which must be made within 30 days of the end of the calendar year, we will provide you with an unaudited statement showing the percentage breakdown by category of expenditures from the Marketing Fund for the immediately prior calendar year.

During our predecessor's last fiscal year ended December 31, 2025, the Marketing Fund was used as follows: 18% on production and point of sale materials, 63% on media placement, 15% on labor and benefits, and 4% on administrative and other expenses.

We do not have an advertising council composed of franchisees that advises us on advertising policies, but we reserve the right to create one in the future.

Local Marketing and Advertising

You currently are not required to spend any minimum amount on local marketing and advertising, but we may require you, on 60 days' notice, to begin spending up to 2% of quarterly Net Sales on local marketing and advertising (the "Local Marketing and Advertising Contribution"). We may require this expenditure in any or all of the calendar quarters during the term of the Franchise Agreement.

You may create your own advertising and promotional materials, at your expense, although all of your marketing, advertising and promotion must be in such media and of such type and format as we may approve and must conform to the standards and requirements as we may specify. You may not use any marketing, advertising or promotional plans or materials unless and until you have received written approval from us. You must submit to us samples of all marketing, advertising and promotional materials that have not been prepared or previously approved by us.

You must participate in any electronic advertising we require. We retain the sole right to develop and control all marketing and advertising using our Marks, both on and off the Internet. (Franchise Agreement – Section 12.10).

Social Media Presence and Online Identifiers

We will list your Store on our website. You are responsible for providing content we require for this website listing, and all content must be approved by us. Other than this website listing, you may not establish or maintain, or have established or maintained on your behalf, any digital or electronic medium or method of communication, relating to or referring to us, our predecessor, any of our affiliates, the System, any of the Marks, or your Store, including any website, social media account, online directory, business profile, or review site (each, a "Social Media Presence"), unless we approve it. (Franchise Agreement – Section 12.9.) You may not use any of our Marks in any domain name, email address, account name, username, profile, or URL (each, an "Online Identifier"). We can require you to remove, delete, or modify any Online Identifier or Social Media Presence, or any information, content, or post. We retain sole ownership of any Online Identifier and Social Media Presence that includes all or a portion of any of our Marks, or any word, phrase, or symbol confusingly similar thereto or variant thereof. You must provide us with all passwords and access to any Social Media Presence or Online Identifier.

You may not offer, promote, or sell any products or services, or post or blog any comments about us, our predecessor, and our affiliates, the Store, the System, or any other SCOOTER'S COFFEE franchisees, via any Social Media Presence or Online Identifier without our prior written approval. (Franchise Agreement – Section 12.10.) This includes personal blogs, personal email addresses, common social networks like Facebook, Instagram, TikTok, X (formerly known as Twitter), Snapchat, and Pinterest; professional networks, business profiles, or online review or opinion sites like LinkedIn, Google Business Profile, or Yelp; live-blogging tools like X (formerly known as Twitter), Facebook and Snapchat; virtual worlds, metaverses, file, audio and video-sharing sites, and other similar social networking or media sites or tools.

You may not use any of our Marks in any keyword advertising, pay-per-click advertising or other search engine marketing without our approval.

Franchisor-Approved Social Media Presence

If we approve a Social Media Presence or Online Identifier, you must comply with all of our directives regarding its use, including directives related to posted materials, links, use of the Marks, passwords and login credentials, and security. You must operate any approved Social Media Presence or Online Identifier in compliance with the Franchise Agreement and all applicable laws and regulations. We may, at any time and in our sole discretion, require you to remove, delete, or modify any Social Media Presence or Online Identifier, or any content thereon. All content must be approved by us before posting.

Advertising Cooperative

You must participate in, support and contribute a proportionate share of the cost of any regional cooperative marketing and advertising programs we designate. The amount of your contribution will be determined by the regional cooperative (up to 3% of Net Sales), although we may designate the contribution amount if the regional cooperative is unable or unwilling to do so. We can designate regional and local advertising or marketing markets, to establish regional marketing and advertising cooperatives and to establish the bylaws and other rules under which councils will operate. SCOOTER'S COFFEE Stores owned and operated by us or our affiliates will have the same voting power as franchised Stores within that local or regional marketing and advertising cooperative. The marketing and advertising cooperative will use contributions to fund local and regional advertising and promotional campaigns and activities that we recommend or approve for use by the cooperative. Each cooperative will determine its own voting procedures so long as those procedures are consistent with the general operating rules we have established. We may reallocate some or all of the Marketing Contributions back to a region for the purpose of cooperative expenditures for regional marketing and advertising for the Stores in a particular geographic region. We can form, change or dissolve these cooperatives, or merge them with other cooperatives.

POS and other Technology Systems

You must obtain your Technology Systems, including the POS System, from our Approved or Designated Suppliers. Network equipment must reside exclusively on the Scooter's Dashboard, which is licensed from us. Additionally, all back-office computer hardware must be purchased from an Approved Supplier and comply with our standards and specifications. The cost of the Technology Systems includes the items below and is generally around $34,500 to $41,000, which includes between $13,200 - $13,650 for the POS System.

You must use brands, types, makes, and/or models of communication and Technology Systems within the Stores, and in accordance with our established standards, including:

1. Back-office systems, encompassing data, audio, video (including managed video security surveillance, subject to lawful monitoring rights), telephone, voice messaging, retrieval, and transmission systems for Store use, between or among Stores, and between the Stores and you and us.

2. Security systems, including physical, electronic, and other security measures.

3. Printers and other peripheral devices.

4. Archival backup systems.

5. Internet access mode (telecommunications connection type) and speed. You must have a high-speed Internet connection that meets our standards and specifications to facilitate communication between you and us and among our franchisees; a minimum of 5G wireless backup Internet service; and front-of-the-house Wi-Fi and other customer connectivity services. These are not included in the above cost range.

6. Technology employed to enhance and assess the customer experience.

7. Digital and static menu boards, along with related technology, hardware, software, and firmware.

8. Required drive-thru system equipment and hardware.

9. Cloud-based back-end management systems and storage sites.

10. In-shop music systems. We may require you to have commercially licensed Internet radio at your Store.

11. We may require you to install surveillance cameras in and around your Store.

12. Consumer-marketing-oriented technology, including affinity and rewards hardware and software, facial and other customer recognition technology, and approved social media/networking sites.

13. Any other computer software programs or accounting system software developed by or for us, which you must install and maintain in accordance with our standards.

You must use an Approved Supplier to install, maintain, update and replace (as necessary) the Technology Systems and required software at your own cost. Initial and ongoing fees must be paid to third-party vendors to install, maintain, and continue using the necessary software, hardware, and other elements of the Technology Systems. You must implement upgrades and other changes at your expense, in a timely manner, as requested by us, and there are no contractual limitations to such upgrades and changes. You must pay us the monthly Technology Fee disclosed in Item 6.

The annual estimated cost of computer maintenance, support, and upgrades is $1,000 to $10,000, plus $50 per hour for your POS System, though opting for more expensive equipment or higher levels of support and training may increase costs. Neither we, our affiliates, nor to our knowledge any third party, is obligated to provide ongoing maintenance, repairs, upgrades, or updates to the Technology Systems.

You must comply with all specifications we issue regarding the Technology Systems and required software, as well as any upgrades. We retain the right to approve or disapprove your use of any alternative technology solutions, including beacons and other tracking methodologies.

Under the Franchise Agreement, you must grant us and SCL independent unimpeded access to your Technology Systems and required software, including all information and data stored in them. We can review and obtain all information contained in the Technology Systems, including the POS System databases, including sales, product trending, cost of goods sold, inventory levels and hours of operation, through on-line communication contact with your POS System. The process to allow this communication must be set up within 30 days of opening your location. There are no contractual limitations on our rights to obtain and review this information and we will have independent access to it.

Operations Manual

During the term of the Franchise Agreement, we will allow you to have electronic access to our Operations Manual, which contains mandatory and recommended specifications, standards, and procedures. The Operations Manual is confidential and remains our property. The current Table of Contents of the Operations Manual, as of the original issuance date of this Disclosure Document, is as follows:

Operations Manual Table of Contents

Subject	Number of Pages
Let's Get Started!	7
Franchise Agreement & Compliance	4
Operational Requirements	6
Store Equipment & Set Up	4
Leading Your Team	5
Additional Operational Resources	5
Training and Execution	4
Amazing Service	4
Support Resources	2
Total Number of Pages	**41**

Training Programs

Initial Training Program

Immersion Training

Approximately 4 to 5 months before opening your Store, and subject to the Operations Manual, one of your Principal Owners must attend a 3-day franchise ownership training session in Omaha, Nebraska or another training facility we designate, which we refer to as immersion training ("**Immersion Training**"). The instructional materials for the Immersion Training program include the Operations Manual, handouts and visual aids, and will include lecture, classroom discussion, and hands-on demonstration. If your Principal Owner does not complete this training to our satisfaction within 150 days of the date of your Franchise Agreement we may terminate your Franchise Agreement and retain all amounts paid to us. (Section 6.1 of Franchise Agreement.)

NSO Training

One of your Principal Owners, and a person designated by you to assume primary responsibility for the management of your Store ("**Designated Manager**"), and any additional individuals we require, must attend and complete to our satisfaction our New Store Opening Training ("**NSO Training**"). If your Principal Owner or Designated Manager does not begin NSO Training within 60 days of the scheduled opening date of your Store or either of them does not complete NSO Training within 20 days of the scheduled opening date, we may terminate your Franchise Agreement and retain all amounts paid to us. (Section 6.2 of Franchise Agreement.)

NSO Training lasts 15 days and is divided into three sessions. The first two sessions, comprised of 4 days of barista skills training and 4 days of manager training, must take place at a corporate training kiosk, currently located in Omaha, Nebraska or Dallas, Texas. The instructional materials for the barista skills training and manager training include the Operations Manual, handouts and visual aids, and will include lecture, classroom discussion, and hands-on demonstrations.

When the Store is ready to open, we will provide the third session of NSO Training at the Store. This training includes direct field training support to further train and assist the Designated Manager and Principal Owner for a total of 7 days: 4 days of onsite barista training support and 3 days of onsite store opening support.

Beyond instructional training, we recommend additional in store experience and practice at a SCOOTER'S COFFEE Store that we designate. If your Principal Owner cannot attend NSO Training at the time scheduled and you fail to cancel the training at least 14 days before this training, or if this individual or any other required attendee is not prepared to successfully complete the training, you must pay us a $500 fee per individual and reimburse us for any travel or living expenses incurred by our representatives. This applies to all mandatory training. If your Designated Manager registers but fails to attend the Designated Manager portion of NSO Training, you must pay us a cancellation fee of $150. (Section 6.2 and 6.4 of Franchise Agreement.)

We schedule our NSO Training program as often as needed.

As of the issuance date of this Disclosure Document, the training programs consist of the following:

IMMERSION TRAINING PROGRAM

Subject	Hours of Classroom Training – Estimated	Hours of On-the-Job Training – Estimated	Location*
Orientation	1	0	Omaha, NE Training Facility
The Scooter's Coffee Model	2	0	Omaha, NE Training Facility
The Franchisor & Franchisee Relationship	1.5	0	Omaha, NE Training Facility
Training and Development	1	0	Omaha, NE Training Facility
Human Resources	2	0	Omaha, NE Training Facility
Accounting/Profit & Loss	2	0	Omaha, NE Training Facility
Franchisee Panel	1.5	0	Omaha, NE Training Facility
Executive Panel	1.5	0	Omaha, NE Training Facility
Distribution Center Tour, Coffee Tasting, & Bakery Tour	6	0	Omaha, NE Training Facility
Marketing	1	0	Omaha, NE Training Facility
Green Light Checklist & Goal Setting	2	0	Omaha, NE Training Facility
Total	**21.5**	**0**	

*Alternatively, the location of the training program may be one or more regional Scooter's training facilities we establish.

NSO TRAINING PROGRAM

Subject	Hours of Classroom Training – Estimated	Hours of On-the-Job Training – Estimated	Location*
Orientation	3.5	0	Corporate Training Kiosks
Customer Service	16.5	6	Corporate Training Kiosks
Daily Operations	16	24	Corporate Training Kiosks
Marketing	1.5	0	Corporate Training Kiosks
Scooter's Accounting and Reporting	3	0	Corporate Training Kiosks
Inventory Management	2	6	Corporate Training Kiosks
Staffing Recommendations	1.5	0	Corporate Training Kiosks

Subject	Hours of Classroom Training – Estimated	Hours of On-the-Job Training – Estimated	Location*
Station Deployment	2	10	Corporate Training Kiosks
Beverage Recipes/Drink Preparation and Practice	8.5	16	Corporate Training Kiosks
Culture and Engagement	1.5	2	Corporate Training Kiosks
Total	**56**	**64**	

*Corporate Training Kiosks are currently located in Omaha, NE and Dallas, TX.

We periodically may modify the content of the training programs.

Mandi Dilling will oversee the training programs. Mandi is our Senior Director, Franchise Training and has been with us since June 2024. Ms. Dilling has approximately 18 years of experience in training, operations and development. Before working for us, Ms. Dilling worked for two other franchise brands focusing on instituting comprehensive training programs to improve system success.

For each new Store opened after your initial Store your Designated Manager for that Store must be fully trained as outlined in the Operations Manual and must complete training within 20 days of the scheduled opening date of the Store. As of the issuance date of this Disclosure Document, our current training options for Designated Managers of subsequent Stores are: (1) participation in the 4-day in-person manager training session; (2) attendance at a virtual, cohort-style manager training; or (3) self-training if approved under our Enterprise Training Program, which permits multi-store owners in good standing who meet certain other qualifications to train their own Designated Managers. There is no additional cost for this training.

If you (including any affiliates) own or operate multiple Stores, we may require that your Multi-Unit Leader (if any) attends both Immersion and NSO Training, as well as any Multiple Store Owner Training, which is described below.

During all training, you are responsible for all travel, living expenses, and wages for you and all employees who attend the training session. We may, at our option, conduct any training at another location that we designate, or virtually over the Internet.

Additional Training

After your Store is open, any new or replacement Designated Manager must register for one of our in-person or virtual, cohort-style Designated Manager Training programs within 15 days after assuming the role of Designated Manager. Completion of the Designated Manager Training program must occur within 75 days of assuming the role. We will also allow you to self-train any new Designated Manager if approved under our Enterprise Training Program.

If it becomes necessary to provide the NSO Training program to any Designated Manager during your Franchise Agreement, we will provide the NSO Training program, but you must pay us our then-current training fee (currently, $500 per person). You will be responsible for all travel and living expenses incurred by your personnel during the NSO Training program. The availability of the NSO Training program will be subject to space considerations and prior commitments to new franchisees.

Between one and four times per year, a Principal Owner or your Designated Manager (and your Multi-Unit Leader, if any) may be required to attend, at your expense, a national, regional or local meeting, seminar or conference which we present for the purpose of discussing a topic such as advertising programs, new operations methods, training, management, sales, or sales promotion. You must attend our franchisee conference each year. We reserve the right to charge you our then-current registration fee for the franchisee conference (currently $499 per attendee) and can charge you that fee even if you fail to attend or register

for the franchisee conference. Your Principal Owner or your Designated Manager must attend the conference.

ITEM 12. TERRITORY

Franchise Agreement

Under the Franchise Agreement, you may operate your Store and use the Marks and the System only at a Franchised Location to which we have consented. If, on the date you sign your Franchise Agreement, you do not have a Franchised Location that we have consented to, we will designate, by Addendum to the Franchise Agreement, a "Non-Exclusive Search Area" within which you must find a Franchised Location. The designation of a Non-Exclusive Search Area does not grant you any territorial rights in that Non-Exclusive Search Area, but does limit the area in which you may locate your store.

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. Under the Franchise Agreement, you must operate your Store at a specific location identified in the Franchise Agreement.

You will be granted two requests for a shift in the Non-Exclusive Search Area at no cost to you; provided the requests are in writing and the proposed area meets our required standards and specifications. You must pay us $3,000 for each additional request.

You acknowledge that the franchise rights granted under the Franchise Agreement are non-exclusive. We (for ourselves and our affiliates) retain all rights not expressly granted to you in the Franchise Agreement, including the right to:

(1) operate and grant others the right to open and operate a SCOOTER'S COFFEE Store at any location;

(2) promote, sell and distribute products and services authorized for sale at SCOOTER'S COFFEE Stores under trademarks and service marks other than the Marks through similar or dissimilar channels of distribution;

(3) promote, sell and distribute products and services authorized for sale at SCOOTER'S COFFEE Stores under the Marks through other channels of distribution, including by electronic means such as the Internet, by mail order, catalog, retail store display, through the wholesale sale of products to unrelated retail outlets or to distributors, or to grocery stores, convenience stores, or other locations; and

(4) promote the System and SCOOTER'S COFFEE Stores generally, including on the Internet (or any other existing or future form of one or more electronic commerce), and to create, operate, maintain and modify or discontinue the use of websites using the Marks.

We are not required to pay you any compensation if we exercise any of these rights.

You may not conduct business from any site other than the Franchised Location, whether by relocating, establishing additional outlets, or using alternative distribution channels. You may not relocate the Franchised Location without our advance written approval. We condition relocation of the Franchised Location on the following: (1) the proposed site meets our requirements for the development of a Store, (2) you are in compliance with your obligations under the terms of the Franchise Agreement, and (3) you pay us the Relocation Fee. There is no minimum sales quota. Continuation of your Franchised Location

does not depend on the achievement of any specified sales volume, market penetration or other contingency. You are not granted any options, rights of first refusal, or similar rights to acquire additional franchises under the Franchise Agreement.

Neither we nor any affiliate operates, franchises, or has any current plans to operate or franchise any business selling the products and services authorized for sale at SCOOTER'S COFFEE Stores under any other trademark or service mark.

We do not restrict the customers you may serve. However, you cannot solicit customers via the Internet, telemarketing, or other direct marketing efforts unless we approve of those efforts. We do not pay any compensation for soliciting or accepting orders from customers.

You may not offer for sale any products or services through any other channels of distribution, including grocery and convenience stores and other retail outlets, catalogs or mailings, the Internet (or any other existing or future form of electronic commerce), and other types of resale (except directly to customers at your Store), wholesale, or distribution arrangements, without our prior written consent.

MSD Agreement

If you sign an MSD Agreement, then under the terms of that Agreement, we grant to you the right to establish, according to a schedule, a minimum number of Stores within a larger geographical territory specified in the MSD Agreement ("Development Area"). A Development Area is usually defined by political boundaries such as street boundaries, a city, county or state limits or by other reasonable boundaries. The number of Stores to be developed may be adjusted depending on demographics and other characteristics of a Development Area, including population density, income and other characteristics of the surrounding area, natural boundaries, extent of competition and whether the proposed Development Area is urban, suburban or rural in nature. You have no option, right of first refusal or similar contractual right to acquire additional SCOOTER'S COFFEE Store franchises within your Development Area or anywhere else.

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 be granted two requests for a shift in Development Area at no cost to you; provided the requests are in writing and the proposed development area meets our required standards and specifications. You must pay us $3,000 for each additional request.

As long as you are in full compliance with the terms of the MSD Agreement and all obligations under each Franchise Agreement entered into by you or any affiliate under the MSD Agreement, we will not (except as expressly provided below) grant a third-party the right to operate a franchised SCOOTER'S COFFEE Store inside the Development Area. We (for ourselves and our affiliates) retain all rights not expressly granted to you in the MSD Agreement, including the right to:

(1) operate (directly or through an affiliate) Stores at locations inside or outside the Development Area and grant third party franchisees the right to operate Stores at locations anywhere outside the Development Area;

(2) promote, sell and distribute products and services authorized for sale at Stores under trademarks and service marks other than the Marks through similar or dissimilar channels of distribution;

(3) promote, sell and distribute products and services authorized for sale at Stores under the Marks through other channels of distribution, including by electronic means such as the Internet, by mail order, catalog, retail store display, through the wholesale sale of products to unrelated retail outlets or distributors, or to grocery stores, convenience stores, or locations other than through SCOOTER'S COFFEE Stores;

(4) directly operate, or to grant other persons the right to operate Stores at non-traditional locations, such as airports, hospitals, stadiums, train stations, malls, military bases, amusement parks and business atriums, located inside or outside the Development Area, if you are unable to secure the right to operate a Store at the non-traditional location; and

(5) promote the System and Stores generally, including on the Internet (or any other existing or future form of one or more electronic commerce), and to create, operate, maintain and modify or discontinue the use of websites using the Marks.

We are not required to pay you any compensation if we exercise any of these rights.

The continuation of your right to your Development Area during the term of the MSD Agreement depends on meeting the Development Schedule described in the MSD Agreement. If you fail to meet the requirements of the Development Schedule, we may, among other things, terminate your MSD Agreement, in which case you would lose your rights to the Development Area.

ITEM 13. TRADEMARKS

We grant you the right to operate your Store under the name "SCOOTER'S COFFEE." You also may use our other Marks to operate your Store.

The following table lists only the principal Marks that you are licensed to use and which are registered in the Principal Register of the United States Patent and Trademark Office. All required affidavits and renewal registrations for the registered Marks listed below have been filed. As of the issuance date of this Disclosure Document these trademark registrations are in the process of being assigned from our predecessor to us.

Trademark	Registration Date	Registration Number
SCOOTERS	February 13, 2007	3207069
SCOOTER'S	October 4, 2016	5053643
	November 11, 2014	4636672
	December 3, 2019	5928262
	September 18, 2012	4209045

There are no presently effective material determinations by the U.S. Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court, or any pending infringement, opposition or cancellation proceedings or any pending material litigation, involving the Marks that are relevant to your use in any state. There are currently no agreements in effect that significantly limit our right to use or license the use of the Marks.

You must use the Marks as the sole service marks identifying your Store. You must identify yourself as the independent owner of the Store in the manner we require.

You must follow our rules when you use the Marks. These rules include that you may not use any Mark: (i) except in the exact manner as we specify; (ii) as part of any corporate or other business name or trade name; (iii) with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed to you); (iv) in any modified form; or (v) in any form on the Internet, including URLs, domain names, hashtags, e-mail addresses, locators, links, metatags, search techniques or on any social media or social networking platform.

You may not use any Mark to advertise unauthorized services or products or in any other manner not expressly authorized in writing by us. We retain the sole right to advertise the System on the Internet and to create, operate, maintain and modify, or discontinue the use of, a website using the Marks.

You must modify or discontinue your use of a Mark if we require modification or discontinuance of it, at your own expense and without recourse against us.

You must immediately notify us of any apparent infringement of or challenge to your use of any Mark and you may not communicate with any person other than us or our counsel regarding this matter. You may not settle any claim without our written consent. We have no obligation to take any affirmative action when notified of such uses or claims, but rather have the right to take actions we deem appropriate and the exclusive right to control any litigation or any other administrative proceeding arising out of any infringement, challenge or claim against any Mark.

We are not contractually obligated by the Franchise Agreement to protect your right to use the Marks or to protect you against claims of infringement or unfair competition regarding your use of the Marks and have no obligation to participate in your defense or to indemnify you for expenses or damages if you are a party to an administrative or judicial proceeding involving one or more of the Marks. We pay all litigation costs, including attorneys' fees and court costs, if we elect to defend or protect your authorized use of the Marks. We will not pay any of your attorneys' fees if you hire your own attorney. You must cooperate with us in any litigation.

Our nationwide rights in our mark SCOOTER'S date back to June 25, 2004. We are aware of restaurants throughout the United States that use the word SCOOTER'S or a similar mark as part of their restaurant names and/or marks, including in Illinois, Pennsylvania, Ohio, Maryland, Missouri, Oklahoma and Colorado. There also may be others. If these or any other restaurants used the word SCOOTER'S or a similar mark prior to June 24, 2004, it is possible that you may be precluded from operating a SCOOTER'S COFFEE Store in the same market as these restaurants. If our right to use our trademark is challenged, you may have to change to an alternative trademark, which may increase your expenses.

We also are aware of restaurants that use the mark SCOOTER'S or a similar mark as part of their restaurant names and/or marks in other parts of the country that may have junior rights to us. We may take enforcement action against junior users but are not obligated to do so.

ITEM 14. PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION

You will not receive the right to use any item covered by a patent, pending patent, application or registered copyright. We claim copyright protection for our manuals and to advertising and promotional materials, forms, and related materials that we produce, but we have not registered any of these materials with the Copyright Office of the Library of Congress. Our Operations Manual, recipes, and all related materials are considered proprietary and confidential and are our property, which you may use only as described in the Franchise Agreement. You must maintain the confidentiality of our information and adopt reasonable procedures to prevent unauthorized disclosure of these trade secrets and information.

There are currently no effective determinations of the United States Copyright Office or any court regarding any of our copyrighted materials, nor are any proceedings pending, nor are there any currently effective agreements between us and third parties pertaining to our copyrighted materials that will or may significantly limit your use of our copyrighted materials. We are not aware of any infringing uses of these materials that could materially affect your use of these materials. We are not required by any agreement to protect or defend our copyrights.

You must promptly notify us if you learn about any unauthorized use of our proprietary information. We are not obligated to take any action, but we will respond to your notification as we deem appropriate.

You may not use any of our confidential or proprietary information for the purpose of machine learning, augmented human intelligence development, training any artificial intelligence ("AI") model, algorithm improvement, or similar data aggregation activities without our prior approval. You must not, without our prior written consent, input any confidential or proprietary information into any generative AI platform, or disclose any information to any provider or source of generative AI services. You must opt out of allowing any provider or source of generative AI to utilize our confidential or proprietary information for training of any AI model or for other purposes.

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

Under the Franchise Agreement, your Principal Owners are not required to personally manage and operate your Store. However, if your Principal Owners do not manage and operate the Store personally, your Designated Manager must be responsible for the management and operation of the Store. You must ensure that a Principal Owner, Designated Manager, or shift supervisor is available at your Store at all times during its operation. You, one of your Principal Owners and your Designated Manager must successfully complete our mandatory initial training programs. All Designated Managers must successfully complete our initial training program. You must notify us within 10 days whenever you experience a change in the Designated Manager and associated shift supervisors. Any new or replacement Designated Manager must register for one of our in-person or virtual, cohort-style Designated Manager Training programs within 15 days after assuming the role of Designated Manager. The individual must complete the Designated Manager Training program within 75 days of assuming the role.

We only permit a franchised Store to be operated by a franchisee that is a corporation, limited liability company or partnership. Although we may enter into a Franchise Agreement with you in your individual capacity as the franchisee, you must form a legal entity and transfer the franchise to that legal entity within 90 days of the effective date of the Franchise Agreement, which must be prior to entering into a lease or purchase agreement for the site for the Store. We do not require that your Designated Manager own an equity interest in this entity. However, your Designated Manager and each of your owners, officers and directors must agree to be bound by the nondisclosure provisions of the Franchise Agreement under a confidentiality agreement and, at our request, sign a noncompetition agreement.

Each person or entity who directly or indirectly owns a 20% or greater interest in you (if you are an entity) (referred to as a "Principal Owner"), together with any of your affiliates that may own the land or building on which the Store is located and serve as your landlord, must sign a Guaranty and Assumption of Franchisee Obligations in the form attached to the Franchise Agreement ("Guaranty") in which those individuals or entities personally assuming and agreeing to perform all obligations of the Franchisee under the Franchise Agreement. In addition, we may require any other person or entity having any ownership interest in you to sign a Guaranty. We do not require the spouse of a Principal Owner to sign a Guaranty unless that spouse is also a Principal Owner himself or herself. We require any new or replacement Principal Owner(s) to sign a Guaranty.

If you (including any affiliates) own or operate multiple Stores, you may be required to employ one or more Multi-Unit Leaders to supervise the day-to-day operations of those Stores, so that all Stores operate consistent with the System and present a consistent brand image and customer experience consistent with System standards. We may require any Multi-Unit Leader(s) to attend and successfully complete (to our reasonable satisfaction) all training that we require (including both NSO Training and Immersion Training). At our option, we may permit one of your Principal Owners to serve as the Multi-Unit Leader, provided that this individual satisfies the additional training requirements that are applicable to Multi-Unit Leaders.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You may sell only those products and services approved by us and may not use the Store or the Franchised Location for any purpose other than the operation of a SCOOTER'S COFFEE Store. You must sell all of the products and services we have approved, including SCOOTER'S COFFEE gift cards, and promotional items such as caps, T-shirts, jackets and similar sportswear. You must comply with our standards and specifications. We have the right to approve all items on your menu. We have the right to change or supplement the types of authorized products and services, and there are no limits on our right to do so.

We may periodically develop and implement membership, rewards, loyalty, and other programs for the franchise system. If we set up a membership, rewards, loyalty, or other program for customers, we may require you to honor the terms and conditions of these programs at your Store.

You must also participate in all gift card, gift certificate, and coupon or promotional programs we establish, and honor the terms and conditions of these programs at your Store. We will provide in our manuals our current policies and practices for allocating funds generated from the sale or redemption of gift cards, gift certificates, and reward or loyalty points that involve multiple Stores.

You may not create or issue your own gift cards, gift certificates, or rewards or loyalty programs, or other coupon or promotional programs.

ITEM 17. RENEWAL, TERMINATION, TRANSFER, AND DISPUTE RESOLUTION

THE FRANCHISE RELATIONSHIP

This table lists certain important provisions of the franchise 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 17.1	10 years.
b. Renewal or extension of the term	Sections 17.2 and 17.5	One option to renew for an additional 10-year term if you meet requirements. If you do not satisfy all the conditions to renewal before the end of your Franchise Agreement but we

Provision	Section in Franchise Agreement	Summary
		agree to continue to allow you to operate it will be a month-to-month basis.
c. Requirements for franchisee to renew or extend	Sections 17.2 and 17.3	Provide advance notice, sign then-current form of franchise agreement (which may include terms and conditions materially different from your Franchise Agreement), must be in compliance with Franchise Agreement, provide evidence of property control for duration of new franchise agreement, sign release, pay Renewal Fee and renovate Store if applicable.
d. Termination by franchisee	Section 18.7	You may terminate on 10 days' notice to us, if you are in compliance with the Franchise Agreement and we materially breach the agreement and fail to cure the breach within 30 days after you give us notice of the breach.
e. Termination by franchisor without cause	None	N/A
f. Termination by franchisor with cause	Section 18.1	We can terminate only if you default.
g. "Cause" defined – curable defaults	Section 18.2	Violation of health, safety or sanitation laws after 72 hours' notice; 10 days for failure to pay amounts owed; misuse of Marks after 10 days (or sooner); 30 days for all other curable defaults.
h. "Cause" defined – non-curable defaults	Section 18.1	Material misrepresentation or omission in application; abandonment; failure to meet applicable deadline for site approval, acquisition or opening, deceptive practices; felony conviction or other serious conduct; unauthorized assignment; unauthorized use of Confidential Information; failure to pay taxes; assignment for benefit of creditors; bankruptcy; insolvency; repeated violations; lease or other related agreement is terminated; you withhold our access to accounting and financial systems or data, revoke any electronic-funds transfer or direct debit authorization, or initiate any stop payments against us.
i. Franchisee's obligations on termination/nonrenewal	Section 18.4	Cease operating franchised business, cease use of confidential information, software and Marks, deliver property containing the Marks, cancel assumed or similar name registrations, assign lease or de-identify, pay outstanding amounts and damages, deliver manuals, assign phone numbers, comply with covenants, discontinue use of the POS System. The above must be completed within 5 business days after effective date of termination, unless you receive our prior written consent for a longer period; and comply with our purchase option, including

Provision	Section in Franchise Agreement	Summary
		our right to assume the existing lease for the Store.
j. Assignment of contract by franchisor	Section 16.6	No restriction on our right to transfer.
k. "Transfer" by franchisee – defined	Section 16.1	Includes transfer, in one or more transactions, of your business, your Store, substantially all or all of the assets of your business, the Franchise Agreement or any controlling interest in you (as defined in the Franchise Agreement).
l. Franchisor approval of transfer by franchisee	Section 16.3	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	Section 16.2	Full compliance, transferee qualifies, all amounts due are paid in full, completion of training, Transfer Fee paid, transferee signs our then-current form of Franchise Agreement, franchisee executes or delivers other required documents including release.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 16.4	30-day period, we have right to match offer.
o. Franchisor's option to purchase franchisee's business	Section 18.3	We may offer to buy your Store or just your Store's assets.
p. Death or disability of franchisee	Section 16.5	Franchise interest must be assigned to an approved buyer within 120 days of death or disability of a Principal Owner.
q. Non-competition covenants during the term of the franchise	Section 20.1	No involvement in any competing business wherever located or operating (subject to applicable state law).
r. Non-competition covenants after the franchise is terminated or expires	Section 20.2	No interest in any capacity for 2 years in competing business located or operating within 10 miles of the former Franchised Location, within the Non-Exclusive Search Area if no Franchised Location has been selected by you at the time of termination, expiration, or transfer, or within 10 miles of any Store (subject to applicable state law).
s. Modification of the agreement	Section 23.1	No modifications generally but we may unilaterally change our manuals, including the Operations Manual.
t. Integration/merger clause	Section 23.2	Only terms of the Franchise Agreement are binding (subject to applicable state law). But this provision does not disclaim representations made in the FDD. Any representations or promises outside of the Disclosure Document and the Franchise Agreement may not be enforceable.
u. Dispute resolution by arbitration or mediation	Section 22.1 and 22.2	Except for actions we bring for monies owed or injunctive relief, all disputes first will be subject to non-binding mediation in the county where our headquarters are located, then (if not resolved) to binding arbitration in

Provision	Section in Franchise Agreement	Summary
		Omaha, Nebraska (subject to applicable state law).
v. Choice of forum	Section 22.3	Omaha, Nebraska (subject to applicable state law).
w. Choice of law	Section 22.3	Nebraska law (subject to applicable state law).

MSD AGREEMENT

This table lists certain important provisions in the MSD Agreement and related agreements. You should read these provisions in the agreements attached to this disclosure document.

Provision	Section in MSD Agreement	Summary
a. Length of the franchise term	Section 4.1	Varies based on number of Stores you must open under the MSD Agreement.
b. Renewal or extension of the term	N/A	N/A
c. Requirements for franchisee to renew or extend	N/A	N/A
d. Termination by franchisee	N/A	N/A
e. Termination by franchisor without cause	N/A	N/A
f. Termination by franchisor with cause	Section 4.3	We can terminate only if you default under Franchise Agreement or MSD Agreement.
g. "Cause" defined – curable defaults	Section 4.2	30 days to cure most defaults under MSD Agreement.
h. "Cause" defined – non-curable defaults	Section 4.3	Repeated noncompliance, bankruptcy, conviction of Principal Owner that relates to the operation of the Store, unauthorized transfer, misuse of our Marks, misrepresentation in application process, subfranchising.
i. Franchisee's obligations on termination/nonrenewal	Section 6.1	All obligations in Franchise Agreement apply to MSD Agreement
j. Assignment of contract by franchisor	Section 5.1	No restriction on our right to transfer.
k. "Transfer" by franchisee – defined	Section 5.2	May only transfer to assignee of Franchise Agreement rights with our approval.
l. Franchisor approval of transfer by franchisee	Section 5.2	We have the right to approve all transfers.
m. Conditions for franchisor approval of transfer	Section 5.2	Transfer all rights under Franchise Agreements to same transferee, pay transfer fee, you and your affiliates must be in good standing under all agreements with us, transferee must meet all of our requirements, fulfill conditions in last Franchise Agreement executed with us.
n. Franchisor's right of first refusal to acquire franchisee's business	Section 5.4	We may match any offer.
o. Franchisor's option to purchase franchisee's business	N/A	N/A

Provision	Section in MSD Agreement	Summary
p. Death or disability of franchisee	N/A	N/A
q. Non-competition covenants during the term of the franchise	Section 6.1	No involvement in competing business (subject to applicable state law).
r. Non-competition covenants after the franchise is terminated or expires	Section 6.2	No interest in any capacity for 2 years in competing business located or operating within 10 miles of any former Stores owned by you or an affiliate, in the Development Area, or within a 10 mile radius of any other Store at the time of termination, expiration, or transfer (subject to applicable state law).
s. Modification of the agreement	Section 8.6	No modifications generally
t. Integration/merger clause	Section 8.7	Only terms of MSD Agreement and Franchise Agreement are binding (subject to applicable state law). But this provision is not intended to disclaim any representations we made in this FDD.
u. Dispute resolution by arbitration or mediation	Section 8.1	Same as Franchise Agreement
v. Choice of forum	Section 8.1	Omaha, Nebraska (subject to applicable state law).
w. Choice of law	Section 8.3	Nebraska law (subject to applicable state law).

ITEM 18. PUBLIC FIGURES

We currently do not use any public figure 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 if 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.

The Stores

This Item 19 provides historical financial performance information only for SCOOTER'S COFFEE franchised Kiosk drive-thru Stores ("Kiosk Stores") and franchised End Cap drive-thru Stores ("End Cap Stores") for the periods identified in Sections A through E below. This Item 19 does not provide financial information for any franchised Non-traditional Stores or "Coffeehouse Stores" as our predecessor was not actively marketing these store types. However, the total Store count for these Stores is provided in the table below as "Other Stores." Additionally, this Item 19 also does not include any financial performance information for any affiliate-owned Stores.

All Stores as of December 31, 2025

The following table provides information on the number of total Stores in the System as of December 31, 2025, broken out by Kiosk Stores, End Cap Stores, and all other Stores:

Store Type	Franchised Stores	Affiliate-Owned Stores	Total Stores
Kiosk	768	13	781
End Cap	62	1	63
Other Stores	51	11	62
Total	881	25	906

Included in the Affiliate-Owned Stores in the chart above is one Kiosk Store owned by one of our officers disclosed in Item 2, even though this Store is operated under a Franchise Agreement.

Excluded from the Stores identified below are any Stores that did not report their financial data to our predecessor for any of the periods measured. In 2025, this resulted in the exclusion of 76 franchised Kiosk Stores and 7 franchised End Cap Stores.

Kiosk Stores

The following table provides information on the number of Kiosk Stores in the System as of December 31 of each of the last five fiscal years (each a "Measurement Period") and information on "Participating Kiosk Stores," which are those Stores that were open and operated for the entire 12-month period ended on December 31 of each Measurement Period:

Participating Kiosk Stores During Each Measurement Period

Measurement Period	Total Franchised Kiosk Stores Operating at Year End	Participating Kiosk Stores
2025	768	761
2024	717	605
2023	618	424
2022	421	275
2021	275	186

For each of the Measurement Periods, any Kiosk Stores that permanently closed during that Measurement Period were excluded. For the 2021-2025 Measurement Periods, 0, 2, 2, 14, and 22 Stores respectively were excluded that had permanently closed during the applicable Measurement Period. Of the Stores that permanently closed, all of these Stores had operated for more than 12-months before closing except for 1 Store in the 2023 Measurement Period, 3 Stores in the 2024 Measurement Period, and 1 Store in the 2025 Measurement Period. The earliest of the Participating Kiosk Stores in the 2025 Measurement Period opened on December 1, 2001 and the latest on December 31, 2024.

End Cap Stores

The following table provides information on the total number of End Cap Stores in the System as of December 31 of each Measurement Period, and on "Participating End Cap Stores," which are those Stores that were open and operated for the entire 12-month period ended on December 31 of each Measurement Period:

Participating End Cap Stores During Each Measurement Period

Measurement Period	Total Franchised End Cap Stores Operating at Year End	Participating End Cap Stores
2025	62	45
2024	55	51
2023	53	52

2022	53	53
2021	53	52

For each of the Measurement Periods, any End Cap Stores that permanently closed during that Measurement Period were excluded. For the 2021-2025 Measurement Periods, 0, 0, 0, 2, and 2 Stores respectively were excluded that had permanently closed during the applicable Measurement Period. All of the Stores that permanently closed in the applicable Measurement Period were open for more than 12-months before closing. The earliest of the Participating End Cap Stores in the 2025 Measurement Period opened on December 1, 2001 and the latest on December 21, 2024.

Information Measured

This Item 19 is separated into five sections:

- **Section A** – Discloses average Gross Sales of Participating Kiosk Stores and Participating End Cap Stores for each of the 2021-2025 Measurement Periods.
- **Section B** – Discloses the average Customer Ticket Sale of the Stores in Section A for each of the 2021-2025 Measurement Periods.
- **Section C** – Discloses average Sales, Expenses, and Earnings for subsets of the Participating Kiosk Stores and Participating End Cap Stores for the 2025 Measurement Period.
- **Section D** – Discloses Same Store Net Sales for the Kiosk Stores and End Cap Stores described in Section D for the periods described in Section D.
- **Section E** – Discloses average Gross Sales for first full calendar month of operation for those Kiosk Stores and End Cap Stores that opened in the 2025 Measurement Period and were open as of December 31, 2025.

Each of these sections also includes important additional information as discussed in each section.

A. STATEMENT OF AVERAGE GROSS SALES

This Section A discloses average Gross Sales of Participating Kiosk Stores and Participating End Cap Stores. For the purpose of this Item 19, the term Gross Sales means Net Sales (as described in Item 6) plus Discounts (as defined in the Additional Notes Applicable to Item 19 at the end of this Item).

Participating Kiosk Stores

The table below discloses the average Gross Sales for Participating Kiosk Stores for each of the past five Measurement Periods. It includes the number and percentage of stores that attained or exceeded the average, the median Gross Sales, and the low and highest Gross Sales amounts for the Participating Kiosk Stores included in each of the Measurement Periods.

Average Gross Sales – Participating Kiosk Stores

Measurement Period	Average Gross Sales	Number and Percentage that Attained or Exceeded the Average	Median Gross Sales	Low / High
2025	$999,869	289 / 47%	$966,739	$337,233 / $2,458,874
2024	$914,719	281 / 46%	$880,794	$240,038 / $2,130,325
2023	$877,495	206 / 49%	$869,610	$204,124 / $1,902,593
2022	$876,519	131 / 48%	$855,908	$193,807 / $1,763,134
2021	$796,655	90 / 48%	$776,635	$209,923 / $1,569,308

Participating End Cap Stores

The table below discloses the average Gross Sales for Participating End Cap Stores for each of the past five Measurement Periods. It includes the number and percentage of stores that attained or exceeded the average, the median Gross Sales, and the low and highest Gross Sales amounts for the Participating End Cap Stores included in each Measurement Period.

Average Gross Sales – Participating End Cap Stores

Measurement Period	Average Gross Sales	Number and Percentage that Attained or Exceeded the Average	Median Gross Sales	Low / High
2025	$1,082,458	22 / 49%	$1,076,758	$339,161 / $2,261,196
2024	$991,552	27 / 53%	$998,022	$207,880 / $2,207,609
2023	$946,918	27 / 52%	$978,221	$213,614 / $2,083,248
2022	$951,900	24 / 45%	$935,698	$222,731 / $2,022,167
2021	$877,293	26 / 50%	$884,852	$218,550 / $1,808,214

B. STATEMENT OF AVERAGE CUSTOMER TICKET

This Section B discloses the Average Customer Ticket of Participating Kiosk Stores and Participating End Cap Stores for each of the five Measurement Periods. For purposes of this Section B, the "Average Customer Ticket" for each Measurement Period was determined by calculating the total Gross Sales for all Participating Kiosk Stores or Participating End Cap Stores, as applicable, and dividing such amount by the total number of transactions for all Participating Kiosk Stores or Participating End Cap Stores.

Participating Kiosk Stores

The table below discloses the Average Customer Ticket for Participating Kiosk Stores over the past five Measurement Periods. It includes the number and percentage of Stores that attained or exceeded the average, and the median Customer Ticket.

Statement of Average Customer Ticket – Participating Kiosk Stores[1]

Measurement Period	Average Customer Ticket	Number and Percentage that Attained or Exceeded the Average	Median
2025	$10.21	305 / 49%	$10.20
2024	$9.83	287 / 47%	$9.79
2023	$9.32	207 / 49%	$9.30
2022	$9.11	127 / 46%	$9.07
2021	$8.56	96 / 52%	$8.56

Participating End Cap Stores

The table below discloses the Average Customer Ticket for Participating End Cap Stores over the past five Measurement Periods. It includes the number and percentage of stores that attained or exceeded the average, and the median Customer Ticket.

Statement of Average Customer Ticket – Participating End Cap Stores[1]

Measurement Period	Average Customer Ticket	Number and Percentage that Attained or Exceeded the Average	Median
2025	$9.74	21 / 47%	$9.66
2024	$9.40	22 / 43%	$9.29
2023	$8.93	21 / 40%	$8.80
2022	$8.76	23 / 43%	$8.72
2021	$8.34	24 / 46%	$8.31

Notes:

1. Average and median Customer Ticket were rounded to the nearest cent.

C. STATEMENT OF SALES, EXPENSES AND EARNINGS

This Section C discloses Sales, Expenses and Earnings for Reporting Kiosk Stores and Reporting End Cap Stores based upon reported results and actual and estimated expenses as defined in the Notes in this Section C. A "Reporting Kiosk Store" is any Participating Kiosk Store that was open and operating for the entire 2025 Measurement Period and provided our predecessor with the cost and expense data requested for that Measurement Period. A "Reporting End Cap Store" is any Participating End Cap Store that was open and operating for the entire 2025 Measurement Period and provided our predecessor with complete data for that Measurement Period. Reporting Kiosk Stores and Reporting End Cap Stores are referred to together as the "Reporting Stores."

The Gross Sales, Discounts, Cost of Goods Sold, Labor Costs and Rental Expenses are based upon the information provided by the Reporting Stores. The Card Processing and Overhead Expenses are estimated expenses as discussed in the Notes in this Section C. A 6% Royalty and a 2% Marketing and Advertising Contribution were imputed on the total Net Sales of the Reporting Stores as these are the royalty and advertising contribution obligations under the Franchise Agreement. A monthly $350 Technology Fee was also imputed for each month in the 2025 Measurement Period as that is the monthly amount required to be paid under the Franchise Agreement.

The Reporting Kiosk Stores and the Reporting End Cap Stores were each segregated into quartiles based upon Gross Sales in descending order from highest to lowest. The average of the group of Stores in each quartile was obtained for each of the categories in the table below.

Reporting Kiosk Stores

As disclosed in the initial table to this Item 19, there were 768 franchised Kiosk Stores in the System as of December 31, 2025. Of these 768 Stores, 697 of them operated for the entire 2025 Measurement Period. Our predecessor excluded 76 Kiosk Stores from the 697 Stores because these Stores did not provide complete cost and expense data for the 2025 Measurement Period, leaving 621 Reporting Kiosk Stores whose information was used to determine the Statements of Sales, Expenses and Earnings disclosed in the table below. The earliest of the Reporting Kiosk Stores in the 2025 Measurement Period opened on December 1, 2001 and the latest on December 31, 2024.

Statement of Sales, Expenses and Earnings – Reporting Kiosk Stores

Kiosk	All Reporting Kiosk Stores (621)	Top 1/4 of Reporting Kiosk Stores (156)	Second 1/4 of Reporting Kiosk Stores (155)	Third 1/4 of Reporting Kiosk Stores (155)	Bottom 1/4 of Reporting Kiosk Stores (155)
Gross Sales[1]	998,869	1,433,875	1,076,693	866,357	615,746
Discounts[2]	75,064	111,556	78,953	64,279	45,231
Net Sales[4]	923,805	1,322,319	997,740	802,078	570,515
Cost of Goods Sold[3]	322,691	459,665	343,525	281,193	205,495
Gross Profit[5]	601,114	862,654	654,215	520,885	365,020
Labor Costs[6]	251,388	325,443	261,561	229,661	188,410
Rental Expense[7]	58,694	63,762	58,162	59,082	53,736
Royalty	55,428	79,339	59,864	48,125	34,231
Marketing and Advertising Contributions	18,476	26,446	19,955	16,042	11,410
Technology Fee	4,200	4,200	4,200	4,200	4,200
Card Processing[8]	25,971	37,281	27,994	22,525	16,009
Overhead[9]	52,500	52,500	52,500	52,500	52,500
Total Expenses	466,657	588,972	484,236	432,134	360,496
EBITDA[10]	134,457	273,683	169,979	88,750	4,524
Net Profit Margin	14.6%	20.7%	17.0%	11.1%	0.8%
Gross Sales:					
Median	966,739	1,359,071	1,067,267	867,154	635,054
High	2,458,874	2,458,874	1,199,693	966,599	763,844
Low	337,233	1,202,187	966,739	763,921	337,233
Stores/% exceeded avg.	289 / 47%	61 / 39%	73 / 47%	78 / 50%	90 / 58%
Gross Profit:					
Median	585,327	824,174	648,939	526,130	378,464
High	1,459,448	1,459,448	783,035	606,168	499,761
Low	182,030	476,473	564,718	340,318	182,030
Stores/% exceeded avg.	297 / 48%	65 / 42%	70 / 45%	85 / 55%	88 / 57%
Total Expenses					
Median	450,000	559,666	469,905	415,527	350,114
High	938,508	938,508	653,756	692,558	541,045
Low	190,303	414,721	351,434	292,365	190,303
Stores/% exceeded avg.	270 / 43%	62 / 40%	58 / 37%	59 / 38%	62 / 40%
EBITDA					
Median	138,332	277,014	181,056	103,760	19,839
High	613,869	613,869	376,623	232,078	169,580
Low	(250,144)	3,177	2,696	(195,703)	(250,144)

Kiosk	All Reporting Kiosk Stores (621)	Top 1/4 of Reporting Kiosk Stores (156)	Second 1/4 of Reporting Kiosk Stores (155)	Third 1/4 of Reporting Kiosk Stores (155)	Bottom 1/4 of Reporting Kiosk Stores (155)
Stores/% exceeded avg.	318 / 51%	82 / 53%	88 / 57%	100 / 65%	90 / 58%

Reporting End Cap Stores

As disclosed in the initial table to this Item 19, there were 62 franchised End Cap Stores in the System as of December 31, 2025. Of these 62 Stores, 52 of them operated for the entire 2025 Measurement Period. 7 End Cap Stores from the 52 Stores were excluded because these Stores did not provide the cost and expense data requested for the 2025 Measurement Period, leaving 45 Reporting End Cap Stores, whose information was used to determine the Statements of Sales, Expenses and Earnings disclosed in the table below. The earliest of the Reporting End Cap Stores in the 2025 Measurement Period opened on December 1, 2001 and the latest on December 21, 2024.

Statement of Sales, Expenses and Earnings – Reporting End Cap Stores

End Cap	All Reporting End Cap Stores (45)	Top 1/4 of Reporting End Cap Stores (12)	Second 1/4 of Reporting End Cap Stores (11)	Third 1/4 of Reporting End Cap Stores (11)	Bottom 1/4 of Reporting End Cap Stores (11)
Gross Sales[1]	1,082,458	1,461,557	1,193,469	969,682	670,662
Discounts[2]	87,803	127,983	92,528	75,681	51,366
Net Sales[4]	994,655	1,333,574	1,100,941	894,001	619,296
Cost of Goods Sold[3]	339,755	447,343	374,360	312,496	215,039
Gross Profit[5]	654,900	886,231	726,581	581,505	404,257
Labor Costs[6]	275,312	325,972	310,737	264,255	195,680
Rental Expense[7]	59,733	52,879	66,417	70,002	50,256
Royalty	59,679	80,014	66,056	53,640	37,158
Marketing and Advertising Contributions	19,893	26,671	22,019	17,880	12,386
Technology Fee	4,200	4,200	4,200	4,200	4,200
Card Processing[8]	28,144	38,000	31,030	25,212	17,437
Overhead[9]	52,500	52,500	52,500	52,500	52,500
Total Expenses	499,461	580,236	552,959	487,689	369,617
EBITDA[10]	155,439	305,995	173,622	93,816	34,640
Net Profit Margin	15.6%	22.9%	15.8%	10.5%	5.6%
Gross Sales:					
Median	1,076,758	1,375,142	1,202,994	963,830	687,756
High	2,261,196	2,261,196	1,264,577	1,073,910	792,760
Low	339,161	1,284,748	1,076,758	814,966	339,161
Stores/% exceeded avg.	23 / 51%	3 / 25%	7 / 64%	5 / 45%	7 / 64%
Gross Profit:					
Median	661,122	828,923	739,188	591,344	421,256
High	1,364,587	1,364,587	772,346	654,939	492,493
Low	194,929	799,740	661,122	494,891	194,929

End Cap	All Reporting End Cap Stores (45)	Top 1/4 of Reporting End Cap Stores (12)	Second 1/4 of Reporting End Cap Stores (11)	Third 1/4 of Reporting End Cap Stores (11)	Bottom 1/4 of Reporting End Cap Stores (11)
Stores/% exceeded avg.	24 / 53%	2 / 17%	6 / 55%	6 / 55%	6 / 55%
Total Expenses					
Median	496,002	549,767	547,706	469,194	375,154
High	767,218	767,218	600,093	582,260	408,050
Low	264,656	492,384	473,186	395,158	264,656
Stores/% exceeded avg.	20 / 44%	3 / 25%	5 / 45%	4 / 36%	6 / 55%
EBITDA					
Median	153,411	291,629	174,412	115,929	44,226
High	597,369	597,369	274,461	181,280	141,317
Low	(69,727)	212,287	98,571	(16,240)	(69,727)
Stores/% exceeded avg.	22 / 49%	5 / 42%	6 / 55%	7 / 64%	6 / 55%

Notes: Except as otherwise noted, the following notes only relate to this Section C.

1. The term "Gross Sales" means Net Sales (as defined in Item 6) plus Discounts.

2. The term "Discounts" includes the face value of coupons, free or reduced drink promotions, gift card promotions, mobile app promotions, refunds, and employee free drinks. In calculating the average Discount Expense, the average total annual or annualized Discount Expenses for the applicable group of Reporting Stores within each quartile was determined and divided by average total annual or annualized Gross Sales for such Stores.

3. The term "Cost of Goods Sold" includes amounts for coffee beans, dairy, food items, syrups, tea, smoothies, cups, lids, paper products, and other direct products associated with serving food and beverage products. In calculating the average Cost of Goods Sold, the average total annual or annualized Cost of Goods Sold for the applicable group of Reporting Stores within each respective quartile was determined and divided by the average total annual or annualized Gross Sales for such Stores.

4. The term "Net Sales" has the meaning defined in Item 6.

5. The term "Gross Profit" means the Net Sales minus the Cost of Goods Sold.

6. The term "Labor Costs" includes wages for in-store employees including the manager and payroll taxes but does not include employee benefits. The costs of overhead employees, such as a regional manager, are not included in the labor calculations above. In calculating the average Labor Costs, the average total annual Labor Costs for the Stores within each respective quartile was determined and divided by average total annual or annualized Gross Sales for such Stores.

7. The term "Rental Expense" includes the total amount of payments to the franchisee's landlord, including base rent, common area maintenance, real estate taxes and insurance. In calculating the average Rental Expense, the average total annual Rental Expenses for the applicable group of Reporting Stores within each respective quartile was determined and divided by average total annual or annualized Gross Sales for such Stores. During 2025, the range of annual rent paid for Kiosk was $5,700 to $168,000 and $12,000 to $180,000 for End Cap Stores.

8. The term "Card Processing" is the estimated cost of processing debit card, credit card and gift card payments on store sales, averaging 2.6% of Gross Sales. This fee is based on the use of the standard POS System from the Designated Supplier. This figure was used in calculating the Card Processing expenses in the above tables.

9. The term "Overhead" is the estimated costs of other expenses including business insurance, licenses, accounting fees, banking fees, store supplies, service contracts, repairs, maintenance, uniforms and other miscellaneous costs. Based on our predecessor's experience, Overhead expense is an average of $49,800 for Kiosk Stores and End Cap Stores. These figures were used in calculating the Estimated Overhead expenses in the above charts. These amounts do not include Technology Fees as those are stated separately. These amounts do not include the Initial Opening Support Fee as these are not new Stores. The Initial Opening Support Fee under the Franchise Agreement is $20,000.

10. The term "EBITDA" is the estimated earnings before deductions for payments and costs of borrowing to finance the Initial Fees in Item 5, Initial Investment in Item 7 and ongoing investments in the Reporting Store and before deductions for depreciation and amortization on the Initial Fees in Item 5, initial Investment in Item 7 and ongoing investments in the Store.

D. SAME-STORE NET SALES GROWTH

This Section D discloses the historic same-store net sales growth for Comparable Kiosk Stores and Comparable End Cap Stores between 2020 and 2025. A "Comparable Period" is each two-year period beginning on January 1, 2020 and ending on December 31, 2025. Total Stores in each Comparable Period are included in the table below. To be included in any Comparable Period, the Store was required to be open for the entire 24-month period in the Comparable Period. The term "same-store net sales growth" refers to the percentage change in Net Sales from one year to the next for all of the Stores in each Comparable Period.

Comparable Kiosk Stores

The table below provides the same-store net sales growth for Comparable Kiosk Stores in each of the Comparable Periods. The growth percentage is calculated by taking the total Net Sales for the most recent year in the applicable Comparable Period, and dividing it by the difference between the total Net Sales for the most recent year in such Comparable Period and the total Net Sales of the Comparable Kiosk Stores for the prior year in the Comparable Period. The earliest of the Comparable Kiosk Stores in the 2024-2025 Comparable Period opened on December 1, 2001, and the latest on December 31, 2024.

Same-Store Net Sales Growth Over Prior Year – Comparable Kiosk Stores

Comparable Period	Comparable Kiosk Stores Same-Store Sales Growth Over Prior Year[1]	Total No. of Comparable Kiosk Stores	Total No. of Kiosk Stores Existing During Period	No. and Percentage of Comparable Kiosk Stores that Attained or Exceeded Avg.
2024-2025	+8.90%	525	768	272 / 51.81%
2023-2024	+5.22%	419	717	208 / 49.64%
2022-2023	+0.74%	272	618	131 / 48.16%
2021-2022	+5.92%	185	421	110 / 59.46%
2020-2021	+23.83%	145	275	75 / 51.72%

Comparable End Cap Stores

The table below provides the same-store net sales growth for Comparable End Cap Stores in each of the Comparable Periods. The growth percentage was calculated the same way it was calculated above for the Comparable Kiosk Stores. The earliest of the Comparable Kiosk Stores in the 2024-2025 Comparable Period opened on December 1, 2001 and the latest on December 21, 2024.

Same-Store Net Sales Growth Over Prior Year – Comparable End Cap Stores

Comparable Period	Comparable End Cap Stores Same-Store Sales Growth Over Prior Year[1]	Total No. of Comparable End Cap Stores	Total No. of End Cap Stores Existing During Period	No. and Percentage of Comparable End Cap Stores that Attained or Exceeded Avg.
2024-2025	+7.08%	43	62	20 / 46.51%
2023-2024	+3.74%	51	55	26 / 50.98%
2022-2023	-1.70%	52	53	27 / 51.92%
2021-2022	+7.29%	53	53	28 / 52.83%
2020-2021	+25.42	51	53	27 / 52.94%

Additional Information

1. Percentages were rounded to the nearest one-hundredth of a percent.

E. AVERAGE GROSS SALES DURING FIRST FULL CALENDAR MONTH IN OPERATION

This Section E discloses for each year in the Measurement Period the average Gross Sales for the first full calendar month of operations of all new Kiosk Stores and new End Cap Stores that opened in a Measurement Period and operated through December 31 of the Measurement Period. Stores that reopened due to damage, which were transferred or which renewed their franchise agreements, were not considered new stores for purposes of this Section E.

New Kiosk Stores

The following table provides the average Gross Sales during the first full calendar month of the operation for all new Kiosk Stores, the number and percentage of new Kiosk Stores that exceeded the average, and the median, high and low numbers in the range. For all Stores that opened in December of their Measurement Period, information was provided for the following month. The earliest of the new Kiosk Store in the 2025 Measurement Period opened on January 10, 2025, and the latest on December 31, 2025.

Average Gross Sales During First Full Calendar Month in Operation – Kiosk Stores

Measurement Period	Total Number of New Kiosk Stores that Opened During the Measurement Period	Average Gross Sales During the First Full Month of Operations	Number and Percentage that Attained or Exceeded the Average	Median Gross Sales During the First Full Month of Operations	Low/High Gross Sales During the First Full Month of Operations
2025	70	$96,625	32 / 46%	$93,425	$33,930 / $155,016
2024	116	$82,233	56 / 48%	$81,057	$25,411 / $153,148
2023	193	$82,752	92 / 48%	$80,758	$28,388 / $145,364
2022	146	$88,240	72 / 49%	$87,760	$34,915 / $170,286

2021	90	$85,680	39 / 43%	$83,110	$35,521 / $162,422

New End Cap Stores

The following table provides the average Gross Sales during the first full calendar month of operation for all new End Cap Stores, the number and percentage of new End Cap Stores that exceeded the average, and the median, high and low numbers in the range. The earliest of the new End Cap Store in the 2025 Measurement Period opened on March 3, 2025 and the latest on October 30, 2025.

Average Gross Sales During First Full Calendar Month in Operation – End Cap Stores

Measurement Period	Total Number of New End Cap Stores that Opened During the Measurement Period	Average Gross Sales During the First Full Month of Operations	Number and Percentage that Attained or Exceeded the Average	Median Gross Sales During the First Full Month of Operations	Low/High Gross Sales During the First Full Month of Operations
2025	6	$73,713	3 / 50%	$71,462	$36,716 / $118,205
2024	2	$93,415	1 / 50%	N/A	$59,161 / $127,672
2023	0	N/A	N/A	N/A	N/A
2022	0	N/A	N/A	N/A	N/A
2021	0	N/A	N/A	N/A	N/A

1. The tables above exclude franchised Kiosk Stores and End Cap Stores that were initially opened as corporate stores and then transferred to a franchisee.

ADDITIONAL NOTES APPLICABLE TO THIS ITEM 19

1. **Some outlets have sold/earned these amounts. Your individual results may differ. There is no assurance you will sell/earn as much.**

2. The financial performance figures do not reflect all of the costs of sales, operating expenses, or other costs or expenses that must be deducted from net revenue or net sales figures to obtain your net income or profit. You should conduct an independent investigation of the costs and expenses you will incur in operating your SCOOTER'S COFFEE® Store. Franchisees or former franchisees, listed in Exhibit D or Exhibit E, may be one source of this information.

3. All of the Stores used in compiling the numbers in this Item 19 offer substantially the same products and services as you are expected to offer.

4. Written substantiation for the financial performance representations included in this Item 19 will be made available to the prospective franchisee upon reasonable request.

5. If a Store was transferred between affiliate and franchisee during any Measurement Period in Sections A through E above, its classification as affiliate-owned or franchisee-owned was based upon the majority of time owned and operated by the affiliate or franchisee during that Measurement Period.

6. Except as noted above, dollar amounts have been rounded to the nearest whole dollar and percentages to the nearest tenth of a percent.

Other than the preceding financial performance representations, Scooter's Coffee Franchisor, LLC does not make any financial performance representations. 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 the franchisor's management by contacting Tim Arpin at 11808 Miracle Hills Drive, Suite #400, Omaha, Nebraska 68154; Telephone: (402) 614-1723, the Federal Trade Commission, and the appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

All of the information in the tables below is as of December 31 of the applicable year. All of the company-owned outlets disclosed in the tables below were owned by our predecessor's affiliate as of the time period referenced. All of the franchised outlets disclosed in the tables below were operated under Franchise Agreements with our predecessor as of the time period referenced.

TABLE NO. 1
SYSTEMWIDE OUTLET SUMMARY
FOR YEARS 2023 TO 2025*

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised Stores	2023	525	729	+204
	2024	729	825	+96
	2025	825	882	+57
Company-Owned	2023	30	21	-9
	2024	21	24	+3
	2025	24	24	0
Total Outlets	**2023**	**555**	**750**	**+195**
	2024	**750**	**849**	**+99**
	2025	**849**	**906**	**+57**

*All numbers in the chart above are as of December 31 of the applicable year. Company-owned stores are those owned by our predecessor's affiliate. Total Franchised Stores includes both Kiosk Stores, End Cap Stores, Non-Traditional and Coffeehouse Stores.

TABLE NO. 2
TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS
(OTHER THAN THE FRANCHISOR)
FOR YEARS 2023 TO 2025*

State	Year	Number of Transfers
Alabama	2023	0
	2024	1
	2025	0
Arizona	2023	0
	2024	1
	2025	0
Florida	2023	4
	2024	1
	2025	0
Georgia	2023	2
	2024	1
	2025	1

State	Year	Number of Transfers
Illinois	2023	0
	2024	2
	2025	3
Indiana	2023	0
	2024	1
	2025	0
Iowa	2023	5
	2024	3
	2025	5
Kansas	2023	0
	2024	**8
	2025	3
Minnesota	2023	1
	2024	0
	2025	0
Missouri	2023	0
	2024	1
	2025	3
Nebraska	2023	2
	2024	***14
	2025	11
Nevada	2023	0
	2024	1
	2025	0
North Carolina	2023	0
	2024	2
	2025	2
Oklahoma	2023	0
	2024	0
	2025	2
South Dakota	2023	3
	2024	0
	2025	3
Texas	2023	1
	2024	0
	2025	4
Wisconsin	2023	1
	2024	0
	2025	1
Wyoming	2023	1
	2024	0
	2025	0
Total	**2023**	**20**
	2024	**36**
	2025	**38**

*All numbers in this table are as of December 31 of the applicable year. This table does not include transfers of Stores from our predecessor's affiliate to other parties. Those Stores are considered sales of company-owned Stores for purposes of Item 20.

**In 2024, 8 stores in Kansas were part of two asset transfers between franchisees with two different Principal Owners.

***In 2024 10 stores in Nebraska were part of a single asset transfer between franchisees with the same Principal Owners.

TABLE NO. 3
STATUS OF FRANCHISED OUTLETS
FOR YEARS 2023 TO 2025*

State	Year	Outlets at Start of Year	Outlets Opened	Term-inations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Alabama	2023	7	7	0	0	0	0	14
	2024	14	8	0	0	0	0	22
	2025	22	4	0	0	0	0	26
Arizona	2023	6	1	0	0	0	0	7
	2024	7	8	0	0	0	1	14
	2025	14	3	0	0	0	1	16
Arkansas	2023	4	10	0	0	0	0	14
	2024	14	3	0	0	0	3	14
	2025	14	2	0	0	0	2	14
California	2023	1	0	1	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	0	0	0	0	0	0
Colorado	2023	8	1	0	0	2	0	7
	2024	7	4	0	0	0	3	8
	2025	8	1	0	0	0	0	9
Florida	2023	10	8	0	0	0	0	18
	2024	18	8	0	0	0	0	26
	2025	26	7	0	0	0	0	33
Georgia	2023	4	2	0	0	0	0	6
	2024	6	3	0	0	0	0	9
	2025	9	4	0	0	0	0	13
Idaho	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
	2025	0	1	0	0	0	0	1
Illinois	2023	24	13	0	0	0	0	37
	2024	37	11	0	0	0	0	48
	2025	48	13	0	0	0	1	60
Indiana	2023	2	12	0	0	0	0	14
	2024	14	2	0	0	0	0	16
	2025	16	6	0	0	0	0	22

State	Year	Outlets at Start of Year	Outlets Opened	Term-inations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Iowa	2023	79	11	0	0	0	0	90
	2024	90	3	0	0	0	0	93
	2025	93	1	0	0	0	0	94
Kansas	2023	66	10	0	0	0	0	76
	2024	76	1	0	0	0	1	76
	2025	76	1	0	0	0	0	77
Kentucky	2023	5	8	0	0	0	0	13
	2024	13	4	0	0	0	0	17
	2025	17	1	0	0	0	0	18
Louisiana	2023	0	1	0	0	0	0	1
	2024	1	4	0	0	0	0	5
	2025	5	1	0	0	0	1	5
Michigan	2023	2	7	0	0	0	0	9
	2024	9	1	0	0	3	0	7
	2025	7	2	0	0	0	0	9
Minnesota	2023	16	10	0	0	0	0	26
	2024	26	4	0	0	0	0	30
	2025	30	2	0	0	0	0	32
Mississippi	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	3	0	0	0	0	4
Missouri	2023	58	15	0	0	0	1	72
	2024	72	5	0	0	0	1	76
	2025	76	5	0	0	0	0	81
Montana	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
	2025	1	1	0	0	0	0	2
Nebraska	2023	105	6	0	0	0	0	111
	2024	111	3	0	0	0	3	111
	2025	111	4	0	0	0	1	114
Nevada	2023	2	0	0	0	0	0	2
	2024	2	2	0	0	0	0	4
	2025	4	0	2	0	0	0	2
New Mexico	2023	1	3	0	0	0	0	4
	2024	4	0	0	0	0	1	3
	2025	3	0	0	0	0	1	2

State	Year	Outlets at Start of Year	Outlets Opened	Term-inations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
North Carolina	2023	4	4	0	0	0	0	8
	2024	8	3	0	0	0	0	11
	2025	11	3	0	0	0	0	14
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	0	5	0	0	0	0	5
	2024	5	3	0	0	0	1	7
	2025	7	2	0	0	0	0	9
Oklahoma	2023	33	12	0	0	0	0	45
	2024	45	4	0	0	0	0	49
	2025	49	0	0	0	1	0	48
South Carolina	2023	0	9	0	0	0	0	9
	2024	9	4	0	0	0	0	13
	2025	13	4	0	0	0	6	11
South Dakota	2023	22	2	0	0	0	0	24
	2024	24	1	0	0	0	0	25
	2025	25	0	0	0	0	0	25
Tennessee	2023	11	6	0	0	0	0	17
	2024	17	8	0	0	0	1	24**
	2025	24	5	0	0	0	0	29
Texas	2023	38	31	0	0	0	1	68
	2024	68	14	0	0	2	4	76
	2025	76	6	0	1	0	11	70
Utah	2023	3	4	0	0	0	0	7
	2024	7	0	0	0	0	0	7
	2025	7	1	0	0	0	0	8
Wisconsin	2023	11	8	0	0	0	0	19
	2024	19	5	0	0	0	1	23
	2025	23	1	0	0	0	0	24
Wyoming	2023	1	2	0	0	0	0	3
	2024	3	2	0	0	0	0	5
	2025	5	1	0	0	0	0	6
Total	**2023**	**525**	**209**	**1**	**0**	**2**	**2**	**729**
	2024	**729**	**121**	**0**	**0**	**5**	**20**	**825**
	2025	**825**	**85**	**2**	**1**	**1**	**24**	**882**

*All numbers in the chart above are as of December 31 of the applicable year.

**In 2024 one store in Tennessee opened and closed by same franchisee.

TABLE NO. 4
STATUS OF COMPANY-OWNED OUTLETS
FOR YEARS 2023 TO 2025*

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired from Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of the Year
California	2023	2	0	0	2	0	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Colorado	2023	3	0	2	0	0	5
	2024	5	0	0	1	2	2
	2025	2	0	0	0	0	2
Illinois	2023	1	0	0	0	1	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Indiana	2023	4	1	0	0	4	1
	2024	1	0	0	0	0	1
	2025	1	0	0	0	0	1
Michigan	2023	2	1	0	0	2	1
	2024	1	0	3	0	0	4
	2025	4	0	0	0	0	4
Nebraska	2023	13	0	0	0	2	11
	2024	11	1	0	0	0	12
	2025	12	0	0	0	0	12
Oklahoma	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0
	2025	0	0	1	0	0	1
Texas	2023	4	1	0	0	2	3
	2024	3	0	2	0	0	5
	2025	5	0	0	0	1	4
Wisconsin	2023	1	0	0	0	1	0
	2024	0	0	0	0	0	0
	2025	0	0	0	0	0	0
Total	**2023**	**30**	**3**	**2**	**2**	**12**	**21**
	2024	**21**	**1**	**5**	**1**	**2**	**24**
	2025	**24**	**0**	**1**	**0**	**1**	**24**

*All numbers in the chart above are as of December 31 of the applicable year. These Stores are all owned by our predecessor's affiliate.

TABLE NO. 5
PROJECTED OPENINGS AS OF DECEMBER 31, 2025

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlet In The Next Fiscal Year	Projected New Company-Owned Outlet In the Next Fiscal Year
Alabama	7	3	0
Arizona	7	4	0
Arkansas	2	1	0
Colorado	6	1	0
Florida	22	6	0
Georgia	11	3	0
Idaho	1	1	0
Indiana	12	7	1
Illinois	26	12	0
Iowa	4	0	0
Kansas	3	1	0
Kentucky	2	0	0
Louisiana	3	2	0
Michigan	11	3	0
Minnesota	15	3	0
Mississippi	7	4	0
Missouri	11	5	0
Montana	1	0	0
Nebraska	4	1	0
Nevada	3	0	0
New Mexico	2	0	0
North Carolina	8	2	0
North Dakota	2	0	0
Ohio	6	5	0
Oklahoma	2	0	0
Pennsylvania	8	0	0
South Carolina	5	3	0
South Dakota	4	1	0
Tennessee	8	6	0
Texas	20	3	0
Utah	3	0	0
Virginia	8	0	0
Wisconsin	8	2	0
Total	**242**	**79**	**1**

Current Franchisee Contact Information

Attached to this disclosure document as Exhibit D is a list disclosing the names, addresses and telephone numbers of all SCOOTERS COFFEE franchisee-owned Stores, as of December 31, 2025. We have also included on this list the contact information for SCOOTER'S COFFEE Company-owned Stores.

Former Franchisee Contact Information

The name, city, state and telephone number of the franchisees who ceased to do business under the franchise agreement or who had an outlet terminated, canceled, not renewed, or transferred during the 12-month

period ended December 31, 2025, or who have not communicated with us or our predecessor within 10 weeks of the issuance date of this Disclosure Document are listed in Exhibit E. There are 94 franchisees in Exhibit E representing 148 franchises.

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

Some franchisees have signed confidentiality clauses during the last three years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with us or our predecessor. You may wish to speak with current and former franchisees, but be aware that not all of those franchisees will be able to communicate with you.

We are not aware of any trademark-specific franchisee organizations associated with the franchise system which we have created, sponsored or endorsed or any independent franchisee organizations that have asked to be included in this Disclosure Document.

ITEM 21. FINANCIAL STATEMENTS

Attached at Exhibit F is the audited balance sheet of our affiliate Scooter's Coffee SPV Guarantor, LLC ("SPV Guarantor"), as of June 16, 2026. SPV Guarantor was organized on April 24, 2026 and had no significant operations prior to the date of the balance sheet. SPV Guarantor's fiscal year end is December 31. SPV Guarantor guarantees our performance under the Franchise Agreement and other related documents. A copy of the guaranty of SPV Guarantor is attached at Exhibit F.

As reflected in Item 1, Scooter's Coffee, LLC, our predecessor, will be providing required support and services to franchisees under a management agreement with us. Attached at Exhibit F are the audited financial statements of Scooter's Coffee, LLC for the fiscal years ended December 31, 2025, December 31, 2024 and December 31, 2023 and the consolidated interim financial statements (unaudited) as of June 30, 2026. These financial statements are being provided for disclosure purposes only. Scooter's Coffee, LLC is not a party to the Franchise Agreement, MSD Agreement or any other agreement we sign with franchisees nor does it guarantee our obligations under the Franchise Agreements or MSD Agreements.

ITEM 22. CONTRACTS

The following agreements are attached as exhibits to this Disclosure Document:

Exhibit B	Franchise Agreement
Exhibit C	Multiple Store Development Agreement
Exhibit G	State Addenda
Exhibit H	Sample Release
Exhibit I	Acknowledgement Addendum

ITEM 23. RECEIPTS

The last two pages of the Disclosure Document are two copies of a receipt acknowledging that you have received the Disclosure Document. Please fill out and sign both copies, return one to us, and keep one for your records.

EXHIBIT A
(TO FRANCHISE DISCLOSURE DOCUMENT)

List of State Agencies/Agents for Service of Process

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
CALIFORNIA	Department of Financial Protection and Innovation 651 Bannon Street, Suite 300 Sacramento, CA 95811 1-866-275-2677 (toll free) Ask.DFPI@dfpi.ca.gov (email)	Commissioner of Financial Protection and Innovation California Dept. of Financial Protection and Innovation 651 Bannon Street, Suite 300 Sacramento, CA 95811 1-866-275-2677 (toll free)
HAWAII	Hawaii Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division King Kalakaua Building 335 Merchant Street, Rm. 205 Honolulu, HI 96813 808-586-2744	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division King Kalakaua Building 335 Merchant Street, Rm. 205 Honolulu, HI 96813
ILLINOIS	Office of the Attorney General Franchise Division 500 South Second Street Springfield, IL 62701 217-782-4465	Illinois Attorney General 500 South Second Street Springfield, IL 62701
INDIANA	Indiana Secretary of State Securities Division 302 West Washington Street, Room E-111 Indianapolis, IN 46204 317-232-6681	Indiana Secretary of State 200 West Washington Street Indianapolis, IN 46204
MARYLAND	Office of the Attorney General Maryland Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 410-576-6360	Maryland Securities Commissioner 200 St. Paul Place Baltimore, Maryland 21202-2020
MICHIGAN	Michigan Department of Attorney General Corporate Oversight Division Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 5th Floor Lansing, MI 48913 517-373-7117	Michigan Department of Attorney General Corporate Oversight Division Franchise Section 525 W. Ottawa Street G. Mennen Williams Building, 5th Floor Lansing, MI 48913
MINNESOTA	Minnesota Department of Commerce Registration and Licensing Division 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 651-539-1600	Minnesota Commissioner of Commerce Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198
NEW YORK	NYS Department of Law Investor Protection Bureau 28 Liberty Street, 21st Floor New York, NY 10005 212-416-8222	New York Secretary of State One Commerce Plaza 99 Washington Avenue, 6th Floor Albany, NY 12231-0001 518-473-2492

STATE	STATE ADMINISTRATOR	AGENT FOR SERVICE OF PROCESS
NORTH DAKOTA	North Dakota Insurance & Securities Department 600 East Boulevard Avenue, Dept. 401 Bismarck, ND 58505 701-328-2910	Insurance Commissioner 600 East Boulevard Avenue Dept., 401 Bismarck, ND 58505
RHODE ISLAND	Rhode Island Department of Business Registration Securities Division 1511 Pontiac Avenue – Building 68-2 Cranston, RI 02920 401-222-3048	Rhode Island Department of Business Regulation Securities Division 1511 Pontiac Avenue, Building 68-2 Cranston, RI 02920
SOUTH DAKOTA	Department of Labor and Regulation Division of Insurance Securities Regulation 124 S. Euclid Ave., Suite 104 Pierre, SD 57501 605-773-3563	Director of South Dakota Division of Insurance Securities Regulation 124 S. Euclid Ave., Suite 104 Pierre, South Dakota 57501
VIRGINIA	State Corporation Commission Division of Securities and Retail Franchising 1300 E. Main Street, 9th Floor Richmond, VA 23219 804-371-9051	Clerk of the State Corporation Commission 1300 E. Main Street, 1st Floor Richmond, VA 23219
WASHINGTON	Department of Financial Institutions Securities Division P.O. Box 41200 Olympia, WA 98504-1200 360-902-8760	Director, Department of Financial Institutions Securities Division 150 Israel Road SW Tumwater, WA 98501
WISCONSIN	Department of Financial Institutions Division of Securities 4822 Madison Yards Way, North Tower Madison, WI 53705 608-261-9555	Administrator Division of Securities Department of Financial Institutions 4822 Madison Yards Way, North Tower Madison, WI 53705

EXHIBIT B
(TO FRANCHISE DISCLOSURE DOCUMENT)

Franchise Agreement

SCOOTER'S COFFEE FRANCHISOR, LLC

FRANCHISE AGREEMENT

Franchisee:

_____

Date: _____

Franchised Location:

_____

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SCOOTER'S COFFEE FRANCHISOR, LLC FRANCHISE AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made this _____ day of _____, 20_____ (the "**Effective Date**"), by and between Scooter's Coffee Franchisor, LLC, a Delaware limited liability company, located at 11808 Miracle Hills Drive, Suite #400, Omaha, Nebraska 68154 ("**Franchisor**") and _____, with a business address at _____ ("**Franchisee**"), who, on the basis of the following understandings and in consideration of the following promises, agree as follows:

1. PURPOSE

1.1. The Franchisor and its predecessors have developed methods for establishing, operating and promoting quick service coffee stores serving espresso drinks, smoothies, baked goods, and other related products and services and which provide drive through service unless otherwise approved by Franchisor ("**SCOOTER'S COFFEE Stores**" or "**Stores**") under certain valuable trade names, service marks and trademarks, including the service mark "SCOOTER'S COFFEE" (the "**Marks**"), and the Franchisor's proprietary system for doing business (the "**System**"). Stores are designated as one of three Building Types ("**Building Types**"): Kiosk, End Cap, or Other.

1.2. The Franchisor grants the right to others to establish and operate SCOOTER'S COFFEE Stores, under the Marks and pursuant to the System.

1.3. The Franchisee desires to establish a SCOOTER'S COFFEE Store at a location identified herein, and the Franchisor desires to grant the Franchisee the right to operate a SCOOTER'S COFFEE Store under the terms and conditions contained in this Agreement.

2. GRANT OF FRANCHISE

2.1 **Grant of Franchise**. The Franchisor grants to the Franchisee, and the Franchisee accepts from the Franchisor, the right to use the Marks and System in connection with the establishment and operation of a SCOOTER'S COFFEE Store with the Building Type identified in Exhibit 1 to this Agreement, at the location described in Article 3 of this Agreement. The Franchisee agrees to use the Marks and System, as they may be changed, improved, and further developed by the Franchisor from time to time, only in accordance with the terms and conditions of this Agreement. If the Franchisee enters into this Agreement as an individual, the Franchisee (as an individual) must assign this Agreement to a corporation or a limited liability company (as described under Section 16.1) within 90 days of the Effective Date or before the Franchisee enters into a lease agreement or purchase agreement for the Franchised Location, whichever occurs first.

2.2 **Scope of Franchise Operations**. The Franchisee agrees at all times to faithfully, honestly and diligently perform its obligations hereunder, and to use best efforts to promote its SCOOTER'S COFFEE Store. The Franchisee agrees to utilize the Marks and System to operate all aspects of the business franchised hereunder in accordance with the required standards and specifications developed and prescribed from time to time by the Franchisor, all of which are a part of the System. The Franchisee's SCOOTER'S COFFEE Store shall offer all, and only the products and services the Franchisor shall designate which may include drive-through services offered in conjunction with a distinctive theme and decor and a uniform menu offering espresso drinks, smoothies, baked goods, and other related products and services. The Franchisee shall implement any additions and changes to the products and services offered by its Store as required by the Franchisor. The Franchisee shall be restricted from offering or selling any products or services not previously approved by the Franchisor in writing and shall further be restricted from producing or distributing the authorized products and services for non-retail or off-site sale except as specifically

permitted under the terms of this Agreement. The Franchisee shall be further restricted from offering for sale any products or services through any channels of distribution (other than directly to customers at the Store), including grocery and convenience stores and other retail outlets, catalogs or mailings, the Internet (or any other existing or future form of electronic commerce), and other types of resale, wholesale, or distribution arrangements, without Franchisor's prior written consent.

3. FRANCHISED LOCATION AND TERRITORIAL RIGHTS

3.1 Franchised Location. The Franchisee is granted the right to own and operate one SCOOTER'S COFFEE Store at the address and location stated in the Addendum attached as Exhibit 1 ("**Franchised Location**"). If, at the time of execution of this Agreement, the Franchised Location cannot be designated as a specific address because a location has not been selected by the Franchisee and approved by the Franchisor, then the Franchisee, within 90 days of the date of this Agreement, must select and acquire a location for its SCOOTER'S COFFEE Store within the nonexclusive "Non-Exclusive Search Area," stated in Exhibit 1. In such circumstances, the Franchisee shall select and propose to the Franchisor for consent a specific site for the Franchised Location in the Non-Exclusive Search Area which, when approved by the Franchisor, shall then be named in the Rider to Exhibit 1 attached as Exhibit 1-A. If a location has not been selected by Franchisee and approved by Franchisor within 90 days of the date of this Agreement, then Franchisor may terminate this Agreement. If the Franchisee elects to move or relocate the Franchised Location at any time during the term of this Agreement, the Franchisee shall submit information about the proposed site to the Franchisor for consent, which consent may be granted or withheld by the Franchisor in its sole discretion, and Franchisee shall simultaneously pay the Franchisor a $500 "**Relocation Fee**." The Franchisor may charge the Franchisee up to an additional $500, payable no later than the date the Store re-opens at the new location, if the Franchisor incurs costs in excess of $500 in connection with the relocation. During the term of this Agreement, the Franchised Location shall be used exclusively to operate a SCOOTER'S COFFEE Store.

3.2 Limitation on Franchise Rights. The rights granted to the Franchisee are for the specific Franchised Location only, and may not be used at any other location, except with the prior written approval of the Franchisor. The Franchisee shall not operate another Store or offer services or goods using the Marks or the System at any site other than the Franchised Location without the Franchisor's prior written approval, which approval can be withheld for any reason.

3.3 Franchisor's Reservation of Rights. The Franchisee acknowledges that the franchise rights granted hereunder are non-exclusive and that the Franchisor, for itself and its affiliates and successors, retains all rights not expressly granted to Franchisee in this Agreement, including, among others: (1) the right to operate and grant others the right to open and operate a SCOOTER'S COFFEE Store at any location; (2) promote, sell and distribute products and services authorized for sale at SCOOTER'S COFFEE Stores under trademarks and service marks other than the Marks through other channels of distribution; (3) promote, sell and distribute products and services authorized for sale at SCOOTER'S COFFEE Stores under the Marks through other channels of distribution, including by electronic means such as the Internet, by mail order, catalog, retail store display, through the wholesale sale of products to unrelated retail outlets or to distributors, or to grocery stores, convenience stores, or other locations; and (4) promote the System and SCOOTER'S COFFEE Stores generally, including on the Internet (or any other existing or future form of one or more electronic commerce), and to create, operate, maintain and modify or discontinue the use of websites using the Marks.

3.4 Search Area Modification Fee. Franchisee may request, for Franchisor's approval, up to two modifications to the Non-Exclusive Search Area at no cost to Franchisee. Each request for a modification must be in writing and meet Franchisor's then-current standards and specifications. Franchisee will pay Franchisor $3,000 for each additional request.

4. INITIAL FRANCHISE FEE

4.1 **Initial Franchise Fee**. In consideration for the right to develop and operate one SCOOTER'S COFFEE Store, the Franchisee agrees to pay to the Franchisor, concurrently with the execution of this Agreement, an initial franchise fee ("**Initial Franchise Fee**") in the amount stated in Exhibit 1. The Initial Franchise Fee is paid by an Automated Clearing House network transfer/direct debt ("**ACH**") and earned upon receipt, and is not refundable.

4.2 **Initial Opening Support Fee**. The Franchisee agrees to pay to Franchisor, concurrently with the execution of the Agreement, an "**Initial Opening Support Fee**" equal to $20,000. The Initial Opening Support Fee is paid by ACH and earned upon receipt, and is not refundable. The Franchisor will use the Initial Opening Support Fee primarily to directly pay or reimburse the Franchisee for qualified expenses related to the Franchisee's grand opening promotional advertising campaign, and in its sole discretion may also use the Initial Opening Support Fee to help offset the costs and expenses related to providing on site opening assistance at the SCOOTER'S COFFEE Store. The Initial Opening Support Fee must be used within twelve months following the Store opening. The Franchisor will retain any portion of the Initial Opening Support Fee not used within twelve months following the Store opening.

5. DEVELOPMENT OF FRANCHISED LOCATION

5.1 **Consent to Franchised Location**. As further described in Section 3.1 above, if Franchisee has not selected, and received Franchisor's written consent, to a specific address for the Franchised Location at the time of execution of this Agreement, Franchisee will be solely responsible for selecting and acquiring a location for its SCOOTER'S COFFEE Store within the Non-Exclusive Search Area. Franchisor will identify the Non-Exclusive Search Area and may provide assistance in connection with the site selection process, but Franchisee remains solely responsible for selecting the Franchised Location for the Store. Franchisor will recommend an approved broker who is familiar with the System and specializes in the geographic area to assist Franchisee with site selection in the Non-Exclusive Search Area. Before entering into a letter of intent (LOI) or lease or purchasing property, the Franchisee must obtain the Franchisor's written consent to any site proposed as a Franchised Location by submitting a complete site-submittal package, including demographics, information regarding drive-through access, and other materials requested by the Franchisor, containing all information reasonably required by the Franchisor to assess a proposed Franchised Location. The Franchisor will not unreasonably withhold its consent of a proposed site that meets all of the Franchisor's site-selection criteria. The Franchisee acknowledges and agrees that the Franchisee is solely responsible for identifying a site for the Franchised Location which satisfies the Franchisor's requirements and that the Franchisor's consent to a site and any information provided by the Franchisor regarding the site does not constitute a representation or warranty of any kind, express or implied, as to the suitability or profitability of the site for a SCOOTER'S COFFEE Store. If Franchisee fails to locate a Franchised Location (that Franchisor has approved) within 90 days of the Effective Date, then Franchisor may immediately terminate this Agreement and retain all amounts paid to it or its affiliate by Franchisee.

5.2 **Consent to Lease or Site Acquisition**. The Franchisee shall provide the Franchisor with a copy of, and obtain the Franchisor's prior written consent before executing, any LOI, lease or purchase agreement for the Franchised Location. The Franchisee shall also provide the Franchisor with a copy of the fully executed LOI or purchase agreement for the Franchised Location within 14 days of execution. The Franchisee shall execute a lease and Lease Addendum as discussed below, each of which Franchisor has consented to, no later than 180 days from the Effective Date. Any lease for the Franchised Location shall contain: (1) provisions establishing an initial term, or an initial term together with any renewal terms (for which rent must be specified in the lease) of at least 10 years; (2) provisions expressing the landlord's consent to the Franchisee's use of the Marks and all required signage for the Store; and (3) such other

provisions which the Franchisor may identify in the Operations Manual or otherwise in writing. Franchisee and the landlord of the Franchised Location must sign the "**Lease Addendum**" attached hereto as Exhibit 5 contemporaneous with the execution of the lease or other agreement securing Franchisee's right to operate from the Franchised Location. Franchisee shall provide to Franchisor a fully executed copy of the lease and Lease Addendum required by the terms of this Agreement within 30 days after the Lease and Lease Addendum have been fully executed by all parties to such documents. If Franchisee (or Franchisee's affiliate) desires to own the premises of the Franchised Location, Franchisee may do so only through a separate business entity (either a limited liability company, corporation or limited partnership) and will be required to enter into a lease agreement, as the tenant of the Franchised Location, with Franchisee's affiliate (as the landowner), and the lease must reflect current market rates and other terms and conditions acceptable to Franchisor. If the Franchised Location is purchased or owned by an affiliate of the Franchisee, Franchisor: (i) will require such affiliate and its owners to sign a Guaranty and Assumption of the Franchisee's Obligations attached hereto as Exhibit 3; and (ii) may, at any time and in its sole discretion, require Franchisee to promptly obtain from its affiliate and deliver to Franchisor a signed notice of interest in real property in the form Franchisor requires for filing with the appropriate governmental unit. Franchisee acknowledges that Franchisor's consent to a lease or purchase agreement for the Franchised Location does not constitute a recommendation, endorsement or guarantee by the Franchisor of the suitability or profitability of the location, the lease or purchase agreement. The Franchisee should take all steps necessary to ascertain whether the lease or purchase agreement is acceptable to the Franchisee. The Franchisor's review and consent to the lease or purchase agreement shall be for the Franchisor's benefit only and the Franchisee should not rely on such review and consent for any purpose. If Franchisee fails to meet any of the deadlines set forth in this Section 5.2 Franchisor may immediately terminate this Agreement and retain all amounts paid to it or its affiliate by Franchisee.

5.3 Construction, Conversion and Design. The Franchisee acknowledges that the improvements, layout, fixtures, equipment, design, decoration and color scheme of SCOOTER'S COFFEE Stores are an integral part of the Franchisor's proprietary System and accordingly, the Franchisee shall construct, convert, improve, design and decorate the Franchised Location, in accordance with the Franchisor's plans and specifications and with the assistance of contractors, architects and suppliers designated by or otherwise approved by the Franchisor. In addition, as further stated in Section 13.6, Franchisor reserves the right to designate one or more approved suppliers for materials (including modules and prefabricated kiosks) used in the construction of all or part of the SCOOTER'S COFFEE Store. The Franchisee shall obtain the Franchisor's written consent to any conversion, improvements, design or decoration of the premises before construction, remodeling or decorating begins, recognizing that all such costs are the Franchisee's sole responsibility. It shall be the Franchisee's responsibility to have prepared all required site plans, blueprints and construction plans and specifications to suit the shape and dimensions of the Franchised Location, including drive-through access, and to ensure compliance with any lease and applicable laws, including the Americans with Disabilities Act. At Franchisor's request, the Franchisee must provide Franchisor with a summary of development costs incurred to construct and open the SCOOTER'S COFFEE Store in a format acceptable to Franchisor, including construction plans, bids, specifications, and any other documentation or forms Franchisor requires.

5.4 Signs. The Franchisee shall purchase or otherwise obtain for use at the Franchised Location and in connection with the SCOOTER'S COFFEE Store the maximum number and size of signs allowed by applicable building codes, which signs must comply with the Franchisor's required standards and specifications as stated in the Operations Manual, as that term is defined in Section 8.1. It is the Franchisee's sole responsibility to ensure that all signs comply with applicable local ordinances, building codes and zoning regulations. Any modifications to the Franchisor's required standards and specifications for signs which must be made due to local ordinances, codes or regulations shall be submitted to the Franchisor for prior written approval. The Franchisee acknowledges that the Marks, or any other name, symbol or

identifying marks on any signs shall only be used in accordance with the Franchisor's standards and specifications and only with the prior written approval of the Franchisor.

5.5 Equipment and Inventory. The Franchisee shall purchase or otherwise obtain for use or sale at the Franchised Location and in connection with the SCOOTER'S COFFEE Store, all equipment and inventory of a type and in an amount that complies with the Franchisor's required standards and specifications. The Franchisee acknowledges that the type, quality, configuration, capability and/or performance of the equipment, inventory and other products and services used or offered through the SCOOTER'S COFFEE Store are all required standards and specifications which are a part of the System and therefore such equipment, inventory, products and other items must be purchased, leased or otherwise obtained in accordance with the Franchisor's standards and specifications and only from the Franchisor, its affiliates or suppliers or other sources designated or approved by the Franchisor.

5.6 Point-of-Sale System and Computers. The Franchisee shall equip the Store with a point-of-sale system, computer hardware, software and other designated equipment (collectively, the "**POS System**") that satisfy the Franchisor's required standards and specifications. The Franchisor reserves the right to require the Franchisee to purchase and utilize POS System hardware and software obtained from the Franchisor, or a supplier designated by the Franchisor. The POS System must be installed by a certified, reputable technician approved by Franchisor. The POS System includes a combination of software programs for use by franchisees in the System (the "**Proprietary Software**"). Franchisee must use the Proprietary Software from Franchisor or its designated third-party supplier. The Proprietary Software will remain the confidential property of Franchisor or its third-party supplier. Franchisee and Franchisor will enter into Franchisor's standard form computer software access agreement attached hereto as Exhibit 6 (the "**Software Access Agreement**") in connection with Franchisee's use of the Proprietary Software. Franchisee will pay Franchisor the then-current monthly "**Technology Fee"** related to Franchisee's use of the Proprietary Software and for support Franchisor or its designee provides to Franchisee respecting the POS System (the Proprietary Software). Franchisor reserves the right to assign its rights, title and interest in the Proprietary Software to a third party designated by Franchisor or to replace the Proprietary Software. In such event, Franchisee may be required to enter into a separate computer software license agreement specified by Franchisor or the third-party supplier of the Proprietary Software. The Franchisee shall be responsible for all maintenance costs associated with the POS System. If required to do so by the Franchisor, the Franchisee, at the Franchisee's sole cost, shall subscribe to an electronic network connection service to facilitate communication between the Franchisor and the Franchisee and/or among SCOOTER'S COFFEE franchisees. The Franchisee shall install and maintain a high-speed Internet connection at the Store to allow the Franchisor access to data and other information concerning the Store. The Franchisor reserves the right to require the Franchisee, upon 30 days' notice, to purchase, install and implement such computer software and hardware as Franchisor may designate, including updates and revisions to the POS System, a new POS System, or new financial-reporting software. Franchisee must use an approved supplier to maintain a secure technology infrastructure that meets Franchisor's then-current requirements. All technology used to support the POS System must comply with the then-current regulations of the Payment Card Industry Data Security Standards (PCI-DSS) council or its successor and other regulations and industry standards applicable to the protection of customer privacy and credit card information, including the Fair and Accurate Credit Transaction Act (FACTA). The Franchisor shall have independent access to the POS System and the Proprietary Software and all information contained therein, and Franchisee shall not take or fail to take any action that would impede Franchisor's ability to obtain and review such information.

5.7 IT Equipment Assessment Fee. The Franchisee shall pay Franchisor's then current IT Equipment Assessment Fee at the time of any Store transfer, renewal, relocation, or when technology upgrades are required. This fee covers the Franchisor's assessment of the Franchisee's technology equipment for compliance with the Franchisor's standards. As of the Effective Date this Fee is $1,000.

5.8 Inventory Management Program. The Franchisor may establish an inventory management program and require the Franchisee to pay a fee of up to 0.25% of Net Sales. If required, payment shall be made by electronic funds transfer every Tuesday for the preceding Reporting Period.

5.9 Permits and Licenses. The Franchisee agrees to obtain all such permits and licenses as may be required for the lawful construction and operation of the SCOOTER'S COFFEE Store, together with all certifications from government authorities having jurisdiction over the site, that all requirements for construction and operation have been met, including zoning, access, sign, health, menu labeling, fire and safety requirements, building and other required construction permits, licenses to do business and fictitious name registrations, sales tax permits, health and sanitation permits and ratings and fire clearances. The Franchisee agrees to obtain all customary contractors' sworn statements and partial and final lien waivers for construction, remodeling, decorating and installation of equipment at the Franchised Location. The Franchisee shall keep copies of all health department, fire department, building department and other similar state and local agency and entity certifications, licenses, and reports of inspections on file and available for review by the Franchisor. Copies of all subsequent inspection reports, warnings, certificates and ratings issued by any governmental entity during the term of this Agreement in connection with the conduct of the SCOOTER'S COFFEE Store which indicates the Franchisee's failure to meet or maintain the highest governmental standards, or less than full compliance by the Franchisee with any applicable law, rule or regulation, shall be forwarded to the Franchisor within five days of the Franchisee's receipt thereof.

5.10 Commencement of Operations. Unless Franchisor otherwise agrees to in writing, the Franchisee must commence operation of the SCOOTER'S COFFEE Store within eighteen (18) months from the Effective Date. The Franchisee must obtain the Franchisor's approval prior to opening the Store for business.

5.11 Building Types. The Franchisee's Store shall be designated as one of the following three Building Types: Kiosk, End Cap, or Other. Such Building Type shall be set forth on Exhibit 1 to this Agreement.

A. A Kiosk Building Type ("**Kiosk**") is a free-standing building with a drive-through and without fixed seating or interior public access.

B. An End Cap Building Type ("**End Cap**") is a space located at the end of a new or existing multi-unit structure. An End Cap has a drive-through, does not include fixed seating or interior public access, and may include a walk-in entrance for "quick serve and order pick up only."

C. An Other Building Type ("**Other**") includes any other Store approved by the Franchisor.

6. TRAINING AND MEETINGS

6.1 Immersion Training. At least one Principal Owner of the Franchisee is required to attend the initial immersion training program ("**Immersion Training**") which the Franchisor, at its option, will offer at a designated training facility or other location that the Franchisor designates, or online. Immersion Training is approximately three days long. No tuition or fee is charged for Immersion Training. If the Franchisee or Principal Owner does not complete Immersion Training to the satisfaction of the Franchisor within 150 days of the date of this Agreement, the Franchisor may terminate this Agreement and retain all amounts paid to the Franchisor. If it becomes necessary to provide Immersion Training to any replacement or additional trainees during the term of this Agreement, the Franchisee must pay the Franchisor its then-current additional per person training fee prior to attending Immersion Training.

6.2 **NSO Training Program**. At least one Principal Owner of the Franchisee, together with the person designated by the Franchisee to assume primary responsibility for the management of the SCOOTER'S COFFEE Store (the "**Designated Manager**"), and any additional individuals Franchisor may require, must attend the initial New Store Opening Training program ("**NSO Training**"). If this is Franchisee's second or subsequent Store, the Franchisor may allow someone other than the Franchisee or a Principal Owner, as applicable, to attend NSO Training. Up to four individuals are eligible to participate in the Franchisor's NSO Training program without charge of a tuition or fee.

If the Franchisee, its Principal Owner or its Managing Director does not commence NSO Training within 60 days of Franchisee's scheduled Store opening date or does not complete NSO Training within 20 days of such scheduled opening date, the Franchisor may terminate this Agreement and retain all amounts paid to the Franchisor. Franchisee shall pay to Franchisor a $500 fee per person if Franchisee or its Principal Owner register but fail to attend the NSO Training or fail to cancel the NSO Training at least 14 days before such training or are not prepared to successfully complete it. If Franchisee's Designated Manager registers but fails to attend the Designated Manager portion of NSO Training, Franchisee shall pay Franchisor a cancellation fee of $150. In any of these events the Franchisee must also reimburse the Franchisor for any travel and living expenses incurred by the Franchisor's representatives.

If it becomes necessary to provide the NSO Training program to any replacement or additional Designated Managers or Principal Owners during the term of this Agreement, or if Franchisee sends more than four individuals to the NSO Training program, the Franchisee must pay the Franchisor its then-current additional per person training fee prior to attending the NSO Training program. Franchisee shall also notify Franchisor within 10 days whenever it experiences a change in the Designated Manager. Any new or replacement Designated Manager must register for one of Franchisor's in-person or virtual, cohort-style Designated Manager Training program within 15 days after assuming the role of Designated Manager. Completion by such individual of the Designated Manager Training program, to the Franchisor's satisfaction, must occur within 75 days of assuming the role. Franchisee must pay Franchisor's then-current additional training fee and bear all related costs of training additional Designated Managers. In all cases, Franchisee shall be solely responsible for any salaries, compensation, benefits and living and travel expenses of employees attending training.

6.3 **Additional Training Programs**. From time to time, the Franchisor may present or hold seminars, conventions or continuing development programs or meetings ("**Programs**"). One of the Franchisee's Principal Owners or its Designated Manager must attend all Programs as Franchisor designates. Either a Principal Owner or the Designated Manager of Franchisee must attend the Franchisor's annual franchise conference. Franchisee shall pay Franchisor's then-current registration fees in connection with the annual franchise conference. If a Principal Owner or a Designated Manager of Franchisee fails to register for Franchisor's annual franchise conference, or fails to attend without the Franchisor's prior written consent, Franchisee shall still be obligated to pay the registration fees.

6.4 **Expenses During Training**. The Franchisee shall be responsible for all traveling expenses, living expenses and wages incurred by the Franchisee, the Franchisee's Principal Owners, and the Franchisee's employees or other trainees in connection with attendance at all of the Franchisor's training programs, including NSO Training, Immersion Training, and any additional training. Training participants will not receive any compensation from the Franchisor while attending the Franchisor's training programs. The availability of the training programs shall be subject to space considerations and prior commitments to new franchisees. With the exception of the $150 cancellation fee applicable to a Designated Manager described in Section 6.2 of this Agreement, if Franchisee fails to cancel a scheduled training at least 14 days prior to such training or if Franchisee or any of its attendees are not prepared to successfully complete the training, Franchisor may charge Franchisee a training cancellation fee equal to $500 per person including

any training fees and any travel and living expenses incurred by Franchisor's representatives. In addition, Franchisor may require Franchisee to pay an additional fee for rescheduled training.

6.5 **Additional Meetings**. From time to time, the Franchisor may request a mandatory meeting with a Principal Owner (and, in some cases, the Franchisee's Designated Manager) at a time and place designated by the Franchisor. One Principal Owner shall be required to attend any such meeting. The Franchisor shall give the Franchisee at least 15 days' prior written notice of any meeting that is deemed mandatory. The Franchisee will be responsible for all traveling and living expenses associated with its Principal Owner's or Designated Manager's attendance at all mandatory meetings.

7. DEVELOPMENT ASSISTANCE

7.1 **Franchisor's Development Assistance**. To assist the Franchisee in the initial establishment of the SCOOTER'S COFFEE Store, the Franchisor shall provide the following:

A. The Immersion Training and NSO Training programs to be conducted at the Franchisor's designated training facilities or at another location designated by the Franchisor, as described in Article 6 above.

B. The Franchisor will provide Franchisee with its site selection criteria and requirements. The Franchisor may, but is not required to, provide site selection assistance, provided, site selection acquisition and development of the Store is the sole obligation of the Franchisee.

C. Standards and specifications for the leasehold improvements, interior design, layout, floor plan, signs, designs, products, inventory, uniforms, equipment, POS System, color and decor of the SCOOTER'S COFFEE Store.

D. Standards and specifications for the equipment, supplies and materials used in, and the menu items offered for sale by, the SCOOTER'S COFFEE Store, including a list of Franchisor's designated or approved suppliers of such items and, if available, a description of any regional or central purchase and supply agreements offered by such designated or approved suppliers.

E. Electronic access to the Operations Manual as defined and described in Article 8 below shall be provided to the Franchisee during the term of this Agreement.

F. Opening assistance consisting of a representative of the Franchisor on site at the Franchised Location for 7 days total, as outlined in the Operations Manual; provided, however, that the Franchisee shall hire and be exclusively responsible for the hiring, firing, training, scheduling, compensation and control of its employees. The Franchisor reserves the right to waive the provision of onsite opening assistance for second and subsequent Stores operated by the Franchisee.

G. Assistance in planning and implementing the Franchisee's grand opening campaign.

8. OPERATIONS MANUAL

8.1 **Operations Manual**. The Franchisor agrees to provide the Franchisee with electronic access to the franchise operations manual, (the "**Operations Manual**") covering the required standards and specifications for operating a SCOOTER'S COFFEE Store. The Operations Manual also will include

recommended practices, policies and guidelines that Franchisee may, but is not required to, follow in connection with the operation of the SCOOTER'S COFFEE Store.

8.2 Confidentiality of Operations Manual Contents. The Operations Manual is the sole property of the Franchisor and shall be used by the Franchisee only during the term of this Agreement and in strict accordance with the terms and conditions hereof. The Franchisee shall not duplicate the Operations Manual nor disclose its contents to persons other than its employees or officers who need the information to perform their jobs. All individuals referenced in Section 20.4 below must sign a non-disclosure and noncompetition agreement provided by the Franchisor. The Franchisee shall return the Operations Manual to the Franchisor upon the expiration, termination or transfer of this Agreement.

8.3 Changes to Operations Manual. The Franchisor reserves the right to revise the Operations Manual from time to time as it deems necessary to update operating and marketing techniques or standards and specifications in any manner. The Franchisee, within 30 days of receiving any update (or such earlier time period as the Franchisor designates), must update its copy of the Operations Manual as instructed by the Franchisor and conform its operations to the updated provisions. The Franchisee acknowledges that the master copy of the Operations Manual maintained by the Franchisor at its principal office shall be controlling in the event of a dispute relative to the content of any Operations Manual.

9. OPERATING ASSISTANCE

9.1 Franchisor's Assistance. The Franchisor agrees that, during the Franchisee's operation of the SCOOTER'S COFFEE Store, the Franchisor, or its designated representatives, shall make available to the Franchisee the following assistance:

A. Access to any advertising and promotional materials as may be developed by the Franchisor. The Franchisor reserves the right to charge the Franchisee a fee for the cost of copying or providing advertising and promotional materials to Franchisee.

B. Such ongoing support and assistance as the Franchisor deems appropriate.

C. Any ongoing training programs as the Franchisor deems appropriate.

D. Any updates or changes to the Operations Manual or System.

10. FRANCHISEE'S OPERATIONAL COVENANTS

10.1 Business Operations. The Franchisee acknowledges that it is solely responsible for the successful operation of its SCOOTER'S COFFEE Store. In addition to all other obligations contained herein and in the Operations Manual, the Franchisee covenants that:

A. The Franchisee will maintain a clean, safe, and high quality SCOOTER'S COFFEE Store operations and shall promote and operate the business in accordance with the requirements of the Operations Manual and in such a manner as not to detract from or adversely reflect upon the name and reputation of the Franchisor and the goodwill associated with the SCOOTER'S COFFEE name and Marks.

B. The Franchisee will conduct itself and operate its SCOOTER'S COFFEE Store in compliance with all applicable laws, health department regulations, menu labeling requirements and other ordinances and in such a manner to promote a good public image in the business community. In connection therewith, the Franchisee will be solely and fully responsible for obtaining all licenses

to operate the SCOOTER'S COFFEE Store. Franchisee shall keep copies of all health department, fire department, building department and other similar reports of inspections by governmental authorities on file and available for inspection by Franchisor. The Franchisee shall promptly forward to the Franchisor copies of all health department, fire department, building department and other similar reports of inspections as and when they become available.

C. The Franchisee acknowledges that proper management of the SCOOTER'S COFFEE Store is important to the SCOOTER'S COFFEE brand. The Franchisee agrees that it shall ensure that the Principal Owner or Designated Manager be responsible for the management of the SCOOTER'S COFFEE Store after commencement of operations, and that a Principal Owner, a Designated Manager or an associated shift supervisor of the Store be available at the Franchised Location at all times during operation of the SCOOTER'S COFFEE Store. If the Franchisee (and/or an affiliate of the Franchisee) owns or operates multiple SCOOTER'S COFFEE Stores, the Franchisor shall have the right to require the Franchisee (and/or its affiliate) to employ one or more multi-unit leaders (each a "**Multi-Unit Leader**") to supervise the day-to-day operations of such SCOOTER'S COFFEE Stores, so that all SCOOTER'S COFFEE Stores operate in accordance with the System and present a consistent brand image and customer experience in accordance with System standards. Each Multi-Unit Leader may be required to attend and successfully complete (to Franchisor's reasonable satisfaction) such training courses as the Franchisor may reasonably require. The Franchisee also agrees that, upon the Franchisor's request, the Franchisee shall retain and implement additional services or other support for the business that the Franchisor designates including, but not limited to, accounting services.

D. The Franchisee acknowledges that the franchise granted hereunder requires and authorizes the Franchisee to offer only authorized products and services as are more fully described in the Operations Manual, which may include espresso drinks, smoothies, baked goods and related products and services. The Franchisee shall maintain at all times a sufficient supply of all menu items and related food and paper products to prevent any items, insofar as possible, from being unavailable to its customers. The Franchisee agrees to prepare all menu items in accordance with Franchisor's standards and specifications and to obtain all products and services from suppliers the Franchisor designates (if applicable), which may include the Franchisor or any affiliate. The Franchisee shall offer all types of services and products as from time to time may be prescribed by the Franchisor and shall refrain from offering any other types of services or products, or operating or engaging in any other type of business or profession, from or through the SCOOTER'S COFFEE Store, unless the Franchisor's advance written consent is first obtained. The Franchisee shall engage in all types of advertising, marketing and promotional activities as from time to time may be prescribed by Franchisor and shall not engage in any advertising, marketing or promotional activities unless Franchisor's written consent is first obtained.

E. The Franchisee shall promptly pay when due all taxes and other obligations owed to third parties in connection with the development, construction, and operation of the SCOOTER'S COFFEE Store, including all federal, state and local taxes, and all accounts or other indebtedness of every kind incurred by the Franchisee in the conduct of the SCOOTER'S COFFEE Store. In the event of a bona fide dispute as to the liability for taxes assessed or other indebtedness, the Franchisee may contest the validity or the amount of the tax or indebtedness in accordance with procedures of the taxing authority or applicable law; however, in no event shall the Franchisee permit a tax sale or seizure by levy or execution or similar writ or warrant, or attachment by a creditor to occur against the premises of the Franchised Location, or any improvement thereon.

Franchisee must also pay all state and local taxes, including taxes denominated as income or franchise taxes, that may be imposed on Franchisor as a result of its receipt or accrual of the Initial

Franchise Fee, the Royalty Fee, or other fees referenced in this Agreement, whether assessed against Franchisee through withholding or other means or whether paid by Franchisor directly.

F. The Franchisee shall comply with all agreements with third parties related to the SCOOTER'S COFFEE Store including, in particular, all provisions of any premises lease or equipment lease. The Franchisee shall promptly notify Franchisor in writing of any notices of default or non-compliance under its lease or any other third-party contracts related to the operation of the Store, by sending copies of all such notices to the Franchisor. If the term of the lease for the Franchised Location ends before the term of this Agreement expires, the Franchisee shall negotiate a renewal of the lease term in good faith. If the Franchisee is unable to renew the lease at the Franchised Location, the Franchisee may find a different site reasonably proximate to the Franchised Location, submit it to the Franchisor for approval together with payment of the Relocation Fee and, if Franchisor should approve of the proposed site, move the Franchisee's Store to the new location, at the Franchisee's sole cost. Nothing shall obligate the Franchisor to approve any such proposed site, and approval may be granted or denied in Franchisor's sole business judgment.

G. The Franchisee agrees to maintain the condition and appearance of the Store, and refurbish and modify its layout, decor and general theme, as the Franchisor will require Franchisee to maintain periodically throughout the term of this Agreement, the condition, appearance, efficient operation, ambience and overall image of SCOOTER'S COFFEE Stores (as the Franchisor may modify). Franchisor will require Franchisee to periodically update its Store throughout the term of this Agreement to maintain current standards. After the Store is operational, Franchisor recommends that Franchisee put aside a portion of its annual revenue for such improvements. The Franchisee will replace worn out or obsolete fixtures, equipment, furniture, or signs, repair the interior and exterior of the Store and adjacent parking areas, and periodically clean and redecorate the Store. If at any time in the Franchisor's reasonable judgment, the general state of repair, appearance or cleanliness of the Store premises (including parking areas) or its fixtures, equipment, furniture or signs does not meet the Franchisor's then-current standards, the Franchisor will so notify the Franchisee, specifying the action to be taken by the Franchisee to correct the deficiency. If the Franchisee fails, within 10 days after receipt of notice, to commence action and continue in good faith and with due diligence, to undertake and complete any required maintenance or refurbishing, the Franchisor may (in addition to its rights under Article 18 below) enter the Store premises and correct the deficiencies on the Franchisee's behalf, and at the Franchisee's expense.

The Franchisee will, at its expense, make such reasonable capital expenditures necessary to remodel, modernize and redecorate the Store premises and to replace and modernize the supplies, fixtures, signs, and equipment used in its Store so that the Franchisee's business reflects the then current physical appearance of new SCOOTER'S COFFEE Stores. The Franchisor may require the Franchisee to take such action: (i) five years after the Effective Date; (ii) as a condition to the transfer of any interest as further described in Section 16.2; and (iii) as a condition of renewal. The Franchisee acknowledges and agrees that the requirements of this Section 10.1(G) are both reasonable and necessary to ensure continued public acceptance and patronage of SCOOTER'S COFFEE Stores and to avoid deterioration or obsolescence in connection with the operation of the Store.

If the Store is damaged or destroyed by fire or any other casualty, the Franchisee will, within 30 days, initiate repairs or reconstruction, and thereafter in good faith and with due diligence continue (until completion) repairs or reconstruction, to restore the Store premises to its original condition before the casualty. If, in the Franchisor's reasonable judgment, the damage or destruction is of a nature or to an extent that the Franchisee can repair or reconstruct the premises of the Store consistent with the then-current decor and specifications of a new SCOOTER'S

COFFEE Store without incurring substantial additional costs, the Franchisor may require the Franchisee, by giving written notice, that the Franchisee repair or reconstruct the Store premises in compliance with the then-current decor and specifications.

H. The Franchisee shall at all times during the term of this Agreement own and control the SCOOTER'S COFFEE Store authorized hereunder. Upon request of the Franchisor, the Franchisee shall promptly provide satisfactory proof of such ownership to the Franchisor. The Franchisee represents that the Statement of Ownership, attached hereto as Exhibit 2 is a true, complete, and accurate statement respecting the equity ownership of the Franchisee. The Franchisee shall promptly provide the Franchisor with a written notification if the information contained in the Statement of Ownership changes at any time during the term of this Agreement and shall comply with the applicable transfer provisions contained in Article 16 herein. The Franchisee acknowledges that each "**Principal Owner**" (as defined below), as well as any other person or entity with a direct or indirect ownership interest in Franchisee that Franchisor determines, must guarantee the performance of the Franchisee hereunder and sign the Guaranty and Assumption of the Franchisee's Obligations which is attached to this Agreement as Exhibit 3 (the "**Guaranty**"). The term "**Principal Owner**" means any person or entity who directly or indirectly owns a twenty percent (20%) or greater interest in the Franchisee. The term "**Guarantor**" means any person or entity who is required above to sign the Guaranty. Any person or entity that at any time after the Effective Date becomes a Principal Owner of Franchisee as well as any other person or entity acquiring a direct or indirect ownership interest in Franchisee that Franchisor determines will, as a condition of becoming a Principal Owner or otherwise acquiring a direct or indirect ownership interest in Franchisee, sign the Guaranty. All Principal Owners must also provide all personal financial information that the Franchisor reasonably designates from time to time within 15 days of the Franchisor's request.

I. The Franchisee shall at all times during the term of this Agreement keep its SCOOTER'S COFFEE Store open during the business hours as may be designated by the Franchisor from time to time in the Operations Manual. Any deviations from the required hours must be approved in writing by the Franchisor.

J. The Franchisor may require the Franchisee to install surveillance cameras in and around the Store. The Franchisee will bear the cost of such system.

K. Franchisee shall be solely responsible for all employment decisions and functions of the SCOOTER'S COFFEE Store including those related to hiring, firing, training, compliance with wage and hour requirements, personnel policies, benefits, recordkeeping, scheduling, supervision, and discipline of employees, regardless of whether Franchisee receives advice from Franchisor on these subjects. Franchisee acknowledges and agrees that all personnel decisions shall be made by Franchisee, without any influence or advice from Franchisor, and such decisions and actions shall not be, nor be deemed to be, a decision or action of Franchisor.

L. Franchisee acknowledges and agrees that Franchisor, subject to applicable law, may set minimum and maximum prices for all menu items.

M. The Franchisee agrees that it must comply with all applicable laws relating to the privacy of consumer, employee and transactional information ("**Privacy Laws**"). The Franchisee further agrees that it must comply with the Franchisor's standards and policies pertaining to Privacy Laws. If there is a conflict between the Franchisor's standards and policies relating to Privacy Laws and actual applicable law, the Franchisee must: (i) comply with the requirements of applicable law; (ii) immediately give the Franchisor written notice of such conflict; and (iii) promptly and fully cooperate with the Franchisor and the Franchisor's counsel in determining the

most effective way, if any, to meet the Franchisor's standards and policies pertaining to Privacy Laws within the bounds of applicable law. The Franchisee agrees not to publish, disseminate, implement, revise or rescind a data privacy policy without the Franchisor's prior written consent.

N. Franchisee understands and acknowledges that nothing in this Agreement limits the frequency or cost of future changes to the System that Franchisor may require and that Franchisor has no ability to identify with specificity the nature of these future general improvements or their expected cost and accepts the risk that future general improvements may be imposed that will require significant capital expenditures in an amount that is unknown on the Effective Date and that cannot be fully amortized over the period of time then remaining in the Term of the Franchise.

10.2 Anti-Terrorism Representation, The Franchisee represents to the Franchisor that it and all persons or entities holding any legal or beneficial interest in the Franchisee are not included in, owned by, controlled by, acting for or on behalf of, providing assistance, support, sponsorship, or services of any kind to, or otherwise associated with any of the persons or entities referred to or described in Executive Order 13224-Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism, as amended.

11. ROYALTIES

11.1 Royalty. The Franchisee agrees to pay the Franchisor a weekly royalty ("**Royalty**") equal to 6% of the Franchisee's Net Sales, defined in Section 11.2 below, generated during the Reporting Period (defined in Section 11.3, below).

11.2 Net Sales. "**Net Sales**" means sales of any and all services or products from or through the SCOOTER'S COFFEE Store, including any such sale of services or products made for cash or upon credit, or partly for cash and partly for credit, regardless of collection of charges for which credit is given, regardless of whether such sale is conducted in compliance with or in violation of the terms of this Agreement and regardless of whether such sale is at the Franchised Location or off-site, but exclusive of discounts. "**Net Sales**" also includes the fair market value of any services or products received by the Franchisee in barter or exchange for its services and products.

11.3 Royalty Payments. The Franchisee agrees that the Royalty shall be paid weekly by electronic transfer of funds on every Tuesday of each week (the "**Due Date**") for the preceding Reporting Period. Reporting Period means the period of Saturday to Friday (unless Franchisor designates otherwise). The Franchisee must make its periodic Royalty payments by ACH and must execute an Authorization Agreement for Preauthorized Payment of the Royalty by ACH from the Franchisee's bank account, in the form attached hereto as Exhibit 4 ("**Authorization Agreement**"). The Franchisor reserves the right to update this authorization periodically and/or upon any change or transfer of the Franchisee's banking relationship. The Franchisee agrees to provide 30 days' notice to the Franchisor of any banking change that may alter the Franchisor's ability to access payment of Royalties by ACH. On the Due Date, the Franchisee shall report to the Franchisor by telephone, electronic means or in written form, as may be reasonably directed by the Franchisor, in a manner more fully described in Article 15 hereof, with such information and pursuant to such standard transmittal procedures regarding the Franchisee's Net Sales and such additional information as may be requested by the Franchisor. The Franchisor shall have the right to verify such Royalty payments from time to time as it deems necessary, in any reasonable manner, including by means of electronic access to Franchisee's POS System. In the event the Franchisee fails to have sufficient funds in its account or otherwise to pay any Royalties due as of the Due Date, the Franchisee shall owe, in addition to such Royalties, a late charge of $25, plus interest of 1½ % per month (subject to applicable law) on all outstanding amounts due, which interest shall begin to accrue the day following the Due Date for

such payment; provided, however, in no event shall the Franchisee be required to pay a late payment at a rate greater than the maximum interest rate permitted by applicable law. In the event the Franchisee fails to report Net Sales for the Store on or before the Due Date, or if the Franchisee withholds the Franchisor's access to accounting and financial systems or data, the Franchisor may debit the Franchisee's bank account in an amount equal to the Franchisee's Royalty Payment for the preceding Reporting Period or based upon Net Sales for the current Reporting Period as determined by the Franchisor's polling of the Franchisee's computerized cash registers. Further, in this case, a late charge of $25, plus interest of 1½ % per month (subject to applicable law) on all outstanding amounts due, which interest shall begin to accrue the day following the Due Date for such payment.

11.4 Application of Payments. The Franchisor may apply any payments made by the Franchisee to any of the Franchisee's past due indebtedness to the Franchisor or its affiliates. The Franchisee acknowledges that the Franchisor has the right to set-off any amounts the Franchisee may owe to the Franchisor or its affiliates against any amounts the Franchisor or its affiliates might owe to the Franchisee.

12. MARKETING

12.1 Approval of Advertising. The Franchisee shall obtain the Franchisor's prior written approval of all advertising or other marketing or promotional programs and materials not previously approved by the Franchisor regarding the SCOOTER'S COFFEE Store. The Franchisee shall also obtain the Franchisor's prior written approval before using any promotional materials as may be provided by vendors. Any proposed advertising or a description of a marketing or promotional program not previously approved by the Franchisor shall be submitted to the Franchisor at least 15 days prior to publication, broadcast or use. The Franchisee acknowledges that advertising and promoting the SCOOTER'S COFFEE Store in accordance with the Franchisor's standards and specifications is an essential aspect of the System, and the Franchisee agrees to comply with all advertising and marketing standards and specifications. The Franchisee shall display all required promotional materials, signs, point of purchase displays and other marketing materials in its SCOOTER'S COFFEE Store and in the manner prescribed by the Franchisor.

12.2 Grand Opening. The Franchisor and Franchisee will develop, and the Franchisee agrees to conduct, a grand opening advertising and promotional program for the Store. All or a portion of the Initial Opening Support Fee will be used for the grand opening advertising and promotional campaign. The Franchisee shall spend $10,000 to $30,000, as determined by Franchisor, on local advertising, promotional events, marketing materials, and other activities that the Franchisor has approved to promote the grand opening of the Store.

12.3. National Marketing and Advertising Contribution. The Franchisee agrees to pay to the Franchisor for deposit in a marketing fund (the "**Marketing Fund**") a weekly National Marketing and Advertising Contribution fee equal to 2% of Net Sales ("**Marketing Contribution**"). The Franchisor reserves the right, upon 60 days' written notice, to increase the Marketing Contribution up to 4% of Net Sales. The Marketing Contribution shall be paid to the Franchisor in addition to Royalties and in addition to and not in lieu of amounts spent on local and regional advertising and marketing activity, and the following terms and conditions shall apply:

A. The Marketing Contribution shall be payable concurrently with, and in the same manner as, the payment of the Royalties as described in Section 11.3 above. The Marketing Contributions will be subject to the same late charges as the Royalties, in an amount and manner stated in Section 11.3 above.

B. The Franchisor (or its designee) will have the right to direct all advertising and marketing programs, with sole discretion over the concepts, materials and media used in such programs, and the scope, placement, allocation and the administration thereof. Disbursements from the Marketing Fund will be made to meet any and all costs of maintaining, administering, staffing, directing, conducting, preparing advertising, marketing, public relations and/or promotional programs and materials, and any other activities that Franchisor believes will enhance the image of the System, including, among other things, marketing research, direct mailings, the cost of formulating, developing and implementing advertising, marketing promotional materials, Electronic Advertising (as defined in Section 12.6 below), digital marketing programs (or future forms of electronic marketing such as Google pay per click ads), costs associated with administering gift card programs, and other advertising and marketing activities; and the costs of administering the Marketing Fund, including the cost of employing advertising agencies to assist Franchisor and providing promotional brochures and advertising materials to SCOOTER'S COFFEE Stores and to regional and local marketing cooperatives, as well as accounting expenses and the actual costs of salaries and fringe benefits paid to the Franchisor's or any affiliate's employees engaged in administering the Marketing Fund, including reimbursement of these items for those employees of Franchisor or any affiliate who work on creative, production or strategic matters for the Marketing Fund.

C. The Franchisor will place all Marketing Contributions it receives in the Marketing Fund. The Franchisor, or its affiliates, will contribute to the Marketing Fund for each SCOOTER'S COFFEE Store it or its affiliates operate in the United States at the same percentage rate as a majority of SCOOTER'S COFFEE franchisees must pay to the Marketing Fund. The Marketing Fund is not a trust or escrow account, and the Franchisor has no fiduciary obligations regarding the Marketing Fund. The Franchisor cannot ensure that any individual franchisee will benefit directly or on a pro rata basis from the future placement of any such advertising in its local market. The Franchisor may spend in any fiscal year an amount greater or less than the aggregate contributions of SCOOTER'S COFFEE Stores to the Marketing Fund in that year. Franchisee acknowledges the Franchisor has no obligation to conduct marketing and Franchisor has sole discretion to determine how, if any, monies in the Marketing Fund will be spent. Franchisor is not required to use monies in the Marketing Fund to benefit any individual market or franchisee.

D. The Franchisor may, through the Marketing Fund, furnish Franchisee with approved local marketing plans and materials.

12.4. **Local Marketing and Advertising**. The Franchisor reserves the right, upon 60 days' written notice, to require the Franchisee to spend up to an additional 2% of Net Sales on local marketing and advertising ("**Local Advertising Allocation**") each calendar quarter. If required, the Franchisee shall prepare and submit a quarterly report to the Franchisor which accounts for the use of these funds no later than 15 days following the end of each calendar quarter. If the Franchisee's lease requires it to advertise locally, the Franchisor may count such expenditures toward the Franchisee's local marketing and advertising expenditure required by this Section 12.4. The Franchisee shall obtain the Franchisor's prior written approval of all written advertising and promotional materials before publication.

12.5. **Cooperative Advertising Programs**. The Franchisor reserves the right, upon 60 days' prior written notice to the Franchisee, to create a cooperative marketing and advertising association ("**Co-op**") for the benefit of SCOOTER'S COFFEE franchisees located within a particular geographic area. If a Co-op is established for the area where the Franchisee is located, the Franchisee will be required to participate in the Co-op for the purpose of selecting and participating in regional marketing and promotion programs for SCOOTER'S COFFEE Stores. The Franchisee will be required to remain a member of and will be bound by the decisions of the majority of the members of the Co-op regarding expenditures,

assessments and dues of the Co-op, to the extent that they are approved by the Franchisor. The Franchisor reserves the right to designate regional and local advertising or marketing markets, to establish regional advertising or marketing councils and to establish the bylaws and other rules under which each Co-op will operate. The Franchisor may allocate all or a portion of the Franchisee's Marketing Contribution to the Co-op. The Franchisor may require the Franchisee to allocate all or a portion of the Local Advertising Allocation under Section 12.4 as a required marketing and advertising contribution to the Co-op.

12.6. Electronic Advertising. The Franchisee shall not develop, create, distribute, disseminate or use any Internet advertising or website, or any multimedia, telecommunication, mass electronic mail, facsimile or audio/visual advertising, promotional or marketing materials, directly or indirectly related to the SCOOTER'S COFFEE Store, the Marks or the System ("**Electronic Advertising**"), without the Franchisor's prior written consent. The Franchisor shall retain the exclusive right to develop and control the content of all Electronic Advertising for the SCOOTER'S COFFEE Stores. The Franchisor reserves the right, immediately upon written notice, to require the Franchisee to participate in any Electronic Advertising of SCOOTER'S COFFEE Stores sponsored by the Franchisor. Any amounts that the Franchisee spends to participate in Electronic Advertising shall be credited toward the Franchisee's local marketing and advertising obligations.

12.7. Loyalty Programs. The Franchisor may periodically develop and implement membership, rewards, loyalty, and other programs for the System. If the Franchisor sets up a membership, rewards, loyalty, or other program for customers, the Franchisor may require the Franchisee to honor the terms and conditions of these programs at Franchisee's Store.

12.8. Promotional Programs. The Franchisee must participate in all gift card, gift certificate, and coupon or promotional programs Franchisor establishes, and honor the terms and conditions of these programs at Franchisee's Store. The Franchisor will provide in Franchisor's manuals or otherwise Franchisor's current policies and practices for allocating funds generated from the sale or redemption of gift cards, gift certificates, and reward or loyalty points that involve multiple Stores. The Franchisee may not create or issue its own gift cards, gift certificates, or rewards or loyalty programs, or other coupon or promotional programs, unless otherwise approved by Franchisor.

12.9. Internet Restrictions.

A. The Franchisor will list the Franchisee's Store on the Franchisor's website. The Franchisee is responsible for providing content the Franchisor requires for this website listing, which may include Store contact and address information, hours of operation, and products and services offered through the Store. Any and all content must be approved by the Franchisor.

B. Other than as discussed in Section 12.6 above, and the website listing, Franchisee shall not establish or maintain, or have established or maintained on its behalf, either alone or in concert with others, any other digital or electronic medium or method of communication, including a website, home page, HTML document, Internet site, web page, online directory or online business profile, review and opinion web pages or sites, or social media or social networking site, business networking site, profile, avatar, account or username relating to or making reference to the System, the Franchisor, any of its affiliates, any of the Marks or any abbreviation, acronym or variation of the Marks, or any similar name, word, symbol, or variant thereof, the Store or the System (each, a "**Social Media Presence**"), unless otherwise approved by the Franchisor. Franchisee may not use all or part of any of the Marks, or any similar name, word, symbol, or variant thereof, in a domain name, email address, account name, username, profile, or URL (each, an **"Online Identifier"**). The Franchisor reserves the right at any time, in its sole discretion, to require Franchisee to remove, delete, or modify any Online Identifier or Social Media Presence, or any information, content, or

post thereon or created therewith. The Franchisor will retain sole ownership of any Online Identifier and Social Media Presence, as well as any domain name related thereto and all content thereon or created therewith, which includes all or a portion of any of the Marks, or any word, phrase, or symbol confusingly similar thereto or variant thereof, as part of the Online Identifier. Franchisee must provide the Franchisor with all passwords and access to any such Social Media Presence or Online Identifier. Franchisee will comply with all directives from the Franchisor with respect to any Social Media Presence or Online Identifier approved by Franchisor.

12.10. **Social Media**. In addition to the restrictions set forth in Section 12.9, Franchisee may not offer, promote, or sell any products or services or make use of any of the Marks, the Franchisor, the Store, including its business operations, or the System, via any Social Media Presence or Online Identifier without the Franchisor's prior written approval. Franchisee shall not establish or maintain, or have established or maintained on its behalf, a mobile application making use of any of the Marks or otherwise related to the Store, its business operations or the System. Franchisee acknowledges that the Franchisor may also impose prohibitions on Franchisee posting or blogging of comments about the Franchisor, its affiliates, the Store, including its business operations, the System, or any other SCOOTER'S COFFEE franchisees. The foregoing prohibitions include personal blogs, personal email addresses, common social networks like Facebook, Instagram, TikTok, X (formerly known as Twitter), Snapchat, and Pinterest; professional networks, business profiles, or online review or opinion sites like LinkedIn, Google Business Profile, or Yelp; live-blogging tools like X (formerly known as Twitter), Facebook and Snapchat; virtual worlds, metaverses, file, audio and video-sharing sites, and other similar social networking or media sites or tools. Franchisee shall not use any of the Franchisor's Marks in any keyword advertising, pay-per-click advertising or other search engine marketing, unless otherwise approved by Franchisor.

12.11. **Franchisor-Approved Social Media Presence**. If the Franchisor approves a Social Media Presence or Online Identifier, Franchisee must comply with all of the Franchisor's directives regarding its use, including directives related to materials posted on any Social Media Presence, links to and from any Social Media Presence or Online Identifier, the use of the Marks on any Social Media Presence or Online Identifier, provision to the Franchisor of passwords and any log-in credentials needed to access, remove, delete, or modify any Social Media Presence or Online Identifier, and security for any Social Media Presence or Online Identifier. Franchisee must operate and maintain any approved Social Media Presence or Online Identifier in compliance with this Agreement, including those regarding the use of confidential and proprietary information, proper use of the Marks, as well as any and all operating procedures, policies, standards, and requirements that the Franchisor may specify from time to time. Franchisee must also maintain any Social Media Presence or Online Identifier approved by the Franchisor in compliance with all applicable laws, rules, and regulations, including those applicable to copyright and trademark, privacy, anti-defamation, and advertising and endorsements. The Franchisor reserves the right at any time, in its sole discretion, to itself, or require Franchisee to, remove, delete, or modify any Social Media Presence or Online Identifier, or any information, content or post thereon or made thereby. The Franchisor will retain sole ownership of any Online Identifier and Social Media Presence, as well as any domain name related thereto and all content thereon, which includes all or a portion of any of the Marks, or any word, phrase, or symbol confusingly similar thereto or variant thereof, as part of the domain name, username, email address, account name, hashtag, profile or URL. All content posted to any Social Media Presence or Online Identifier must be approved by the Franchisor prior to posting.

13. QUALITY CONTROL

13.1 **Compliance with Operations Manual**. The Franchisee agrees to maintain and operate the SCOOTER'S COFFEE Store in compliance with this Agreement and the required standards and specifications contained in the Operations Manual, as the same may be modified from time to time by the Franchisor.

13.2 **Standards and Specifications**. The Franchisor will make available to the Franchisee required and recommended standards and specifications for services and products offered at or through the SCOOTER'S COFFEE Store and for equipment, furniture, fixtures, inventory, recipes, beverages, food, beverage and food preparation, paper products, employee attire, supplies, forms, advertising material and other items used in connection with the Store. The Franchisor reserves the right to change standards and specifications for services and products offered at or through the SCOOTER'S COFFEE Store and for the equipment, furniture, fixtures, inventory, recipes, beverages, food, beverage and food preparation, paper products, employee attire, supplies, forms, advertising material and other items used in connection with the Store, upon 30 days' prior written notice to the Franchisee. The Franchisee shall, throughout the term of this Agreement, remain in compliance and strictly adhere to all of the Franchisor's required standards and specifications for the SCOOTER'S COFFEE Store as prescribed from time to time.

13.3 **Inspections**. The Franchisor shall have the right to examine the Franchised Location, including the inventory, products, equipment, materials or supplies, to ensure compliance with all standards and specifications set by the Franchisor. The Franchisor shall conduct such inspections during regular business hours without prior notice to the Franchisee and such inspections may include the photographing or videotaping of the operations of the Store, the removal of reasonable samples of any products, materials or supplies for testing and analysis, the interviewing of personnel and customers and the inspection and copy of any books, records and documents relating to the operation of the Store. If Franchisor determines that, based on the inspection, Franchisor must re-inspect the Franchise Location due to Franchisee's failure to comply with all standards and specifications set by the Franchisor, Franchisee shall reimburse Franchisor for its travel and inspection expenses.

13.4 **Restrictions on Services and Products**. The Franchisee is prohibited from offering or selling any services or products from or through the Store that have not been previously authorized by the Franchisor. If the Franchisee desires to offer or sell any services or products (including menu items), at the SCOOTER'S COFFEE Store which have not been approved by the Franchisor, the Franchisee shall first submit to Franchisor a written request for approval. The Franchisor may, in its sole discretion, grant or deny Franchisee's request for approval. In making such determination, the Franchisor may require submission of specifications, information, or samples of such services or products, and may charge Franchisee a reasonable fee to test the proposed service or product. The Franchisor will advise the Franchisee within a reasonable time whether such products or services meet its specifications.

13.5 **Standards of Service**. Franchisee must at all times give prompt, courteous and efficient service to its SCOOTER'S COFFEE Store customers. Franchisee must, in all dealings with its customers, suppliers and the public, satisfy the highest standards of honesty, integrity and fair dealing and fully comply with Franchisor's then-current customer service standards described in the Operations Manual or as Franchisor otherwise may provide in writing.

13.6 **Designated and Approved Suppliers**. The Franchisee shall purchase all equipment, products, services, supplies, materials and other items required for the construction and operation of the SCOOTER'S COFFEE Store licensed herein from manufacturers, suppliers, contractors, consultants, installers, or distributors designated by the Franchisor or, if there is no designated supplier for a particular product, service, supply or material, from such other suppliers who meet all of the Franchisor's specifications and standards, and who shall adequately demonstrate their capacity and facilities to supply the Franchisee's needs in the quantities, at the times, and with the reliability requisite to an efficient operation. The Franchisor reserves the right to designate, from time to time, a single supplier for any services, products, equipment, supplies or materials, or other item, which single supplier may be Franchisor or an affiliate of Franchisor. The Franchisor periodically may modify its lists of designated and approved supplies and suppliers, and the Franchisee agrees to comply with such modified lists. The Franchisor also reserves the right to derive revenue from purchases by the Franchisee from the Franchisor's designated and

approved suppliers. THE FRANCHISOR AND ITS 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 COMPUTER SYSTEMS), SUPPLIES, FIXTURES, FURNISHINGS OR OTHER ITEMS THAT FRANCHISOR OR ITS AFFILIATES MAY DISTRIBUTE OR THAT THIRD PARTIES APPROVED OR DESIGNATED BY THE FRANCHISOR MANUFACTURE OR DISTRIBUTE FOR USE IN THE SYSTEM.

13.7 **Request for Approval of Supplier**. If the Franchisee desires to purchase or lease any products, services, supplies or materials from manufacturers, suppliers, contractors, consultants, installers, or distributors other than those previously approved by the Franchisor, the Franchisee shall, prior to purchasing any such products, services, supplies or materials, give the Franchisor a written request for approval of an additional supplier. The Franchisor shall notify the Franchisee in writing of its approval or rejection of the proposed supplier within 90 days after Franchisor's receipt of all information requested by Franchisor from Franchisee in connection with Franchisee's request for approval. The Franchisor may from time to time inspect any manufacturer's, supplier's, contractor's, consultant's, installer's, or distributor's facilities and products to assure proper production, processing, storing and transportation of products, services, supplies or materials to be purchased from the manufacturer, supplier or distributor by the Franchisee. Permission for such inspection shall be a condition of the continued approval of such manufacturer, supplier, contractor, consultant, installer, or distributor. The Franchisor may, for any reason, elect to withhold approval of the manufacturer, supplier, contractor, consultant, installer, or distributor, and the Franchisor may require that samples from a proposed new supplier be delivered to the Franchisor for testing prior to approval and use. Franchisor may charge Franchisee a $2,500 fee per additional supplier plus the actual cost of any testing and the reasonable cost of Franchisor's investigation.

14. MARKS, TRADE NAMES AND PROPRIETARY INTERESTS

14.1 **Marks**. The Franchisee hereby acknowledges that the Franchisor has the sole right to license and control the Franchisee's use of the "**SCOOTER'S COFFEE**" Mark and other of the Marks, and that such Marks shall remain under the sole and exclusive ownership and control of the Franchisor and its affiliates. The Franchisee acknowledges that it has not acquired any right, title or interest in the Marks except for the right to use the Marks in the operation of its SCOOTER'S COFFEE Store as it is governed by this Agreement. The Franchisee shall display the Marks prominently at the SCOOTER'S COFFEE Store and on packaging and serving materials and in connection with forms, advertising and marketing, all in a manner as the Franchisor shall prescribe. Except as may be permitted in the Operations Manual, and then only in the exact form as specified in the Operations Manual or as approved by the Franchisor, the Franchisee agrees not to use any of the Marks in any form on the Internet, including any Online Identifier, or on any Social Media Presence, or in connection with locators, links, metatags, or search techniques.

14.2 **No Use of Other Marks**. The Franchisee further agrees that no Mark other than "**SCOOTER'S COFFEE**" or such other Marks as may be specified by the Franchisor shall be used in the marketing, promotion, identification or operation of the SCOOTER'S COFFEE Store, except with the Franchisor's prior written consent.

14.3 **System**. The Franchisee hereby acknowledges that the Franchisor owns and controls the distinctive plan for the establishment, operation and promotion of SCOOTER'S COFFEE Stores and all related licensed methods of doing business, previously defined as the "**System**," which include recipes, menu items, beverage and food preparation methods, technical restaurant equipment standards, order and take-out fulfillment methods, including drive-through access, customer data, customer relations, marketing techniques, written promotional materials and Operations Manual contents, advertising, and accounting systems, all of which constitute confidential trade secrets of the Franchisor, and the Franchisee

acknowledges that the Franchisor has valuable rights in and to such trade secrets. The Franchisee further acknowledges that it has not acquired any right, title or interest in the System, except for the right to use the System in the operation of the SCOOTER'S COFFEE Store as it is governed by this Agreement. Additionally, the Franchisee must fully and promptly disclose to Franchisor all ideas, concepts, methods, techniques, improvements, additions and customer data relating to the development and/or operation of the SCOOTER'S COFFEE Store or the System, or any new trade names, service marks or other commercial symbols, or associated logos relating to the operation of a SCOOTER'S COFFEE Store, or any advertising or promotion ideas related to the SCOOTER'S COFFEE Store, or any suggestions, comments, or other feedback with respect to the System (collectively the "**Improvements**") that Franchisee and/or its employees conceive or develop during the term of this Agreement. Franchisee agrees to assign to Franchisor all rights to the Improvements without any obligation to Franchisee for royalties or other fees. The Franchisee acknowledges that it is obligated to maintain the confidentiality of the System in accordance with Section 20.3 below.

14.4 **Mark Infringement**. The Franchisee agrees to notify the Franchisor in writing of any possible infringement or illegal use by others of a trademark the same as or confusingly similar to the Marks which may come to its attention. The Franchisee acknowledges that the Franchisor shall have the right to determine whether any action will be taken on account of any possible infringement or illegal use. The Franchisor may commence or prosecute such action in the Franchisor's own name and may join the Franchisee as a party thereto if the Franchisor determines it to be reasonably necessary for the continued protection and quality control of the Marks and System. The Franchisor shall bear the reasonable cost of any such action, including attorneys' fees; provided, however, that the Franchisor shall not be responsible for the Franchisee's attorneys' fees in the event the Franchisee elects to retain its own legal counsel. The Franchisee agrees to fully cooperate with the Franchisor in any such litigation.

14.5 **Franchisee's Business Name**. The Franchisee acknowledges that the Franchisor has a prior and superior claim to the SCOOTER'S COFFEE trade name. The Franchisee shall not use any of the Marks or any portion, combination, or variation thereof, in the Franchisees name or the legal name of its corporation, partnership or any other business entity used in conducting the business provided for in this Agreement or as the trade name or assumed name of any such entity. The Franchisee also agrees not to register or attempt to register any trade name using any of the Marks or any portions, combination, or variation thereof. The Franchisee shall not identify itself as being "**Scooter's Coffee Franchisor, LLC**" or as being associated with the Franchisor in any manner other than a franchisee or licensee. The Franchisee further agrees that in all advertising and promotional materials it will display its business name only in obvious conjunction with the phrase a "**SCOOTER'S COFFEE Franchisee**" or with such other words and in such other phrases to identify itself as an independent owner of the SCOOTER'S COFFEE Store, as may from time to time be prescribed in the Operations Manual.

14.6 **Change of Marks**. In the event the Franchisor shall determine it necessary to modify or discontinue use of any proprietary Marks, or to develop additional or substitute marks, the Franchisee shall, after receipt of written notice of such a modification or discontinuation from the Franchisor, take such action, at the Franchisee's sole expense, as may be necessary to comply with such modification, discontinuation, addition or substitution.

15. REPORTS, RECORDS AND FINANCIAL STATEMENTS

15.1 **Franchisee Reports**. The Franchisee shall establish and maintain at its own expense a bookkeeping and accounting system that conforms to the required specifications that the Franchisor may prescribe from time to time. Each transaction of the Store shall be processed through the POS System and any other payment devices approved by Franchisor, all in the manner prescribed by the Franchisor. The Franchisor shall at all times have the right of access to the POS System and all data processed thereon with

respect to the Store. The Franchisee shall provide access to the Franchisor at any time by installing a high-speed Internet connection that meets the Franchisor's standards and specifications. The Franchisee shall supply to the Franchisor financial and accounting reports in a manner and form as the Franchisor may require, including:

A. Weekly summary reports, in a form as Franchisor may require, submitted no later than the Due Date each week (defined in Section 11.3 above) and containing information relative to the previous Reporting Period operations;

B. Within 20 days after the end of each month, an income statement of the Store for such month and for the fiscal year to date, prepared in accordance with United States generally accepted accounting principles ("**GAAP**") consistently applied, in the Franchisor's recommended or required format;

C. Within 30 days after the end of the Franchisee's fiscal year, which shall be the calendar year, an income statement and balance sheet of the Store for such fiscal year (reflecting all year-end adjustments), and a statement of changes in cash flow of the Store, prepared in accordance with GAAP, consistently applied, and in the Franchisor's recommended or required format. The Franchisor reserves the right to require that the Franchisee have reviewed financial statements prepared on an annual basis; and

D. Any other data, information and supporting records that Franchisor may request from time to time, including daily, weekly or monthly reports of inventory and sales by category in a format recommended or required by the Franchisor.

15.2 Financial Records Use. The Franchisor reserves the right to disclose data derived from all financial and accounting reports received from the Franchisee, without identifying the Franchisee by name or by Store. With respect to the operation and financial condition of the Store, the Franchisee agrees to furnish the Franchisor the financial and accounting reports required hereunder in a form that Franchisor requires.

15.3 Books and Records. The Franchisee shall maintain all books and records for its SCOOTER'S COFFEE Store in accordance with GAAP, consistently applied, and preserve these records, including cash register tapes, shift reports, weekly operating summaries and sales tax returns, for at least five years after the fiscal year to which they relate.

15.4 Audit of Books and Records. The Franchisee shall permit the Franchisor to inspect and audit the books and records of the SCOOTER'S COFFEE Store at any reasonable time, at the Franchisor's expense. If any audit discloses a deficiency in amounts for payments owed to the Franchisor pursuant to this Agreement, then such amounts shall become immediately payable to the Franchisor by the Franchisee, with interest from the date such payments were due at the lesser of 1½ % per month or the maximum rate allowed by law. In addition, if it is found by such audit that the Net Sales of the SCOOTER'S COFFEE Store have been understated by 3% or more during the period audited, the Franchisee shall pay all reasonable costs and expenses the Franchisor incurred in connection with such audit.

15.5 Failure to Comply with Reporting Requirements. If the Franchisee fails to prepare and submit any statement or report as required under this Article 15, then the Franchisor shall have the right to treat the Franchisee's failure as good cause for termination of this Agreement. In addition to all other remedies available to the Franchisor, in the event that the Franchisee fails to prepare and submit any statement or report required under this Article 15 for two consecutive Reporting Periods, the Franchisor shall be entitled to make an audit, at the expense of the Franchisee, of the Franchisee's books, records and

accounts, including the Franchisee's bank accounts, which in any way pertain to the Net Sales of the SCOOTER'S COFFEE Store. The statements or reports not previously submitted shall be prepared by or under the direction and supervision of an independent certified public accountant selected by the Franchisor.

16. TRANSFER

16.1 Franchisee Transfer to Entity or Involving Minority Interest. If the Franchisee enters into this Agreement as an individual, the Franchisee (as an individual) must transfer this Agreement to a corporation or a limited liability company that conducts no business other than the Store (or other SCOOTER'S COFFEE® stores under franchise agreements with Franchisor) by the timeframe described in Section 2.1 and must ensure that: (1) the Store is actively managed by Franchisee or an operating manager approved by Franchisor; (2) Franchisee owns at least 70% of the ownership interest in the corporation or limited liability company; (3) Franchisee and all Principal Owners of the transferee entity sign the Guaranty attached hereto as Exhibit 3; (4) Franchisee provides Franchisor 15 days' written notice before the proposed date of transfer of this Agreement to the corporation or limited liability company; and (5) Franchisee provides to Franchisor a certified copy of the articles of incorporation, operation agreement, organizational documents, a list of all shareholders or members having beneficial ownership, reflecting their respective interest in the transferee entity. In addition, subject to Section 16.2 below (respecting related transactions), the Principal Owners and other owners may transfer less than a "**controlling interest**" in Franchisee, provided Franchisee and all Principal Owners comply with subsections (3) and (4) above and all other applicable individuals comply with Section 20.4 below. Franchisee will not pay a transfer fee for an assignment under this Section 16.1.

16.2 Franchisee Transfer or Sale of Substantially all of its Assets-Conditions to Franchisee's Transfer. Franchisee understands that Franchisor has granted the Franchise under this Agreement in reliance upon the individual or collective character, aptitude, attitude, business ability and financial capacity of Franchisee or Franchisee's Principal Owners. Franchisee (and its Principal Owners) will not, directly or indirectly, transfer (whether voluntary or involuntary), assign or otherwise dispose of, in one or more transactions, Franchisee's business, the Store, substantially all or all of the assets of Franchisee's business, this Agreement or any controlling interest in Franchisee ("**controlling interest**" to include a proposed transfer of 50% or more of the common (voting) stock of a corporate Franchisee or of the ownership interest in a limited liability company or partnership) (which shall include a transfer of an interest in a party holding an interest in Franchisee), unless Franchisee obtains Franchisor's prior written consent (except as provided in Section 16.1 above). Franchisor will not unreasonably withhold its consent to a transfer, provided Franchisee complies with all of the following conditions which Franchisor may, in its discretion, deem necessary:

A. Payment of all amounts due and owing pursuant to this Agreement by the Franchisee to the Franchisor or its affiliates or to third parties holding a security interest in any asset of the Store;

B. Agreement by the proposed transferee to satisfactorily complete the NSO Training program described in this Agreement, which training may be completed by the transferee either prior to or immediately after the transfer occurs, at the Franchisor's option;

C. Execution of a franchise agreement in a form then currently offered by the Franchisor, which shall supersede this Agreement in all respects. If a new franchise agreement is signed, the terms thereof may differ from the terms of this Agreement; provided, however, the transferee will not be required to pay any additional initial franchise fee;

D. Franchisee must provide written notice to the Franchisor 30 days prior to the proposed effective date of the transfer, such notice to contain information reasonably detailed to enable the Franchisor to evaluate the terms and conditions of the proposed transfer;

E. The proposed transferee shall have provided information to the Franchisor sufficient for the Franchisor to assess the proposed transferee's business experience, aptitude and financial qualification, and the Franchisor shall have ascertained that the proposed transferee meets such qualifications;

F. The Franchisee and all Principal Owners shall execute a general release, in a form satisfactory to the Franchisor, of any and all claims against the Franchisor, its affiliates and their respective officers, directors, employees and agents;

G. If the Store which is the subject of the transfer is operated using any SCOOTERS JAVA EXPRESS signage, all such signage shall be removed and replaced with SCOOTER'S COFFEE signage meeting the Franchisor's then current standards and specifications;

H. The interior of the Store which is the subject of the transfer shall be updated or remodeled to meet the Franchisor's then current standards and specifications for Store interiors;

I. The Franchisee pays by ACH a transfer fee in an amount equal to $10,000 or 25% of the then-current initial franchise fee for a new Store, whichever is greater, for each SCOOTER'S COFFEE Store being transferred. If the proposed transferee is an immediate family member (i.e., spouse, son or daughter) of the Principal Owner of the Franchisee, no transfer fee will apply; and

J. The Franchisee agrees to abide by all post-termination obligations, including the post-termination covenant not to compete stated in Section 20.2 below.

16.3 **Franchisor's Consent to Transfer**. The Franchisor has 30 days from the later of the date of the written notice and receipt of all other information requested by Franchisor to approve or disapprove, in writing, the Franchisee's proposed transfer under Section 16.2 above. The Franchisee acknowledges that Franchisor shall evaluate the proposed transferee for approval based on the same criteria being used at the time of evaluation to assess new franchisees of the Franchisor, and that such proposed transferee shall be provided, if appropriate, with such disclosures as may be required by state or federal law. The Franchisor shall have the right to approve the material terms and conditions of the transfer, including the right to confirm that the price and terms of payment are not so burdensome as to affect adversely the transferee's operation of the Store. If the Franchisee (and/or the transferring owners) finances any part of the sale price of the transferred interest, if any, unless waived in writing by the Franchisor, the Franchisee and/or its owners must agree that all obligations of the transferee under or pursuant to any promissory notes, agreements or security interests reserved by the Franchisee or its owners in the assets of the Store or the Franchised Location shall be subordinate to the transferee's obligations to pay Royalties, Marketing Contributions, inventory payments or amounts due to the Franchisor and its affiliates and to otherwise comply with this Agreement.

16.4 **Right of First Refusal**. If Franchisee wishes to engage in a transfer otherwise subject to Section 16.2 above, the Franchisor first shall have a 30 day right of first refusal to purchase the rights, interest or assets proposed to be transferred on the same terms and conditions as are contained in the written offer to purchase submitted to the Franchisee by the proposed purchaser/transferee; provided, however, the following additional terms and conditions shall apply**:**

A. The Franchisee shall notify the Franchisor of such offer by sending a written notice to the Franchisor, enclosing a copy of the written offer from the proposed transferee;

B. Such right of first refusal will be effective for each proposed transfer and any material change in the terms or conditions of the proposed transfer shall be deemed a separate offer on which a new 30 day right of first refusal shall be given to the Franchisor;

C. If the consideration or manner of payment offered by a proposed transferee is such that the Franchisor may not reasonably be required to furnish the same, then the Franchisor may purchase the interest which is proposed to be sold for the reasonable cash equivalent. If the parties cannot agree within a reasonable time on the cash consideration, an independent appraiser shall be designated by the Franchisor, whose determination will be binding upon the parties. Franchisee shall pay all expenses of the appraiser; and

D. If the Franchisor chooses not to exercise its right of first refusal, the Franchisee shall be free to complete the transfer subject to compliance with Sections 16.2 and 16.3 above, provided the transfer must be completed within 180 days of Franchisor's decision to not exercise its right of first refusal. If the transfer is not completed within 180 days, then the proposed transfer will be deemed a new offer on which a new 30-day right of first refusal shall be given to the Franchisor.

16.5 **Death or Disability of the Franchisee or a Principal Owner**. Upon the death or permanent disability of the Franchisee (if an individual) or a Principal Owner who directly or indirectly owns a controlling interest in the Franchisee or otherwise manages the day-to-day operations of its SCOOTER'S COFFEE Store, the executor, administrator, conservator, guardian or other personal representative of such person shall transfer the Franchisee's or Principal Owner's interest in this Agreement or such interest in the Franchisee entity to a third party approved by the Franchisor. Such disposition of this Agreement or such interest (including transfer by bequest or inheritance) shall be completed within a reasonable time, not to exceed 120 days from the date of death or permanent disability and shall be subject to all terms and conditions applicable to transfers contained in this Article 16. Failure to transfer the interest in this Agreement or such interest in the Franchisee entity within such period of time shall constitute a breach of this Agreement. For the purposes hereof, the term "**permanent disability**" shall mean a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent the Franchisee, or such Principal Owner as described above from supervising the management and operation of the SCOOTER'S COFFEE Store for a period of 120 days from the onset of such disability, impairment or condition.

16.6 **Transfer by the Franchisor**. This Agreement is fully transferable by the Franchisor and shall benefit any transferee or other legal successor in interest, and the Franchisor shall in such event be fully released from the same. Any such transfer will require the assignee to fulfill Franchisor's obligations under this Agreement. Franchisor reserves the right to outsource or transfer any of its obligations under this Agreement to an affiliate or third party without Franchisee's consent.

17. TERM AND RENEWAL

17.1 **Term**. The initial term of this Agreement is for a period of 10 years from the date of this Agreement, unless sooner terminated as provided herein.

17.2 **Conditions to Renewal**. At the end of the initial term hereof, the Franchisee shall have the option to renew its franchise rights for one additional 10-year term if the Franchisee satisfies each of the following conditions:

A. At least 30 days prior to expiration of the term, executes the form of franchise agreement then in use by the Franchisor;

B. Has complied with all provisions of this Agreement during the current term, including the payment on a timely basis of all Royalties and other fees due hereunder;

C. Is not, at the time it gives written notice to the Franchisor in accordance with Section 17.3 below, in default or under notification of breach of this Agreement;

D. Upgrades and/or remodels the SCOOTER'S COFFEE Store and its operations at the Franchisee's sole expense to conform with the then current Operations Manual;

E. Executes a general release, in a form satisfactory to the Franchisor, of any and all claims against the Franchisor and its affiliates, and their respective officers, directors, employees and agents arising out of or relating to this Agreement;

F. Pays by ACH a franchise renewal fee of $10,000 or 25% of the then-current initial franchise fee for a new Store, whichever is greater; and

G. Provide evidence of property control for the duration of the new franchise agreement.

17.3 Exercise of Option for Successor Franchise. The Franchisee may exercise its option for a successor franchise by giving written notice of such exercise to the Franchisor not earlier than one year nor later than 180 days prior to the scheduled expiration of this Agreement, and such successor franchise rights shall become effective when the Franchisee and the Franchisor sign the then-current Franchise Agreement, which agreement may contain terms materially different from those in this Agreement.

17.4 Conditions of Refusal. The Franchisor shall not be obligated to offer the Franchisee a successor franchise upon the expiration of this Agreement if the Franchisee fails to comply with any of the above conditions of renewal. In such event (except for failure to execute the then current Franchise Agreement or pay the successor franchise fee), the Franchisor shall give notice of expiration at least 90 days prior to the expiration of the term (or such longer notice as required by applicable law), and such notice shall state the reasons for such refusal to offer successor franchise rights. Upon the expiration of this Agreement, the Franchisee shall comply with the provisions of Section 18.4 below.

17.5 Expired Agreement. If the Franchisee does not satisfy all the conditions to renewal in Section 17.2 of this Agreement before the end of the initial term of this Agreement and continues to accept the benefits of this Agreement after the expiration of this Agreement, then, at the option of Franchisor, this Agreement may be treated either as:

A. Expired as of the date of expiration, with Franchisee then operating a Store without the right to do so and in violation of Franchisor's rights; or

B. Continued on a month-to-month basis (the "**Interim Period**") until Franchisor or Franchisee provides the other party with written notice of such party's intention to terminate the Interim Period, in which case the Interim Period will terminate 30 days after receipt of the notice to terminate the Interim Period. If Franchisor elects to continue the Agreement on a month-to-month basis as described in this Section, all obligations of Franchisee shall remain in full force and effect during the Interim Period as if this Agreement had not expired, and all obligations and

restrictions imposed upon Franchisee on the expiration of this Agreement shall be deemed to take effect upon the termination of the Interim Period.

18. DEFAULT AND TERMINATION

18.1 Termination by Franchisor - Effective upon Notice. Franchisee will be in default, Franchisor shall have the right, at its option, to immediately terminate this Agreement and all rights granted the Franchisee hereunder, without affording the Franchisee any opportunity to cure, effective upon Franchisee's receipt of notice of termination upon the occurrence of any of the following events:

A. Unauthorized Disclosure. If the Franchisee, a Principal Owner or any other person under the Franchisee's or Principal Owner's control intentionally or negligently discloses to any unauthorized person, or copies or reproduces, the contents of or any part of the Franchisor's Operations Manual, any customer lists and data or any other trade secrets or confidential information of the Franchisor;

B. Abandonment. If the Franchisee ceases to operate the SCOOTER'S COFFEE Store or otherwise abandons the SCOOTER'S COFFEE Store for a period of three consecutive days, or any shorter period that indicates an intent by the Franchisee to discontinue operation of the SCOOTER'S COFFEE Store;

C. Insolvency; Bankruptcy. If the Franchisee or any Guarantor becomes insolvent or is adjudicated a bankrupt; or any action is taken by the Franchisee or Guarantor, or by others against the Franchisee or Guarantor under any insolvency, bankruptcy or reorganization act, (this provision may not be enforceable under federal bankruptcy law, 11 U.S.C. §§ 101 et seq.), or if the Franchisee or Guarantor makes an assignment for the benefit of creditors, or a receiver is appointed by the Franchisee or Guarantor;

D. Unsatisfied Judgments; Levy; Foreclosure. If any material judgment (or several judgments which in the aggregate are material) is obtained against the Franchisee and remains unsatisfied or of record for 30 days or longer (unless a supersedeas or other appeal bond has been filed); or if execution is levied against the Franchisee's business or any of the property used in the operation of the SCOOTER'S COFFEE Store and is not discharged within five days; or if the real or personal property of the Franchisee's business shall be sold after levy thereupon by any sheriff, marshal or constable;

E. Criminal Offense or Other Conduct. If the Franchisee or any of the Franchisee's officers, directors, the Designated Manager or any Principal Owner is convicted of or pleads guilty to or no contest to a felony, a crime involving moral turpitude, or any other crime, offense or conduct that Franchisor reasonably believes will injure the System, Marks, or the associated goodwill and reputation thereof, or if Franchisor has proof that Franchisee or any such individual has committed such crime or offense or engaged in such conduct or other unacceptable behavior or disparagement of the SCOOTER'S COFFEE brand or management;

F. Failure to Make Payments. If the Franchisee fails to pay any amounts due the Franchisor or affiliates within 10 days after receiving notice that such fees or amounts are overdue;

G. Misuse of Marks. If the Franchisee misuses any of the Marks and fails to correct the misuse within 10 days after notification from the Franchisor, or such earlier period as Franchisor reasonably directs;

H. Repeated Noncompliance. If the Franchisee has received three notices of default from the Franchisor within a 12-month period, regardless of whether the defaults were cured by the Franchisee;

I. Unauthorized Transfer. If the Franchisee sells, transfers or otherwise assigns the franchise, an interest in the franchise or the Franchisee entity, this Agreement, the SCOOTER'S COFFEE Store or all or any of the assets of the SCOOTER'S COFFEE Store owned by the Franchisee without complying with the provisions of Article 16 above;

J. Health or Safety Violations. If Franchisee is found to be in violation of any applicable health, safety, sanitation or handicapped access laws, regulations or codes, by any governmental official, and fails to cure any such violation within 72 hours after receiving notice thereof;

K. Deceptive Practices. The Franchisee engages in any unauthorized business or practice or sells any unauthorized products or services under the Franchisor's Marks or under a name or mark which is confusingly similar to the Franchisor's Marks;

L. Failure to Pay Taxes. The Franchisee fails to pay any taxes in accordance with Section 10.1(E) above;

M. Misrepresentations and Omissions. If Franchisee intentionally under-reports Net Sales, falsifies financial data, or otherwise commits an act of fraud with respect to the acquisition of a SCOOTER'S COFFEE franchise or its rights or obligations under this Agreement;

N. Default of Other Material Agreements. If the Franchisee (i) loses the right to occupy the Store's premises because of a default under the Franchisee's lease, (ii) defaults under the terms of any other agreement related to use or operation of the Store and fails to cure such default under any applicable cure period, (iii) defaults under the terms of any other franchise agreement or other agreement between Franchisor and Franchisee (or an affiliate of Franchisee) and fails to cure such default under any applicable cure period, or (iv) defaults under the terms of any loan agreement, financing agreement, or similar instrument that Franchisee has entered into in connection with the Store and fails to cure such default under any applicable cure period; or

O. Withholding Data or Electronic Funds. If Franchisee fails to submit when due sales reports or financial statements to Franchisor, withholds Franchisor's access to accounting or financial systems or data, revokes any electronic-funds transfer or direct debt authorization, or initiates any stop payments against Franchisor, and such failure continues for 10 days after notice from the Franchisor.

18.2 Termination by Franchisor - 30 Days' Notice. The Franchisor shall have the right to terminate this Agreement (subject to any state laws to the contrary, where state law shall prevail), effective upon 30 days' written notice to the Franchisee, if the Franchisee breaches any other provision of this Agreement, including if the Franchisee fails to comply with the Operations Manual, and fails to cure the default during such 30-day period. In that event, this Agreement will terminate without further notice to the Franchisee. Notwithstanding the foregoing, if the breach is curable, but is of a nature which cannot be reasonably cured within such 30-day period and the Franchisee has commenced and is continuing to make good faith efforts to cure the breach during such 30-day period, as determined by Franchisor, the Franchisor may (but is not required to) give Franchisee an additional reasonable period of time to cure the same, and this Agreement shall not terminate. If the Franchisee breaches the Franchisee's obligations under this Agreement and fails to cure the default during the cure period provided, the Franchisee must pay the

Franchisor a fee of up to $500 per month until the default is cured (the "**Standard Default Fee**"). The Standard Default Fee is in addition to any fee levied by the BPC and in addition to any other rights Franchisor may have under this Agreement or otherwise.

18.3 **Right to Purchase**. If this Agreement expires or is terminated for any reason, the Franchisor has the option, upon 60 days' written notice from the date of expiration or termination, to purchase from the Franchisee any or all of the tangible and intangible assets relating to the Franchisee's SCOOTER'S COFFEE Store (excluding any unsalable inventory, cash, short-term investments and accounts receivable) as Franchisor determines (collectively, the "**Purchased Assets**") and to obtain an assignment of the Franchisee's lease for (1) the Franchised Location (or, if an assignment is prohibited, a sublease for the full remaining term under the same provisions as the Franchisee's lease) and (2) any other tangible leased assets used in operating the SCOOTER'S COFFEE Store. If the landlord of the Franchised Location is an affiliate of the Franchisee, the Franchisor will have the right to assume the lease for the Franchised Location on the following terms: (a) for a lease term equal to at least 10 years, with two five-year renewal options and (b) terms that are otherwise generally consistent with then-current market rates for space in the immediate area surrounding the Franchised Location. The Franchisor may assign this option to purchase and assignment of leases separate and apart from the remainder of this Agreement.

The purchase price for the SCOOTER'S COFFEE Store will be the "**Book Value**" (as defined below) of the Purchased Assets. "**Book Value**" means the net book value of the Purchased Assets, as disclosed in the financial and accounting reports Franchisee provided to Franchisor under Section 15.1 before termination or expiration, provided, however, that: (1) each depreciable asset will be valued on a "**straight-line**" basis without provision for salvage value; (2) Franchisor may exclude from the Purchased Assets any products or other items that were not acquired in compliance with this Agreement; and Franchisor may exclude from Book Value any provision for goodwill or similar value attributable to intangible property. If Franchisor is not satisfied with the accuracy or fairness of any financial statements, or none has been submitted, an appraiser designated by Franchisor will determine the Book Value. Franchisor and Franchisee will equally bear the cost of the audit. The results of the audit will be final and binding on both parties.

The purchase price, as determined above, will be paid in cash at the closing of the purchase, which will occur no later than 60 days after the Franchisor delivers notice of its election to purchase the SCOOTER'S COFFEE Store, unless Book Value is determined by audit, in which case the closing will occur within a reasonable time, not to exceed 60 days, after the results of the audit are made available. At the closing, Franchisee will deliver documents transferring good and merchantable title to the assets purchased, free and clear of all liens, encumbrances and liabilities to Franchisor or its designee and such other documents Franchisor may reasonably request to permit it to operate the SCOOTER'S COFFEE Store without interruption. Franchisor may set off against and reduce the purchase price by all amounts Franchisee owes to Franchisor or any of its affiliates. If Franchisor exercises its option to purchase, Franchisor may, pending the closing, appoint a manager to maintain operation of the SCOOTER'S COFFEE Store.

The Franchisor and the Franchisee agree that the terms and conditions of this right and option to purchase may be recorded, if deemed appropriate by the Franchisor, in the real property records and the Franchisor and the Franchisee further agree to execute such additional documentation as may be necessary and appropriate to effectuate such recording.

If the Franchisor does not exercise the Franchisor's right to purchase the Franchisee's SCOOTER'S COFFEE Store as described above, the Franchisee will be free to keep or to sell, after such termination or expiration, to any third party, all of the physical assets of its SCOOTER'S COFFEE Store; provided, however, that all appearances of the Marks are first removed in a manner approved in writing by the

Franchisor. The Franchisor will only be obligated to purchase any assets of the SCOOTER'S COFFEE Store in the event and to the extent it is required by applicable state or federal law.

18.4 Obligations of Franchisee upon Termination or Expiration. The Franchisee is obligated upon termination or expiration of this Agreement to immediately:

A. Pay to the Franchisor all Royalties, Marketing Contributions, other fees, and any and all amounts or accounts payable then owed the Franchisor or its affiliates pursuant to this Agreement, or pursuant to any other agreement between the parties;

B. Cease to identify itself as a SCOOTER'S COFFEE franchisee or publicly identify itself as a former Franchisee or use any Marks, trade secrets, signs, symbols, devices, trade names, or other materials of the Franchisor;

C. Cease to identify the Franchised Location as being, or having been, associated with the Franchisor, de-identify the premises of the Franchised Location within 5 days of termination or expiration of the Agreement, and immediately cease using any proprietary mark of the Franchisor or any mark in any way associated with the Marks and System;

D. Deliver to the Franchisor all signs, sign-faces, advertising materials, forms and other materials bearing any of the Marks or otherwise identified with the Franchisor and obtained by and in connection with this Agreement;

E. Deliver to the Franchisor the Operations Manual and all other information, documents and copies thereof which are proprietary to the Franchisor;

F. Promptly take such action as may be required to cancel all fictitious or assumed names or equivalent registrations relating to its use of any Marks which are under the exclusive control of the Franchisor or, at the option of the Franchisor, assign the same to the Franchisor;

G. Notify the telephone company and all telephone directory publishers of the termination or expiration of the Franchisee's right to use any telephone number and any regular, classified or other telephone directory listings associated with any Mark and to authorize the transfer thereof to the Franchisor or its designee. The Franchisee acknowledges that, as between the Franchisee and the Franchisor, the Franchisor has the sole rights to and interest in all telephone, telecopy or facsimile machine numbers and directory listings associated with any Mark. The Franchisee authorizes the Franchisor, and hereby appoints the Franchisor and any of its officers as the Franchisee's attorney-in-fact, to direct the telephone company and all telephone directory publishers to transfer any telephone, telecopy or facsimile machine numbers and directory listings relating to the SCOOTER'S COFFEE Store to the Franchisor or its designee, should the Franchisee fail or refuse to do so, and the telephone company and all telephone directory publishers may accept such direction or this Agreement as conclusive of the Franchisor's exclusive rights in such telephone numbers and directory listings and the Franchisor's authority to direct their transfer;

H. Comply with all post-termination obligations under the Software Access Agreement, including the return of all materials relating to the Proprietary Software;

I. Abide by all restrictive covenants described in Article 20 of this Agreement; and

J. Comply with Franchisor's purchase option, including Franchisor's right to assume the existing lease for the Store.

All obligations of Franchisor and Franchisee which expressly or by their nature survive the expiration or termination of this Agreement will continue in full force and effect following its expiration or termination and until they are satisfied or expire. Franchisee must complete all of the above items within five days of the termination effective date, unless Franchisee receives Franchisor's prior written consent for a longer period.

18.5 **Acknowledgement**. Franchisee acknowledges and agrees that, in addition to all other available remedies, Franchisor shall have the right to recover from Franchisee and Guarantor(s) all lost future Royalties and Marketing Contributions through and including the remainder of the then-current term of this Agreement if Franchisor terminates this Agreement as described in Sections 18.1 or 18.2 above due to Franchisee's breach of this Agreement.

18.6 **State and Federal Law**. The parties acknowledge that in the event that the terms of this Agreement regarding termination or expiration are inconsistent with applicable state or federal law, such law shall govern the Franchisee's rights regarding termination or expiration of this Agreement.

18.7 **Termination by Franchisee**. Franchisee may terminate this Agreement and the Franchise granted hereunder effective ten (10) days after delivery to Franchisor of written notice of termination, if Franchisee is in compliance with this Agreement and Franchisor materially breaches this Agreement and fails to cure the breach within thirty (30) days after written notice of the breach is delivered to Franchisor.

19. BUSINESS RELATIONSHIP

19.1 **Independent Contractor**. It is understood and agreed by the parties hereto that this Agreement does not create a fiduciary relationship between them; that Franchisee shall be an independent contractor; and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venture, partner, employee, or servant of the other for any purpose. Further, neither party is liable or responsible for the other's debts or obligations, nor shall either party be obligated for any damages to any person or property directly or indirectly arising out of the operation of the other party's business authorized by or conducted pursuant to this Agreement. At all times during the term of this Agreement and any extensions hereof, Franchisee shall hold itself out to the public as an independent contractor operating the business pursuant to a franchise from Franchisor.

19.2 **Third Party Payments.**

A. **Payment of Third Party Obligations.** Except as set forth in Section 19.2.B below, the Franchisor shall have no liability for the Franchisee's obligations to pay any third parties, including any product vendors, or any sales, use, service, occupation, excise, gross receipts, income, property or other tax levied upon the Franchisee, the Franchisee's property, the SCOOTER'S COFFEE Store or upon the Franchisor in connection with the sales made or business conducted by the Franchisee (except any taxes the Franchisor is required by law to collect from the Franchisee with respect to purchases from the Franchisor).

B. **Payments for Amounts Due to Third Party Vendors**. Franchisee acknowledges that from time-to-time the Franchisor may negotiate agreements or other arrangements with third party vendors who will provide services, products or other items to the Franchisee. In such event, Franchisor may collect amounts from the Franchisee to reimburse the Franchisor or its affiliate for such payments. All such amounts shall be paid at the time and by the method required by Franchisor. The Franchisor may also charge an administrative fee up to 10% of each payment collected for reimbursement of costs incurred by the Franchisor.

19.3 **Indemnification**. The Franchisee shall at all times defend, indemnify, and hold harmless to the fullest extent permitted by law the Franchisor, its subsidiaries, affiliates, successors and assigns, and their respective shareholders, directors, officers, employees, agents, and representatives, and all others (the "**Indemnified Parties**") against, and to reimburse them for all losses, expenses and fines incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry, or any settlement thereof which arises out of or is based upon or related to this Agreement, the operation of Franchisee's SCOOTER'S COFFEE Store, the activities conducted under this Agreement, the Franchisee's or Franchisee's employees' actions or inactions, or the Franchisee's failure to comply with any applicable laws or regulation, including all food safety and menu labeling laws. For purposes of this indemnification, claims shall mean and include all obligations, actual and consequential damages and costs reasonably incurred in the defense of any claim against the Indemnified Parties, including reasonable accountants', attorneys' and expert-witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses. The Franchisor shall have the right to defend any such claim against it. This indemnity shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

20. RESTRICTIVE COVENANTS

20.1 **Non-Competition During Term**. The Franchisee acknowledges that, in addition to the license of the Marks hereunder, the Franchisor has also licensed commercially valuable information which comprises and is a part of the System, including operations, marketing, advertising and related information and materials and that the value of this information derives not only from the time, effort and money which went into its compilation, but from the usage of the same by all the franchisees of the Franchisor using the Marks and System. The Franchisee therefore agrees that other than in connection with the SCOOTER'S COFFEE Store licensed herein, neither the Franchisee nor any of the Franchisee's Principal Owners, officers, directors, shareholders, members, or partners, nor any spouse of the Franchisee or any of these individuals shall, during the term of this Agreement:

A. have any direct or indirect interest as a disclosed or beneficial owner in a "**Competitive Business**" as defined below;

B. perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business; or

C. divert or attempt to divert any business related to, or any customer or account of, the SCOOTER'S COFFEE Store, the Franchisor's business or any other SCOOTER'S COFFEEHOUSE, or SCOOTER'S COFFEE, franchisee's business, by direct inducement or otherwise, or diverting or attempting to divert the employment of any employee of the Franchisor or another franchisee licensed by the Franchisor to use the Marks and System, to any Competitive Business by any direct inducement or otherwise. Franchisee shall be liable to Franchisor for any breach of this covenant by Franchisee, or its Principal Owners, officers, directors, shareholders, or partners, or any spouse of the Franchisee or any of the aforementioned individuals.

The term "**Competitive Business**" as used in this Agreement shall mean any business operating, or granting franchises or licenses to others to operate, a food service business deriving more than 20% of its gross receipts from the sale of espresso-based drinks, specialty coffee, or smoothies (except in connection with the operation of a SCOOTER'S COFFEE Store operated under a valid franchise agreement with Franchisor or any affiliate); provided, however, the Franchisee shall not be prohibited from owning securities in a Competitive Business if such securities are listed on a stock exchange or traded on the over-the-counter market and represent 5% or less of that class of securities issued and outstanding.

20.2 Post-Termination Covenant Not to Compete. Upon termination or expiration of this Agreement for any reason or the transfer by Franchisee of its rights under this Agreement or otherwise, and for a period of 2 years commencing on the effective date of such termination, expiration or transfer, or the date on which the Franchisee or individual begins to comply with this Section, whichever is later, neither the Franchisee nor any of its Principal Owners, officers, directors, shareholders, partners or members shall have any direct or indirect interest (through a spouse of the Franchisee or any of these named individuals or otherwise), as an owner, investor, partner, director, officer, employee, consultant, representative or agent or in any other capacity in any Competitive Business located or operating: (a) within a 10 mile radius of the former Franchised Location; (b) within the Non-Exclusive Search Area stated in Exhibit 1 if no Franchised Location has been approved by the Franchisor at the time of termination, expiration, or transfer of this Agreement; or (c) within a 10 mile radius of any other SCOOTER'S COFFEE Store in operation at the time of termination or expiration of this Agreement or transfer by Franchisee of its rights under this Agreement or otherwise. The Franchisee and its Principal Owners, officers, directors, shareholders, partners and members expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, the Franchisee acknowledges that enforcement of the covenants made in this Section 20.2 will not deprive them of their personal goodwill or ability to earn a living.

20.3 Confidentiality of Information. The Franchisee shall treat all information it receives which comprises or is a part of the System licensed hereunder as proprietary and confidential and will not use such information in an unauthorized manner or disclose the same to any unauthorized person without first obtaining the Franchisor's written consent. Notwithstanding any other provision of this Agreement, there may be certain, limited circumstances where applicable law allows for the disclosure of certain confidential information in limited circumstances, as specified in the Operations Manual. The Franchisee acknowledges that the Marks and the System have valuable goodwill attached to them, that the protection and maintenance thereof is essential to the Franchisor and that any unauthorized use or disclosure of the Marks and System will result in irreparable harm to the Franchisor. For the avoidance of doubt, the Franchisee may not use confidential or proprietary information for the purpose of machine learning, augmented human intelligence development, training any artificial intelligence ("AI") model, algorithm improvement, or similar data aggregation activities without the express written consent of the Franchisor. Such uses shall not be deemed related to the performance of this Agreement and are expressly prohibited. The Franchisee shall not, without the prior written consent of the Franchisor, input any confidential or proprietary information into any generative AI platform, or disclose such information to any provider or source of generative AI services. The Franchisee shall opt out of allowing any provider or source of generative AI to utilize confidential or proprietary information for training of any AI model or for other purposes.

20.4 Confidentiality/Noncompete Agreement. The Franchisee agrees to cause each of its Principal Owners, officers, directors, partners, shareholders, members and Designated Manager, and, if applicable, the spouse of the Franchisee and any of the aforementioned individuals, to execute a confidentiality agreement or a nondisclosure and noncompetition agreement containing one or more of the above restrictions, in a form the Franchisor directs.

21. INSURANCE

21.1 Insurance Coverage. The Franchisee shall procure at least 30 days before opening the Store, and thereafter throughout the term of this Agreement, maintain and provide evidence of insurance for the Store and its equipment and operations, of the types, in the amounts, and with such terms and conditions as the Franchisor may from time to time reasonably prescribe. The insurance policy or policies must be written by an insurance company that Franchisor has approved in writing and that has an A.M. Best rating of A- or higher. Such insurance is in addition to any other insurance that may be required by

applicable law, your landlord, or otherwise. The minimum initial insurance requirements for each Store owned by Franchisee (unless otherwise noted) are as follows:

A. Commercial general liability insurance (including bodily injury, property damage, products, completed operations, independent contractors', and advertising liability coverage) on an occurrence basis which provides minimum single limit protection of $1,000,000 per occurrence and $2,000,000 aggregate;

B. Property and casualty insurance coverage insuring Franchisee's inventory, equipment, construction of Franchisee's improvements, and Franchisee's completed Store for the full replacement value;

C. Workers' compensation, employer's liability and such other insurance to meet the greater of all applicable legal requirements of the state where Franchisee operates the SCOOTER'S COFFEE Store or the then-current minimum levels of coverage as the Franchisor periodically requires;

D. Automobile liability insurance to cover all owned, non-owned, and hired vehicles in the amount of $1,000,000 combined single limit; and

E. Umbrella coverage with a minimum limit of $1,000,000 per occurrence and $1,000,000 aggregate (cumulative) for 4 or fewer Stores and a minimum limit of $3,000,000 per occurrence and $3,000,000 aggregate limit (cumulative) for five or more Stores.

All policies and certificates must name Franchisor and its officers, directors, partners, members, affiliates, subsidiaries and employees as additional insured parties of all of the policies. The commercial general liability, automobile liability, workers' compensation, and umbrella coverage policies must include a waiver of subrogation in favor of the Franchisor. The Franchisor reserves the right to require the Franchisee to obtain insurance from a designated carrier.

21.2 Proof of Insurance Coverage. At least 30 days prior to the time Franchisee must obtain any insurance, and thereafter at least 30 days prior to the expiration of any such policy and at such other times as Franchisor may reasonably request, Franchisee shall deliver to Franchisor, certificates of insurance, endorsements, insurance declarations and/or other documents requested by Franchisor, evidencing the proper coverage with limits not less than those required by Franchisor. All certificates shall expressly provide that no less than 30 days' prior written notice shall be given Franchisor in the event of material alteration to, cancellation, or non-renewal of the coverages evidenced by such certificates. If Franchisee fails to obtain the required insurance or to provide evidence reasonably satisfactory to Franchisor of the insurance policies required by this Agreement, Franchisor shall obtain such required policies on Franchisee's behalf, and Franchisee agrees that it will promptly reimburse Franchisor for all costs related to obtaining such policies upon notice from Franchisor.

21.3 Modification of Insurance Requirements. The Franchisor has the right to change the types and minimum amounts of insurance the Franchisee is required to maintain at any time.

21.4 Noncompliance. Noncompliance with the insurance provisions stated herein shall be deemed a material breach of this Agreement; and in the event of any lapse in insurance coverage, in addition to all other remedies, the Franchisor shall have the right to demand that the Franchisee cease operations of the SCOOTER'S COFFEE Store until coverage is reinstated, or, in the alternative, pay any delinquencies in premium payments and charge the same back to the Franchisee.

22. DISPUTE RESOLUTION

22.1 **Mediation**. Except as otherwise stated in this Section 22.1, the parties agree to submit any claim, controversy or dispute arising out of relating to this Agreement (and attachments) or the relationship created by this Agreement to non-binding mediation before bringing such claim, controversy or dispute to arbitration or to a court. The mediation will be conducted either through an individual mediator or a mediator appointed by a mediation services organization, experienced in the mediation of disputes between Franchisor and Franchisee, agreed upon by the parties. If the parties do not agree on a mediator or mediation services organization within 15 days after either party has notified the other of its desire to seek mediation, the dispute will be mediated by the American Arbitration Association pursuant to its rules governing mediation, in the county where Franchisor's headquarters is located. The costs and expenses of mediation, including compensation of the mediator, will be borne equally by the parties. If the parties cannot resolve the claim, controversy or dispute within 60 days after conferring with the mediator, either party may submit such claim, controversy for binding arbitration as described in Section 22.2 below. Franchisor may bring an action under the applicable provisions of this Section 22, without first submitting the action to mediation under this Section 22.1, for injunctive relief or for monies Franchisee owes Franchisor.

22.2 **Arbitration**. Except to the extent Franchisor elects to enforce the provisions of this Agreement by injunction as provided in Section 22.3 below, all controversies, disputes or claims between Franchisor, its subsidiaries and affiliated companies and their shareholders, officers, directors, agents, employees and attorneys (in their representative capacity) and the Franchisee (and its Principal Owners and other owners, if applicable) arising out of or related to this Agreement or the making, performance or interpretation thereof (including claims of fraud in the inducement and other claims of fraud and the arbitrability of any matter) or any other agreement between the parties or any provision of such agreements that have not been settled by or are not otherwise subject to mediation as described in Section 22.1 above, will be determined by an arbitrator in arbitration on an individual basis under the authority of the Federal Arbitration Act in Omaha, Nebraska. Such arbitration proceedings shall be heard by one arbitrator in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association, or the rule of such other arbitration services organization as the parties otherwise may agree upon in writing, to the extent such rules are not inconsistent with the provisions of this arbitration provision.

The arbitrator will have a minimum of five years' experience in franchising or distribution law and will have the right to award or include in the award any relief the arbitrator deems proper in the circumstances, including money damages (with interest on unpaid amounts from the date due), specific performance, and attorneys' fees and costs, consistent with Section 22.6 below, provided that the arbitrator shall not award exemplary or punitive damages. The decision of the arbitrator will be final and binding on all parties; provided, however, the arbitrator may not under any circumstances: stay the effectiveness of any pending termination of this Agreement; (2) assess punitive or exemplary damages; or (3) make any award which extends, modifies or suspends any lawful term of this Agreement or any reasonable standard of business performance set by Franchisor. Each party waives any right to contest the validity or enforceability of such award. The parties shall be bound by the provisions of any applicable limitation on the period of time by which claims must be brought under applicable law or this Agreement, whichever is less. In connection with any such arbitration proceeding, each party shall file any compulsory counterclaim (as defined by Rule 13 of the Federal Rules of Civil Procedure) within 30 days after the date of the filing of the claim to which it relates. This provision shall continue in full force and effect subsequent to and notwithstanding the expiration or termination of this Agreement.

Arbitration shall be conducted on an individual, not a class wide, basis and an arbitration proceeding between the Franchisor and the Franchisee shall not be consolidated with any other arbitration proceeding involving the Franchisor and any other person, corporation or partnership.

22.3 **Injunctive Relief**. Notwithstanding Sections 22.1 and 22.2 above, the Franchisee recognizes that a single franchisee's failure to comply with the terms of its agreement could cause irreparable damage to Franchisor and/or to some or all other SCOOTER'S COFFEE® franchisees. Therefore, if the Franchisee breaches or threatens to breach any of the terms of this Agreement, the Franchisor will be entitled to an injunction restraining such breach and/or a decree of specific performance, without showing or proving any actual damage, together with recovery of reasonable attorneys' fees and other costs incurred in obtaining such equitable relief, until such time as a final and binding determination is made by the arbitrator.

22.4 **Governing Law/Consent to Jurisdiction**. All disputes to be arbitrated by Franchisor and Franchisee shall be governed by the Federal Arbitration Act and no procedural arbitration issues are to be resolved pursuant to any state statutes, regulations or common law. Except to the extent governed by the United States Trademark Act of 1946 (Lanham Act, 15 U.S.C. Sections 1051 et seq.), the Federal Arbitration Act or other federal law, this Agreement shall be interpreted under the laws of the state of Nebraska and any dispute between the parties shall be governed by and determined in accordance with the substantive laws of the state of Nebraska, which laws shall prevail in the event of any conflict of law. The parties agree that the Nebraska Franchise Practices Act or any other state law or regulation applicable to the offer or sale of franchises or the franchise relationship, will not apply unless the jurisdictional provisions are independently met. The Franchisee and the Franchisor have negotiated regarding a forum in which to resolve any disputes which may arise between them and have agreed to select a forum in order to promote stability in their relationship. Therefore, if a claim is asserted in any arbitration or legal proceeding involving the Franchisee, its Principal Owners, employees, officers or directors (collectively, "**Franchisee Affiliates**") and the Franchisor, its employees, officers, or directors (collectively, "**Franchisor Affiliates**") the exclusive venue for disputes between them shall be in the state and federal courts of Nebraska or in Omaha, Nebraska (respecting any arbitration), and each party shall waive any objection either may have to the personal jurisdiction of or venue in such courts or location for arbitration. Franchisor, Franchisor Affiliates, Franchisee and Franchisee Affiliates each waive their rights to a trial by jury.

22.5 **Waiver of Damages**. FRANCHISEE, FRANCHISOR AND THEIR RESPECTIVE AFFILIATES AGREE TO WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE RIGHT TO OR A CLAIM FOR ANY PUNITIVE OR EXEMPLARY DAMAGES AGAINST THE OTHER AND AGREE THAT IN THE EVENT OF ANY DISPUTE BETWEEN US, EACH WILL BE LIMITED TO THE RECOVERY OF ACTUAL DAMAGES SUSTAINED BY IT.

22.6 **Attorney Fees**. The non-prevailing party will pay all costs and expenses, including reasonable attorneys' fees, the prevailing party incurs in any action brought to enforce any provision of this Agreement or to enjoin any violation of this Agreement.

22.7 **Brand Protection Committee**. The Franchisor may establish a Brand Protection Committee (the "**BPC**") to review certain claims the Franchisor may make against the Franchisee. So long as the BPC is in existence, if the Franchisor believes the Franchisee has violated any of the Franchisee's obligations under Section 8.1of this Agreement, the Franchisor may submit that claim to the BPC. (Unless both the Franchisor and the Franchisee agree, no claims or violation of any other provision of this Agreement may be submitted to the BPC.) If the Franchisor submits a claim for violation of Section 8.1 of this Agreement to the BPC, the BPC will review the claim, and if the BPC agrees a breach has occurred, it may levy a fee against the Franchisee of up to $500. If the Franchisee is found to be in breach and the Franchisee does not timely cure the breach, or if the Franchisee breaches Section 8.1 of this Agreement again, the BPC may levy a subsequent fee against the Franchisee of up to $1,000. All such fees are due upon demand by Franchisor and shall be paid via ACH. If the Franchisee fails to timely pay a fee that is levied by the BPC, that failure will be deemed a material breach of this Agreement. The submission of

claims to the BPC will not be the sole remedy for breach of Section 8.1 of this Agreement, and the Franchisor may also pursue any other remedies permitted under this Agreement or otherwise.

23. MISCELLANEOUS PROVISIONS

23.1 **Modification**. The Franchisor and/or the Franchisee may modify this Agreement only upon execution of a written agreement between the two parties. The Franchisee acknowledges that the Franchisor may unilaterally modify the Operations Manual in its sole discretion.

23.2 **Entire Agreement; Construction**. The exhibit(s) to this Agreement, and that certain Acknowledgment Agreement signed contemporaneously by the Franchisee are a part of this Agreement, which represents the entire agreement of the parties, and there are no other oral or written understandings or agreements between the Franchisee and the Franchisor relating to the subject matter of this Agreement. No modifications of this Agreement shall be effective except those in writing and signed by both parties. Nothing in this or in any related agreement, however, is intended to disclaim the representations the Franchisor made in the franchise disclosure document that it furnished to Franchisee. The word "including" will be construed to include the words "without limitation." The word "will" shall have the same meaning as the word "shall." If there is more than one party signing this Agreement as the Franchisee, the obligations of each of these parties hereunder shall be joint and several in each and every respect.

23.3 **Delegation by the Franchisor**. From time to time, the Franchisor shall have the right to delegate the performance of any portion or all of its obligations and duties hereunder to third parties, whether the same are agents of the Franchisor or independent contractors which the Franchisor has contracted with to provide such services. The Franchisee agrees in advance to any such delegation by the Franchisor of any portion or all of its obligations hereunder.

23.4 **No Waiver**. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by the Franchisor or the Franchisee shall be considered to imply or constitute a further waiver by the Franchisor or the Franchisee of the same or any other condition, covenant, right, or remedy. Franchisor's subsequent acceptance of any payments due to it hereunder shall not be deemed a waiver by Franchisor of any preceding or succeeding breach by Franchisee of any terms or conditions of this Agreement.

23.5 **No Right to Set Off**. The Franchisee shall not be allowed to set off amounts owed to Franchisor for Royalties, fees or other amounts due hereunder, against any monies owed to Franchisee, which right of set off is hereby expressly waived by the Franchisee.

23.6 **Invalidity**. If any provision of this Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, such provision shall be deemed modified to eliminate the invalid element and, as so modified, such provision shall be deemed a part of this Agreement as though originally included. The remaining provisions of this Agreement shall not be affected by such invalidity or modification.

23.7 **Notices**. All notices permitted or required to be delivered pursuant to this Agreement shall be deemed so delivered:

A. when delivered by hand;

B. three (3) days after placed in the United States mail by registered or certified mail, return receipt requested, postage prepaid, or one (1) business day after placed in the hands of an overnight courier, for next day delivery, and in either case addressed to the party to be

notified at its most current principal business address of which the notifying party has been notified (which, in the case of Franchisee, includes the address of the Store); or

C. one (1) business day after being sent via email to the party to be notified as follows: if to Franchisor, to notices@scooterscoffee.com and if to Franchisee, the latest email address of the Principal Owner on-file with Franchisor.

Notice of change of principal business address or email address shall also be governed by this section.

23.8 Franchisor Business Judgment. The following provisions will apply to and govern the interpretation of this Agreement, the parties' rights under this Agreement and the relationship between the parties:

A. Franchisor's Rights. Whenever this Agreement provides that the Franchisor has a certain right, that right is absolute and the parties intend that the Franchisor's exercise of that right will not be subject to any limitation or review. The Franchisor has the right to operate, administrate, develop and change the System in any manner that is not specifically precluded by the provisions of this Agreement.

B. Franchisor's Reasonable Business Judgment. Whenever the Franchisor reserves discretion in a particular area or where the Franchisor agrees or is required to exercise its rights reasonably or in good faith, the Franchisor will satisfy its obligations whenever it exercises "**reasonable business judgment**" in making its decision or exercising its rights. A decision or action by the Franchisor will be deemed to be the result of "**reasonable business judgment**," even if other reasonable or even arguably preferable alternatives are available, if the Franchisor's decision or action is intended to promote or benefit the System generally even if the decision or action also promotes a financial or other of the Franchisor's individual interests. Examples of items that will promote or benefit the System include enhancing the value of the Marks, improving customer service and satisfaction, improving product quality, improving uniformity, enhancing or encouraging modernization, and improving the competitive position of the System. Neither the Franchisee nor any third party (including a trier of fact) will substitute their judgment for the Franchisor's reasonable business judgment.

23.9 Notice of Potential Profits. The Franchisor advises Franchisee that Franchisor and/or its affiliates periodically may make available to Franchisee goods, products and/or services for use in the SCOOTER'S COFFEE Store, on the sale of which the Franchisor and/or its affiliates may make a profit. Franchisor further advises Franchisee that Franchisor and its affiliates periodically may receive consideration from suppliers and manufacturers respecting sales of goods, products or services to Franchisee or in consideration for services provided or rights licensed to such persons. Franchisee agrees that Franchisor and its affiliates will be entitled to such profits and consideration.

23.10 Force Majeure. If any party fails to perform any obligation under this Agreement due to a cause beyond the control of and without the negligence of such party, such failure will not be deemed a breach of this Agreement, provided such party uses its reasonable best efforts to perform such obligations within 30 days, or as soon as is reasonably possible under the circumstances, subject to the discretion and approval of Franchisor; provided, however, that if the breaching party believes that performance is still not possible after the 30-day period has expired, such party bears the burden of demonstrating why performance should continue to be excused. Such causes include strikes, wars, riots, civil commotion, and acts of government, except as may be specifically provided for elsewhere in this Agreement.

23.11 Acknowledgements.

A. Success of Franchised Business. The success of the business venture the Franchisee intends to undertake under this Agreement is speculative and depends, to a large extent, upon the Franchisee's (or the Principal Owner's) ability as an independent businessperson, and the Franchisee's active participation in the daily affairs of the Store as well as other factors. The Franchisor does not make any representation or warranty, express or implied, as to the potential success of the business venture.

B. Independent Investigation. The Franchisee acknowledges that he/she has entered into this Agreement after making an independent investigation of the Franchisor's operations and not upon any representation as to gross revenues, volume, potential earnings or profits which the Franchisee might be expected to realize, nor has anyone made any other representation, which is not expressly stated herein, to induce the Franchisee to accept this franchise and sign this Agreement.

C. Receipt of Documents. The Franchisee represents that he/she has read this Agreement in its entirety and that he/she has been given the opportunity to clarify any provisions that the Franchisee did not understand and to consult with any attorney or other professional advisor. The Franchisee further represents that he/she understands the provisions of this Agreement and agrees to be bound.

D. Review of Agreement. The Franchisee acknowledges that it had a copy of the Franchisor's Franchise Disclosure Document and this Agreement in its possession for a period of time not less than 14 calendar days, during which time the Franchisee has had the opportunity to submit it for professional review and advice of the Franchisee's choosing prior to freely executing this Agreement.

[*Signature Page Follows*]

Each of the undersigned have signed this Agreement to be effective as of the Effective Date.

FRANCHISOR:

SCOOTER'S COFFEE FRANCHISOR, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

FRANCHISEE:

(If Franchisee is a corporation or limited liability company)

_____
a(n) _____

By: _____
Name: _____
Title: _____

(If Franchisee is an individual owner(s), Franchisee must sign below; if a partnership, all partners must sign below)

_____
Franchisee

_____
Franchisee

_____
Franchisee

EXHIBIT 1
TO FRANCHISE AGREEMENT

ADDENDUM TO SCOOTER'S COFFEE FRANCHISOR, LLC FRANCHISE AGREEMENT

1. **Franchised Location**. The Franchised Location stated in Section 3.1 of the Agreement shall be: _____;

OR

If the Franchised Location is not determined as of the date of the Agreement, then the Non-Exclusive Search Area, referred to in Section 3.1 of the Agreement, within which the Franchisee shall, within 90 days from the date hereof, select and propose to the Franchisor for the Franchisor's consent a Franchised Location, is as follows: _____.

By execution hereof, the Franchisor consents to the above-stated Franchised Location, or the Non-Exclusive Search Area for the Franchised Location, and the Franchisee acknowledges and warrants that the Franchisor's consent does not constitute a guarantee, recommendation or endorsement of the Franchised Location or Non-Exclusive Search Area and that the success of the SCOOTER'S COFFEE Store to be operated from the Franchised Location is dependent upon the Franchisee's abilities as an independent businessperson; and, if the Franchised Location is designated.

2. **Initial Franchise Fee**. The Initial Franchise Fee in Section 4.1 of the Agreement is $_____.

3. **Training**. The following individual(s) shall attend the Franchisor's New Store Opening Training program, as described in Section 6.2 of the Agreement: _____, and, of these individual(s), the Designated Manager will be _____.

4. **Building Type**. The Building Type stated in Section 2.1 of the Agreement shall be (check one):

☐ Kiosk ☐ End Cap ☐ Other_____

5. **Construction**. In all other respects, the Franchise Agreement will remain in full force and effect.

[*Signature Page Follows*]

FRANCHISOR:

SCOOTER'S COFFEE FRANCHISOR, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

FRANCHISEE:

(If Franchisee is a corporation or limited liability company)

_____
a(n) _____

By: _____
Name: _____
Title: _____

(If Franchisee is an individual owner(s), Franchisee must sign below; if a partnership, all partners must sign below)

_____
Franchisee

_____
Franchisee

_____
Franchisee

EXHIBIT 1-A
TO FRANCHISE AGREEMENT

RIDER TO EXHIBIT 1
TO FRANCHISE AGREEMENT
FRANCHISED LOCATION CONSENT
DATED_____

1. **Franchised Location**. The Franchised Location stated in Section 3.1 of the Agreement shall be _____. By execution hereof, the Franchisor consents to the above-stated Franchised Location and the Franchisee acknowledges and warrants that the Franchisor's consent does not constitute a guarantee, recommendation or endorsement of the Franchised Location and that the success of the SCOOTER'S COFFEE Store to be operated at the Franchised Location is dependent on the Franchisee's abilities as an independent businessperson.

2. **Notices**. The business address for any notices mailed pursuant to Section 23.7 of the Agreement shall be changed to read as follows: _____.

3. **Ratification**. To the extent not amended herein, all other terms and conditions of the Franchise Agreement and Addendum shall remain in full force and effect as stated.

FRANCHISOR:	**FRANCHISEE:**
SCOOTER'S COFFEE FRANCHISOR, LLC a Delaware limited liability company	_____ a(n) _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

Exhibit 1-A-2
TO FRANCHISE AGREEMENT

NON-EXCLUSIVE SEARCH AREA

EXHIBIT 2
TO FRANCHISE AGREEMENT

STATEMENT OF OWNERSHIP

Franchisee: _____

Trade Name (if different from above): _____

Form of Ownership on the Effective Date (Check One)

_____ Individual	_____ Partnership	_____ Corporation	_____ Limited Liability Company

In the space below, provide the name and address of each partner, if Franchisee is a Partnership, and state (1) the percentage owned, (2) whether such partner is active in management, and (3) the state in which the partnership was formed.

If Franchisee is a Corporation or Limited Liability Company, (1) give the state and date of incorporation or organization, (2) state the names and addresses of each officer and director or manager, and (3) list the names and addresses of every shareholder or member, showing the percentage of stock or interest owned by each.

Also provide below the address where the Franchisee's financial records, and partnership, corporate or company records, as applicable, are maintained (Store location will be deemed the address unless otherwise stated below):

Franchisee is a _____ formed in the State of _____ on _____, with a business address of _____. It is owned by the following members:

Name	**Percentage Ownership**
_____	____%
_____	____%
_____	____%
_____	____%

Franchisee acknowledges that this Statement of Ownership applies to the SCOOTER'S COFFEE Store authorized under the Franchise Agreement.

Use additional sheets if necessary. Any and all changes to the above information during the term of the Franchise Agreement must be reported to the Franchisor in writing.

_____

EXHIBIT 3
TO FRANCHISE AGREEMENT

GUARANTY AND ASSUMPTION OF FRANCHISEE'S OBLIGATIONS

In consideration of, and as an inducement to, the execution of the above Franchise Agreement between Scooter's Coffee Franchisor, LLC ("**Franchisor**") and _____ ("**Franchisee**") by the Franchisor, each of the undersigned (referred to collectively, as "**Guarantor**") hereby personally and unconditionally agree to be personally bound by, and personally liable for the breach of, each provision in such Franchise Agreement, any Multi-Store Development Agreement between the Franchisee or its affiliate and the Franchisor, and any other agreement between the Franchisee or its affiliate and the Franchisor and any affiliate, and all amendments thereto or replacement agreements thereof (collectively, the "**Agreements**"), including the restrictive covenants, confidentiality, and indemnification obligations, the dispute resolution provisions, and those provisions found in Article 23 of the Franchise Agreement.

Each Guarantor waives the following:

1. Acceptance and notice of acceptance by the Franchisor of the foregoing undertaking;

2. Notice of the creation, existence or maturity of any obligations contained in the Agreements;

3. Notice of demand for payment or performance of any obligations contained in the Agreements;

4. Notice of default, extension of time, protest, presentment, and notice of dishonor and diligence in collection with respect to the obligations contained in the Agreements;

5. Any right he or she may have to require that any action be brought against the Franchisee or any other person as a condition of liability; and

6. Any and all other notices and legal or equitable defenses to which he or she may be entitled.

Guarantor consents and agrees that:

1. His or her liability under this Guaranty along with any other Guarantor shall be joint and several in each and every respect;

2. He or she shall render any payment or performance required under the Agreements upon demand if the Franchisee fails or refuses punctually to do so;

3. Such liability shall not be contingent or conditioned upon pursuit by the Franchisor of any remedies against the Franchisee or any other person; and

4. Such liability shall not be diminished, relieved or otherwise affected by any extension of time, credit or other indulgence which the Franchisor may from time to time grant to the Franchisee or to any other person, including the acceptance of any partial payment or performance, or the compromise or release of any claims or security, none of which shall in any way modify or amend this guaranty, which shall be continuing and irrevocable during the term of the Agreement, including renewals thereof.

Notwithstanding anything to the contrary in this Guaranty, Guarantor hereby irrevocably waives all rights he or she may have at law or in equity (including any law subrogating the Guarantor to the rights of Franchisor) to seek contribution, indemnification, or any other form of reimbursement from the Franchisee,

any other guarantor, or any other person now or hereafter primarily or secondarily liable for any obligations of the Franchisee to the Franchisor, for any disbursement made by the Guarantor under or in connection with this Guaranty or otherwise.

This Guaranty is continuing and covers all obligations to Franchisor or its affiliates, whether such obligations now exist or arise hereafter, regardless of whether at any point in time the obligations to the Franchisor may be paid in full or otherwise extinguished.

Guarantor acknowledges and agrees that this Guaranty may be revoked only by a writing signed by all parties hereto and that any such revocation shall be effective only as to any obligations incurred after the effective date of the revocation.

Guarantor hereby agrees to indemnify and hold the Franchisor harmless from and against any liability asserted against Franchisor based upon any claim or legal action filed against Franchisor based in whole or part upon a claim under 11 U.S.C. §547(b) or 11 U.S.C. §550 resulting from or connected with this Guaranty.

The provisions of Articles 22 and 23 of the Agreement will apply as to any interpretation or enforcement of this Guaranty, and the notice provisions of the Agreement will apply to any notice to either party, except that notice to Guarantors will be provided at the following alternative address (if applicable):

_____. If no address is provided, any notice to Guarantors will be sent to the address designated in Section 23.7 of the Agreement.

IN WITNESS WHEREOF, each of the undersigned has affixed his or her signature effective on the same day and year as the Agreement was executed.

WITNESS **GUARANTOR**

_____ _____

Name: _____

_____ _____

Name: _____

_____ _____

Name: _____

_____ _____

Name: _____

EXHIBIT 4
TO FRANCHISE AGREEMENT

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS

The undersigned depositor ("Franchisee") acknowledges that on or about _____, 202__, Franchisee and SCOOTER'S COFFEE FRANCHISOR, LLC ("Franchisor") entered into a Franchise Agreement ("Agreement") for the operation of a SCOOTER'S COFFEE franchise.

The Franchisee hereby (1) authorizes Franchisor to initiate electronic debit and/or credit correction entries to undersigned checking or savings account indicated below, within two business days, or as soon as administratively possible (2) authorizes the financial institution indicated below to debit such account pursuant to Franchisor's instruction.

Type of Account:

☐ Checking ☐ Savings Account

Financial Institution (Please Print) _____

Account Number at Financial Institution _____

Financial Institution Routing Number (ABA #)_____

Financial Institution City, State, and Zip Code _____

This Authorization is to remain in full force and effect until the underlying obligations of the Agreement have been satisfied in full or expressly released in writing by Franchisor. Franchisee expressly agrees that this Authorization will apply to any and all depositories and bank accounts that Franchisee opens during the term of the Agreement and any renewal terms.

Without limiting the above, Franchisee acknowledges and agrees that if Franchisee closes any bank account, Franchisee will:

1) immediately notify Franchisor in writing;
2) open or otherwise establish another bank account;
3) execute and deliver to Franchisor all documents necessary for Franchisor to begin and continue making withdrawals from such bank account/depository by ACH debiting or other electronic means.

Franchisee expressly acknowledges and agrees that this Authorization will be the only written authorization needed from Franchisee in order to initiate debit entries/ACH debit originations to Franchisee's bank account(s) established with any depository in the future.

_____

[Organization]

_____

[Authorized By]

_____

[Title]

EXHIBIT 5
TO FRANCHISE AGREEMENT

LEASE ADDENDUM

This **LEASE ADDENDUM** ("**Addendum**") is made as of this _____ day of _____, 20____, by and between _____, a _____, ("**Tenant**"), and _____, ("**Landlord**").

Landlord and Tenant are parties to that certain Lease of even date (the "Lease") covering the premises located at _____ (the "Premises") which Tenant will construct, or have constructed by Landlord, and thereafter operate a SCOOTER'S COFFEE® store (the "Store") under a Franchise Agreement between Tenant and SCOOTER'S COFFEE FRANCHISOR, LLC ("Franchisor"). Landlord and Tenant desire to amend the Lease to protect the various interests of Franchisor.

In consideration of the foregoing and the promises contained in the Lease, the parties agree as follows:

1. Permitted Use. Landlord and Tenant agree that so long as the Franchise Agreement remains in effect, Tenant may use the Premises only for a SCOOTER'S COFFEE® store and Tenant may offer for sale and sell at the Premises only those espresso drinks, smoothies, baked goods, and other related products and services, which Franchisor approves.

2. Notice of Default. Landlord will provide Franchisor, by certified US mail or a recognized overnight delivery service at the address provided in Section 12 below, a minimum of thirty (30) days notice of any default under the Lease before Landlord initiates any action to terminate the Lease or exercise any remedy for such default.

3. Cure. Franchisor will have the right, after Tenant has extinguished its notice and cure period provided in the Lease, to cure defaults under the Lease and Landlord will accept performance of obligations due under the Lease, as specified in the Lease, by either Franchisor or Tenant. Franchisor will not, however, be under any obligation to cure any default and nothing herein will require Franchisor at any time to comply with or take any action under the provisions of the Lease.

4. Rights of Franchisor After Cure. If Franchisor commences cure of any default under the Lease within the notice period described in Section 2 above, and if Franchisor thereafter diligently completes the cure of such default, Franchisor may, but will not be obligated to, give notice to Landlord and become the tenant under the Lease, in which event Landlord will not be entitled to terminate the Lease.

5. Assignment and Renewal. Landlord consents to an assignment or transfer of Tenant's rights under the Lease to Franchisor at any time during the term of the Lease; provided that such assignment or transfer is subject to Franchisor's written agreement to accept such assignment or transfer. Should Tenant fail to exercise a remaining extended term under the Lease within the time prescribed in the Lease, Landlord will give Franchisor notice of expiration of the term of the Lease and grant Franchisor the right, but not the obligation, to exercise any then-existing renewal rights under the Lease within thirty (30) day of Franchisor's receipt of Landlord's written notice thereof.

6. Right of Entry and Subordination. Landlord will give Franchisor access to the Store at reasonable times on not less than twenty-four (24) hours' notice (or such shorter notice as may be reasonable when circumstances dictate) either to inspect the Store for compliance with Franchisor's requirements, to remove from the Store any items bearing Franchisor's marks or logos or to take other action permissible

under the Franchise Agreement between Tenant and Franchisor. Additionally, Landlord subordinates any lien it may have in such items to Franchisor's rights as licensor of the marks or logos displayed on items or elsewhere in or about the Store.

7. Franchisor Rights Following Assignment. In the event of an assignment of the Lease from Tenant to Franchisor, Landlord agrees that after such assignment Franchisor may (i) enter into a sublease or assignment with any SCOOTER'S COFFEE Store franchisee without Landlord's further consent, or (ii) further assign the Lease to a person, firm or corporation who agrees to assume Tenant's obligations under the Lease and who is reasonably acceptable to Landlord. Except with respect to the Guaranty for the terms specified herein, Landlord further agrees that upon the occurrence of any such assignment, Franchisor will have no further liability or obligation under the Lease as tenant or otherwise, and that concurrent with such assignment, Landlord will enter into a replacement Lease Addendum by and between Franchisor and the new tenant.

8. Amendment, Extension or Renewal. Tenant and Landlord agree not to allow any surrender, amendment, modification or termination of the Lease without the prior written consent of Franchisor. Throughout the term of the Lease, Tenant agrees that it shall elect and exercise all options to extend the term of or renew the Lease not less than thirty (30) days prior to the last day such option must be exercised by Tenant under the Lease, unless Franchisor otherwise agrees in writing. Upon Tenants failure to exercise such renewal right as set forth above, Tenant hereby appoints Franchisor as its true and lawful attorney-in-fact to exercise such extension or renewal option in the name, place and stead of Tenant for the sole purpose of effecting such extension or renewal.

9. Vacating Premises. Upon vacating the Premises, or termination of the Franchise Agreement or Lease (whichever occurs first), Tenant will remove all signs and materials bearing any of the marks or logos of Franchisor.

10. Benefit. Landlord and Tenant acknowledge that they have entered into this Addendum for the express benefit of Franchisor and that Franchisor is an intended beneficiary hereof.

11. Supremacy. This Addendum shall control and supersede any inconsistent provision(s) of the Lease.

12. Notices. All notices to Franchisor required hereunder will be made in writing (with an electronic copy to the email address listed below) and will be deemed to be given three business days following deposit in the U.S. certified mail, postage prepaid, return receipt requested or one business day following delivery to Federal Express or similar overnight courier for delivery to:

Scooter's Coffee Franchisor, LLC

11808 Miracle Hills Drive, Suite #400
Omaha, Nebraska 68154
ATTN: Legal Department
Email: notices@scooterscoffee.com

[*Signature Page Follows*]

The parties hereto have signed this Addendum on the day and year first above written.

LANDLORD:	**TENANT:**
_____	_____
By:_____	By:_____
Its:_____	Its:_____
Date:_____	Date:_____

EXHIBIT 6
TO FRANCHISE AGREEMENT

SOFTWARE ACCESS AGREEMENT

THIS SOFTWARE ACCESS AGREEMENT (this "**Agreement**"), between Scooter's Coffee Franchisor, LLC ("**Franchisor**"), and _____ ("**Franchisee**"), is effective as of _____, 20_____ (the "**Effective Date**").

BACKGROUND

A. Franchisor and Franchisee have entered into a Scooter's Coffee® franchise agreement (the "**Franchise Agreement**") under which Franchisee will operate a Scooter's Coffee® store at a designated site (the "**Franchised Business**"). Under the Franchise Agreement, Franchisee must use the software designated by Franchisor in operating the Franchised Business.

B. Franchisor owns or has licensed from third parties proprietary or customized software, including the proprietary "Power BI" dashboard reporting software (the "**Software**"), which Software is used in point-of-sale cash registers and back-office computers to track, analyze and report sales and inventory, and provide other operational information for franchisees to use in operating Scooter's Coffee® franchised businesses.

C. Franchisor agrees to grant Franchisee a license to use the Software at the Franchised Business under the terms stated below.

AGREEMENT

In consideration of the foregoing and the agreements stated below, the parties agree as follows:

1. ACCESS TO SOFTWARE

Franchisor grants to Franchisee a non-transferable and non-exclusive right to use the Software solely in connection with the operation and management of the Franchised Business.

2. RESTRICTIONS ON USE

A. General Obligations. Franchisee agrees to fully comply with each of the provisions of this Agreement, including those additional obligations and restrictions described on Exhibit A attached hereto.

B. Limitations on Use. Franchisee may use the Software only as permitted under the terms of this Agreement. Franchisee cannot use the Software for any other use, including copying or reproduction; processing of data arising other than from the internal operations of the Franchised Business; disassembling, reverse engineering, or accessing the source code of the Software; publication or disclosure; license, sublicense or re-license; alteration; or unauthorized assignment or transfer. Franchisee will use its best efforts to protect the Software at all times from any unauthorized use.

C. Restriction on Multiple Locations. This Agreement applies only to the authorized Franchised Business location. If Franchisee operates more than one Scooter's Coffee® franchised business, Franchisee and Franchisor must enter into a separate software license agreement for each franchised business location.

3. HOSTING SERVICE

A. Connectivity. Franchisee must provide connectivity, either Internet–based or private connection, from Franchisee's site with sufficient bandwidth to meet Franchisee's use demands. Franchisee will comply with Franchisor's minimum hardware and software requirements, as disclosed and periodically updated in Franchisor's confidential franchise operations manuals.

B. Security. Franchisor will administer the distribution and assignment of logon identities and passwords for each user in Franchisee's organization. Franchisee is responsible for keeping and maintaining the security of the passwords. Franchisee must comply with all then-current PCI requirements concerning payment card processing. Franchisee also must ensure the security, integrity and confidentiality of all of Franchisee's data. Franchisor will not be responsible for unauthorized access to Franchisee's data that results from Franchisee's failure to keep secure the assigned passwords.

4. PAYMENT

A. Monthly Support Fee. Franchisee will pay Franchisor a reasonable monthly software support fee (the "**Support Fee**") for the support and maintenance services described herein and for accessing the Software. Franchisor may automatically deduct the Support Fee from Franchisee's checking account through ACH on the first of each month or notify the Franchisee in writing of an alternative method of payment. Franchisee is responsible for any sales, excise, use or value-added taxes applicable to the Software or this Agreement. Franchisor reserves the right to periodically increase the Support Fee by a reasonable amount to reflect Franchisor's increased costs of providing services (including those provided by third parties) and Software access under this Agreement.

B. Hardware and Third-Party Software Fees. Franchisee is responsible for purchasing and obtaining all hardware as Franchisor designates for use with the Software.

5. SUPPORT AND MAINTENANCE

A. Franchisor Support Services. Franchisor will provide the following services to Franchisee during the term of this Agreement: help desk support to answer questions related to functionality of the Software; correcting identifiable and reproducible program errors in the Software; and providing major upgrades of the Software that are made generally available by Franchisor. Help desk services are not a substitute for training or consulting services. Training documentation is provided for Franchisee to train its own employees.

B. Software Updates. Franchisor may, in its sole discretion, periodically release updates, modifications and enhancements respecting the Software. Franchisee will install any fixes, updates, modifications or enhancements that Franchisor designates as mandatory. Franchisor may charge a reasonable fee for its services, including any services or expenses relating to updates, modifications, and enhancements to the Software which it elects to release.

6. CONFIDENTIALITY

A. Confidential Information. Franchisee acknowledges and agrees that all provisions in the Franchise Agreement respecting confidential information will apply to this Agreement.

B. Customer Data. Franchisee acknowledges and agrees that all provisions in the Franchise Agreement respecting customer data will apply to this Agreement.

7. INDEMNIFICATION FOR THIRD PARTY INFRINGEMENT CLAIMS

A. Indemnification of Franchisee for Software. Franchisor does not have actual knowledge of any claim that the Software infringes upon a third party's patent, copyright or other proprietary right. If a third party asserts such an infringement claim against Franchisee, Franchisee will immediately notify Franchisor in writing. Franchisor will have the right (but not the obligation) to defend any such claim, at Franchisor's expense, and Franchisee will cooperate with Franchisor with respect to such defense. In the event of any such claim, Franchisee will, at Franchisor's direction, immediately discontinue using the Software. Franchisor will either modify the Software to make it non-infringing, replace the Software with such other non-infringing software as Franchisor may furnish to Franchisee or discontinue using the Software without compensation to Franchisee. Franchisor will not be liable to Franchisee if an infringement claim is based on Franchisee's unauthorized use or modification of the Software.

B. Franchisee Indemnification of Franchisor. In addition to Franchisee's indemnification obligations under the Franchise Agreement, Franchisee will hold harmless, indemnify and defend Franchisor against all claims and will pay all costs, damages and reasonable attorneys' fees, arising out of or resulting from Franchisee's failure to comply with all applicable terms of this Agreement.

8. WARRANTY DISCLAIMER

FRANCHISOR DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING NON-INFRINGEMENT (EXCEPT AS PROVIDED IN SECTION 7(A) ABOVE), MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FRANCHISOR DOES NOT WARRANT THAT THE SOFTWARE IS ERROR-FREE OR THAT USE OF THE SOFTWARE WILL BE FREE FROM MINOR INTERRUPTIONS.

9. LIMITATION ON DAMAGES

THE LIABILITY OF FRANCHISOR TO FRANCHISEE WILL NOT EXCEED THE AMOUNTS FRANCHISEE PAYS TO FRANCHISOR UNDER THIS AGREEMENT. NEITHER FRANCHISOR NOR ANY OF ITS OFFICERS, DIRECTORS, AGENTS, AFFILIATES OR REPRESENTATIVES WILL BE LIABLE TO FRANCHISEE FOR INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) RELATED TO THIS AGREEMENT OR RESULTING FROM FRANCHISEE'S USE OR INABILITY TO USE THE SOFTWARE, THAT ARISE FROM ANY CAUSE OF ACTION, INCLUDING CONTRACT, WARRANTY, STRICT LIABILITY, OR NEGLIGENCE, EVEN IF FRANCHISOR HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES.

10. PROPRIETARY RIGHTS

Other than the access granted under this Agreement, no right, title or interest in all or any portion of the Software is conveyed or assigned to Franchisee, either expressly or by implication, under this Agreement, including any patents, copyrights, trade secrets, trademarks, trade names, or other intellectual property associated with the Software.

11. TERM AND TERMINATION

This Agreement commences on the Effective Date and continues until the current term of the Franchise Agreement terminates or expires, unless this Agreement is earlier terminated under this Section. Franchisor may terminate this Agreement: (1) immediately upon written notice to Franchisee if Franchisee violates Sections 2(A) or 6 above or if Franchisee makes an assignment for the benefit of creditors, or

commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium; (2) if Franchisee violates any provision of this Agreement and fails to cure such violation within 30 days or such shorter time as Franchisor deems reasonably necessary to avoid termination of the Franchise Agreement; (3) Franchisee ceases to have the right to operate the Franchised Business; or (4) otherwise upon termination of the Franchise Agreement. In addition, Franchisor has the right to terminate this Agreement upon 60 days' written notice to Franchisee if Franchisor intends to discontinue or replace the Software. Upon termination of this Agreement: (1) Franchisor agrees to provide Franchisee with access to the customer data; provided, Franchisee agrees not to use any customer data for any activity that would violate Franchisee's covenants or post-termination obligations stated in the Franchise Agreement; and (2) Franchisee will immediately pay Franchisor all amounts due respecting the Software and immediately return to Franchisor all property relating to the Software and related Software documentation.

12. MISCELLANEOUS

A. This Agreement represents the entire agreement between the parties respecting this subject matter and supersedes all prior agreements, representations, negotiations and understandings between the parties. Franchisor and Franchisee acknowledge and agree that dispute resolution, governing law and venue will be governed in the same manner as under the corresponding provisions of the Franchise Agreement.

B. Franchisee understands that violation of any provisions of this Agreement may jeopardize Franchisor's and other franchisees' use of the Software, in addition to the possible termination of Franchisee's rights under this Agreement, and that Franchisor will be entitled to injunctive relief restraining such violation or a threatened violation without showing or proving any actual damage. In addition, Franchisee expressly acknowledges that a violation or default of the Franchise Agreement will constitute a default of this Agreement and any default of this Agreement will constitute a default of the Franchise Agreement. If Franchisee defaults under the Franchise Agreement, Franchisor may pursue all remedies available to it under this Agreement or the Franchise Agreement, including the right of termination.

C. All amendments to this Agreement must be in writing and signed by both parties.

D. If any provision of this Agreement is held invalid by any tribunal in a final decision from which no appeal is or can be taken, such provision shall be deemed modified to eliminate the invalid element and, as so modified, such provision shall be deemed a part of this Agreement as though originally included. The remaining provisions of this Agreement shall not be affected by such invalidity or modification. Any disputes arising out of this Agreement shall be governed by the dispute resolution provisions in the Franchise Agreement, including the governing law and jurisdiction provisions.

E. Franchisor may assign all or any of its interests or obligations in this Agreement to any other person or entity. Franchisee may assign this Agreement only to its successor in interest under the terms of the Franchise Agreement.

F. Notices will be given to Franchisee at the address of the approved location of the Franchised Business. Notices to Franchisor will be given at 11808 Miracle Hills Drive, Suite #400, Omaha, Nebraska 68154 or such other address as Franchisor may provide to Franchisee in writing. All notices will be deemed given as described in the Franchise Agreement.

[*Signature Page Follows*]

The parties have signed this Agreement as of the date first written above.

FRANCHISOR:	**FRANCHISEE:**
SCOOTER'S COFFEE FRANCHISOR, LLC a Delaware limited liability company	_____ a(n) _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

EXHIBIT A

ADDITIONAL RESTRICTIONS ON USE OF SOFTWARE

With respect to third-party computer programs provided by Franchisor for use with the Software, Franchisee acknowledges that its right to use any such third-party software is specified in the license agreement provided by the appropriate licensor of such software.

Except as otherwise agreed to by Franchisor, no express or implied license or right of any kind is granted to Franchisee regarding the Software including any right to know, use, produce, receive, reproduce, copy, market, sell, distribute, transfer, translate, modify, or adapt the Software or related Software documentation (the "**Documentation**") or create derivative works based on the Software or Documentation or any portions thereof, or obtain possession of any source code or other technical material relating to the Software. The Software may not be used for commercial timesharing, service, business or other rental or sharing arrangements although it may be used by Franchisee as described in the attached Agreement. Franchisee will not decompile, reverse assemble, or otherwise reverse engineer the Software. Further, Franchisee will comply with all applicable laws in connection with the use of the Software.

Franchisee acknowledges and agrees that, except for Franchisee's license expressly described in this Agreement, Franchisee has no right, title and interest in the Software, in any form, or in any copies thereof, including all worldwide copyrights, trade secrets, patent rights and any other proprietary information and confidential information rights therein. In connection therewith, Franchisee agrees at all times to keep the Software free of all security interests, liens, encumbrances (other than licenses permitted hereunder), mortgages and claims, and Franchisee agrees that neither it nor anyone at its direction will file a financing statement, mortgage, notice of lien, deed of trust, security agreement or any other agreement or instrument creating or giving notice of an encumbrance or charge against the Software.

Franchisor will not be liable for any default or delay in the performance of its obligations hereunder: (i) if and to the extent that such default or delay arises out of causes beyond its reasonable control, including acts of God, acts of war, acts of governmental authority, acts of public energy, insurrection, earthquakes, fires, cable cuts, floods, terrorism, and riots (each, a "**Force Majeure Event**") and (ii) provided such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by the non-performing party through the use of alternative sources, work-around plans or other means. Upon the occurrence of a Force Majeure Event, Franchisor will be excused from further performance or observance of the obligation(s) affected so long as such circumstances caused by the Force Majeure Event prevail and Franchisor uses its reasonable efforts to promptly recommence performance or observance of such obligation(s).

4914-3071-0229, v. 1

EXHIBIT C
(TO FRANCHISE DISCLOSURE DOCUMENT)

Multiple Store Development Agreement

MULTIPLE STORE
DEVELOPMENT AGREEMENT

THIS AGREEMENT (the "**Agreement**") is made this _____ day of _____, 20_____, between _____, with a business address at _____ ("**Developer**"), and **Scooter's Coffee Franchisor, LLC**, a Delaware limited liability company located at 11808 Miracle Hills Drive, Suite #400, Omaha, Nebraska 68154 ("**Franchisor**").

RECITALS

A. Franchisor is the owner of a system for establishing, operating, and promoting quick service coffee stores offering drive-through, carry out and in-store seating service of espresso drinks, smoothies, baked goods, and other related products and services which are prepared in accordance with special methods and recipes ("**Stores**"). The Stores are operated under Franchisor's valuable trade names, service marks and trademarks, including the service mark "SCOOTER'S COFFEE" (the "**Marks**"), and pursuant to Franchisor's distinctive plan for the establishment, operation and promotion of Stores and related system for doing business ("**System**").

B. Developer would like to use Franchisor's System in connection with the development of a certain number of Stores in a specific geographical area as stated below. Franchisor desires to grant Developer the right to establish and operate such Stores under the terms and conditions stated below.

1. GRANT OF DEVELOPMENT RIGHTS

1.1. Subject to the provisions stated below, Franchisor grants to Developer the right to develop and establish Stores using the Marks pursuant to individual "SCOOTER'S COFFEE" franchise agreements (each a "**Franchise Agreement**") in the form then-currently used by Franchisor at the time of issuance. Developer's right to develop and establish Stores under this Agreement will be limited to the geographic area described in Exhibit A attached hereto (the "**Development Area**"). Such Stores shall be owned and operated by Developer, and Developer has no right to subfranchise or sublicense any such Stores.

1.2. Provided Developer is in full compliance with the terms of this Agreement and all obligations under each Franchise Agreement entered into between Developer and Franchisor then, during the term of this Agreement, and subject to Section 1.3 below, Franchisor will not grant a third party franchisee the right to operate any franchised Store using the Marks and System anywhere inside the Development Area, except for franchises granted to Developer.

1.3. Notwithstanding the above, Franchisor (and its affiliates) retains the right to:

a. operate (directly or through an affiliate) Stores at locations inside or outside the Development Area and grant third party franchisees the right to operate Stores at locations anywhere outside the Development Area;

b. promote, sell and distribute products and services authorized for sale at Stores under trademarks and service marks other than the Marks through similar or dissimilar channels of distribution;

c. promote, sell and distribute products and services authorized for sale at Stores under the Marks through other channels of distribution, including by electronic means such as the Internet, by mail order, catalog, retail store display, through the wholesale sale of products to unrelated retail outlets or distributors, or to grocery stores, convenience stores, or locations other than through SCOOTER'S COFFEE Stores;

d. directly operate, or to grant other persons the right to operate Stores at non-traditional locations (as that term is defined below) located inside or outside the Development Area, provided Developer is unable to secure the right to operate a Store at the non-traditional location; and

e. promote the System and Stores generally, including on the Internet (or any other existing or future form of one or more electronic commerce), and to create, operate, maintain and modify or discontinue the use of websites using the Marks.

For purposes of this Section 1.3, the term non-traditional location means and includes airports, hospitals, stadiums, train stations, malls, military bases, amusement parks and business atriums.

1.4. The parties acknowledge that the Franchise Agreement, attached hereto as Exhibit B, is being executed concurrently with this Agreement (the "**Initial Franchise Agreement**"). Developer shall comply with the terms and conditions of the Initial Franchise Agreement as a part of its obligations hereunder, and Developer's failure to execute and comply with the Initial Franchise Agreement or any additional Franchise Agreement shall be a material breach of this Agreement.

2. FEES

2.1. For the rights described in Article 1 above, Developer will pay Franchisor a development fee (the "**Development Fee**") as follows:

a. Developer will pay a Development Fee equal to $20,000 for each Store (excluding Developer's first Store operated under the Initial Franchise Agreement) to be developed pursuant to Section 3.1 below;

b. The applicable Development Fee will be payable by electronic funds transfer when Developer executes this Agreement, and is not refundable under any circumstances. That portion of the Development Fee attributable to the second and subsequent Stores to be developed under this Agreement will be credited against the Initial Franchise Fee due for such Stores under the respective Franchise Agreement.

c. Developer acknowledges and agrees that the payment of the Development Fee and the impact on the Initial Franchise Fees due respecting each respective Franchise Agreement does not impact, and Developer will remain obligated to pay, all other fees described in each such Franchise Agreement, including the "Initial Opening Support Fee" (as defined in the Franchise Agreement), Royalties and other fees.

d. Developer may request, for Franchisor's approval, up to two modifications to the Development Area at no cost to Developer. Each request for a modification must be in writing and meet Franchisor's then-current standards and specifications. Developer will pay Franchisor $3,000 for each additional request.

3. DEVELOPMENT OBLIGATIONS

3.1. Developer agrees to develop the following number of Stores in the Development Area, in accordance with the following schedule:

Store Number	Fees Owed at Time of Signing	Date Franchise Agreement Must be Signed By	Store Opening Deadline Date	Total Minimum Number of Stores Opened in Development Phase
#1		Concurrently with this Agreement		
#2				
#3				
#4				
#5				
#6				
#7				

Initials: _____ (Developer)

Developer's rights under this Agreement are conditioned upon the active development of the Development Area. Developer agrees to open for business and thereafter maintain in operation within the Development Area at least the minimum number of Stores outlined above. If Developer fails to meet any of the development obligations outlined above, Franchisor may terminate this Agreement, as described in Section 4.2 below. In the event of an inconsistency between any deadline in the above chart and a development or opening deadline described in a Franchise Agreement signed under this Agreement, the deadline stated in this Section 3.1 will control.

3.2. Franchisor and Developer will sign a separate Franchise Agreement for each Store to be developed under this Agreement, provided Franchisor will be obligated to enter into a Franchise Agreement for the development of a Store only if, at the time Developer intends to enter into a Franchise Agreement for such Store: (i) Developer meets Franchisor's then-current standards and requirements for new franchisees; (ii) all amounts due and owing by Developer under or relating to the Initial Franchise Agreement and any other Franchise Agreements are paid in full and Developer is otherwise in good standing under such Franchise Agreements; and (iii) Developer is not in default of its obligations under this Agreement. Developer's failure to execute any additional Franchise Agreements on a timely basis or its default in any term of such Franchise Agreements may, at Franchisor's option, be deemed a material default under this Agreement and shall entitle Franchisor to terminate this Agreement as further provided in Article 4 below. Developer must sign each separate Franchise Agreement for each Store to be developed at the earlier of the following: (i) 14 calendar days after Franchisor's written approval of a location for the Store but before Developer enters into any binding agreement for the purchase or lease of the Store premises; and (ii) at least 9 months before Developer must open and commence operations of the Store under this Agreement. In addition, Developer must pay the outstanding then-current Initial Franchise Fee for each Store at the time Developer signs the Franchise Agreement for the Store.

3.3. Developer shall not, without Franchisor's prior written consent, enter into any contract for the purchase or lease of any premises for use as a Store. The process by which Developer may obtain Franchisor's consent to the proposed location for any Store will be as further described in the Franchise Agreement.

3.4. Each Franchise Agreement that Developer will execute for each Store to be developed hereunder shall be Franchisor's then-current form franchise agreement offered to prospective franchisees, and Developer acknowledges that the terms of such franchise agreements may differ from the terms of the Initial Franchise Agreement attached hereto as Exhibit B. Developer acknowledges that Franchisor has the right to charge then current published rates for royalties, advertising fees, and optional products and services offered to Developer.

3.5. Developer may also request additional assistance from Franchisor in connection with site selection, site feasibility studies, lease negotiations and other issues related to the development of its Development Area. Developer agrees that, if Franchisor agrees to provide such assistance, Developer will pay all travel, lodging, living expenses, telephone charges and other identifiable expenses incurred in connection with such assistance, plus an hourly fee based on time any of Franchisor's employees spend in connection with such assistance.

3.6. If Developer (alone or together with an affiliate of Developer) owns or operates multiple Stores, Franchisor shall have the right to require Developer (and/or its affiliate) to employ one or more multi-unit leaders (each a "**Multi-Unit Leader**") to supervise the day-to-day operations of such Stores, so that all Stores operate in accordance with the System and present a consistent brand image and customer experience in accordance with System standards. Each Multi-Unit Leader shall be required to attend and successfully complete (to Franchisor's reasonable satisfaction) such training courses as Franchisor may reasonably require. At Franchisor's option, the Franchisor may permit a "Principal Owner" (as defined in the Initial Franchise Agreement) of Developer to serve as the Multi-Unit Leader, provided that Developer satisfies the additional training requirements that are applicable to Multi-Unit Leaders.

3.7. If Developer (alone or together with an affiliate of Developer) owns or operates three or more Stores, upon the opening of Developer's third Store, Developer must complete the process for one of Developer's Stores to serve as a designated training store at which training for subsequent Stores will be held. Developer must ensure that the selected Store and Multi-Unit Leader meet Franchisor's certification requirements to serve as a designated training store.

4. TERM AND TERMINATION

4.1. This Agreement shall commence as of the Effective Date and, subject to earlier termination as provided below, shall end on the earlier of the date the final Store in the schedule described in Section 3.1 above is required to open for business or the date on which such Store actually opens for business. Following expiration or earlier termination of this Agreement as provided below, Developer's rights to develop and operate Stores in the Development Area will terminate and Franchisor shall have the right to establish, or license any other party, to establish Stores anywhere within the Development Area.

4.2. Except as described below, Franchisor may terminate this Agreement on 30 days' prior written notice (or such longer period as applicable law may require), such notice containing a right to cure the default, if applicable, in the event of any of the following:

a. If Developer violates any term or condition of this Agreement, including the failure to open any Store by the opening deadline date described in schedule stated in Section 3.1 above;

b. Any occurrence which would entitle Franchisor to terminate the Initial Franchise Agreement or any other Franchise Agreement executed pursuant to this Agreement; or

c. If Developer fails to pay any amounts due to Franchisor, its affiliates or suppliers, including amounts due to Franchisor for franchise fees, royalty fees, or marketing contribution fees.

This Agreement shall automatically terminate at the end of such 30 day notice period (or such longer period of time as applicable law may require), unless Developer cures the default stated in such notice within the 30 day period.

4.3. In addition to Franchisor's right to terminate this Agreement as described in Section 4.2 above, Franchisor may terminate this Agreement immediately upon delivery of written notice to Developer, with no opportunity to correct any default, if the termination results from any of the following:

a. Developer repeatedly fails to comply with one or more material requirements of this Agreement;

b. Developer or any Principal Owner is declared bankrupt or becomes insolvent;

c. Developer fails on three separate occasions within any period of 12 consecutive months to comply with any provision of this Agreement, whether or not the failure to comply is corrected after notice is delivered to Developer;

d. Developer makes an unauthorized assignment or transfer of this Agreement, any Franchise Agreement or an ownership interest in Developer;

e. Developer makes any material misrepresentation or omission in its application for the development rights granted under this Agreement;

f. Developer materially misuses or makes an unauthorized use of any Marks or commits any act which can reasonably be expected to materially impair or otherwise is prejudicial to the goodwill associated with any Marks;

g. if an immediate threat or danger to public health or safety results from the construction, maintenance or operation of a Store;

h. Developer or any Principal Owner is convicted of violating any law, ordinance or regulation relating to the operation of any Store referenced herein or developed hereunder; or

i. Developer attempts to subfranchise in any manner all or part of its rights under this Agreement.

During the period from the date Franchisor sends a notice of default until all violations and defaults specified therein are corrected, Franchisor will not be obligated to enter into any Franchise Agreement with Developer or otherwise perform any obligations pursuant to this Agreement.

4.4. In the event of termination or expiration of this Agreement for any reason, all rights licensed herein will automatically revert to Franchisor and any remaining rights to develop Stores within the Development Area will cease. Further, Developer shall remain subject to the provisions of Article 6 below regarding nondisclosure and covenants not to compete, in addition to the terms and conditions of any then-existing Franchise Agreement to which Developer is a party.

5. TRANSFER

5.1. This Agreement is fully transferable by Franchisor and shall benefit any transferee or other legal successor in interest, and Franchisor shall in such event be fully released from its obligations under this Agreement. Any such transfer will require the transferee to fulfill Franchisor's obligations under this Agreement. Franchisor reserves the right to outsource, assign, or transfer any of its obligations under this Agreement to an affiliate or third party without Developer's consent.

5.2. Developer may not sell, transfer or assign its rights under this Agreement or any interest in it or any part of Developer entity, unless Developer obtains Franchisor's prior written consent, which consent shall not be unreasonably withheld if: (i) Developer transfers all rights under all Franchise Agreements signed in connection with this Agreement; (ii) Developer is in good standing under this Agreement, including the development schedule in Section 3.1 above, and under each Franchise Agreement to which this Agreement relates; (iii) the proposed transferee meets all of Franchisor's then-current requirements for multiple Store developers and has the capital and other resources necessary to satisfy all obligations under this Agreement; and (iv) Developer complies with

the transfer provisions of the Franchise Agreement most recently executed by Franchisor and Developer, which provisions are incorporated herein by reference. Franchisor will consent to Developer's proposed transfer of rights to a specific Store to be developed, at the time of execution of the Franchise Agreement which shall govern operation of such Store, if the proposed transfer is to a corporation, limited liability company or other entity owned by, controlled by, or under common control with Developer, provided Developer will not be obligated to pay the transfer fee described in Section 5.3 below.

5.3. In the event of any proposed sale, transfer or assignment by Developer as described herein, Developer shall pay to Franchisor by electronic funds transfer the standard transfer fee of $10,000 for each franchise governed by a Franchise Agreement executed pursuant to this Agreement.

5.4. In the event of any proposed direct or indirect sale, transfer or assignment of its rights under this Agreement or any part of Developer entity or its assets or of any party holding an interest, directly or indirectly, in Developer, (collectively, "**Transfer**"), Developer agrees to grant Franchisor a 30-day right of first refusal to purchase such rights, interest, or assets on the same terms and conditions as are contained in the most recently executed Franchise Agreement governing Transfers; provided Franchisor's right of first refusal will apply separately to each Store subject to the transfer or assignment.

6. RESTRICTIVE COVENANTS

6.1. The Developer acknowledges that the Franchisor has licensed commercially valuable information which comprises and is a part of the System, including operations, marketing, advertising and related information and materials and that the value of this information derives not only from the time, effort and money which went into its compilation, but from the usage of the same by all the franchisees of the Franchisor using the Marks and System. The Developer therefore agrees that other than in connection with SCOOTER'S COFFEE Stores, neither the Developer nor any of the Developer's Principal Owners, officers, directors, shareholders, members, or partners, nor any spouse of the Developer or any of these individuals shall, during the term of this Agreement:

A. have any direct or indirect interest as a disclosed or beneficial owner in a Competitive Business (defined below);

B. perform services as a director, officer, manager, employee, consultant, representative, agent or otherwise for a Competitive Business; or

C. divert or attempt to divert any business related to, or any customer or account of, the SCOOTER'S COFFEE Store, the Franchisor's business or any SCOOTER'S COFFEEHOUSE, or SCOOTER'S COFFEE franchisee's business, by direct inducement or otherwise, or diverting or attempting to divert the employment of any employee of the Franchisor or any franchisee licensed by the Franchisor to use the Marks and System, to any Competitive Business by any direct inducement or otherwise. Developer shall be liable to Franchisor for any breach of this covenant by Developer, or its Principal Owners, officers, directors, shareholders, or partners, or any spouse of the Developer or any of the aforementioned individuals.

The term "**Competitive Business**" as used in this Agreement shall mean any business operating, or granting franchises or licenses to others to operate, a food service business deriving more than 20% of its gross receipts from the sale of espresso-based drinks, specialty coffee, or smoothies (except in connection with the operation of a SCOOTER'S COFFEE Store licensed from the Franchisor); provided, however, the Developer shall not be prohibited from owning securities in a Competitive Business if such securities are listed on a stock exchange or traded on the over-the-counter market and represent 5% or less of that class of securities issued and outstanding.

6.2 Upon termination or expiration of this Agreement for any reason or the transfer by Developer of its rights under this Agreement, and for a period of 2 years commencing on the effective date of such termination,

expiration or transfer, or the date on which the Developer or individual begins to comply with this Section, whichever is later, neither the Developer nor any of its Principal Owners, officers, directors, shareholders, partners or members shall have any direct or indirect interest (through a spouse of the Developer or any of these named individuals or otherwise), as an owner, investor, partner, director, officer, employee, consultant, representative or agent or in any other capacity in any Competitive Business located or operating within a 10 mile radius of the locations of any former Stores developed by Developer, within the Development Area, or within a 10 mile radius of any other SCOOTER'S COFFEE Store in operation at the time of termination or expiration of this Agreement or the transfer by Developer of its rights under this Agreement. The Developer and its Principal Owners, officers, directors, shareholders, partners and members expressly acknowledge that they possess skills and abilities of a general nature and have other opportunities for exploiting such skills. Consequently, the Developer acknowledges that enforcement of the covenants made in this Section 6.2 will not deprive them of their personal goodwill or ability to earn a living.

6.3 During the term and after the termination of this Agreement or any Franchise Agreement signed pursuant to this Agreement, Developer and each of its Principal Owners, shareholders, members, officers, partners and directors and their respective immediate families, shall also be subject to all restrictive covenants as stated in each of the Franchise Agreements executed pursuant to this Agreement, and in any Nondisclosure and Noncompetition Agreements executed under the terms of such Franchise Agreements.

7. BUSINESS RELATIONSHIPS

7.1. The parties hereto understand and agree that this Agreement does not create a fiduciary relationship between them; that Developer shall be an independent contractor; and that nothing in this Agreement is intended to constitute either party an agent, legal representative, subsidiary, joint venturer, partner, employee, or servant of the other for any purpose. As such, Developer has no authority to bind Franchisor or incur any liability for Franchisor or to represent itself as anything other than an independent contractor.

7.2. Developer shall at all times defend, indemnify, and hold harmless Franchisor, its subsidiaries, affiliates, successors and assigns, and their respective shareholders, directors, officers, employees, agents, and representatives, and all others (the "**Indemnified Parties**") against, and to reimburse them for all losses, expenses and fines incurred in connection with any action, suit, proceeding, claim, demand, investigation or inquiry, or any settlement thereof which arises out of or relates to this Agreement, the operation of Developer's Stores, the activities conducted under this Agreement, or Developer's or Developer's employees' actions or inactions. For purposes of this indemnification, "claims" shall mean all obligations, actual and consequential damages and costs reasonably incurred in the defense of any claim against the Indemnified Parties, including reasonable accountants', attorneys' and expert-witness fees, costs of investigation and proof of facts, court costs, other litigation expenses and travel and living expenses. Franchisor shall have the right to defend any such claim against it. This indemnity shall continue in full force and effect following the expiration or termination of this Agreement.

8. MISCELLANEOUS

8.1. The provisions contained in all sections referenced as "Dispute Resolution" and "Notices" of the Initial Franchise Agreement entered into between Franchisor and Developer are hereby incorporated into this Agreement by reference and shall be applicable to this Agreement until such time as Developer enters into a subsequent Franchise Agreement with Franchisor, at which time the provisions contained in all sections referenced as "Dispute Resolution" and "Notices" of any such subsequent Franchise Agreement shall be incorporated into this Agreement by reference in place of the previous provisions. Likewise, if Developer later enters into yet another Franchise Agreement with Franchisor, at all times, the provisions contained in all sections referenced as "Dispute Resolution" and "Notices" of the last Franchise Agreement entered into by Developer are hereby incorporated into this Agreement by reference in place of the previous provisions.

8.2. This Agreement shall be binding upon and benefit each of the parties' respective heirs, successors, assigns and personal representatives.

8.3. Developer acknowledges that it had a copy of this Agreement in its possession for a period of time not fewer than 7 calendar days, during which time Developer has had the opportunity to submit the same for professional review and advice of Developer's choosing prior to freely executing this Agreement.

8.4. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any party hereto shall be considered to imply or constitute a further waiver of the same or any other condition, covenant, right or remedy. Franchisor's subsequent acceptance of any payments due to it hereunder shall not be deemed to be a waiver by Franchisor of any preceding or succeeding breach by Developer of any terms or conditions of this Agreement.

8.5. If any provision of this Agreement is held invalid by any court of competent jurisdiction in a final decision from which no appeal is or can be taken, such provision shall be deemed modified to eliminate the invalid element and, as so modified, such provision shall be deemed a part of this Agreement as though originally included. The remaining provisions of this Agreement shall not be affected by such invalidity or modification.

8.6. This Agreement may be modified only upon execution of a written agreement between the parties.

8.7. This Agreement and all exhibits to this Agreement constitute the entire agreement between the parties and supersede any and all prior negotiations, understandings, representations, and agreements, both oral and written, concerning the subject matter hereof, provided that any Franchise Agreement executed by the parties hereto shall remain binding, except to the extent that this Agreement specifically supersedes any term thereof. Nothing in this or any related agreement, however, is intended to disclaim the representations Franchisor made in the franchise disclosure document it previously furnished to Developer. The word "including" will be construed to include the words "without limitation."

8.8. In the event of any default by Developer, which is not resolved in accordance with the terms of the Franchise Agreement, in addition to all other remedies Franchisor may have, Developer will pay Franchisor all amounts due and all damages, costs and expenses, including reasonable attorneys' fees, Franchisor incurs in any legal action, arbitration or other proceeding as a result of such default, plus interest at the lesser of 18% per annum or the highest rate allowable by law, accruing from the date of such default.

8.9. In the event of any conflict between the terms of this Agreement and the terms of the Franchise Agreement, the terms of this Agreement shall control.

(*Signature page to follow*)

The Developer acknowledges and agrees that this Agreement will become effective and binding only upon acceptance and execution by the Franchisor on the date indicated below (the "**Effective Date**").

FRANCHISOR:

SCOOTER'S COFFEE FRANCHISOR, LLC
a Delaware limited liability company

By: _____
Name: _____
Title: _____

DEVELOPER:

(If Developer is a corporation or limited liability company)

_____
a(n) _____

By: _____
Name: _____
Title: _____

(If Developer is an individual owner(s), Developer must sign below; if a partnership, all partners must sign below)

_____
Developer

_____
Developer

_____
Developer

EXHIBIT A

TO MULTIPLE STORE DEVELOPMENT AGREEMENT
BETWEEN

SCOOTER'S COFFEE FRANCHISOR, LLC
AND _____

The Development Area, as described below by geographic boundaries, county lines, U.S. postal codes or as identified on the attached map, shall consist of the following area or areas:

_____

EXHIBIT B

TO MULTIPLE STORE DEVELOPMENT AGREEMENT BETWEEN

SCOOTER'S COFFEE FRANCHISOR, LLC
AND _____

Initial Franchise Agreement

(Attached)

4904-4262-3957, v. 1

EXHIBIT D
(TO FRANCHISE DISCLOSURE DOCUMENT)

List of Franchisees as of December 31, 2025

*Stores opened pursuant to a Multiple Store Development Agreement

**Franchisee left the franchise system after December 31, 2025, but before the original Issuance Date of this Disclosure Document.

[List begins on next page]

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
1395	*	Higdon Coffee, LLC	Michael B. Higdon	7529 US Highway 431	Albertville	AL	35950	Kiosk	(256) 849-0333
416	*	Lake Martin Coffee, LLC	Daniel L. Yates	4141 Hwy 280	Alexander City	AL	35010	Kiosk	(256) 794-4844
1074		Lake Martin Coffee, LLC	Daniel L. Yates	3206 McClellan Blvd.	Anniston	AL	36201	Kiosk	(256) 794-4844
1393	*	Higdon Coffee, LLC	Michael B. Higdon	1276 N Brindlee Mtn Pkwy	Arab	AL	35016	Kiosk	(256) 302-2021
899	*	Scott Morris Properties, L.L.C.	Kenneth Scott Morris	547 US Hwy 72 W.	Athens	AL	35611	Kiosk	(256) 710-6393
1394	*	Higdon Coffee, LLC	Michael B. Higdon	620 Cleveland Ave.	Attalla	AL	35954	Kiosk	(256) 302-2021
474	*	Lake Martin Coffee, LLC	Daniel L. Yates	1945 E. Glenn Ave	Auburn	AL	36830	Kiosk	(256) 794-4844
1223	*	Vulcan Coffee Inverness, LLC	William H. Ross	4725 US-280	Birmingham	AL	35242	Kiosk	(205) 999-6756
1391	*	Higdon Coffee, LLC	Michael B. Higdon	1936 US Hwy 431	Boaz	AL	35957	Kiosk	(256) 302-2021
1224	*	Vulcan Coffee Chelsea, LLC	William H. Ross	200 Atchinson Parkway	Chelsea	AL	35043	Kiosk	(877) 719-1288
984		N2 Coffee, LLC	Kenneth Scott Morris	724 2nd Ave. NW	Cullman	AL	35055	Kiosk	(205) 515-8166
2458	*	Coastal Coffee LLC	John Hudson Sandefur	26136 State Highway 181	Daphne	AL	36526	Kiosk	(251) 408-9195
1110	*	N2 Coffee Enterprises, LLC	Kathryn A. Neese	1820 6th Ave. SE	Decatur	AL	35601	Kiosk	(205) 515-8166
901	*	FloBrew, LLC	Kenneth Scott Morris	2917 Florence Blvd	Florence	AL	35634	Kiosk	(256) 710-6393
2486	*	Sweet Magnolia Ventures, LLC	Jayne A. Chorvat	516 Glenn Blvd. S.W.	Fort Payne	AL	35967	Kiosk	(865) 257-1449
1392	*	Higdon Coffee, LLC	Michael B. Higdon	14366 US Hwy 431	Guntersville	AL	35976	Kiosk	(256) 302-2021
1759	*	Coffee and CHIL, LLC	Peter B. Warmingham	1100 Hwy. 31 NW	Hartselle	AL	35640	Kiosk	(256) 778-1373
937	*	C&E Braden, LLC	Emily Harris	4301 University Dr.	Huntsville	AL	35816	Kiosk	(256) 655-7845
495	*	C&E Braden, LLC	Emily Harris	700 Governors Dr. SW	Huntsville	AL	35801	Kiosk	(256) 655-7845
900	*	Ragan Corporation	Kenneth Scott Morris	8439 Madison Blvd.	Madison	AL	35758	Kiosk	(256) 710-6393
2171**		Alabama Java Corporation	Will G. Mackin	400 S. Memorial Dr.	Prattville	AL	36067	Kiosk	(877) 719-1288
2484		Randall's Coffee, LLC	Randi S. Johnson	314 Main St. East	Rainsville	AL	35986	Kiosk	(256) 609-7421
2460	*	Coastal Coffee LLC	John Hudson Sandefur	21185 State Highway 59	Robertsdale	AL	36567	Endcap	(251) 200-5574
2459	*	Coastal Coffee LLC	John Hudson Sandefur	181 Saraland Blvd. N.	Saraland	AL	36571	Kiosk	(251) 654-5466
1718	*	CHIL Out, LLC	Peter B. Warmingham	632 15th St.	Tuscaloosa	AL	35401	Kiosk	(256) 656-5491
475	*	Lake Martin Coffee, LLC	Daniel L. Yates	5331 US Hwy 231	Wetumpka	AL	36092	Kiosk	(256) 794-4844
587	*	Vandesmith Specialty Coffee LLC	Bart A. Vandeven	2085 Harrison St.	Batesville	AR	72501	Kiosk	(573) 979-4300
403		NWA Wired, LLC	Alan Stall	1101 Airport Road Blvd.	Bentonville	AR	72712	Kiosk	(479) 202-5650
2033	*	Mean Bean Coffee LLC	Shawn D. LaMontia	1816 N. Reynolds Rd.	Bryant	AR	72022	Kiosk	(402) 598-8314
2603	*	Mohib's Coffee, LLC	Saifullah Beg	1920 E. Oak St.	Conway	AR	72032	Kiosk	(501) 358-6465
1237	*	T & O Coffee Company, LLC	Shanna Turner	423 W. 15th St.	Fayetteville	AR	72701	Kiosk	(479) 332-0329
594	*	Lakeside Java LLC	Edward Brink	1320 Highway 62 65 N.	Harrison	AR	72601	Kiosk	(402) 598-1528
1797	*	Queen's Coffee, LLC	Amos D. Kropf	1120 E. Main St.	Magnolia	AR	71753	Kiosk	870-845-8827
2528		Mudwater LLC	Carissa D. Wofford	701 Carter Dr.	Marion	AR	72364	Kiosk	(870) 926-4536

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
1160	*	Adventurous Bean 2, LLC	Elizabeth Gray	20715 Hwy 365 North	Maumelle	AR	72113	Kiosk	(573) 382-2550
1161**	*	Adventurous Bean 3, LLC	Elizabeth Gray	6600 Corporate Dr.	North Little Rock	AR	72113	Kiosk	(573) 382-2550
1155	*	Vandesmith Specialty Coffee LLC	Bart A. Vandeven	1612 Linwood Dr.	Paragould	AR	72450	Kiosk	(573) 979-4300
585	*	Vandesmith Specialty Coffee LLC	Bart A. Vandeven	2914 W. Kingshighway	Paragould	AR	72450	Kiosk	(573) 979-4300
291	*	NWA Wired, LLC	Alan Stall	1887 W. Walnut St.	Rogers	AR	72758	Kiosk	479-202-5650
1236	*	T & O Coffee Company, LLC	Shanna Turner	4470 N. Thompson St.	Springdale	AR	72764	Kiosk	(712) 420-9491
953	*	Smart-Nixon, LLC	Dianne M. Nixon	964 E. Cottonwood Ln.	Casa Grande	AZ	85122	Kiosk	(206) 226-8909
286		Second Crack, Inc.	Dana DeVito	78 State Hwy 89	Chino Valley	AZ	86323	Kiosk	928-710-1060
942	*	Queens Cup LLC	Lisa S. Krumwiede	4580 E. Pescos Rd.	Gilbert	AZ	85297	Kiosk	(402) 578-5558
943	*	Queens Cup 2 LLC	Lisa S. Krumwiede	3038 E. Queen Creed Rd.	Gilbert	AZ	85297	Kiosk	(402) 578-5558
2595	*	P410 Scooters Laveen LLC	Drew A. Stavros	5659 W. Baseline Rd.	Laveen Village	AZ	85339	Kiosk	(480) 662-5603
1618	*	A3 Coffee, LLC	Alisa D. Davault-Maltby	4412 E. McDowell Rd.	Phoenix	AZ	85008	Kiosk	480-239-4046
1033		BLOC Coffee, LLC	Casey J. Kulp	10755 W. Camelback Rd.	Phoenix	AZ	85037	Kiosk	(480) 848-2284
237		BLOC Coffee, LLC	Casey J. Kulp	4030 N. 7th Ave.	Phoenix	AZ	85013	Kiosk	602-368-6012
2597	*	P410 Scooters South Mountain LLC	Drew A. Stavros	1575 E Baseline Rd.	Phoenix	AZ	85042	Kiosk	(202) 262-4530
1458	*	TJM Industries, LLC	Terrell L. Maxey	635 W. Deer Valley Rd.	Phoenix	AZ	85027	Kiosk	480-225-3969
2226		VI Coffee LLC	Daniel E. Hedrick	1526 W. Bell Rd.	Phoenix	AZ	85023	Kiosk	(602) 377-1829
331		Second Crack, Inc.	Dana DeVito	1004 E Gurley St	Prescott	AZ	86301	Kiosk	(928) 710-1060
220		Hot Shots 220 LLC	Mark Stevenson	12675 West Bell Rd	Surprise	AZ	85378	Kiosk	623-328-5812
2031	*	Minturn Enterprises, LLC	William J. Minturn	14279 W. Grand Ave	Surprise	AZ	85374	Kiosk	(480) 219-6851
1483		A3 Coffee, LLC	Alisa D. Davault-Maltby	640 E. Southern Ave.	Tempe	AZ	85282	Kiosk	(602) 284-0311
1568	*	Desert Expresso Cafe, LLC	Milan B. Knezovich III	2955 S. 99th Ave.	Tolleson	AZ	85353	Kiosk	(562) 290-7178
413	*	Guava Java, Inc.	Dustin Flansburg	1049 Space Center Dr.	Colorado Springs	CO	80915	Kiosk	(308) 289-0201
674		NoCo Coffee Solutions, Inc.	Russel Griffin	61 South Elm Ave.	Eaton	CO	80615	Kiosk	(970) 301-0356
536	*	AgEdge Development, L.L.C.	Mark E. Oberg	804 E. Platte Ave.	Fort Morgan	CO	80701	Kiosk	(308) 529-0992
462	*	Bean of Life, Inc.	Dale Willhite	1231 N. Main St.	Lamar	CO	81052	Kiosk	(719) 691-6127
345**	*	Tuff Scooter Pharmer, LLC	David Novick	5180 N. Garfield Ave.	Loveland	CO	80538	Kiosk	(970) 541-0368
581	*	Tuff Scooter Pharmer, LLC	David Novick	940 E. Eisenhower Blvd.	Loveland	CO	80537	Kiosk	(307) 630-7496
850	*	Nacho Beans Holdings LLC	Wesley Hudson	9110 S. Jordan Rd.	Parker	CO	80134	Kiosk	(303) 484-1762
630	*	Bean of Life, Inc.	Dale Willhite	142 S. Purcell Blvd	Pueblo West	CO	81007	Kiosk	(719) 688-1450

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
421	*	AgEdge Development, L.L.C.	Mark E. Oberg	430 Main St.	Sterling	CO	80751	Kiosk	308-529-0992
1184	*	Kristina Siebrandt	Kristina M. Siebrandt	701 Magnolia Ave.	Auburndale	FL	33823	Kiosk	(402) 450-3494
1827	*	Parand Industries LLC	Manizha N. Parand	1019 US 27 N.	Avon Park	FL	33825	Kiosk	(856) 899-7116
2221	*	Chubby's Coffee, LLC	Thomas A. Simonian	6625 State Road 70	Bradenton	FL	34203	Kiosk	630-816-9977
2222	*	Chubby's Coffee, LLC	Thomas A. Simonian	4708 State Road 64 East	Bradenton	FL	34208	Kiosk	630-816-9977
1249		Brandon Coffee, LLC	Talal Abdallah Kazbour	402 W. Brandon Blvd.	Brandon	FL	33511	Kiosk	(813) 625-0321
321		Cuppa Rast Gulf Coast, LLC	Anthony Massacavollo	636 Del Prado Blvd.	Cape Coral	FL	33990	Non-Traditional	(239) 424-2000
1828	*	Parand Industries LLC	Manizha N. Parand	49533 US Hwy. 27	Davenport	FL	33897	Kiosk	(347) 545-9755
660	*	Jessica O'Toole and Ty O'Toole	Jessica O'Toole	809 S. Bay St.	Eustis	FL	32726	Kiosk	(352) 406-1480
322		Cuppa Rast Gulf Coast, LLC	Anthony Massacavollo	13681 Doctors Way	Ft. Myers	FL	33912	Non-Traditional	(402) 630-1907
323		Cuppa Rast Gulf Coast, LLC	Anthony Massacavollo	9981 S. Healthpark Dr.	Ft. Myers	FL	33908	Non-Traditional	(402) 630-1907
324		Cuppa Rast Gulf Coast, LLC	Anthony Massacavollo	2776 Cleveland Ave.	Ft. Myers	FL	33901	Non-Traditional	(239) 343-2068
358	*	OM Strategic Ventures, Inc.	Dhruv Narielwala	5006 NW 34th Blvd	Gainesville	FL	32605	Kiosk	(352) 451-4724
1009	*	Magic Beanz LLC	Olon J. Hyde	122 Gulf Breeze Pkwy	Gulf Breeze	FL	32561	Kiosk	(850) 356-5364
961	*	Joesaphine's Coffee LLC	Edward W. Grimes	13753 Beach Blvd	Jacksonville	FL	32224	Kiosk	(405) 651-6187
1992		RedRobin Enterprises, LLC	Dorie M. Robinson	3080 New Berlin Rd.	Jacksonville	FL	32226	Kiosk	904-318-6950
2059	*	Gratia Coffee Olympia LLC	Dale A. Ogren	5710 Lee Blvd.	Lehigh Acres	FL	33971	Kiosk	(239) 990-6369
2388	*	Hilltrust Coffee LLC	Bradlee W. Hilley	8763 Navarre Pkwy	Navarre	FL	32566	Kiosk	(850) 710-3200
1772	*	Sunshine Coffee Properties LLC	Sean M. Stevens	7229 US Hwy 19	New Port Richey	FL	34652	Kiosk	(402) 490-8361
716	*	Cuppa Rast, Inc.	Anthony Massacavollo	151 Park Ave.	Orange Park	FL	32073	Kiosk	(219) 798-6001
1247		Parand Industries Four, LLC	Manizha N. Parand	10413 E. Colonial Dr.	Orlando	FL	32817	Kiosk	(347) 545-9755
1335	*	SAFL Brew, LLC	Spencer J. Ashburn	3005 W. Oak Ridge Rd.	Orlando	FL	32809	Kiosk	(402) 430-7999
1246		Parand Industries LLC	Manizha N. Parand	3176 W. SR 426	Oviedo	FL	32765	Kiosk	(347) 545-9755
1011	*	Magic Beanz LLC	Olon J. Hyde	4240 HWY 90	Pace	FL	32571	Kiosk	(850) 204-2000
1008	*	Magic Beanz LLC	Olon J. Hyde	5601 Woodbine Rd.	Pace	FL	32571	Kiosk	(850) 356-5364
609	*	Coffee of Champions, Inc.	Ansley Champion	628 S. State Rd. 19	Palatka	FL	32177	Kiosk	(386) 937-4936
1010	*	Magic Beanz LLC	Olon J. Hyde	6800 Pensacola Blvd	Pensacola	FL	32505	Kiosk	(850) 356-5364
1622		Bean There Done That, LLC	Igor Bley	4672 Park Blvd. N.	Pinellas Park	FL	33781	Kiosk	(813) 493-0859
2544	*	Central Florida Coffee Group LLC	Pasquale A. Casalaspro	1465 W. Granfield Ave.	Plant City	FL	33563	Kiosk	(813) 625-0321
2077	*	B5 Coffee Corp.	Cary J. Bastian	11624 Boyette Rd.	Riverview	FL	33569	Kiosk	(309) 337-6649
215		Atomic Coffee I, LLC	Robert LeLievre	833 Osceola Drive	Rockledge	FL	32955	Kiosk	321-338-2589

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
2634	*	Blue Tide Ventures, LLC	Scott J. Young	1980 S Ridgewood Ave.	South Daytona	FL	32119	Kiosk	(402) 613-2580
1183**	*	Kristina Siebrandt	Kristina M. Siebrandt	980 Pasadena Ave. S.	St. Petersburg	FL	33707	Kiosk	(402) 450-3494
891	*	Smart Starz LLC	Navidullah Ismailkhil	9299 4th St. N.	St. Petersburg	FL	33702	Kiosk	(813) 895-4878
2438	*	Meadowbrook Coffee Co. LLC	Frederick J. Weir, III	429 Progress Cir.	Blue Ridge	GA	30513	Kiosk	(706) 946-6040
2509	*	Sel Coffee LLC	Nichole L. Goskey	810 US HWY. 84 E.	Cairo	GA	39828	Kiosk	(229) 397-0213
2444	*	Java ATH LLC	Jeffrey B. Cannon	316 N Main St	Cleveland	GA	30528	Kiosk	(229) 308-9750
568	*	Coffee Roots TN LLC	Rostis N. Timoshchuk	1935 Battlefield Pkwy	Fort Oglethorpe	GA	30742	Kiosk	(423) 313-3373
1275	*	Culinary Coffee, LLC	Michael S. Combs	2010 Browns Bridge Rd.	Gainesville	GA	30501	Kiosk	(402) 968-9712
1170	*	Walt Dylan Heath	Walt D. Heath	615 Landmark Pointe Blvd, Suite A	Gray	GA	31032	Kiosk	(478) 607-0613
1325	*	ARK Endeavors 786, LLC	Tariq S. Kassam	2244 Loganville Hwy	Grayson	GA	30017	Kiosk	(505) 259-1122
189		C&E Tyler LLC	Emily Harris	2943 Canton Rd. Suite 1600	Marietta	GA	30066	Kiosk	(770) 485-9043
1209	*	Waterslake CFE A LLC	Jonathan E. Spindler	761 Powder Springs St.	Marietta	GA	30064	Kiosk	(678) 322-7701
406		Coffee Roots TN LLC	Rostis N. Timoshchuk	7 Shorter Ave.	Rome	GA	30165	Kiosk	404-641-1907
160		JS Mission LLC	Justin Yesudasan	550 W. Crossville Rd., Suite 101	Roswell	GA	30075	Endcap	770-299-1350
1072		Peterson Coffee LLC	Jamiel J. Peterson	1881 Watson Blvd.	Warner Robins	GA	31093	Kiosk	(478) 551-4178
1109		Java WND LLC	Jeffrey B. Cannon	141 E. May St.	Winder	GA	30680	Kiosk	(229) 308-9750
2190		C & J Enterprises, LLC	Charles J. Gross	708 Greene St.	Adel	IA	50003	Kiosk	(712) 249-6564
1475		Sprouting Beans, LLC	Katie M. Alspach	1505 Highway 169	Algona	IA	50511	Kiosk	(515) 395-1475
872		Random Enterprises, Inc.	Kelly M. Schwinger	709 2nd Ave. SW	Altoona	IA	50009	Kiosk	(641) 745-7180
309	*	B3 Brew, LLC	Randy R. Mumm	104 Duff Ave	Ames	IA	50010	Coffeehouse	641-330-0939
479	*	B3 Brew, LLC	Randy R. Mumm	200 S. 16th St.	Ames	IA	50010	Kiosk	(515) 598-7178
401		Southern Grounds LLC	Randy R. Mumm	125 SE Oralabor Rd.	Ankeny	IA	50021	Kiosk	(319) 431-2648
369	*	Blu Water Brew, LLC	Joshua Morris	312 S Hwy 71	Arnolds Park	IA	51331	Kiosk	(402) 730-7700
362		C & J Enterprises, LLC	Charles J. Gross	1508 E 7th St	Atlantic	IA	50022	Kiosk	(712) 340-6577
1259	*	High Porch Coffee, LLC	Jeremy E. Music	1673 Grant St.	Bettendorf	IA	52722	Endcap	(563) 526-8928
341		B3 Brew, LLC	Randy R. Mumm	327 Story St	Boone	IA	50036	Kiosk	(515) 421-9199
281	*	Coffee Specialists, LLC	Jeremy E. Music	1728 N Roosevelt Ave	Burlington	IA	52601	Kiosk	(319) 237-3101
318	*	Brew Enterprises, LLC	Lindsey S. Jochim	709 W Hwy 30	Carroll	IA	51401	Kiosk	(402) 238-4415
429	*	B3 Brew, LLC	Randy R. Mumm	412 W. 1st St.	Cedar Falls	IA	50613	Kiosk	(319) 260-2070
478	*	B3 Brew, LLC	Randy R. Mumm	315 Viking Plaza Dr.	Cedar Falls	IA	50613	Coffeehouse	641-330-0939

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
266	*	B & C Coffee, LLC	Brent A. Votroubek	6600 Kirkwood Blvd. SW, Suite 500	Cedar Rapids	IA	52404	Endcap	319-200-2050
306	*	B & C Coffee, LLC	Brent A. Votroubek	1420 1st Ave NE, Suite 104	Cedar Rapids	IA	52402	Endcap	319-210-2622
476	*	B & C Coffee, LLC	Brent A. Votroubek	3212 Mt. Vernon Rd SE	Cedar Rapids	IA	52403	Kiosk	(319) 210-2622
234		Eastern Iowa Coffee, LLC	Stanley G. Eilers	7037 C Ave NE	Cedar Rapids	IA	52402	Endcap	319-294-0060
235		Eastern Iowa Coffee, LLC	Stanley G. Eilers	2300 Edgewood Rd SW	Cedar Rapids	IA	52404	Endcap	319-654-8888
1352		High Porch Coffee, LLC	Jeremy E. Music	715 E. Maple St.	Centerville	IA	52544	Kiosk	(319) 330-7033
999		Blu Water Brew, LLC	Joshua Morris	501 Freeman St.	Charles City	IA	50616	Kiosk	(877) 494-7004
1071		C & J Enterprises, LLC	Charles J. Gross	1203 S. 16th St.	Clarinda	IA	51632	Kiosk	(712) 249-6564
287		Blu Water Brew, LLC	Joshua Morris	1903 Hwy 18 E	Clear Lake	IA	50428	Kiosk	(641) 210-6404
453	*	High Porch Coffee, LLC	Jeremy E. Music	338 8th Ave. S.	Clinton	IA	52732	Kiosk	402-614-1723
534	*	A Latte Buzzness 3, L.L.C.	Mark A. Holtkamp	802 1st Ave.	Coralville	IA	52241	Coffeehouse	(319) 594-1062
148	*	Freedom Enterprises, LLC	Tracy A. Bouwens	4 North 16th St.	Council Bluffs	IA	51501	Kiosk	712-396-2029
4		Freedom Enterprises, LLC	Tracy A. Bouwens	3030 West Broadway	Council Bluffs	IA	51501	Endcap	712-242-1050
232		Rad Coffee, LLC	Brooke E. Radcliff	1738 Madison Ave.	Council Bluffs	IA	51503	Coffeehouse	712-323-4460
1311		MCY, LLC	Jason M. Metcalf	806 S. Sumner St.	Creston	IA	50801	Kiosk	(402) 202-6314
1056		A&M Coffee, LLC	Alan C. Devereaux	900 Short St.	Decorah	IA	52101	Kiosk	(402) 350-2063
757		Rae Banks Enterprise, LLC	Hanna R. Leiting	1226 4th Ave. S.	Denison	IA	51442	Kiosk	(712) 579-1731
133		ACJS Holdings, LLC	Richard L. Cockerill	99 University Ave	Des Moines	IA	50314	Kiosk	515-244-3517
804		Random Enterprises, Inc.	Kelly M. Schwinger	4402 Douglas Ave.	Des Moines	IA	50310	Kiosk	(641) 745-7180
856		Random Enterprises, Inc.	Kelly M. Schwinger	102 E. Euclid Ave.	Des Moines	IA	50313	Kiosk	(641) 745-7180
1053	*	Blu Water Brew, LLC	Joshua Morris	1126 E. Central Ave.	Estherville	IA	51334	Kiosk	(712) 765-1723
600	*	High Porch Coffee, LLC	Jeremy E. Music	2105 W. Burlington Ave.	Fairfield	IA	52556	Kiosk	(319) 330-7033
431	*	Brew Enterprises, LLC	Lindsey S. Jochim	2949 5th Ave S	Fort Dodge	IA	50501	Coffeehouse	402-238 4415
598	*	Coffee Specialists, LLC	Jeremy E. Music	1804 Avenue H	Ft. Madison	IA	52627	Kiosk	(319) 330-7033
217		Loving Cup, LLC	Mackenzie Burnett	2810 SE Grimes Blvd.	Grimes	IA	50111	Endcap	515-339-8783
621	*	High Porch Coffee, LLC	Jeremy E. Music	1026 West St.	Grinnell	IA	50112	Kiosk	(641) 659-6852
2380		Rae Banks Enterprise, LLC	Hanna R. Leiting	2102 23rd St.	Harlan	IA	51537	Kiosk	(712) 579-1731
477	*	B & C Coffee, LLC	Brent A. Votroubek	1004 Robins Rd.	Hiawatha	IA	52233	Kiosk	(319) 210-2622
1001		Full Cup Coffee LLC	Randy R. Mumm	660 N. US Hwy 69	Huxley	IA	50124	Kiosk	(515) 597-7173
904		B3 Brew, LLC	Randy R. Mumm	400 1st St. E.	Independence	IA	50644	Kiosk	(641) 330-0939

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
343	*	Brew Enterprises, LLC	Lindsey S. Jochim	1112 North Jefferson Way	Indianola	IA	50125	Kiosk	(402) 238-4415
419	*	A Latte Buzzness, L.L.C.	Mark A. Holtkamp	1335 Hwy 1	Iowa City	IA	52246	Kiosk	(319) 594-1062
535	*	A Latte Buzzness 4, L.L.C.	Mark A. Holtkamp	3057 Scott Blvd.	Iowa City	IA	52240	Coffeehouse	(319) 594-1062
1136	*	Iowa Scoot, LLC	Carrie A. Christo	413 Oak St.	Iowa Falls	IA	50126	Kiosk	(641) 316-1077
271		Southern Grounds LLC	Randy R. Mumm	6001 Merle Hay Rd.	Johnston	IA	50131	Kiosk	(515) 631-5155
444	*	Coffee Specialists, LLC	Jeremy E. Music	2801 Main St.	Keokuk	IA	52632	Kiosk	(319) 330-7033
351		Loving Cup, LLC	Mackenzie Burnett	1103 W Pleasant St	Knoxville	IA	50138	Kiosk	(515) 519-3856
2422		Amy M. McEwen	Amy M. McEwen	501 1st St. SW	LeMars	IA	51031	Kiosk	(402) 419-6869
1523		TC Coffee LLC	Carrie D. Ewart	305 W. Main St.	Manchester	IA	52057	Kiosk	(319) 310-1082
1245**	*	Midwest Brew Crew, L.L.C.	Jason P. Huff	901 W. Platt St.	Maquoketa	IA	52060	Kiosk	319-240-5493
1862		B & C Coffee, LLC	Brent A. Votroubek	1010 62nd St.	Marion	IA	52302	Kiosk	(319) 210-2622
236		Eastern Iowa Coffee, LLC	Stanley G. Eilers	690 Marion Blvd	Marion	IA	52302	Kiosk	(319) 392-0025
693	*	Eastern Iowa Coffee, LLC	Stanley G. Eilers	1708 S. Center St.	Marshalltown	IA	50158	Kiosk	(319) 560-1930
610	*	Blu Water Brew, LLC	Joshua Morris	1315 4th St. SW	Mason City	IA	50401	Coffeehouse	402-730-7700
599	*	High Porch Coffee, LLC	Jeremy E. Music	1810 E. Washington St.	Mt. Pleasant	IA	52641	Kiosk	(319) 330-7033
1274	*	Bean Drip Services, LLC	Teresa A. Duling	210 Business 30 SW	Mt. Vernon	IA	52314	Kiosk	(319) 325-6946
601	*	High Porch Coffee, LLC	Jeremy E. Music	3949 Mulberry Ave.	Muscatine	IA	52761	Kiosk	(319) 330-7033
283		Loving Cup, LLC	Mackenzie Burnett	1114 1st Ave E	Newton	IA	50208	Kiosk	816-721-4066
533	*	A Latte Buzzness 2, L.L.C.	Mark A. Holtkamp	615 Penn Ct.	North Liberty	IA	52317	Kiosk	(319) 594-1062
2207		Loving Cup, LLC	Mackenzie Burnett	9441 Marketplace Dr.	Norwalk	IA	50211	Kiosk	(816) 916-5772
867		Blue Barn Coffee, LLC	Amy M. McEwen	302 8th St. SE	Orange City	IA	51041	Kiosk	(402) 419-6869
605	*	High Porch Coffee, LLC	Jeremy E. Music	504 Ave. A West	Oskaloosa	IA	52577	Kiosk	402-614-1723
373	*	Coffee Specialists, LLC	Jeremy E. Music	719 Richmond Ave	Ottumwa	IA	52501	Kiosk	(641) 575-0830
692	*	Eastern Iowa Coffee, LLC	Stanley G. Eilers	2012 Washington St.	Pella	IA	50219	Kiosk	(641) 621-0010
1957		Tandem Enterprises II, L.L.C.	Troy A. Bauer	414 1st Ave.	Perry	IA	50220	Kiosk	(515) 418-0078
156		Loving Cup, LLC	Mackenzie Burnett	1201 Copper Creek Dr.	Pleasant Hill	IA	50327	Kiosk	515-371-0042
2189		Loving Cup, LLC	Mackenzie Burnett	605 W. Bridge Rd.	Polk City	IA	50226	Kiosk	(816) 916-5772
1229		MCY, LLC	Jason M. Metcalf	1509 N. Broadway St.	Red Oak	IA	51566	Kiosk	(402) 202-6314
743	*	Sacred Grounds, Inc.	Jay M. Van Dyken	916 Main St.	Rock Valley	IA	51247	Kiosk	(712) 476-2114
987		Sacred Grounds, Inc.	Jay M. Van Dyken	2601 Park St.	Sheldon	IA	51201	Kiosk	(712) 631-4225
1120		MCY, LLC	Jason M. Metcalf	406 S. Fremont St.	Shenandoah	IA	51601	Kiosk	(402) 202-6314

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
742	*	Sacred Grounds, Inc.	Jay M. Van Dyken	22 11th St. NW	Sioux Center	IA	51250	Kiosk	(712) 722-4117
106	*	Alderman-Dreher Holdings, LLC	Alison Alderman-Dreher	675 Gordon Drive	Sioux City	IA	51101	Kiosk	712-255-0296
2241	*	Alderman-Dreher Holdings, LLC	Alison Alderman-Dreher	4131 Southgate Dr.	Sioux City	IA	51106	Kiosk	(402) 689-6390
186		Alderman-Dreher Holdings, LLC	Alison Alderman-Dreher	1390 Hamilton Blvd	Sioux City	IA	51103	Endcap	(712) 277-0153
219		Alderman-Dreher Holdings, LLC	Alison Alderman-Dreher	3136 Floyd Blvd.	Sioux City	IA	51108	Endcap	712-224-2739
361		Alderman-Dreher Holdings, LLC	Alison Alderman-Dreher	4307 Gordon Dr	Sioux City	IA	51106	Kiosk	712-255-0296
285	*	Blu Water Brew, LLC	Joshua Morris	20 E 8th St	Spencer	IA	51301	Kiosk	402-730-7700
348	*	Blu Water Brew, LLC	Joshua Morris	1808 Keokuk Ave	Spirit Lake	IA	51360	Kiosk	402-730-7700
288	*	Brew Enterprises, LLC	Lindsey S. Jochim	805 Seneca St	Storm Lake	IA	50588	Kiosk	(712) 213-0102
230		Loving Cup, LLC	Mackenzie Burnett	10155 Hickman Rd.	Urbandale	IA	50322	Kiosk	515-339-7204
622	*	High Porch Coffee, LLC	Jeremy E. Music	321 South Iowa Ave.	Washington	IA	52353	Kiosk	(319) 330-7033
480	*	B3 Brew, LLC	Randy R. Mumm	115 E. Ridgeway Ave.	Waterloo	IA	50701	Coffeehouse	(641) 330-0939
334		Tandem Enterprises, L.L.C.	Troy A. Bauer	122 West Hickman Road	Waukee	IA	50263	Endcap	515-401-8611
302		Brew Enterprises, LLC	Lindsey S. Jochim	210 W Bremer Ave	Waverly	IA	50677	Kiosk	(319) 483-0071
1070	*	Iowa Scoot, LLC	Carrie A. Christo	321 2nd St.	Webster City	IA	50595	Kiosk	(515) 832-1521
802	*	ARC Holdings, LLC	Richard L. Cockerill	4566 University Ave.	West Des Moines	IA	50266	Kiosk	(402) 315-0901
240		Loving Cup, LLC	Mackenzie Burnett	5585 Mills Civic Parkway Suite 170	West Des Moines	IA	50266	Endcap	515-339-5165
807		Random Enterprises, Inc.	Kelly M. Schwinger	830 1st St.	West Des Moines	IA	50265	Kiosk	(515) 675-3642
162		Loving Cup, LLC	Mackenzie Burnett	7500 Hickman Road	Windsor Heights	IA	50324	Kiosk	515-339-4839
2572	*	Coffee Group of Idaho, LLC	David M. Dworak	1115 5th Street North	Nampa	ID	83687	Kiosk	(208) 546-0872
2899		AM KAFES LLC	Ava A. Matsas	400 S. Randall Rd. Space A	Algonquin	IL	60118	Kiosk	(847) 507-9733
1350	*	Jose D. Vela and Chase B. Brower	Chase B. Brower	300 McKinley Ave.	Bartonville	IL	61607	Kiosk	(309) 231-3436
1076	*	CHF Investments, LLC	Rachel D. Wallace	503 W. Main St.	Benton	IL	62812	Kiosk	(217) 620-4437
1179	*	53 Past LLC	Karishma V. Gariepy	102 W. Bethalto Dr.	Bethalto	IL	62010	Kiosk	(618) 717-0231
1443	*	Coffee Bros I LLC	Lars R. Johnson	1508 - N. Main St.	Bloomington	IL	61701	Kiosk	(312) 656-0440
2476	*	RizeAndGrind, LLC	Jesse A. Koontz	549 E. Boughton Rd.	Bolingbrook	IL	60440	Kiosk	(760) 707-9700
1771		BV Legacy Partners, Inc	Matthew G. Bretz	684 N. 12th St.	Breese	IL	62230	Kiosk	(618) 974-9997
445	*	Twins Holdings IL 2002 LLC	Robert Evers	923 W. Main St.	Carbondale	IL	62901	Kiosk	(217) 735-4171

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
1290	*	CHF Investments, LLC	Rachel D. Wallace	280 N. Brooks Ave	Centralia	IL	62801	Kiosk	(217) 620-4437
2114	*	Whoa N Go Services 1 LLC	Marcus C. McGlasson	1214 N Main St.	Chatham	IL	62629	Kiosk	(217) 483-7754
1121		Twins Holdings IL 2002 LLC	Robert Evers	2307 State St.	Chester	IL	62233	Kiosk	(217) 735-4171
1000		3 Kings Coffee LLC	Nicholas D. Pollard	614 W. Van Buren St.	Clinton	IL	61727	Kiosk	(941) 387-6964
1776		Frey Coffee Collinsville LLC	Cory M. Frey	1312 Vandalia St.	Collinsville	IL	62234	Kiosk	(618) 223-8166
1351	*	Jose D. Vela and Chase B. Brower	Chase B. Brower	420 S. Main St.	Creve Coeur	IL	61610	Kiosk	(309) 231-3436
2638**		Metrios Holdings LLC	Tom Diamantopoulos	2125 Ogden Ave.	Downers Grove	IL	60515	Coffeehouse	(630) 297-8043
2405		Nick Huggins LLC	Eric Huggins	523 S Washington St.	Du Quoin	IL	62832	Kiosk	(618) 830-7600
2115	*	High Porch Coffee, LLC	Jeremy E. Music	4133 Kennedy Dr.	East Moline	IL	61244	Kiosk	(319) 330-7033
1818	*	Whoa N Go Services 1 LLC	Marcus C. McGlasson	5709 N. Illinois St.	Fairview Heights	IL	62208	Kiosk	(217) 553-0109
1255	*	High Porch Coffee, LLC	Jeremy E. Music	1317 N. Henderson St.	Galesburg	IL	61401	Kiosk	(319) 330-7033
1257	*	High Porch Coffee, LLC	Jeremy E. Music	1000 S. Oakwood Ave.	Geneseo	IL	61254	Kiosk	(319) 330-7033
399		1818 Development LLC	Robert R. Semptimphelter	4208 S. Route 159	Glen Carbon	IL	62034	Kiosk	402-680-4593
2015		1818 Development LLC	Robert R. Semptimphelter	5330 Godfrey Rd.	Godfrey	IL	62035	Kiosk	(402) 680-4593
1231	*	53 Past LLC	Karishma V. Gariepy	1511 Johnson Rd.	Granite City	IL	62040	Kiosk	(618) 500-1019
1232		Gaf-Fine Grounds, LLC	Jerry C. Gaffner	1505 IL Rte 127	Greenville	IL	62246	Kiosk	(618) 410-3656
1289	*	CHF Investments, LLC	Rachel D. Wallace	84 S Commercial St.	Harrisburg	IL	62946	Kiosk	(217) 620-4437
849		Frey Boys, LLC	Cory M. Frey	12571 State Rt. 143	Highland	IL	62249	Kiosk	(618) 651-4070
1244		Full Quiver Brewing Grounds LLC	Jeffrey A. Graham	600 S. State St.	Jerseyville	IL	62052	Kiosk	(217) 622-4839
1254	*	High Porch Coffee, LLC	Jeremy E. Music	630 Tenney St.	Kewanee	IL	61443	Kiosk	(319) 330-7033
2625	*	NaVi Coffee LLC	Naishilkumar A. Patel	904 E. 9th Street	Lockport	IL	60441	Kiosk	(815) 660-6196
2748	*	Becklane Java LLC	Jeffrey J. Becker	1700 West Lane Rd.	Machesney Park	IL	61115	Non-Traditional	(779) 210-7035
1991		Quick Coffee, LLC	Eryn S. Wissler	2119 S. Center St.	Maryville	IL	62062	Kiosk	(618) 223-1808
1348		Laura's Kaffeezeit, LLC	Laura Hearen	1300 West Main St.	Mascoutah	IL	62258	Kiosk	(618) 448-0888
2456		Marvin VanKeulen and Mary VanKeulen	Marvin M. VanKeulen	1108 13th Ave.	Mendota	IL	61342	Kiosk	815-252-9633
602	*	High Porch Coffee, LLC	Jeremy E. Music	2008 Deere Dr.	Milan	IL	61264	Kiosk	(319) 330-7033
1181	*	High Porch Coffee, LLC	Jeremy E. Music	1181 N. 6th St.	Monmouth	IL	61462	Kiosk	(319) 330-7033
1153	*	CHF Investments, LLC	Rachel D. Wallace	908 N. Market St.	Mt. Carmel	IL	62863	Kiosk	(217) 620-4437
2381		Moe & Amal Enterprise LLC	Hasan Assad	214 Oak Creek Plaza	Mundelein	IL	60060	Kiosk	(847) 912-2882

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
1967	*	Scorilo LLC	Vlad G. Robu	1923 Glacier Park Ave.	Naperville	IL	60540	Kiosk	(630) 608-8959
2671	*	Roasted Revelations, LLC	Amitkumar M. Soni	700 E. Lincoln Hwy.	New Lenox	IL	60451	Kiosk	(708) 214-2709
689	*	R3 Baristas LLC	Kevin P. Schwartz	1004 W Hwy 50	O'Fallon	IL	62269	Kiosk	(314) 378-2145
1292	*	CHF Investments, LLC	Rachel D. Wallace	131 N West St.	Olney	IL	62450	Kiosk	(217) 620-4437
2626	*	NaVi Coffee LLC	Naishilkumar A. Patel	Orchard Rd. & Mill St.	Oswego	IL	60543	Endcap	(630) 636-6142
1230		3 Kings Coffee Paris LLC	Nicholas D. Pollard	902 Marshall St.	Paris	IL	61944	Kiosk	(941) 387-6964
1313	*	Midwest Brew Crew, L.L.C.	Jason P. Huff	15 W. South St.	Plano	IL	60545	Kiosk	319-240-5493
1182	*	High Porch Coffee, LLC	Jeremy E. Music	15 East Century Dr.	Princeton	IL	61356	Kiosk	(319) 330-7033
1288	*	CHF Investments, LLC	Rachel D. Wallace	306 E. Main St.	Robinson	IL	62454	Kiosk	(618) 546-0487
1258	*	High Porch Coffee, LLC	Jeremy E. Music	405 1st Ave.	Rock Falls	IL	61071	Kiosk	(319) 330-7033
2747	*	Becklane Java LLC	Jeffrey J. Becker	3515 E State St.	Rockford	IL	61108	Kiosk	(779) 210-2773
1068	*	CHF Investments, LLC	Rachel D. Wallace	1508 W. Main St.	Salem	IL	62881	Kiosk	(217) 620-4437
1180**	*	Midwest Brew Crew, L.L.C.	Jason P. Huff	1208 E. Church St.	Sandwich	IL	60548	Kiosk	319-240-5493
758	*	Whoa N Go Services 1 LLC	Marcus C. McGlasson	2935 E. Clear Lake Ave.	Springfield	IL	62702	Kiosk	(217) 553-0109
759	*	Whoa N Go Services 1 LLC	Marcus C. McGlasson	1740 Wabash Ave.	Springfield	IL	62704	Kiosk	
1819	*	Whoa N Go Services 1 LLC	Marcus C. McGlasson	2700 N. Illinois St.	Swansea	IL	62226	Kiosk	(217) 553-0109
1003		Central Illinois Coffee Company LLC	Marcus C. McGlasson	1187 East 1500 North Rd.	Taylorville	IL	62568	Kiosk	(217) 553-0109
2830		AJ's Food 8, LLC	Alexander J. Gowin	1000 E. Southline Rd.	Tuscola	IL	61953	Endcap	(217) 253-9439
2233	*	CHF Investments, LLC	Rachel D. Wallace	915 Veterans Ave. Suite B	Vandalia	IL	62471	Endcap	(618) 790-7333
691	*	R3 Baristas Waterloo LLC	Kevin P. Schwartz	808 N. Illinois Route 3	Waterloo	IL	62298	Kiosk	(314) 378-2145
2375	*	Kava Java, LLC	Jesse A. Koontz	310 N Milwaukee Ave.	Wheeling	IL	60090	Kiosk	(760) 707-9700
2378	*	Kava Java, LLC	Jesse A. Koontz	1820 East Hintz	Wheeling	IL	60090	Endcap	(224) 857-8871
1752	*	Midwest Brew Crew, L.L.C.	Jason P. Huff	28 E. Schoolhouse Rd.	Yorkville	IL	60560	Kiosk	319-240-5493
1525	*	Waterslake CFE IN, LLC Series 2	Jonathan E. Spindler	996 N. Main St.	Bluffton	IN	46714	Kiosk	(832) 603-0913
1480		Schlosser Coffee LLC	Lora M. Schlosser	304 N. 13th St.	Decatur	IN	46733	Kiosk	(260) 729-2899
1731	*	616 W Bristol St. LLC	Eric P. Berg	616 W. Bristol St.	Elkhart	IN	46514	Kiosk	(765) 243-3132
1973	*	Ankit and Dipal Patel	Ankit C. Patel	1940 N. Green River Rd.	Evansville	IN	47715	Kiosk	(201) 706-0560
2196	*	Klipsch's Coffee, LLC	Benjamin P. Klipsch	535 E. Diamond Ave.	Evansville	IN	47714	Kiosk	(812) 228-7827
2227		Faith N Action, LLC	David M. Ayala, II	709 W. Broadway St.	Fortville	IN	46040	Kiosk	(317) 503-9217

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
1692	*	RDOT Enterprises, LLC	Janet W. Drew	1730 N. Morton St.	Franklin	IN	46131	Kiosk	(270) 993-0648
2197	*	Klipsch's Coffee, LLC	Benjamin P. Klipsch	2426 Newton St.	Jasper	IN	47546	Kiosk	(812) 556-0208
1592	*	Waterslake CFE IN LLC Series 7	Jonathan E. Spindler	621 E. North St.	Kendallville	IN	46755	Kiosk	(832) 603-0913
1778	*	WNG Terra Haute LLC	Marcus C. McGlasson	2131 E. SR 54	Linton	IN	47441	Kiosk	(217) 553-0109
1349	*	Waterslake CFE IN, LLC Series 6	Jonathan E. Spindler	3225 E. Market St.	Logansport	IN	46947	Kiosk	(832) 603-0913
1721	*	Waterslake CFE IN, LLC Series 4	Jonathan E. Spindler	335 Clifty Dr.	Madison	IN	47250	Kiosk	(832) 603-0913
1732	*	2440 E 12th St LLC	Eric P. Berg	2440 E. 12th St.	Mishawaka	IN	46544	Kiosk	(765) 243-3132
2198	*	Klipsch's Coffee, LLC	Benjamin P. Klipsch	1101 E. 4th St.	Mt. Vernon	IN	47620	Kiosk	(812) 831-3962
1198		100 Family Fare Dr., LLC	Eric P. Berg	100 Family Fare Dr.	Nappanee	IN	46550	Kiosk	(574) 285-4535
1669	*	Waterslake CFE IN, LLC Series 5	Jonathan E. Spindler	1705 S. Memorial Dr.	New Castle	IN	47362	Kiosk	(260) 946-0125
1648	*	Waterslake CFE IN, LLC Series 3	Jonathan E. Spindler	1450 N. Meridian St.	Portland	IN	47371	Kiosk	(832) 603-0913
2512	*	Mark Holtkamp and John Wilson	Mark A. Holtkamp	790 W Lincoln Hwy.	Schererville	IN	46375	Kiosk	(319) 594-1062
2511	*	Mark Holtkamp and John Wilson	Mark A. Holtkamp	8455 Wicker Ave.	St. John	IN	46373	Kiosk	(219) 900-0125
761	*	WNG Terra Haute LLC	Marcus C. McGlasson	1617 S. 3rd St.	Terre Haute	IN	47802	Kiosk	(217) 553-0109
1717	*	Waterslake CFE IN, LLC Series 1	Jonathan E. Spindler	797 S. Wabash St.	Wabash	IN	46992	Kiosk	(832) 603-0913
2559	*	THREE2COFFEE, LLC	Kristopher R. Kassel	471 S. SR 57	Washington	IN	47501	Kiosk	(812) 610-1445
2828		Dream Bean LLC	Justin R. Gillette	1406 N Buckeye	Abilene	KS	67410	Kiosk	(620) 480-7603
83		Brew Crew LLC	Sarah M. Kromer	626 South Andover Rd. #100	Andover	KS	67002	Endcap	316-733-1330
615	*	Brew Crew LLC	Sarah M. Kromer	1428 N. Summit St.	Arkansas City	KS	67005	Kiosk	(316) 633-0323
1611		Freedom Enterprises, LLC	Tracy A. Bouwens	321 Main St.	Atchison	KS	66002	Kiosk	(913) 369-5817
202		Brew Crew LLC	Sarah M. Kromer	525 W. 7th St.	Augusta	KS	67010	Coffeehouse	(316) 351-7113
635		Freedom Enterprises, LLC	Tracy A. Bouwens	1415 S. Santa Fe Ave.	Chanute	KS	66720	Kiosk	(620) 902-5014
634		Freedom Enterprises, LLC	Tracy A. Bouwens	314 W. 11th St.	Coffeyville	KS	67337	Kiosk	(913) 369-5817
1526	*	Family Blends, LLC	Scott W. Bjurstrom	1672 S. Range Ave.	Colby	KS	67701	Kiosk	(620) 260-6575
1610		Freedom Enterprises, LLC	Tracy A. Bouwens	1802 Lincoln St.	Concordia	KS	66901	Kiosk	(913) 369-5817
319		Bean of Life, Inc.	Dale Willhite	2120 N. 14th Ave., Suite D	Dodge City	KS	67801	Endcap	(620) 471-2030
402		Bean of Life, Inc.	Dale Willhite	904 W. Wyatt Earp Blvd.	Dodge City	KS	67801	Kiosk	620-408-7644
428		Loving Cup, LLC	Mackenzie Burnett	2000 W. Central Ave.	El Dorado	KS	67042	Kiosk	816-721-4066

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
282		Emporia Espresso, LLC	Brian Kruse	1702 N Industrial Rd	Emporia	KS	66801	Kiosk	(620) 481-2770
2469		Freedom Enterprises, LLC	Tracy A. Bouwens	1436 Church St.	Eudora	KS	66025	Kiosk	(913) 369-5817
395		Freedom Enterprises, LLC	Tracy A. Bouwens	2402 S Main St	Fort Scott	KS	66701	Kiosk	913-367-5817
307	*	Higher Grounds LLC	Donald A. Huber	2517 N Campus Dr	Garden City	KS	67846	Kiosk	(620) 290-9108
393	*	Higher Grounds LLC	Donald A. Huber	601 E Kansas Ave	Garden City	KS	67846	Kiosk	(620) 290-9108
222	*	Freedom Enterprises, LLC	Tracy A. Bouwens	1850 E Santa Fe Dr	Gardner	KS	66030	Kiosk	(913) 856-2349
855		Loving Cup, LLC	Mackenzie Burnett	20201 W. Kellogg St.	Goddard	KS	67052	Kiosk	(816) 916-5772
313		Bean of Life, Inc.	Dale Willhite	3501 10th St.	Great Bend	KS	67530	Kiosk	(620) 290-9108
1527	*	Family Blends, LLC	Scott W. Bjurstrom	2405 Vine St.	Hays	KS	67601	Kiosk	(620) 260-6575
303	*	Dream Bean LLC	Justin R. Gillette	501 E 30th Ave	Hutchinson	KS	67502	Kiosk	620-500-5299
506	*	Dream Bean LLC	Justin R. Gillette	1703 E. 30th Ave.	Hutchinson	KS	67502	Kiosk	(620) 480-7603
620	*	Brew Crew LLC	Sarah M. Kromer	100 N. 10th St.	Independence	KS	67301	Kiosk	(316) 633-0323
372	*	Collaborative Ventures, LLC	Justin L. Gulbrandson	439 W 6th St	Junction City	KS	66441	Kiosk	402-430-1857
135		Freedom Enterprises, LLC	Tracy A. Bouwens	721 Center Drive	Lansing	KS	66043	Kiosk	913-250-0297
947		Collaborative Ventures, LLC	Justin L. Gulbrandson	2500 Iowa St.	Lawrence	KS	66026	Kiosk	(402) 310-5774
1114		Collaborative Ventures, LLC	Justin L. Gulbrandson	946 E. 23rd St.	Lawrence	KS	66046	Kiosk	(402) 310-5774
496		Collaborative Ventures, LLC	Justin L. Gulbrandson	4921 W. 6th St.	Lawrence	KS	66049	Kiosk	(402) 310-5774
36		Freedom Enterprises, LLC	Tracy A. Bouwens	814 Iowa St.	Lawrence	KS	66044	Kiosk	785-856-4580
134		Freedom Enterprises, LLC	Tracy A. Bouwens	1050 North 4th St	Leavenworth	KS	66048	Kiosk	913-682-3734
76		Cool Beans Espresso, LLC	Randy Reynolds	19641 W 101 St	Lenexa	KS	66220	Coffeehouse	913-764-2326
278		Freedom Enterprises, LLC	Tracy A. Bouwens	7741 Quivira Rd	Lenexa	KS	66216	Kiosk	913-602-8784
317		Freedom Enterprises, LLC	Tracy A. Bouwens	23401 Prairie Star Pkwy	Lenexa	KS	66227	Non-Traditional	913-369-5817
350	*	Higher Grounds LLC	Donald A. Huber	1325 N Kansas Ave	Liberal	KS	67901	Kiosk	(620) 290-9108
2338		Holy Grounds, LLC	Sheldon L. Bouwens	1500 W Amity St.	Louisburg	KS	66053	Kiosk	(913) 472-1001
2125		Loving Cup, LLC	Mackenzie Burnett	3920 N. Maize Rd.	Maize	KS	67101	Kiosk	(816) 916-5772
260	*	Collaborative Ventures, LLC	Justin L. Gulbrandson	407 McCall Rd	Manhattan	KS	66502	Kiosk	(785) 370-0044
333		Collaborative Ventures, LLC	Justin L. Gulbrandson	2931 Claflin Rd.	Manhattan	KS	66503	Kiosk	(402) 310-5774
349	*	Dream Bean LLC	Justin R. Gillette	611 N. Main St.	McPherson	KS	67460	Kiosk	(620) 480-7603
951		Loving Cup, LLC	Mackenzie Burnett	1226 SE Louis St.	Mulvane	KS	67110	Kiosk	(816) 916-5772

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
84		Freedom Enterprises, LLC	Tracy A. Bouwens	2027 E. Santa Fe Street	Olathe	KS	66062	Kiosk	913-390-0422
165		Freedom Enterprises, LLC	Tracy A. Bouwens	154 S. Parker St.	Olathe	KS	66061	Kiosk	913-839-8235
314		The Grind, LLC	Randy Reynolds	10588 S Ridgeview Rd	Olathe	KS	66061	Endcap	(913) 261-8085
180	*	Freedom Enterprises, LLC	Tracy A. Bouwens	12551 Pflumm Rd.	Overland Park	KS	66213	Coffeehouse	913-283-8253
206	*	Freedom Enterprises, LLC	Tracy A. Bouwens	7621 Shawnee Mission Pkwy	Overland Park	KS	66202	Kiosk	(913) 291-2516
31		Freedom Enterprises, LLC	Tracy A. Bouwens	9455 W. 87th Street	Overland Park	KS	66212	Kiosk	913-381-5282
143		Freedom Enterprises, LLC	Tracy A. Bouwens	8830 W. 95th St.	Overland Park	KS	66212	Kiosk	913-652-9600
203		Freedom Enterprises, LLC	Tracy A. Bouwens	8973 West 135th Street	Overland Park	KS	66221	Coffeehouse	913-701-6304
279		Freedom Enterprises, LLC	Tracy A. Bouwens	10650 Roe Avenue	Overland Park	KS	66207	Endcap	(913) 648-6970
315		Freedom Enterprises, LLC	Tracy A. Bouwens	9100 W 74th St	Overland Park	KS	66204	Non-Traditional	913-369-5817
316		Freedom Enterprises, LLC	Tracy A. Bouwens	9100 W 74th St	Overland Park	KS	66204	Non-Traditional	(913) 676-0011
762		Freedom Enterprises, LLC	Tracy A. Bouwens	10301 Metcalf Ave.	Overland Park	KS	66212	Kiosk	(913) 369-5817
764		Freedom Enterprises, LLC	Tracy A. Bouwens	7840 W. 165th St.	Overland Park	KS	66085	Non-Traditional	(913) 369-5817
777		Freedom Enterprises, LLC	Tracy A. Bouwens	15885 Metcalf Ave.	Overland Park	KS	66223	Kiosk	(913) 369-5817
301		Freedom Enterprises, LLC	Tracy A. Bouwens	1506 Main St	Parsons	KS	67357	Kiosk	620-605-6116
342		Freedom Enterprises, LLC	Tracy A. Bouwens	2414 N Broadway	Pittsburg	KS	66762	Kiosk	(620) 230-0130
157		Holy Grounds, LLC	Sheldon L. Bouwens	12140 College Blvd.	Overland Park	KS	66210	Coffeehouse	(913) 317-5450
763		Holy Grounds, LLC	Sheldon L. Bouwens	324 Hedge Lane Road Paola, KS 66071	Paola	KS	66071	Kiosk	(913) 530-6016
482		Bean of Life, Inc.	Dale Willhite	100 N. Main St.	Pratt	KS	67124	Kiosk	(620) 290-9108
505	*	Dream Bean LLC	Justin R. Gillette	2055 S. Ohio St.	Salina	KS	67401	Kiosk	(620) 480-7603
2128		Higher Grounds LLC	Donald A. Huber	1211 Main St.	Scott City	KS	67871	Kiosk	(620) 290-9108
280		Freedom Enterprises, LLC	Tracy A. Bouwens	11002 W. 75th St.	Shawnee	KS	66203	Kiosk	(913) 544-1313
591	*	Holy Grounds, LLC	Sheldon L. Bouwens	3510 SE 29th St.	Topeka	KS	66605	Kiosk	(913) 472-1001
327		Holy Grounds, LLC	Sheldon L. Bouwens	2909 SW Topeka Blvd.	Topeka	KS	66611	Kiosk	(913) 472-1001
450		Holy Grounds, LLC	Sheldon L. Bouwens	3830 SW 29th St.	Topeka	KS	66611	Kiosk	(913) 472-1001

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
590		Holy Grounds, LLC	Sheldon L. Bouwens	1409 NW Topeka	Topeka	KS	66608	Kiosk	(913) 472-1001
523	*	Brew Crew LLC	Sarah M. Kromer	126 E. 5th St.	Valley Center	KS	67147	Kiosk	(316) 633-0323
616	*	Brew Crew LLC	Sarah M. Kromer	4828 E 35th St. N	Wichita	KS	67220	Kiosk	(316) 633-0323
82		Brew Crew LLC	Sarah M. Kromer	13335 W. Maple	Wichita	KS	67235	Kiosk	316-722-3329
201		Brew Crew LLC	Sarah M. Kromer	311 N. Washington St.	Wichita	KS	67202	Kiosk	316-252-8296
837		Loving Cup, LLC	Mackenzie Burnett	1468 S. Maize Rd.	Wichita	KS	67209	Kiosk	(816) 916-5772
52		Loving Cup, LLC	Mackenzie Burnett	3480 N. Ridge Rd.	Wichita	KS	67205	Kiosk	316-613-3436
54		Loving Cup, LLC	Mackenzie Burnett	7399 W. Central Ave.	Wichita	KS	67212	Kiosk	316-558-5320
149		Loving Cup, LLC	Mackenzie Burnett	3123 N Rock Road	Wichita	KS	67226	Kiosk	316- 719-2284
377		Loving Cup, LLC	Mackenzie Burnett	259 S West St.	Wichita	KS	67213	Kiosk	816-721-4066
614	*	Brew Crew LLC	Sarah M. Kromer	1802 Main St.	Winfield	KS	67156	Kiosk	(316) 633-0323
1700	*	1202 US 31W Ops, LLC	Cory Ikerd	1202 U.S. 31 W Bypass	Bowling Green	KY	42101	Kiosk	(606) 425-0174
1408	*	Abundant Heritage SC LLC	Kevin N. Roberts	901 N Mulberry St.	Elizabethtown	KY	42701	Kiosk	(270) 982-1413
1412	*	BAM ILHC Enterprise, LLC	Bradley S. Piening	112 Edwards Avenue	Georgetown	KY	40324	Kiosk	(573) 690-0605
1702	*	S L Roger Wells Blvd Ops, LLC	Cory Ikerd	631 S Rogers Well Blvd	Glasgow	KY	42141	Kiosk	(270) 629-2288
1192	*	iHeartCoffee, L.L.C.	James R. Stapleton	3410 Preston Hwy.	Louisville	KY	40213	Kiosk	(402) 317-4710
1193**	*	iHeartCoffee 2, LLC	James R. Stapleton	9248 Westport Rd.	Louisville	KY	40242	Kiosk	(402) 317-4710
1194	*	iHeartCoffee 2, LLC	James R. Stapleton	135 Marketplace Dr.	Louisville	KY	40229	Kiosk	(402) 317-4710
737		iHeartCoffee, L.L.C.	James R. Stapleton	11506 Shelbyville Rd.	Louisville	KY	40243	Kiosk	(402) 317-4710
740		iHeartCoffee, L.L.C.	James R. Stapleton	10515 Taylorsville Rd.	Louisville	KY	40299	Kiosk	(402) 317-4710
741		iHeartCoffee, L.L.C.	James R. Stapleton	4036 Poplar Level Rd.	Louisville	KY	40213	Kiosk	(402) 317-4710
738		iHeartCoffee, L.L.C.	James R. Stapleton	4703 Dixie Hwy.	Louisville	KY	40216	Kiosk	(402) 317-4710
739		iHeartCoffee, L.L.C.	James R. Stapleton	9060 Dixie Hwy.	Louisville	KY	40258	Kiosk	(402) 317-4710
1103		Enterprise 555, LLC	Cindy L. Pherigo	120 Hope Ct.	Nicholasville	KY	40356	Kiosk	(208) 573-3142
1961	*	The OG SC Coffee LLC	Nathaniel E. Ownby	16214 Fort Campbell Blvd	Oak Grove	KY	42262	Kiosk	(615) 636-2246
1645	*	JNL Enterprises, LLC	Jeffrey J. Luechtefeld	3415 Frederica St.	Owensboro	KY	42301	Kiosk	(618) 314-0448
1644	*	JRJ Enterprises, LLC	Jeffrey J. Luechtefeld	2085 E. Parrish Ave.	Owensboro	KY	42303	Kiosk	(618) 314-0448
531**	*	Adventurous Bean 4, LLC	Elizabeth Gray	2130 Lone Oak Rd.	Paducah	KY	42003	Kiosk	(573) 382-2550
1411	*	BAM ILHC Enterprise, LLC	Bradley S. Piening	1900 Bypass Rd.	Winchester	KY	40391	Kiosk	(573) 690-0605
1719		JACA Properties, LLC	Jason O'Glee	104 Benton Spur	Bossier City	LA	71111	Kiosk	(318) 518-6884
1760	*	Quick Brew Congress LLC	Amanda Fontenot	2492 W. Congress St.	Lafayette	LA	70506	Kiosk	(337) 852-0724
1761	*	Quick Brew LLC	Amanda Fontenot	5917 Ambassador Caffery Pkwy	Lafayette	LA	70508	Kiosk	(337) 304-2263

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
2644	*	2049 Ruston, LLC	John H. Rennie II	1610 N. Trenton	Ruston	LA	71270	Kiosk	(318) 458-4407
2642	*	2049 Blanchard, LLC	John H. Rennie II	5835 North Market St.	Shreveport	LA	71107	Kiosk	(318) 458-4407
2471		MDM Java LLC	Shannon D. Jones	612 W. Columbia Ave.	Battle Creek	MI	49015	Kiosk	(989) 948-2133
1283	*	Coffee Capital & Development, LLC	Michael J. Endres	910 W. Grand River Rd.	Brighton	MI	48116	Kiosk	(810) 206-3432
1572	*	Lake Life Partners Burton LLC	Shaina M. Allen	1242 E. Bristol Rd.	Burton	MI	48529	Kiosk	(248) 565-6650
439	*	Three Boys Java II, LLC	Jay Beck	2745 Union Lake Rd.	Commerce Township	MI	48382	Kiosk	(402) 578-3143
2192	*	Bean Me Up, LLC	Jake R. Vaughn	15175 N Holly Rd	Holly	MI	48442	Kiosk	(248) 240-6853
1285	*	Coffee Capital & Development, LLC	Michael J. Endres	19100 Farmington Rd.	Livonia	MI	48152	Kiosk	(248) 893-7226
1284	*	Coffee Capital & Development, LLC	Michael J. Endres	1490 W. Ann Arbor Rd.	Plymouth	MI	48170	Kiosk	(734) 892-2472

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
1573	*	Lake Life Partners Van Dyke, LLC	Shaina M. Allen	39890 Van Dyke Ave.	Sterling Heights	MI	48313	Kiosk	(248) 565-6650
2172	*	Momak Coffee LLC	Mike H. Makled	10025 Telegraph Rd.	Taylor	MI	48180	Kiosk	(313) 575-4442
1426	*	Straight Line Enterprises, LLC	Christopher J. Plasek	810 Marshall St.	Albert Lea	MN	56007	Kiosk	(218) 251-0205
896		Alexandria Coffee Company, LLC	Michael K. Wiebolt	55 Carlos Ave	Alexandria	MN	56308	Kiosk	(218) 330-5713
685	*	Blu Water Brew, LLC	Joshua Morris	1400 4th St. NW	Austin	MN	55912	Kiosk	(402) 540-7399
430	*	JPM Java, LLC	Timothy M. Scott	170 89th Ave. NE	Blaine	MN	55434	Kiosk	(402) 960-7751
2082		NSV Brew LLC	Susan D. Nygaard	2180 105th Ave. NE	Blaine	MN	55449	Endcap	(651) 324-3419
662	*	JPM Java, LLC	Timothy M. Scott	8401 84th Ave N	Brooklyn Park	MN	55445	Kiosk	(402) 960-7751
1847	*	CAMN1 LLC	Rachel A. Schommer	309 1st Ave. E.	Cambridge	MN	55008	Kiosk	(402) 560-1802
1846	*	CHMN1 LLC	Rachel A. Schommer	10810 South Ave.	Chisago	MN	55013	Kiosk	(402) 560-1802
863	*	CRK Coffee LLC	John A. Robertson	515 N Main St.	Crookston	MN	56716	Kiosk	(218) 470-0130
411	*	Blu Water Brew, LLC	Joshua Morris	406 S State St	Fairmont	MN	56031	Kiosk	402-730-7700
860		Fergus Falls Coffee Company, LLC	Michael K. Wiebolt	425 W. Lincoln Ave.	Fergus Falls	MN	56537	Kiosk	(218) 330-5713
1470	*	Happy Beans LLC	Kristopher G. Daniels	1365 Constance Blvd NE	Ham Lake	MN	55304	Kiosk	(612) 803-1044
1069		JPM Java, LLC	Timothy M. Scott	602 East Hwy 12	Litchfield	MN	55355	Kiosk	(402) 960-7751
1355	*	Straight Line Enterprises, LLC	Christopher J. Plasek	1060 Madison Ave.	Mankato	MN	56001	Kiosk	(218) 251-0205
1661		Straight Line Ventures, LLC	Robert B. McGregor	922 Coneflower Lane	Mankato	MN	56001	Kiosk	(507) 995-7075
826	*	Barostas LLC	Christopher M. Crotteau	2730 Stillwater Rd.	Maplewood	MN	55119	Kiosk	651-333-0847
827	*	Barostas Keller LLC	Christopher M. Crotteau	2228 Maplewood Dr. N.	Maplewood	MN	55109	Kiosk	651-333-0847
745	*	Sacred Grounds, Inc.	Jay M. Van Dyken	100 S. O'Connell St.	Marshall	MN	56258	Kiosk	(507) 476-1760
1303	*	Java Mates, L.L.C.	Kyle T. Wermerskirchen	104 W. 7th St.	Monticello	MN	55362	Kiosk	(612) 325-2527
2298	*	Agape Cup New Prague LLC	Tracy M. Bonney-Haenke	1701 1st St. SE	New Prague	MN	56071	Kiosk	(402) 515-1618
895		Barostas Tonna LLC	Christopher M. Crotteau	104 18th St. SW	Owatonna	MN	55060	Kiosk	651-333-0847
1681		Park Rapids Coffee Company, LLC	Michael K. Wiebolt	100 Park Ave. S.	Park Rapids	MN	56470	Kiosk	(218) 330-5713
2297	*	Agape Cup Prior Lake LLC	Tracy M. Bonney-Haenke	15825 Franklin Trail SE St.	Prior Lake	MN	55372	Kiosk	(952) 447-2233
364	*	Black Bedrock Enterprises, LLC	Matthew Dorothy	1608 Broadway Ave. S.	Rochester	MN	55904	Coffeehouse	605-366-4288
990	*	Share House of Sartell LLC	Sarah Ressemann	233 Pine Cone Rd S.	Sartell	MN	56377	Kiosk	(612) 501-7912
456	*	Share House Coffee of Sauk Rapids, LLC	Sarah Ressemann	101 S. Benton Dr.	Sauk Rapids	MN	56301	Kiosk	(320) 281-3411
455	*	Share House Coffee, LLC	Sarah Ressemann	3203 Division St.	St. Cloud	MN	56301	Kiosk	(612) 501-7912
894		Thief River Coffee Company, LLC	Michael K. Wiebolt	1850 US Hwy. 59 SE	Thief River Falls	MN	56701	Kiosk	(218) 330-5713

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
1869	*	Good Day Brands LLC	Brent Miller	660 Marketplace Dr.	Waconia	MN	55387	Kiosk	(952) 905-0707
2312		Windom Coffee, LLC	Craig A. Mork	765 2nd Ave. N	Windom	MN	56101	Kiosk	(701) 212-3849
1958	*	Alallago, LLC	Brett Cipperley	1800 W Service Dr	Winona	MN	55987	Kiosk	(308) 289-3901
473	*	Blu Water Brew, LLC	Joshua Morris	1107 Oxford St	Worthington	MN	56187	Kiosk	402-730-7700
1665	*	Simple Cravings LLC	Paola A. Coronel	605 E. Broadway	Ashland	MO	65010	Kiosk	(573) 821-2245
491	*	Burbar Investments, LLC	Jack E. Burdick	211 E. North Ave.	Belton	MO	64012	Kiosk	(816) 551-1941
60		Loving Cup, LLC	Mackenzie Burnett	1116 SW 7 Hwy	Blue Springs	MO	64015	Coffeehouse	816-224-3711
239		Loving Cup, LLC	Mackenzie Burnett	1310 NW Hwy 7	Blue Springs	MO	64014	Kiosk	816-663-0140
293		Loving Cup, LLC	Mackenzie Burnett	1230 NW Woods Chapel Rd	Blue Springs	MO	64015	Kiosk	(816) 381-0148
820	*	BSP Coffee, Inc.	Robert G. Palmer, Jr.	603 S. Springfield Ave.	Bolivar	MO	65613	Kiosk	(417) 414-8989
1960		Jennifer Allison LLC	Jennifer K. Allison	2395 Main Street	Boonville	MO	65233	Kiosk	(573) 268-5438
2527		Freedom Enterprises, LLC	Tracy A. Bouwens	1119 W. Fort Scott St.	Butler	MO	64730	Kiosk	(913) 283-8576
1668	*	GH Coffee, LLC	Kevin A. Hall	955 Hwy 54	Camdenton	MO	65020	Kiosk	(402) 750-1309
666	*	Java Investments, LLC	John C. Kozel	905 N. Walnut St.	Cameron	MO	64429	Kiosk	(402) 490-9103
530**	*	The Adventurous Bean, LLC	Elizabeth Gray	2404 William St.	Cape Girardeau	MO	63703	Kiosk	(573) 382-2550
584	*	Vandesmith Specialty Coffee LLC	Bart A. Vandeven	1705 N. Kingshighway	Cape Girardeau	MO	63701	Kiosk	(573) 979-4300
818	*	BSP Coffee, Inc.	Robert G. Palmer, Jr.	1306 W. Central Ave.	Carthage	MO	64836	Kiosk	(417) 414-8989
1149	*	Good Dog Coffee Company LLC	James W. Davis	701 N. Trade Center Blvd	Chesterfield	MO	63005	Kiosk	(660) 473-2720
776		Freedom Enterprises, LLC	Tracy A. Bouwens	1605 E. Ohio Street	Clinton	MO	64735	Kiosk	(913) 369-5817
269	*	GH Coffee, LLC	Kevin A. Hall	5 Old Hwy 63 S	Columbia	MO	65201	Coffeehouse	(573) 607-9027
1662	*	GH Coffee, LLC	Kevin A. Hall	204 E. Nifong Blvd	Columbia	MO	65203	Coffeehouse	(402) 750-1309
312	*	GH Coffee Columbia 2, LLC	Kevin A. Hall	2501 Grindstone Pkwy	Columbia	MO	65201	Kiosk	(573) 207-9786
423	*	GH Coffee Columbia 3, LLC	Kevin A. Hall	2101 W. Ash St.	Columbia	MO	65203	Coffeehouse	(402) 750-1309
1588	*	Brewing Opportunities, LLC	Benjamin R. Campbell	623 N Franklin St	Cuba	MO	65453	Kiosk	(573) 677-0060
747	*	Pivotal Cup Highway LLC	Chaitanya Vadlapatla	600 Hwy Business 60 West	Dexter	MO	63841	Kiosk	(573) 614-7950
589	*	Vandesmith Specialty Coffee LLC	Bart A. Vandeven	16006 Manchester Rd.	Ellisville	MO	63011	Kiosk	(573) 979-4300
407	*	Java Investments, LLC	John C. Kozel	1752 W. Jesse James Rd.	Excelsior Springs	MO	64024	Kiosk	(402) 490-9103

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
586	*	Vandesmith Specialty Coffee LLC	Bart A. Vandeven	401 Karsch Blvd	Farmington	MO	63640	Kiosk	(573) 979-4300
677		High Porch Coffee, LLC	Jeremy E. Music	307 S. Business 54	Fulton	MO	65251	Kiosk	(319) 330-7033
682		Loving Cup, LLC	Mackenzie Burnett	1620 N. State Route 291	Harrisonville	MO	64701	Kiosk	(816) 916-5772
137		Freedom Enterprises, LLC	Tracy A. Bouwens	2300 S. MO 291 Hwy.	Independence	MO	64057	Kiosk	(816) 252-2326
265		Freedom Enterprises, LLC	Tracy A. Bouwens	4309 S Noland Rd	Independence	MO	64055	Kiosk	816-886-1578
2276		Loving Cup, LLC	Mackenzie Burnett	16300 E. US Hwy 24	Independence	MO	64056	Kiosk	(816) 916-5772
396	*	Vandesmith Specialty Coffee LLC	Bart A. Vandeven	601 East Jackson Blvd	Jackson	MO	63755	Kiosk	(573) 979-4300
346		GH Coffee Jeff City 1, LLC	Kevin A. Hall	2245 Missouri Blvd	Jefferson City	MO	65109	Kiosk	573-607-9027
172	*	Freedom Enterprises, LLC	Tracy A. Bouwens	5550 N Antioch Rd.	Kansas City	MO	64118	Kiosk	816-569-6551
258		Freedom Enterprises, LLC	Tracy A. Bouwens	5166 N Oak Trafficway	Kansas City	MO	64118	Kiosk	(816) 214-8965
658	*	Java Investments, LLC	John C. Kozel	10841 N. Stark Ave.	Kansas City	MO	64157	Kiosk	(402) 490-9103
550	*	Java Investments, LLC	John C. Kozel	8248 N. Flintlock Rd.	Kansas City	MO	64158	Kiosk	(402) 490-9103
551	*	Java Investments, LLC	John C. Kozel	8401 NW Prairie View Rd.	Kansas City	MO	64153	Kiosk	(402) 490-9103
2268		Loving Cup, LLC	Mackenzie Burnett	8710 E 63rd St.	Kansas City	MO	64133	Kiosk	(816) 916-5772
889	*	Pivotal Cup Crossroads LLC	Chaitanya Vadlapatla	1774 1st St.	Kennett	MO	63857	Kiosk	(319) 939-3789
354	*	Serenity Bean, LLC	Mary G. Maupin	1506 S Baltimore St	Kirksville	MO	63501	Coffeehouse	660-956-9282
252	*	Freedom Enterprises, LLC	Tracy A. Bouwens	805 SW MO 150 Hwy	Lee's Summit	MO	64082	Kiosk	816-537-3055
375		Loving Cup, LLC	Mackenzie Burnett	855 NE Woods Chapel Rd	Lee's Summit	MO	64064	Kiosk	816-721-4066
885		Loving Cup, LLC	Mackenzie Burnett	707 NE Rice Rd.	Lee's Summit	MO	64086	Kiosk	(816) 916-5772
997		GH Coffee, LLC	Kevin A. Hall	1702 N. Missouri St.	Macon	MO	63552	Kiosk	(402) 750-1309
244		Brew Enterprises, LLC	Lindsey S. Jochim	1308 S Main St.	Maryville	MO	64468	Coffeehouse	(660) 224-2207
676		High Porch Coffee, LLC	Jeremy E. Music	2925 S. Clark St.	Mexico	MO	65265	Kiosk	(319) 330-7033
767		GH Coffee Moberly, LLC	Kevin A. Hall	534 E. Hwy 24	Moberly	MO	65270	Kiosk	(402) 750-1309
2457		Freedom Enterprises, LLC	Tracy A. Bouwens	319 W Austin Blvd.	Nevada	MO	64772	Kiosk	(913) 369-5817
526		JMBSR Enterprises, LLC	Mary Y. Rolf	604 W. Mt. Vernon St.	Nixa	MO	65714	Kiosk	(417) 483-7116
167	*	Freedom Enterprises, LLC	Tracy A. Bouwens	2600 Burlington St.	North Kansas City	MO	64116	Kiosk	816-221-0990
2126		Loving Cup, LLC	Mackenzie Burnett	204 S. Broadway	Oak Grove	MO	64075	Kiosk	(816) 916-5772

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
390	*	Serenity Bean 2, LLC	Mary G. Maupin	2490 State Hwy K	O'Fallon	MO	63368	Kiosk	(816) 305-6766
575	*	Serenity Bean 3, LLC	Mary G. Maupin	411 S. Main St.	O'Fallon	MO	63366	Kiosk	(816) 305-6766
515	*	GH Coffee Ozarks 1, LLC	Kevin A. Hall	3641 Osage Beach Pkwy	Osage Beach	MO	65065	Kiosk	(402) 750-1309
670	*	Java Investments, LLC	John C. Kozel	15309 NW Brink Meyer Rd.	Parkville	MO	65142	Endcap	(816) 503-6235
667	*	Java Investments, LLC	John C. Kozel	9033 NW 45 Hwy	Parkville	MO	64152	Kiosk	(402) 490-9103
583	*	Vandesmith Specialty Coffee LLC	Bart A. Vandeven	1400 W. St. Joseph St.	Perryville	MO	63775	Kiosk	(573) 979-4300
326	*	Burbar Investments, LLC	Jack E. Burdick	1800 W. Foxwood Dr.	Raymore	MO	64083	Kiosk	(816) 768-2913
212	*	Freedom Enterprises, LLC	Tracy A. Bouwens	10105 E 350 Hwy	Raytown	MO	64138	Kiosk	816-709-3156
668	*	Java Investments, LLC	John C. Kozel	515 Johnny Walker LN	Richmond	MO	66223	Kiosk	(816) 470-0039
270		Wilson-Bell Enterprises, LLC	Jann A. Wilson-Bell	1000 W. 10th	Rolla	MO	65401	Non-Traditional	(573) 458-7030
2019		Wilson-Bell Enterprises, LLC	Jann A. Wilson-Bell	521 S. Bishop Ave.	Rolla	MO	65401	Kiosk	(573) 308-8273
2023	*	JJ's Ventures LLC	Michael Troyer	306 N. US Hwy 71	Savannah	MO	64485	Kiosk	(816) 702-9602
178		Freedom Enterprises, LLC	Tracy A. Bouwens	3501 W Broadway Blvd	Sedalia	MO	65301	Kiosk	(660) 851-0220
397**	*	Life's Little Perks, LLC	Elizabeth Gray	422 N Main St	Sikeston	MO	63801	Kiosk	(573) 382-2550
337		Freedom Enterprises, LLC	Tracy A. Bouwens	15700 N 169 Hwy, Unit B	Smithville	MO	64089	Kiosk	(816) 343-2070
249	*	JMBSR Enterprises, LLC	Mary Y. Rolf	2930 S Campbell Ave	Springfield	MO	65807	Kiosk	417-890-4077
254	*	JMBSR Enterprises, LLC	Mary Y. Rolf	3265 E. Sunshine St.	Springfield	MO	65804	Kiosk	417-368-3377
272		Brew Enterprises, LLC	Lindsey S. Jochim	2410 N Belt Highway	St Joseph	MO	64506	Kiosk	(816) 396-0634
2024	*	JJ's Ventures LLC	Michael Troyer	2503 S Belt Hwy	St. Joseph	MO	64503	Kiosk	(816) 205-7480
1148	*	Good Dog Coffee Company LLC	James W. Davis	10190 Page Ave.	St. Louis	MO	63132	Kiosk	(660) 473-2720
2216	*	Molon Labe Coffee, LLC	James R. Davis	4926 Christy Blvd.	St. Louis	MO	63116	Kiosk	(540) 642-6176
2223	*	Taake 3 Enterprises LLC	Gregory A. Taake	5554 S Lindbergh Blvd	St. Louis	MO	63123	Kiosk	(618) 616-1010
576	*	Serenity Bean 4, LLC	Mary G. Maupin	7895 Mexico Rd.	St. Peters	MO	63376	Kiosk	(816) 305-6766
112		Wilson-Bell Enterprises, LLC	Jann A. Wilson-Bell	322 Mid Rivers Mall Dr	St. Peters	MO	63376	Kiosk	636-387-5012
1666	*	Simple Cravings LLC	Paola A. Coronel	340 J H Williamson Dr.	St. Robert	MO	65584	Kiosk	(573) 821-2245
2720	*	JKD Brew LLC	Sanket A. Patel	30 Community Plaza	Sullivan	MO	63080	Kiosk	(314) 623-9151

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
680		High Porch Coffee, LLC	Jeremy E. Music	10 Lincoln Center	Troy	MO	63379	Kiosk	(319) 330-7033
678		High Porch Coffee, LLC	Jeremy E. Music	1501 Denmark Rd.	Union	MO	63084	Kiosk	(319) 330-7033
191	*	Freedom Enterprises, LLC	Tracy A. Bouwens	501 N Maguire St.	Warrensburg	MO	64093	Coffeehouse	660-362-0171
588	*	Vandesmith Specialty Coffee LLC	Bart A. Vandeven	718 Hwy N 47	Warrenton	MO	63383	Kiosk	(573) 979-4300
819	*	BSP Coffee, Inc.	Robert G. Palmer, Jr.	702 S. Madison St.	Webb City	MO	64870	Kiosk	(417) 414-8989
2557	*	Premier Coffee, LLC	Brandon T. Hannah	220 Hwy 35 S.	Carthage	MS	39051	Kiosk	(601) 906-2906
2588	*	Pyramid Coffee, LLC	Ryan V. Scoggin	2555 Goodman Rd. W.	Horn Lake	MS	38637	Kiosk	(662) 470-4534
2134	*	Hudson Ventures Olive Branch LLC	Chase L. Hudson	6574 Cockrum Rd.	Olive Branch	MS	38654	Kiosk	(512) 806-3888
2587	*	Pyramid Coffee, LLC	Ryan V. Scoggin	943 Church Rd. W.	Southaven	MS	38671	Kiosk	(662) 470-4179
2420	*	MNH Enterprises, LLC	Nicholas D. Hanson	2440 Grand Ave.	Billings	MT	59102	Kiosk	(402) 490-1193
2244		Sunrise Brew LLC	Leif K. Anderson	1410 S Central Ave.	Sidney	MT	59270	Kiosk	(406) 433-2740
2294		Proud to Serve, LLC	Kevin S. Leavitt	130 Brandywood Ct.	Cameron	NC	28326	Kiosk	(402) 541-5857
1754	*	SAS Coffee LLC	Anthony M. Sas	2507 Lincolnton Hwy	Cherryville	NC	28021	Kiosk	(917) 860-4145
560	*	S&S Java Enterprises - Clayton, LLC	Robert L. Southerland	10534 Clayton Blvd.	Clayton	NC	27520	Kiosk	(919) 426-7670
1894	*	E. Atlantic Caffeine LLC	Gilbert Scarborough, IV	689 N. Hwy. 16	Denver	NC	28037	Kiosk	(302) 463-7900
1122	*	2 Live Brew, LLC	Aaron Goswick	1051 MLK Jr. Pkwy.	Durham	NC	27713	Kiosk	(919) 237-2056
409		Scoot Operating 4, LLC	Morgan T. DeBerry	5859 W. Hwy. 74	Indian Trail	NC	28079	Kiosk	(614) 886-1205
2313	*	Guardian Beverages, LLC	Brice M. Andracchio	1268 N. Main St.	Lillington	NC	27546	Kiosk	(252) 452-8101
1893	*	E. Atlantic Caffeine LLC	Gilbert Scarborough, IV	2230 E. Main St.	Lincolnton	NC	28092	Kiosk	(302) 463-7900
308		Scoot Operating 3, LLC	Morgan T. DeBerry	1306 W. Roosevelt Blvd.	Monroe	NC	28110	Kiosk	(614) 886-1205
562	*	S&S Java Enterprises - Rolesville, LLC	Robert L. Southerland	306 Main St.	Rolesville	NC	27571	Kiosk	(919) 263-9609
420		Brightleaf Beverage Company, LLC	Brice M. Andracchio	701 N. Brightleaf Blvd.	Smithfield	NC	27577	Kiosk	(919) 426-7670
1807	*	Scoot Operating I, LLC	Morgan T. DeBerry	6851 Market St.	Wilmington	NC	28405	Kiosk	(706) 614-2299
1808	*	Scoot Operating II, LLC	Morgan T. DeBerry	1425 College Rd.	Wilmington	NC	28403	Kiosk	(706) 614-2299
854		Brightleaf Beverage Company, LLC	Brice M. Andracchio	1700 Raleigh Rd. Pkwy W.	Wilson	NC	27893	Kiosk	(919) 426-7670
592	*	Worm Farm LLC	Thomas J. Fritz	433 E. Bismarck Expy	Bismarck	ND	58503	Kiosk	(605) 359-7008
464	*	LSG, LLC	Thomas Davis	1350 21st Ave N	Fargo	ND	58102	Kiosk	(402) 650-0017
862	*	Rogue Coffee LLC	John A. Robertson	1111 S. Washington St	Grand Forks	ND	58203	Coffeehouse	(218) 280-6744
463	*	LSG, LLC	Thomas Davis	3610 Veterans Blvd	West Fargo	ND	58078	Kiosk	(402) 650-0017

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
277		1dash5 Enterprises, LLC	Gary Rimington	1439 W. 3rd St.	Alliance	NE	69301	Kiosk	308-633-0013
611	*	Get After It Services, LLC	Todd D. Vettel	440 Q St.	Aurora	NE	68818	Kiosk	(402) 885-0964
207		Kieffer Coffee, LLC	Scott Kieffer	2305 N 6th Street	Beatrice	NE	68310	Coffeehouse	402-806-4202
43		Freedom Enterprises, LLC	Tracy A. Bouwens	903 Ft. Crook Rd. N.	Bellevue	NE	68005	Kiosk	(913) 283-8576
59		Freedom Enterprises, LLC	Tracy A. Bouwens	2211 Capehart Road #107	Bellevue	NE	68123	Endcap	402-504-9700
8		T4 Operations, LLC	Shanna Turner	3615 Summit Plaza #104	Bellevue	NE	68123	Endcap	402-293-0100
163		T4 Operations, LLC	Shanna Turner	1550 Harlan Dr.	Bellevue	NE	68005	Kiosk	(402) 932-5665
88		Keene Coffee, LLC	Chad Keene	2045 S. 20th St.	Blair	NE	68008	Kiosk	402-426-5282
612	*	Get After It Services, LLC	Todd D. Vettel	610 G St.	Central City	NE	68826	Kiosk	(308) 624-6747
1582		JV Investments, LLC	Jay Voss	341 W. 3rd St.	Chadron	NE	69337	Kiosk	(308) 430-4379
1518		Collaborative Ventures, LLC	Justin L. Gulbrandson	102 E. 23rd St.	Columbus	NE	68601	Kiosk	(402) 310-5774
192		Collaborative Ventures, LLC	Justin L. Gulbrandson	2117 23rd St.	Columbus	NE	68601	Kiosk	(402) 310-5774
2568		JANC Coffee, LLC	Andrew Wetovick	104 Wilson Dr.	Cozad	NE	69130	Kiosk	(308) 325-9630
434		Cardinal Metcalf, LLC	Jason M. Metcalf	2125 Cardinal Ln.	Crete	NE	68333	Kiosk	(402) 310-8817
40		Elkhorn Expresso, Inc.	Nathan M. Lindley	1119 N. 204th Ave. #103	Elkhorn	NE	68022	Endcap	402-932-8880
185		Elkhorn Expresso, Inc.	Nathan M. Lindley	1515 S. 204th St., Suite 101	Elkhorn	NE	68022	Endcap	402-505-4012
2403		Nebraska Scoot, LLC	Carrie A. Christo	4839 S. 205th Street	Elkhorn	NE	68022	Kiosk	(531) 359-9053
56		Skidmore Enterprises, LLC	Sarah E. Bosshart	610 E 23 St #C	Fremont	NE	68025	Endcap	402-721-2888
448		Skidmore Enterprises, LLC	Sarah E. Bosshart	2620 East 23rd Ave N.	Fremont	NE	68025	Kiosk	402-719-6931
188		LoJo Riverside, LLC	Julie Ortman	509 N. 14th St.	Ft. Calhoun	NE	68023	Kiosk	402-468-4760
179	*	Freedom Enterprises, LLC	Tracy A. Bouwens	3418 W. State Street	Grand Island	NE	68803	Kiosk	308-675-0375
38		Freedom Enterprises, LLC	Tracy A. Bouwens	2105 S. Locust	Grand Island	NE	68801	Endcap	308-382-4126
168		Skidmore Enterprises, LLC	Sarah E. Bosshart	11791 S Highway 6	Gretna	NE	68028	Kiosk	402-332-2729
154		T4 Enterprises, LLC	Shanna Turner	21331 Nebraska Crossing Dr.	Gretna	NE	68028	Non-Traditional	(712) 420-9491
261	*	Gopher Enterprises, LLC	Irene L. Burklund	423 S. Burlington Ave.	Hastings	NE	68901	Kiosk	(402) 834-3610
310	*	Gopher Enterprises, LLC	Irene L. Burklund	3606 Osborne Drive East	Hastings	NE	68901	Kiosk	(402) 669-2244
296		Fourburks Holdings, LLC	Irene L. Burklund	103 4th Ave.	Holdrege	NE	68949	Kiosk	308-248-3082
174	*	Freedom Enterprises, LLC	Tracy A. Bouwens	114 2nd Ave East	Kearney	NE	68847	Kiosk	308-236-4144

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
92		Freedom Enterprises, LLC	Tracy A. Bouwens	4402 2nd Avenue	Kearney	NE	68847	Kiosk	308-236-2133
6		T4 Operations, LLC	Shanna Turner	8102 S. 84th St.	La Vista	NE	68128	Kiosk	402-502-8544
360		Freedom Enterprises, LLC	Tracy A. Bouwens	2801 Plum Creek Pkwy.	Lexington	NE	68850	Kiosk	(913) 283-8576
294		Boomer Scooter, LLC	Jason M. Metcalf	4500 s 70th St	Lincoln	NE	68516	Endcap	(531) 500-4669
151		Collaborative Ventures, LLC	Justin L. Gulbrandson	2790 N. 83rd St.	Lincoln	NE	68507	Kiosk	(402) 310-5774
195		Fallbrook Scooter's, LLC	Jason M. Metcalf	844 Fallbrook Blvd	Lincoln	NE	68521	Kiosk	(402) 438-7160
193		M52, LLC	Jason M. Metcalf	5310 O Street	Lincoln	NE	68510	Endcap	(402) 476-0545
848		MCI Hill, LLC	Jason M. Metcalf	8485 Andermatt Dr.	Lincoln	NE	68526	Kiosk	(402) 202-6314
105		Metcalf Coffee, Inc.	Jason M. Metcalf	301 Centennial Mall St	Lincoln	NE	68509	Non-Traditional	402-476-4111
114		Metcalf Highway, LLC	Jason M. Metcalf	3275 Cornhusker Highway	Lincoln	NE	68504	Kiosk	402-325-0196
139		Metcalf OC, LLC	Jason M. Metcalf	5535 S. 16th St.	Lincoln	NE	68512	Kiosk	402-421-0993
449		Metcalf on 10th, LLC	Jason M. Metcalf	945 Hill St.	Lincoln	NE	68502	Kiosk	402-202-6314
300		Metcalf Station, LLC	Jason M. Metcalf	4810 Old Cheney Rd	Lincoln	NE	68516	Endcap	402-202-6314
194		Metcalf West, LLC	Jason M. Metcalf	401 West O	Lincoln	NE	68528	Kiosk	402-476-5995
90		Metzo, LLC	Jason M. Metcalf	2700 Dan Avenue	Lincoln	NE	68504	Coffeehouse	402-742-0263
47		Metzo Mall, LLC	Jason M. Metcalf	6100 O Street #274A	Lincoln	NE	68506	Non-Traditional	402-327-0633
77		Metzo 33, LLC	Jason M. Metcalf	4321 S 33rd St	Lincoln	NE	68516	Kiosk	402-327-0560
66		Moxie Management, LLC	Jason M. Metcalf	2901 S. 84th St. #1&2	Lincoln	NE	68506	Endcap	402-327-8477
196		Normal Metcalf, LLC	Jason M. Metcalf	3838 Normal Blvd.	Lincoln	NE	68506	Kiosk	402-476-0547
159		Oh Metcalf, LLC	Jason M. Metcalf	6811 O St.	Lincoln	NE	68510	Endcap	402-464-0321
89		Scooter's Village Gardens, LLC	Samuel J. Manzitto Sr.	5800 Hidcote Dr. Suite #100	Lincoln	NE	68516	Endcap	402-858-6481
99		Yankee Hill Scooter's, LLC	Jason M. Metcalf	555 S. 70th St.	Lincoln	NE	68510	Non-Traditional	402-219-7217
328		Yankee Hill Scooter's, LLC	Jason M. Metcalf	2600 Pine Lake Road Suite 2	Lincoln	NE	68512	Endcap	402-202-6314
1460		Fourburks Holdings, LLC	Irene L. Burklund	1203 W. B St.	McCook	NE	69001	Kiosk	(402) 669-2244
182		Brew Enterprises, LLC	Lindsey S. Jochim	2104 S 11th St.	Nebraska City	NE	68410	Coffeehouse	402-873-2916
96		Reynoldson Coffee, LLC	Michael Reynoldson	920 S. 13th St.	Norfolk	NE	68701	Coffeehouse	402-379-0887
241		Reynoldson Coffee, LLC	Michael Reynoldson	902 W Benjamin Ave.	Norfolk	NE	68701	Kiosk	402-316-7811
204	*	Freedom Enterprises, LLC	Tracy A. Bouwens	1400 South Dewey	North Platte	NE	69101	Endcap	308-221-6952
262		Freedom Enterprises, LLC	Tracy A. Bouwens	302 Oregon Trail Dr.	Ogallala	NE	69153	Endcap	(913) 283-8576

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
9		Brooks Enterprises, LLC	Christen J. Shelbourn	2815 S. 132nd St.	Omaha	NE	68144	Kiosk	402-334-0377
14		Brooks Enterprises, LLC	Christen J. Shelbourn	13951 S. St.	Omaha	NE	68133	Kiosk	402-933-1797
15		Brooks Enterprises, LLC	Christen J. Shelbourn	17530 Wright St.	Omaha	NE	68130	Kiosk	402-330-5452
116		Brooks Enterprises, LLC	Christen J. Shelbourn	12246 W. Center Rd.	Omaha	NE	68144	Kiosk	402-359-1111
118		Brooks Enterprises, LLC	Christen J. Shelbourn	11901 Fort St.	Omaha	NE	68164	Kiosk	402-934-9949
1		Cool Beans RNB, LLC	Robert Brownell	11975 Blondo Street	Omaha	NE	68164	Endcap	402-932-3473
227		Cool Beans RNB, LLC	Robert Brownell	3703 N. 144th St.	Omaha	NE	68116	Kiosk	(402) 502-0772
383		Cool Beans RNB, LLC	Robert Brownell	3695 N 129th St	Omaha	NE	68164	Kiosk	(402) 614-1723
176		Dirt Road Coffee Company LLC	Nicholas K. Jarecke	6102 Irvington Road	Omaha	NE	68134	Kiosk	402-571-4275
205	*	Freedom Enterprises, LLC	Tracy A. Bouwens	14501 West Center Rd	Omaha	NE	68144	Kiosk	402-932-7995
214	*	Freedom Enterprises, LLC	Tracy A. Bouwens	4040 N. 72nd St	Omaha	NE	68134	Kiosk	402-932-7995
1720		MaDillan Enterprises, LLC	Christen J. Shelbourn	10810 Pacific St.	Omaha	NE	68154	Kiosk	(402) 321-8616
299		Elkhorn Expresso, Inc.	Nathan M. Lindley	18940 Evans St., Suite 101	Omaha	NE	68022	Endcap	(402) 979-8400
12		Freedom Enterprises, LLC	Tracy A. Bouwens	7149 Dodge Street	Omaha	NE	68132	Kiosk	402-556-6023
20		Freedom Enterprises, LLC	Tracy A. Bouwens	5233 S. 96th St.	Omaha	NE	68127	Kiosk	(913) 283-8576
23		Freedom Enterprises, LLC	Tracy A. Bouwens	8459 W. Center	Omaha	NE	68124	Kiosk	402-391-1115
32		Freedom Enterprises, LLC	Tracy A. Bouwens	5405 S. 72nd St.	Omaha	NE	68127	Kiosk	(913) 283-8576
53		Freedom Enterprises, LLC	Tracy A. Bouwens	111 N. 78th St.	Omaha	NE	68114	Kiosk	402-391-1515
113		Freedom Enterprises, LLC	Tracy A. Bouwens	7595 Pacific St.	Omaha	NE	68114	Kiosk	(913) 283-8576
117		Freedom Enterprises, LLC	Tracy A. Bouwens	15805 W. Maple Rd. #108	Omaha	NE	68116	Endcap	402-933-4788
136		Freedom Enterprises, LLC	Tracy A. Bouwens	2812 South 108th Street	Omaha	NE	68144	Endcap	402-614-6099
142		Freedom Enterprises, LLC	Tracy A. Bouwens	4259 S. 144th St.	Omaha	NE	68137	Kiosk	402-905-0880
210		Freedom Enterprises, LLC	Tracy A. Bouwens	5502 S. 84th St.	Omaha	NE	68127	Kiosk	(913) 283-8576
289		Freedom Enterprises, LLC	Tracy A. Bouwens	3206 N 90th St	Omaha	NE	68134	Kiosk	(402) 916-4353

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
382		Freedom Enterprises, LLC	Tracy A. Bouwens	7772 Cass St	Omaha	NE	68114	Coffeehouse	(913) 283-8576
2632		Joyful Java, LLC	John Gajewski	4056 N. 168th Street	Omaha	NE	68116	Kiosk	(531) 999-1009
11		J's Java, Inc.	John Gajewski	17935 Welch Plz #101	Omaha	NE	68135	Endcap	402-891-2017
242		J's Java Jr., Inc.	John Gajewski	16804 Decatur St.	Omaha	NE	68118	Kiosk	(402) 452-3000
13		Keene Coffee, LLC	Chad Keene	17151 Davenport St #107	Omaha	NE	68118	Non-Traditional	402-934-9774
177		Keene Coffee, LLC	Chad Keene	304 N 179th St., Suite 201	Omaha	NE	68118	Endcap	402-884-8868
69		LoJo Riverside, LLC	Julie Ortman	9229 Mormon Bridge Plz #1	Omaha	NE	68152	Endcap	(402) 305-8553
436		Lucky Shots Coffee, LLC	John Gajewski	6926 S. 178th Plaza	Omaha	NE	68136	Kiosk	402-630-3672
110		M5, LLC	Jenna K. Moulton	8401 F St.	Omaha	NE	68127	Kiosk	402-502-7299
10		MaDillan Enterprises, LLC	Christen J. Shelbourn	15655 Pacific Street #3	Omaha	NE	68118	Endcap	402-991-5282
267		Start Enterprises, LLC	Julian Young	2928 Ames Ave.	Omaha	NE	68111	Endcap	531-444-4662
384		Studly Dudley, LLC	Mark Dudley	8200 Dodge St	Omaha	NE	68114	Non-Traditional	402-955-5010
385		Studly Dudley, LLC	Mark Dudley	8303 Dodge St	Omaha	NE	68114	Non-Traditional	(402) 354-4318
213		T4 Enterprises, LLC	Shanna Turner	5929 F St.	Omaha	NE	68117	Kiosk	402-505-6646
335		T4 Enterprises, LLC	Shanna Turner	3315 S 72nd St	Omaha	NE	68124	Kiosk	(712) 420-9491
64		T4 Operations, LLC	Shanna Turner	6303 Center St. #101	Omaha	NE	68106	Endcap	402-504-3211
386		T4 Operations, LLC	Shanna Turner	5923 Center St.	Omaha	NE	68106	Coffeehouse	(402) 319-7848
381		Triple Shot Java, LLC	John Gajewski	15310 Weir St	Omaha	NE	68137	Kiosk	531-466-5945
108		Two Poles Coffee, LLC	John Gajewski	310 N. 168th Cir.	Omaha	NE	68118	Kiosk	(402) 614-5788
18		Freedom Enterprises, LLC	Tracy A. Bouwens	751 Pinnacle Drive	Papillion	NE	68046	Endcap	402-884-2240
231		Rad Coffee, LLC	Brooke E. Radcliff	766 Gold Coast Dr.	Papillion	NE	68046	Kiosk	402-506-4820
181		Schaper Enterprises, Inc	Marci L. Schaper Covington	16401 Westside Dr.	Plattsmouth	NE	68048	Endcap	402-296-9079

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
454		Lindley's Coffee Shop II, LLC	Nathan M. Lindley	102 W. 16th St.	Schuyler	NE	68661	Kiosk	402-614-1723
233		1dash5 Enterprises, LLC	Gary Rimington	3301 Avenue B	Scottsbluff	NE	69361	Kiosk	308-633-0013
355		1dash5 Enterprises, LLC	Gary Rimington	1217 Ave I	Scottsbluff	NE	69361	Kiosk	308-672-4417
422		Metcalf 42, LLC	Jason M. Metcalf	240 N. 6th St.	Seward	NE	68434	Kiosk	(402) 750-1309
537	*	AgEdge Development, L.L.C.	Mark E. Oberg	879 E. Jennifer Ln.	Sidney	NE	69162	Kiosk	(308) 524-5800
412	*	Alderman-Dreher Holdings, LLC	Alison Alderman-Dreher	900 Dakota Ave	South Sioux City	NE	68776	Kiosk	402-689-6390
2898		Dirt Road Coffee Company LLC	Nicholas K. Jarecke	6074 N. 261st Cir.	Valley	NE	68064	Kiosk	(531) 359-9098
1374		6 Java Boys, LLC	Erin Longenecker	534 N. Chestnut St.	Wahoo	NE	68066	Kiosk	402-210-4762
438		Lindley's Coffee Shop, LLC	Nathan M. Lindley	527 E 7th St	Wayne	NE	68787	Kiosk	(402) 650-2973
2867		Scoot Thru the Best Point LLC	Rusty L. Smith	907 N. Lincoln St.	West Point	NE	68788	Endcap	(402) 372-6938
340		Freedom Enterprises, LLC	Tracy A. Bouwens	420 S. Lincoln Ave.	York	NE	68467	Kiosk	(913) 283-8576
1175	*	Cafecito LLC	Angela Chacon	2509 San Mateo Blvd NE	Albuquerque	NM	87110	Kiosk	(505) 715-9111
1694	*	Four Wise Coffee, LLC	Matthew P. Yeager	1105 N. Main St.	Las Cruces	NM	88001	Kiosk	(575) 259-3511
374		RR2021, LLC	Donald H. Toomer	6585 S. Decatur Blvd.	Las Vegas	NV	69118	Kiosk	951-790-9017
298	*	Select Projects, LLC	Julie A. Walker	7350 S. Eastern Ave.	Las Vegas	NV	89123	Kiosk	(725) 223-8700
1864	*	Scootin' Spartans LLC	Dylan Ehle	910 E. Market St.	Akron	OH	44305	Kiosk	(740) 317-4248
2155	*	ME Coffee, LLC	Matthew M. Smith	4791 Dixie Hwy	Fairfield	OH	45014	Kiosk	(513) 275-8400
1727	*	Kenton Coffee Company LLC	Jayna Jansen	935 E Columbus St.	Kenton	OH	43326	Kiosk	(254) 258-1769
1298	*	33 Coffee LLC	Allan F. Pressnell	1260 N. Memorial Dr.	Lancaster	OH	43130	Kiosk	(740) 603-7255
1794	*	Central Ohio Coffee LLC	Jayna Jansen	17769 St. Rt. 31	Marysville	OH	43040	Kiosk	(254) 258-1769
1299	*	Diley Road 33 Coffee, LLC	Allan F. Pressnell	601 Diley Rd.	North Pickerington	OH	43147	Kiosk	(740) 603-7255
2524	*	Brew Haven Inc.	Tammi A. Leonard	612 E. Broad St.	Pataskala	OH	43062	Kiosk	(614) 205-2152
1251	*	Generational Brews LLC	Jessica A. Lankford	4023 Talmadge Rd.	Toledo	OH	43623	Kiosk	(601) 270-1154
1252	*	Generational Brews LLC	Jessica A. Lankford	3785 King Rd.	Toledo	OH	43617	Kiosk	(601) 270-1154
398		Encore Food and Beverage LLC	Phillip W. Blue	1825 12th Ave. NW	Ardmore	OK	73401	Kiosk	(580) 798-4025
516		Good Day, LLC	William Allen	510 SE Washington Blvd	Bartlesville	OK	74006	Kiosk	918-809-7362
391		Metcalf Coffee Oklahoma, Inc.	Jason M. Metcalf	7100 NW 39th Expy	Bethany	OK	73008	Kiosk	(405) 367-3004
696	*	DixieLou LLC	James A. Cheek	14801 S. Memorial Dr.	Bixby	OK	74008	Kiosk	(405) 612-5419
695	*	DixieLou LLC	James A. Cheek	2346 E. Kenosha St.	Broken Arrow	OK	74014	Kiosk	(405) 612-5419
694	*	DixieLou LLC	James A. Cheek	14601 E. 51st St.	Broken Arrow	OK	74012	Kiosk	(405) 612-5419
723		Pura Vida Coffee, LLC	Darryl Sartwell	19298 E. Admiral Place	Catoosa	OK	74015	Kiosk	(918) 230-9170

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
748	*	Freeman Coffee Enterprises, LLC	Michael P. Freeman	14195 OK-51	Coweta	OK	74429	Kiosk	(918) 625-0594
451	*	Jungels Coffee, LLC	Tony Jungels	16401 N. Western Ave.	Edmond	OK	73013	Kiosk	(405) 938-9119
452	*	Jungels Coffee, LLC	Tony Jungels	3133 S Kelly Ave.	Edmond	OK	73013	Kiosk	(405) 938-9119
363		Metcalf Coffee Oklahoma, Inc.	Jason M. Metcalf	230 W. Edmond Rd.	Edmond	OK	73003	Kiosk	402-614-1723
2188		Ace Food Group IV LLC	Tyrone F. Muldowney	7641 US Hwy 277	Elgin	OK	73538	Kiosk	(580) 695-1138
1307	*	Howdy! Coffee Inc.	Mian I. Ali	511 W. 3rd St.	Elk City	OK	73644	Kiosk	(347) 446-3054
1481		Metcalf Coffee Oklahoma, Inc.	Jason M. Metcalf	1605 S. Division St.	Guthrie	OK	73044	Kiosk	(402) 202-6314
1233		Branded Enterprises, L.L.C.	Trevor J. Brandenburgh	702 E. Jackson St.	Hugo	OK	74743	Kiosk	(402) 770-0300
683		Ace Food Group III LLC	Tyrone F. Muldowney	2312 W. Gore Blvd	Lawton	OK	73505	Kiosk	(580) 695-1138
686		Pura Vida Coffee 686, LLC	Darryl Sartwell	10 Goodrich Blvd.	Miami	OK	74354	Kiosk	(918) 230-9170
410		Metcalf Coffee Oklahoma, Inc.	Jason M. Metcalf	1865 S Douglas Blvd	Midwest City	OK	73130	Kiosk	(402) 614-1723
2206		Metcalf Coffee Oklahoma, Inc.	Jason M. Metcalf	390 S. Eastern Ave.	Moore	OK	73160	Kiosk	(402) 202-6314
2489	*	Metcalf Coffee Oklahoma, Inc.	Jason M. Metcalf	376 N. Main St.	Newcastle	OK	73065	Kiosk	(402) 202-6314
1769		Metcalf Coffee Oklahoma, Inc.	Jason M. Metcalf	601 N. Main St.	Noble	OK	73068	Kiosk	(402) 202-6314
320		Metcalf Coffee Oklahoma, Inc.	Jason M. Metcalf	2223 W Main St	Norman	OK	73069	Kiosk	402-614-1723
387		Metcalf Coffee Oklahoma, Inc.	Jason M. Metcalf	105 12th Ave. SE	Norman	OK	73071	Kiosk	402-614-1723
917	*	Burt Coffee OKC-1, LLC	Tricia M. Burt	9400 N. May Ave.	Oklahoma City	OK	73120	Kiosk	(402) 429-2155
921		Heartlands Coffee LLC	Kenneth M. Sharpe	8000 SW 3rd Street	Oklahoma City	OK	73128	Kiosk	(402) 578-9556
347		Metcalf Coffee Oklahoma, Inc.	Jason M. Metcalf	7040 NW 122nd St	Oklahoma City	OK	73142	Kiosk	405-367-0742
353		Metcalf Coffee Oklahoma, Inc.	Jason M. Metcalf	4800 South Sooner Rd.	Oklahoma City	OK	73145	Kiosk	402-614-1723
366		Metcalf Coffee Oklahoma, Inc.	Jason M. Metcalf	3924 NW 39th St	Oklahoma City	OK	73112	Kiosk	(402) 614-1723
376		Metcalf Coffee Oklahoma, Inc.	Jason M. Metcalf	12300 N May Ave	Oklahoma City	OK	73120	Coffeehouse	(405) 608-1076
400		Metcalf Coffee Oklahoma, Inc.	Jason M. Metcalf	2100 NW 145th St	Oklahoma City	OK	73134	Kiosk	402-614-1723
408		Metcalf Coffee Oklahoma, Inc.	Jason M. Metcalf	7916 S Western Ave	Oklahoma City	OK	73139	Kiosk	402-614-1723
427		Metcalf Coffee Oklahoma, Inc.	Jason M. Metcalf	1321 N Classen Blvd	Oklahoma City	OK	73106	Kiosk	402-614-1723
486		Metcalf Coffee Oklahoma, Inc.	Jason M. Metcalf	5000 N. Blackwelder Ave.	Oklahoma City	OK	73118	Kiosk	(402) 202-6314
1154		Metcalf Coffee Oklahoma, Inc.	Jason M. Metcalf	11900 S. Pennsylvania Ave.	Oklahoma City	OK	73170	Kiosk	(402) 202-6314
1649		Metcalf Coffee Oklahoma, Inc.	Jason M. Metcalf	2813 SW 89th St.	Oklahoma City	OK	73159	Kiosk	(402) 202-6314
912	*	Reynoldson Coffee Oklahoma, LLC	Michael Reynoldson	3645 N Lincoln Blvd	Oklahoma City	OK	73105	Kiosk	(405) 673-7404
919	*	Burt Coffee OKC #919 LLC	Tricia M. Burt	1316 Piedmont Rd. N.	Piedmont	OK	73078	Kiosk	(402) 429-2155
1790	*	BOP LLC	Trevor J. Brandenburgh	1703 N. Broadway St.	Poteau	OK	74953	Kiosk	(402) 770-0300

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
911	*	Reynoldson Coffee Harrison LLC	Michael Reynoldson	1502 Harrison Ave.	Shawnee	OK	74804	Kiosk	(405) 432-2630
914	*	Reynoldson Coffee Kickapoo LLC	Michael Reynoldson	4401 N. Kickapoo Ave.	Shawnee	OK	74804	Kiosk	(405) 481-4542
729		Encore Food and Beverage LLC	Phillip W. Blue	1305 E. Main St.	Tishomingo	OK	73460	Kiosk	(580) 371-8741
208	*	DixieLou LLC	James A. Cheek	6954 S. Lewis Ave.	Tulsa	OK	74136	Kiosk	918-292-8782
352		Freeman Coffee Enterprises, LLC	Michael P. Freeman	6079 S Memorial Dr	Tulsa	OK	74133	Kiosk	(918) 221-5393
443		Freeman Coffee Enterprises, LLC	Michael P. Freeman	8050 S Sheridan Rd	Tulsa	OK	74133	Kiosk	(539) 424-1631
706	*	Progressus OK LLC	Phillip B. Garrison	4320 S. Peoria Ave.	Tulsa	OK	74105	Kiosk	(918) 860-0183
698	*	DixieLou LLC	James A. Cheek	549 E. Illinois Ave.	Vinita	OK	74301	Kiosk	(405) 612-5419
922		Heartlands Coffee Macarthur LLC	Kenneth M. Sharpe	5930 Northwest Expwy.	Warr Acres	OK	73132	Kiosk	(402) 578-9556
927	*	Feine Freaks, LLC	Angelica C. Sheets	2132 Oklahoma Ave.	Woodward	OK	73801	Kiosk	(620) 544-1865
2637		Carolina Roots Coffee, LLC	Robert Hegler Jr.	1499 Hwy 55 E.	Clover	SC	29710	Kiosk	(803) 610-0110
2278		Coastal Coffee Concepts, LLC	William C. McGill	1727 Church St.	Conway	SC	29526	Kiosk	(843) 655-8400
1954	*	290 Roasters LLC	James Clark	1554 East Main St.	Duncan	SC	29334	Kiosk	(864) 304-6494
1623		More Than Beans, LLC	James E. Mumgaard	2027 Wade Hampton Blvd.	Greenville	SC	29615	Kiosk	(402) 459-1374
2599	*	Lakelands Coffee, LLC	Juddson E. Larkins	218 Bypass 72 NW	Greenwood	SC	29649	Kiosk	(864) 337-6822
1107	*	Coastal Perk LLC	Jill S. Amoruso	9585 Palmetto Commerce Pkwy	Ladson	SC	29456	Kiosk	(843) 291-3092
2391	*	Coastal Coffee Concepts, LLC	William C. McGill	9220 SC-707	Myrtle Beach	SC	29588	Kiosk	(843) 241-3059
1416	*	BigSBA Enterprise LLC	Chandler L. Bigelow	5641 N. Rhett Ave.	North Charleston	SC	29406	Kiosk	(318) 834-0200
2293	*	SAS Coffee Herlong, LLC	Anthony M. Sas	1675 Ebenezer Rd.	Rock Hill	SC	29732	Kiosk	(803) 325-9494
2292	*	SAS Coffee Rock Hill, LLC	Anthony M. Sas	2304 Cherry Rd.	Rock Hill	SC	29732	Kiosk	(803) 328-3333
1755	*	SAS Coffee York, LLC	Anthony M. Sas	732 E. Liberty	York	SC	29745	Kiosk	(917) 860-4145
673		Hart Family Coffee LLC	David C. Pedelty	606 S. Washington St.	Aberdeen	SD	57401	Kiosk	(217) 766-1560
184		Rhoades Enterprises, LLC	Travis T. Rhoades	116 East Holly Blvd.	Brandon	SD	57005	Endcap	605-582-6789
224		Rhoades Enterprises, LLC	Travis T. Rhoades	305 22nd Ave. S.	Brookings	SD	57006	Kiosk	605-692-5445
2271	*	Rhoades Enterprises, LLC	Travis T. Rhoades	550 W Willow St.	Harrisburg	SD	57032	Kiosk	(605) 496-6082
1343	*	Coffee Shack Huron, LLC	Grant R. Johnson	1815 Dakota Ave. S.	Huron	SD	57350	Kiosk	(605) 630-6989
356	*	Rhoades Enterprises, LLC	Travis T. Rhoades	745A S Washington Ave	Madison	SD	57042	Endcap	605-496-6082
255		Shack Coffee Mitchell LLC	Grant R. Johnson	321 E. Havens Ave.	Mitchell	SD	57301	Kiosk	605-990-3210

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
344		Reynoldson Coffee South Dakota, LLC	Michael Reynoldson	401 E Sioux Ave	Pierre	SD	57501	Kiosk	402-614-1723
253	*	RCS 253 LLC	Grant R. Johnson	1821 5th St.	Rapid City	SD	57701	Kiosk	(605) 791-0195
276	*	RCS 276 LLC	Grant R. Johnson	3850 Eglin St.	Rapid City	SD	57703	Endcap	(605) 791-0432
404	*	RCS 404 LLC	Grant R. Johnson	2260 Promise Rd.	Rapid City	SD	57702	Kiosk	(605) 391-7611
257	*	Rhoades Enterprises, LLC	Travis T. Rhoades	6503 W. 41st St	Sioux Falls	SD	57106	Endcap	605-271-1632
290	*	Rhoades Enterprises, LLC	Travis T. Rhoades	3305 S Sycamore Ave	Sioux Falls	SD	57103	Kiosk	(605) 306-3263
414	*	Rhoades Enterprises, LLC	Travis T. Rhoades	2205 W. 12th St.	Sioux Falls	SD	57106	Coffeehouse	605-271-4988
558	*	Rhoades Enterprises, LLC	Travis T. Rhoades	1700 N Cavalier Ave	Sioux Falls	SD	57107	Kiosk	(605) 496-6082
2356	*	Rhoades Enterprises, LLC	Travis T. Rhoades	3201 W Benson Rd.	Sioux Falls	SD	57107	Kiosk	(605) 496-6082
41		Rhoades Enterprises, LLC	Travis T. Rhoades	5009 S. Western Ave. #240	Sioux Falls	SD	57108	Endcap	605-271-0293
140		Rhoades Enterprises, LLC	Travis T. Rhoades	420 W 33rd St.	Sioux Falls	SD	57105	Kiosk	605-275-4233
158		Rhoades Enterprises, LLC	Travis T. Rhoades	5303 W. 57th St	Sioux Falls	SD	57106	Kiosk	605-275-4234
183		Rhoades Enterprises, LLC	Travis T. Rhoades	3650 E. 10th Street	Sioux Falls	SD	57103	Kiosk	(605) 271-2988
225		Rhoades Enterprises, LLC	Travis T. Rhoades	7710 S Dakota Hawk Ave.	Sioux Falls	SD	57108	Endcap	605-271-0964
559	*	Rhoades Enterprises, LLC	Travis T. Rhoades	800 Gateway Lane	Tea	SD	57064	Kiosk	(605) 496-6082
433	*	Rhoades Enterprises, LLC	Travis T. Rhoades	1007 Princeton Ave	Vermillion	SD	57069	Kiosk	605-496-6082
275		Black Bedrock Enterprises, LLC	Matthew Dorothy	108 9th Ave SE	Watertown	SD	57201	Coffeehouse	605-878-0649
150		Reynoldson Coffee South Dakota, LLC	Michael Reynoldson	1907 Broadway	Yankton	SD	57078	Kiosk	605-689-2633
2336		Hudson Ventures Arlington LLC	Chase L. Hudson	5795 Airline Rd.	Arlington	TN	38002	Kiosk	(512) 806-3888
501	*	Music City Specialty Coffee - Old Burkitt, LLC	Lisa L. Troester	1005 Gant Hill Dr.	Brentwood	TN	37027	Kiosk	(402) 416-8545
567	*	Coffee Roots TN LLC	Rostis N. Timoshchuk	5970 Brainerd Rd.	Chattanooga	TN	37421	Kiosk	014237603187
388	*	Coffee Roots TN LLC	Rostis N. Timoshchuk	7318 Shallowford Rd.	Chattanooga	TN	37421	Kiosk	(423) 313-3373
564	*	Coffee Roots TN LLC	Rostis N. Timoshchuk	4631 TN-58	Chattanooga	TN	37416	Kiosk	(423) 313-3373
566	*	Coffee Roots TN LLC	Rostis N. Timoshchuk	9395 Apison Pike	Chattanooga	TN	37363	Kiosk	(423) 313-3373
469	*	Black Dog Coffee, LLC	Danny L. Parker	2825 Keith St. NW	Cleveland	TN	37312	Kiosk	(423) 432-2424

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
2337	*	Pyramid Coffee, LLC	Ryan V. Scoggin	712 Hwy 51	Covington	TN	38019	Kiosk	(859) 550-0572
2202		Little Seed Coffee Inc	Stacey L. Gering	1152 N. Main Street	Crossville	TN	38555	Kiosk	(316) 650-4422
470	*	Black Dog Coffee II, LLC	Danny L. Parker	126 Florida Ave.	Dayton	TN	37321	Kiosk	(423) 285-5224
2369**	*	JoLo Enterprises, LLC	Michael S. Lorrain	801 Rivergate Pkwy	Goodlettsville	TN	37072	Kiosk	(615) 200-0345
2589	*	Pyramid Coffee, LLC	Ryan V. Scoggin	1732 S. Highland Ave.	Jackson	TN	38301	Kiosk	(731) 300-4218
2590	*	Pyramid Coffee, LLC	Ryan V. Scoggin	2625 N Highland Ave.	Jackson	TN	38305	Kiosk	(731) 265-6575
1024	*	Amazing Coffee LLC	Thomas B. McDavid	4709 N Roan St.	Johnson City	TN	37615	Kiosk	(423) 656-0123
1022	*	Amazing Coffee LLC	Thomas B. McDavid	4287 Fort Henry Dr.	Kingsport	TN	37663	Kiosk	(423) 863-7202
1843	*	Brellaancake Coffee LLC	Linda N. Patterson	105 Port Dr.	Kingsport	TN	37660	Kiosk	(423) 612-9030
435	*	C & E Businesses LLC	Emily Harris	8004 Kingston Pike	Knoxville	TN	37919	Kiosk	(865) 603-8776
1023	*	Callahan Coffee LLC	Thomas B. McDavid	1725 Old Callahan Dr.	Knoxville	TN	37912	Kiosk	(423) 863-7202
357		Little Seed Coffee Inc	Stacey L. Gering	10512 Kingston Pike #2	Knoxville	TN	37922	Kiosk	316-650-4422
2654		Southern Charm Lewisburg LLC	Christy L. Fey	1290 N. Ellington Pkwy.	Lewisburg	TN	37091	Kiosk	(931) 422-2133
1656	*	Little Seed Coffee Inc	Stacey L. Gering	2002 W. Broadway Ave.	Maryville	TN	37801	Kiosk	(316) 650-4422
2273	*	Southern Charm McMinnville LLC	Christy L. Fey	835 Smithville Hwy.	McMinnville	TN	37110	Kiosk	(931) 414-4020
2130	*	Hudson Ventures Midtown LLC	Chase L. Hudson	1698 Poplar Ave.	Memphis	TN	38112	Kiosk	(512) 806-3888
1851	*	Hudson Ventures LLC	Chase L. Hudson	3730 Riverdale Rd.	Memphis	TN	38115	Kiosk	(512) 806-3888
2253	*	Pyramid Coffee, LLC	Ryan V. Scoggin	7971 US-51	Millington	TN	38053	Kiosk	(859) 550-0572
458	*	The Horn Group LLC	Timothy L. Horn	1526 N. Mt. Juliet Rd.	Mt. Juliet	TN	37122	Kiosk	(615) 969-1141
502	*	Music City Specialty Coffee Sam Ridley, LLC	Lisa L. Troester	366 W. Sam Ridley Pkwy	Smyrna	TN	37167	Kiosk	(402) 416-8545
471	*	DC Enterprise, LLC	Danny L. Parker	781 New Highway 68	Sweetwater	TN	37874	Kiosk	(423) 432-2424
1067		JavaVision Corp.	Amy J. Woodward	2919 Highway 31W	White House	TN	37188	Kiosk	(916) 524-2468
2106**		Newgard Coffee Group LLC	Robert C. Newgard	1535 E. Main St.	Allen	TX	75002	Kiosk	(402) 290-8925
930		Bean of Life, Inc.	Dale Willhite	3445 S. Western St.	Amarillo	TX	79109	Kiosk	(806) 703-9257
931		Bean of Life, Inc.	Dale Willhite	3401 S. Georgia St.	Amarillo	TX	79109	Kiosk	(806) 703-9256
2435	*	RiseAndGrind, LLC	Jesse A. Koontz	1440 W. White St.	Anna	TX	75409	Kiosk	(760) 707-9700
1083	*	6 Java Boys - Arlington, LLC	Erin Longenecker	6801 Matlock Rd.	Arlington	TX	76002	Kiosk	402-210-4762
2304	*	Anthony Rashall and Roger Rashall	Anthony B. Rashall	530 S. MLK Pkwy.	Beaumont	TX	77701	Kiosk	(409) 466-7931
2542	*	Bonham Coffee LLC	Christopher M. Contreras	1721 N. HWY. 121	Bonham	TX	75418	Kiosk	(909) 549-5780
1200	*	Borger Wolfpack LLC	Warren L. Yeatman	1402 W. Wilson St.	Borger	TX	79007	Kiosk	(806) 202-6521

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
1186	*	Eekooyee Limited Liability Company	Oluwatosin Odesanya	2214 US Highway 380	Bridgeport	TX	76426	Kiosk	(404) 293-7622
1910	*	MS Rio Grande 2, LLC	Jorge E. Oyervides	3563 Pablo Kisel Blvd.	Brownsville	TX	78520	Kiosk	(769) 200-6021
2030	*	TMB Common Grounds, LLC	Bridgette A. Harkins	112 Rodeo Way	Cibolo	TX	78108	Kiosk	(210) 542-5389
1382	*	T&T Coffee, LLC	Taylor G. Fichtner	2102 N. Main St.	Cleburne	TX	76033	Kiosk	(713) 705-0424
2361	*	Happy Gulp, LLC	Matthew J. Bozarth	3471 FM 2499	Corinth	TX	76210	Kiosk	(940) 500-2808
1228	*	Scooters TX Fund 1 LLC	Edward H. Straub	1055 E. Loop 304	Crockett	TX	75835	Kiosk	(402) 658-4581
1461	*	Scooters TX Fund 1 LLC	Edward H. Straub	700 W. Camp Wisdom Rd.	Duncanville	TX	75116	Kiosk	(402) 658-4581
1682	*	Seven Beans, LLC	Robert L. Strong	1803 S. McColl Rd.	Edinburg	TX	78539	Kiosk	(956) 227-3217
2243		RGV Coffee Express, LLC	Wesley Hudson	402 N. Broadway St.	Elsa	TX	78543	Kiosk	832-457-3266
489	*	Long Ears Coffee 3 LLC	Wendy Wells	4425 Boat Club Rd.	Fort Worth	TX	76135	Kiosk	(469) 907-9979
1534	*	Eekooyee Frisco, LLC	Oluwatosin Odesanya	9489 Preston Rd.	Frisco	TX	75033	Kiosk	(404) 293-7622
640**	*	ARC Holdings, LLC	Richard L. Cockerill	1943 Northwest Hwy	Garland	TX	75041	Kiosk	(402) 315-0901
226		Straub Enterprises, LLC	Edward H. Straub	2904 Lavon Dr	Garland	TX	75040	Kiosk	(469) 782-9977
1227	*	Waterslake CFE G1, LLC	Jonathan E. Spindler	1345 Cherry St.	Graham	TX	76450	Kiosk	(832) 603-0913
1383	*	Morning Fix, LLC	Taylor G. Fichtner	1380 E US Hwy 377	Granbury	TX	76048	Kiosk	(817) 526-1780
1909	*	MS Rio Coffee & Partners 1 LLC	Jorge E. Oyervides	2304 S. 77 Sunshine Strip	Harlingen	TX	78550	Kiosk	(769) 200-6021
684	*	Blu Water Brew, LLC	Joshua Morris	1409 Corsicana Hwy	Hillsboro	TX	76645	Kiosk	(402) 540-7399
1097	*	Destiny Cafe 1 LLC	Abdul R. Sbayti	5450 Hwy 6 N.	Houston	TX	77084	Kiosk	(713) 998-0928
1858		Scooters TX Fund 1 LLC	Edward H. Straub	706 Grapevine Hwy	Hurst	TX	76054	Kiosk	(402) 658-4581
1073	*	Scooters TX Fund 1 LLC	Edward H. Straub	1202 S. Jackson St.	Jacksonville	TX	75766	Kiosk	(402) 658-4581
880	*	Javakinetic LLC	Izuchukwu S. ILonze	979 S. Mason Rd.	Katy	TX	77450	Kiosk	(281) 793-8825
2156	*	Kerrville Coffee Partners LLC	Andrew Davis	627 Jefferson St.	Kerrville	TX	78028	Kiosk	(402) 310-6871
389		Coslor A-Maize-Ing Brew II, LLC	Brandon Coslor	2030 League City E Blvd	League City	TX	77573	Kiosk	(281) 525-4134
977	*	Gateway Leander 977 Coffee, LLC	Mitchell D. Linder	1265 S US Hwy 183	Leander	TX	78641	Kiosk	(737) 325-6649
975	*	Leander Ridge 975 Coffee, LLC	Mitchell D. Linder	3625 US Hwy 183	Leander	TX	78641	Kiosk	(303) 919-8390
432		Eekooyee Lewisville, LLC	Oluwatosin Odesanya	1225 S. State Hwy. 121	Lewisville	TX	75067	Kiosk	(469) 907-9979
2240	*	Hicken Hospitality LLC	Kerri L. Hicken	412 S. Main St.	Lindale	TX	75771	Kiosk	(214) 226-2995
295		Straub Enterprises, LLC	Edward H. Straub	1654 FM423, Suite 300	Little Elm	TX	75068	Endcap	402-658-4581
2655		LHTX2655, LLC	Michael J. Reneau	102 S. Colorado St.	Lockhart	TX	78644	Kiosk	(210) 771-0888
1436	*	Hicken Hospitality LLC	Kerri L. Hicken	3817 W. Marshall Ave.	Longview	TX	75604	Kiosk	(214) 226-2995

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
1437	*	Hicken Hospitality LLC	Kerri L. Hicken	108 E. Marshall Ave.	Longview	TX	75601	Kiosk	(214) 226-2995
1314	*	Ukhozi Holdings LLC	Leon L. Radford	8101 Indiana Ave.	Lubbock	TX	79423	Kiosk	(903) 293-8683
2028		McCaskill Enterprises, LLC	Jeffrey T. McCaskill	614 S. May St.	Madisonville	TX	77864	Kiosk	(903) 512-2790
1116	*	6 Star Coffee LLC	Michelle C. Michigian	550 N. Galloway Ave.	Mesquite	TX	75149	Kiosk	(559) 300-0034
1117	*	6 Star Coffee LLC	Michelle C. Michigian	695 E. Cartwright Rd.	Mesquite	TX	75149	Kiosk	(559) 300-0034
2217	*	Open Range Roasters LLC	Eric M. Burke	702 W Wadley Ave.	Midland	TX	79705	Kiosk	(850) 322-0753
1082	*	6 Java Boys - Texas, LLC	Erin Longenecker	721 E. Main St.	Midlothian	TX	76065	Kiosk	402-210-4762
1684	*	Seven Beans, LLC	Robert L. Strong	700 N. Shary Rd.	Mission	TX	78572	Kiosk	(956) 227-3217
2255	*	TMB Common Grounds, LLC	Bridgette A. Harkins	801 N. Grant Ave.	Odessa	TX	79761	Kiosk	(210) 542-5389
1462	*	Scooters TX Fund 1 LLC	Edward H. Straub	2107 W. Oak St.	Palestine	TX	75801	Kiosk	(402) 658-4581
1135	*	Scooters TX Fund 1 LLC	Edward H. Straub	4075 Lamar Ave.	Paris	TX	75462	Kiosk	(402) 658-4581
392		Coslor A-Maize-Ing Brew, LLC	Brandon Coslor	2401 S. Main St.	Pearland	TX	77581	Kiosk	308-293-1472
637**	*	ARC Holdings, LLC	Richard L. Cockerill	3305 Custer Rd.	Plano	TX	75075	Kiosk	(402) 315-0901
1376**	*	No Vision Inc.	Ryan Phelan	7795 Alma Dr.	Plano	TX	75025	Kiosk	(402) 630-5836
426		Rob-Brew-Co, LLC	Matthew Robinson	1500 W. Princeton Dr.	Princeton	TX	75407	Kiosk	(402) 253-6114
368		Straub Enterprises, LLC	Edward H. Straub	1451 E. Buckingham Rd.	Richardson	TX	57081	Kiosk	402-658-4581
976	*	Renaissance 976 Coffee, LLC	Mitchell D. Linder	1675 S. I-35	Round Rock	TX	78664	Kiosk	(303) 919-1919
424**		ARC Holdings, LLC	Richard L. Cockerill	8505 Lakeview Pkwy	Rowlett	TX	75088	Kiosk	402-319-7848
2238		Austin Highway Coffee Shop, LLC	Michael J. Reneau	1202 Austin Hwy	San Antonio	TX	78209	Kiosk	(210) 771-0888
1733	*	TMB Common Grounds, LLC	Bridgette A. Harkins	10911 Fredericksburg Rd.	San Antonio	TX	78240	Kiosk	(210) 542-5389
1734	*	TMB Common Grounds, LLC	Bridgette A. Harkins	9630 Potranco Rd.	San Antonio	TX	78251	Kiosk	(210) 542-5389
1087	*	Ark Grinders, LLC	Kenneth G. Rogers	9307 Spring Cypress Rd.	Spring	TX	77349	Kiosk	346-451-0566
499	*	Darbelle Enterprises, LLC	Michelle Woodside	24527 Gosling Rd.	Spring	TX	77389	Kiosk	(713) 542-4971
1202	*	Sumtimes Coffee, LLC	Charles T. Montgomery	27914 Birnham Woods Dr.	Spring	TX	77386	Kiosk	346-554-6220
967		Triple Shot Holdings, LLC	Taylor G. Fichtner	2137 W. Washington St.	Stephenville	TX	76401	Kiosk	(254) 459-4103
1199		TKO Coffee, LLC	Tyler J. Smith	109 NE Georgia Ave.	Sweetwater	TX	79556	Kiosk	(325) 207-6981
1798	*	Queen's Coffee, LLC	Amos D. Kropf	3107 Richmond Pl.	Texarkana	TX	75503	Kiosk	870-845-8827
2234	*	KBR Franchises, LLC	Kenny Baker	2116 9th Ave. N.	Texas City	TX	77590	Kiosk	(512) 964-4494
256		Straub Enterprises, LLC	Edward H. Straub	5600 Nebraska Furniture Mart Dr.	The Colony	TX	75056	Non-Traditional	214-396-2640
305	*	Darbelle Enterprises, LLC	Michelle Woodside	26551 Kuykendahl Rd.	Tomball	TX	77375	Kiosk	(713) 542-4971

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
2765		Bedford Coffee LLC	Marcus E. Bedford	9516 China Spring Rd.	Waco	TX	76708	Kiosk	(254) 294-8466
1435	*	Hicken Hospitality LLC	Kerri L. Hicken	200 E. Main St.	Whitehouse	TX	75791	Kiosk	(214) 226-2995
1425	*	Mile 40 Clearfield, LLC	Mike C. Braunberger	700 East 700 South	Clearfield	UT	84015	Kiosk	(801) 388-7057
829	*	Scooters829, LLC	Scott Gibson	715 W. State St.	Hurricane	UT	84737	Kiosk	(435) 619-8080
1653		Brandle Holdings, LLC	Brock Hodgson	8425 Washakie Ln Unit A	Magna	UT	84044	Endcap	(385) 247-0020
1647		Best Friend Brews LLC	Mark W. Berger	1085 W. 12th St.	Marriott-Slaterville	UT	84404	Kiosk	801-564-1705
329		Mile 40, Corp	Mike C. Braunberger	1136 W 2700 N	Pleasant View	UT	84404	Kiosk	(801) 388-7057
727	*	BCC Coffee, LLC	Catherine G. Voutaz	3479 W. 12600 S.	Riverton	UT	84065	Kiosk	(801) 755-8824
152		Mile 40, Corp	Mike C. Braunberger	1871 West 5300 South	Roy	UT	84067	Coffeehouse	(801) 820-5091
726	*	BCC Coffee, LLC	Catherine G. Voutaz	2157 N. Redwood Rd.	Saratoga Springs	UT	84045	Kiosk	(801) 755-8824
1360	*	Hart Family Coffee LLC	David C. Pedelty	3626 W College Ave.	Appleton	WI	54914	Kiosk	(920) 574-0434
840	*	Hart Family Coffee LLC	David C. Pedelty	2372 S. Oneida St.	Ashwaubenon	WI	54304	Kiosk	(217) 766-1560
2428		The Gravel Mountain Group Inc.	Samuel J. Burgess	2011 11th Ave	Baldwin	WI	54002	Kiosk	(612) 271-3840
839	*	Hart Family Coffee LLC	David C. Pedelty	2417 Monroe Rd.	Bellevue	WI	54115	Kiosk	(920) 518-1328
1057	*	Beloit Brew LLC	Vicki L. Schleisner	2757 Prairie Ave.	Beloit	WI	53511	Kiosk	(608) 921-2422
1583	*	Bean Drip Services, LLC	Teresa A. Duling	2832 Damon St.	Eau Claire	WI	54701	Kiosk	(715) 598-1794
844	*	Hart Family Coffee LLC	David C. Pedelty	527 W Johnson St	Fond du Lac	WI	54935	Kiosk	(217) 766-1560
846	*	Hart Family Coffee LLC	David C. Pedelty	528 W. Northland Ave.	Grand Chute	WI	54911	Kiosk	(217) 766-1560
838	*	Hart Family Coffee LLC	David C. Pedelty	1302 E. Mason St.	Green Bay	WI	54301	Kiosk	(217) 766-1560
841	*	Hart Family Coffee LLC	David C. Pedelty	1632 W. Mason St.	Green Bay	WI	54303	Kiosk	(217) 766-1560
2109	*	Hart Family Coffee LLC	David C. Pedelty	1225 E Sumner St.	Hartford	WI	53027	Kiosk	(217) 766-1560
770	*	Northern Grounds Holmen LLC	Randy R. Mumm	1410 Holmen Dr.	Holmen	WI	54636	Coffeehouse	(641) 330-0939
659	*	RizeAndGrind, LLC	Jesse A. Koontz	2610 Humes Rd.	Janesville	WI	53545	Kiosk	(760) 707-9700
887	*	Kwik Cup Inc.	Vanita V. Sass	3737 80th St.	Kenosha	WI	53142	Kiosk	(262) 455-7096
842	*	Hart Family Coffee LLC	David C. Pedelty	901 Airport Rd.	Menasha	WI	54952	Kiosk	(217) 766-1560
1452	*	Brew City Coffee LLC	Davinder S. Toor	6023 W. Forest Home Ave.	Milwaukee	WI	53220	Kiosk	(414) 698-4896
886	*	Classic Cup LLC	Vanita V. Sass	6910 W. Washington Ave.	Mt. Pleasant	WI	53406	Kiosk	(262) 583-0234
773	*	Northern Grounds LLC	Randy R. Mumm	715 2nd St.	Onalaska	WI	54650	Kiosk	(641) 330-0939
847	*	Hart Family Coffee LLC	David C. Pedelty	2101 W. 9th Ave.	Oshkosh	WI	54904	Coffeehouse	(217) 766-1560
2110	*	Hart Family Coffee LLC	David C. Pedelty	2725 Eastern Ave.	Plymouth	WI	53073	Kiosk	(217) 766-1560
843	*	Hart Family Coffee LLC	David C. Pedelty	2732 S. Business Dr.	Sheboygan	WI	53081	Kiosk	(217) 766-1560
1361	*	Hart Family Coffee LLC	David C. Pedelty	5707 Hwy 10	Stevens Point	WI	49454	Kiosk	(217) 766-1560

Store No.	*	Entity Name	Contact	Address	City	State	Zip	Building Type	Phone
1334		Hart Family Coffee LLC	David C. Pedelty	24123 75th St.	Village of Paddock Lake	WI	53168	Kiosk	(217) 766-1560
339	*	Kaffeklatsch, Inc.	Joseph Gartner	2150 Miller Park Way	West Milwaukee	WI	53219	Kiosk	262-271-1369
1018	*	Big Sky Coffee LLC	RaeAnn Jeffries	1151 Cy Ave.	Casper	WY	82604	Kiosk	(307) 746-5969
405		Cowboy Brew, LLC	Tori M. Manning	207 S. Greeley Hwy	Cheyenne	WY	82007	Kiosk	308-641-0606
2177	*	Big Sky Coffee LLC	RaeAnn Jeffries	1101 West Yellowstone Hwy.	Douglas	WY	82633	Kiosk	(307) 746-5969
1019	*	Big Sky Coffee LLC	RaeAnn Jeffries	2001 S. Douglas Hwy.	Gillette	WY	82718	Kiosk	(307) 746-5969
2179	*	Big Sky Coffee WY 2179, LLC	RaeAnn Jeffries	91 Skyline Dr.	Gillette	WY	82718	Endcap	(307) 746-5969
2178	*	Big Sky Coffee LLC	RaeAnn Jeffries	922 Coffeen Ave. Suite A	Sheridan	WY	82801	Endcap	(307) 429-5660

Signed Franchise Agreement, but Outlet not Open (As of December 31, 2025)

*Franchise Agreement signed pursuant to a Multiple Store Development Agreement

Store No.	*	Entity Name	Contact	City	State	Zip	Phone
2892		Randall's Coffee, LLC	Randi S. Johnson	Centre	AL	TBD	(256) 609-7421
2972		Richard L. Bryant	Richard L. Bryant	Demopolis	AL	36732	(334) 327-7720
2617	*	Peter Warmingham and Jennifer Warmingham	Peter B. Warmingham	Northport	AL	TBD	(256) 656-5491
2472		Nihar Patel and Tina Patel	Nihar G. Patel	Oneonta	AL	35121	(256) 505-9925
2957		GDS Bev Co LLC	Gregory D. Scovil	Oxford	AL	TBD	(603) 726-1344
1802	*	Higdon Coffee, LLC	Michael B. Higdon	Rainbow City	AL	35906	(256) 302-2021
2790		Valley Barista, LLC	Kalpesh C. Bhandari	Valley	AL	36854	(706) 302-8680
2604	*	Mohib's Coffee, LLC	Saifullah Beg	Little Rock	AR	72210	(317) 941-5311
1970	*	Michael Ferguson and Scott Jacobs	Michael Ferguson	Mountain Home	AR	TBD	(417) 838-3233
1482**	*	MCAA Arizona SC LLC	Austin K. Bone	Laveen	AZ	TBD	801-710-1187
2302**	*	Caffeinated Mink Enterprises LLC	Michael T. Floyd	Phoenix	AZ	85040	(480) 773-9666
2596	*	Drew A. Stavros and Maria-Paz Stavros	Drew A. Stavros	Phoenix	AZ	85041	(202) 262-4530
1459	*	TJM2 Industries LLC	Terrell L. Maxey	Phoenix	AZ	85085	480-225-3969
2066	*	Z & Z Coffee, LLC	Milan B. Knezovich III	Phoenix	AZ	TBD	(562) 290-7178
1620**	*	CC Coffee, LLC	Alisa D. Davault-Maltby	Phoenix	AZ	TBD	480-239-4046
2777	*	JavaJunction Inc.	Thomas J. Prouse	Tucson	AZ	85719	(619) 864-3684
2878		MAD Coffee LLC	Marisol E. Delgado	Aurora	CO	80011	(737) 230-7287
2869	*	Gerrard Koffie LLC	Karissa M. Gerrard	Castle Rock	CO	80109	(618) 357-1884
1473**	*	Stealth Ventures LLC	Dustin C. Bodine	Colorado Springs	CO	TBD	(720) 272-1556
2933		Jeremy T. Wilson and Katie E. Wilson	Jeremy T. Wilson	Littleton	CO	TBD	(760) 610-3334
2973		Leah M. McNell and Samuel F. McNell	Leah M. McNell	Monument	CO	TBD	(315) 657-4670
631	*	Bean of Life, Inc.	Dale Willhite	Pueblo	CO	TBD	(719) 688-1450
2974	*	Joshua C. Godwin	Joshua C. Godwin	Bellview	FL	TBD	(251) 253-9232
2047	*	Caffeinated Sunshine, LLC	Jonathan E. Spindler	Clermont	FL	TBD	(832) 603-0913
2060	*	Gratia Coffee LLC	Dale A. Ogren	Fort Myers	FL	33913	(612) 308-5260
2029	*	Hilltrust Coffee LLC	Bradlee W. Hilley	Freeport	FL	TBD	(850) 307-8430
2969		Joseph J. Altobello and Penny M. Altobello	Joseph J. Altobello	Ft. Myers Shores	FL	TBD	(603) 851-1568

Store No.	*	Entity Name	Contact	City	State	Zip	Phone
717	*	Cuppa Rast, Inc.	Anthony Massacavollo	Green Cove Springs	FL	TBD	(219) 798-6001
870	*	Coffee of Champions, Inc.	Ansley Champion	Green Cove Springs	FL	TBD	(386) 937-4936
2505	*	EP Cafe LLC	Eric P. Gioia	Hobe Sound	FL	33455	(561) 335-9191
2902	*	Marianna Coffee, LLC	John T. Richards	Marianna	FL	32446	(850) 643-7750
2923	*	Happy Coffee Club, LLC	Ronald L. Shamblin	Palm Coast	FL	TBD	(386) 690-4541
2078	*	B5 Coffee Corp.	Cary J. Bastian	Parrish	FL	33578	(309) 337-6649
1012	*	Magic Beanz LLC	Olon J. Hyde	Pensacola/Milton	FL	TBD	(727) 729-1360
2766	*	Super Treats Management LLC	Talal Abdallah Kazbour	Polk City	FL	33868	(813) 625-3462
2922		Talal Abdallah Kazbour and Kimberly A. Kazbour	Talal Abdallah Kazbour	Polk City	FL	TBD	(813) 625-3462
2219**		SHTC Enterprises, Inc.	Tracy L. Stant	Port St. Lucie	FL	34984	(772) 777-9316
2735	*	Dipakkumar Patel and Dhavalkumar Patel	Dipakkumar K. Patel	Punta Gorda	FL	33982	(941) 830-9554
2935	*	Sip N Sunshine Group, LLC	James R. Hodskins	South Venice	FL	TBD	(502) 599-1301
2698	*	Palm Brew, LLC	Luisa Chong	Tamarac	FL	33321	(954) 837-3139
2500**	*	Devonne McPherson and Ebony McPherson	Devonne McPherson	Tampa	FL	TBD	(954) 610-3956
1773**	*	Sunshine Coffee 1773, LLC	Sean M. Stevens	Tarpon Springs	FL	TBD	(402) 490-8361
661**	*	Jessica O'Toole and Ty O'Toole	Jessica O'Toole	Tavares	FL	32778	(352) 406-1480
2887	*	Nicole Darden Ford and Preston E. Ford Jr.	Nicole D. Ford	Wellington	FL	TBD	(703) 835-4689
2477	*	Nikhilkumar Patel, Milan Patel, Akash Patel and Prashant Patel	Nikhilkumar D. Patel	Albany	GA	TBD	(229) 886-8296
2982		Jenish D. Patel	Jenish D. Patel	Carrollton	GA	TBD	(551) 241-8232
2970		Brijesh S. Shah	Brijesh S. Shah	Clarksville	GA	TBD	(706) 254-5285
2351	*	Joseph Eiland	Joseph A. Eiland	Columbus	GA	TBD	(706) 527-7723
2854		Bravery Em Co LLC	Blake T. Atha	Covington	GA	TBD	(404) 427-7514
2819	*	Brew South, LLC	Robert C. Jones	Dublin	GA	31021	(912) 293-3615
2916	*	Desmond R. Beatty	Desmond R. Beatty	Mableton	GA	30126	(704) 654-9637
2309**	*	Trent Harrell, Alan Ward, and David Roberson	Alan Ward	Oakwood/Athens	GA	TBD	(706) 202-4904
2697		Divine Beverage Services, LLC	Khari A. Dickson	Snellville	GA	30078	(678) 751-7843
2602		Shree Raguram LLC	Smit M. Patel	Valdosta	GA	TBD	(229) 412-7916
2818	*	Brew South, LLC	Robert C. Jones	Vidalia	GA	30474	(912) 293-3615
1137	*	Blu Water Brew, LLC	Joshua Morris	Des Moines	IA	TBD	(402) 540-7399

Store No.	*	Entity Name	Contact	City	State	Zip	Phone
2943		Adam W. Westman and Mandy E. Westman	Adam W. Westman	Glenwood	IA	TBD	(402) 320-8286
2947		Jetter Bug LLC	Jason M. Jones	Missouri Valley	IA	TBD	(702) 419-2510
2875		Grit and Grind LLC	Mark A. Holtkamp	N. Liberty	IA	TBD	(319) 594-1062
2574	*	Coffee Group of Idaho, LLC	David M. Dworak	Middleton	ID	TBD	480-296-5053
2792	*	Park River Investments, LLC	Rushikesh Sudhir Shah	Aurora	IL	60506	(847) 722-9192
2848		Lynn Hills Inc.	Thanga Babu Pichaikani	Bourbonais	IL	60914	(312) 532-6129
2836**	*	JIGAR R. PATEL AND MANISHKUMAR J. PATEL	Jigar R. Patel	Champaign	IL	TBD	(618) 918-0300
2853	*	Antarix J. Kothadia & Jimmy H. Garala	Antarix J. Kothadia	Channahon	IL	TBD	(708) 745-2752
2759	*	OM PRK, INC.	Kisan K. Patel	Des Plaines	IL	60016	(872) 234-5641
2696	*	OM CLV, Inc.	Kisan K. Patel	Franklin Park	IL	60131	(872) 234-5641
2224	*	Taake 3 Enterprises LLC	Gregory A. Taake	Freeburg	IL	62243	(618) 616-1010
2496	*	Adam Wurster and Brian Wurster	Adam L. Wurster	Galena	IL	TBD	(815) 238-5103
1783	*	AM KAFES LLC	Ava A. Matsas	Hoffman Estates	IL	60169	(847) 507-9733
2730		Vikas Patel	Vikas M. Patel	Lagrange	IL	TBD	(708) 595-5781
2806	*	Shajan Shajan	Shajan Shajan	Naperville	IL	TBD	(630) 550-3017
1968	*	Vlad Robu	Vlad G. Robu	Naperville	IL	TBD	(630) 608-8959
2793	*	Park River Investments, LLC	Rushikesh Sudhir Shah	North Aurora	IL	60542	(847) 722-9192
2829	*	Rudrakasha Coffee LLC	Akash R. Amin	Oak Brook	IL	TBD	(630) 915-2270
2583		RizeAndGrind, LLC	Jesse A. Koontz	Palatine	IL	60074	(760) 707-9700
1444	*	Coffee Bros I LLC	Lars R. Johnson	Peoria	IL	61615	(312) 656-0440
2959		Ajaykumar Patel	Ajaykumar Patel	Pontiac	IL	61764	(773) 610-3704
2672	*	Romeoville SC LLC	Amitkumar M. Soni	Romeoville	IL	60446	(773) 425-9447
2715	*	RDS BHAI LLC	Sunny D. Patel	Round Lake Beach	IL	TBD	(773) 319-7994
2386	*	Maricela Guzman and Miguel Calvo	Maricela Guzman	Round Lake Beach	IL	TBD	(773) 456-7500
2893		Debra Frey, Rick Frey Jenna Frey and Cory Frey	Cory M. Frey	Shiloh	IL	62221	(618) 410-3660
2657		Apurv Patel, Hiren Patel, Rakesh Patel and Sanjay Patel	Apurv A. Patel	St. Charles	IL	TBD	(630) 779-5476
2529**	*	Manish Patel, Dhyan Patel and Yatin Patel	Manish I. Patel	West Chicago	IL	60185	(630) 747-8324
2860		Kisan K. Patel and Parva R. Patel	Kisan K. Patel	West Chicago	IL	TBD	(872) 234-5641
2497**	*	JS Coffee LLC	Rutul Patel	Wood Dale	IL	TBD	(331) 425-4917

Store No.	*	Entity Name	Contact	City	State	Zip	Phone
1433	*	53 Past LLC	Karishma V. Gariepy	Wood River	IL	62095	(314) 458-7844
2149	*	Waterslake CFE IN, LLC Series 8	Jonathan E. Spindler	Anderson	IN	46016	(832) 603-0913
2939	*	Charles K. Kolar	Charles K. Kolar	Auburn	IN	TBD	(260) 414-9125
2876		3 Loose Beans LLC	Brandon A. Schmohe	DeMotte	IN	46310	(815) 383-7821
1972	*	Ankit and Dipal Patel	Ankit C. Patel	Evansville	IN	47715	(201) 706-0560
2723	*	Coffee Craze LLC	Navrit K. Grewal	Greenfield	IN	46140	(513) 652-0235
2433		Lora Schlosser and Donald Schlosser	Lora M. Schlosser	Marion	IN	TBD	(260) 729-2899
2945		Roasted Coffee Beans, LLC	Morgan D. Corley-Burke	Martinsville	IN	TBD	(812) 361-4137
1863		Kassel Hospitality Corp.	Kristopher R. Kassel	Princeton	IN	47670	(509) 279-3041
2861	*	JK Ventures, LLC	Khristian S. Kendall	Seymour	IN	47274	(405) 233-4060
1730	*	Dragoon Enterprises, LLC	Eric P. Berg	South Bend	IN	TBD	(765) 243-3132
2890	*	Jeffrey J. Wroblewski	Jeffrey J. Wroblewski	Tipton	IN	46072	(317) 903-7379
2857	*	Ewert Group LLC	Eric F. Ewert	Warsaw	IN	46580	(386) 956-2628
2844		Family Blends, LLC	Scott W. Bjurstrom	Colby	KS	67701	(620) 260-6575
2907	*	CAH Coffee LLC	Corey L. Holthaus	Marysville	KS	TBD	(785) 336-1280
2884	*	JoeCo, LLC	Justin A. Meade	West Kansas City	KS	TBD	(402) 366-3008
1697**	*	Cory Ikerd	Cory Ikerd	Bowling Green	KY	TBD	(606) 425-0174
2983		Vivek M. Patel and Rajan Patel	Vivek M. Patel	Cold Spring	KY	TBD	(317) 999-1813
2615	*	Monoc Ventures, LLC	Michael J. Deason	Baton Rouge	LA	TBD	(318) 491-2928
2175	*	William Alan Rock and Michelle Rock	William A. Rock	Shreveport	LA	71105	(318) 469-2722
2643	*	2049 Bert Kouns, LLC	John H. Rennie II	Shreveport	LA	71118	318-458-4407
2928	*	Quality Coffee Company, LLC	Leo J. Selvaraj	Ann Arbor	MI	TBD	(330) 329-9070
2436**		Gamal Shohatee and Habeeb Al-Shohatee	Gamal A. Shohatee	Charlotte	MI	TBD	(313) 600-9991
2952		MDM Java LLC	Shannon D. Jones	Coldwater	MI	TBD	(989) 948-2133
2914	*	Charles J. Knoll	Charles J. Knoll	Farmington Hills	MI	TBD	(248) 719-4200
1286	*	Coffee Capital & Development, LLC	Michael J. Endres	Lansing	MI	48912	(517) 490-9728
2502	*	MI Brew Crew LLC	Heather R. Quiroz	Linden	MI	48451	(810) 444-6013
2746		Scotts Daily Grind Inc	Scott A. Peters	Petoskey	MI	49770	(810) 923-8880
2473**	*	Maltripias, LLC	Russell Elias	Saginaw	MI	TBD	(810) 938-3257
2764	*	Vella Coffee Group LLC	Anthony R. Vella	Saline	MI	TBD	(313) 732-1037
437	*	Three Boys Java, LLC	Jay Beck	Waterford	MI	48328	(402) 578-3143
2980	*	Vella Coffee Group LLC	Anthony R. Vella	Westland	MI	TBD	(313) 732-1037

Store No.	*	Entity Name	Contact	City	State	Zip	Phone
663	*	JPM Java, LLC	Timothy M. Scott	Brooklyn Park	MN	TBD	(402) 960-7751
2299	*	Agape Cup Burnsville LLC	Tracy M. Bonney-Haenke	Burnsville	MN	55306	(402) 515-1618
2960**		Sara M. Eisenschenk and Benjamin S. Eisenschenk	Sara M. Eisenschenk	Detroit Lakes	MN	TBD	(701) 238-5192
2966	*	Daniel N. Annunziata, Shaelyn E. Annunziata and Reilly E. Olson	Daniel N. Annunziata	Edina	MN	TBD	(763) 237-2269
2706	*	David Ackerman	David W. Ackerman	Farmington	MN	TBD	(308) 631-1155
2674		The Gravel Mountain Group Inc.	Samuel J. Burgess	Hugo	MN	TBD	(612) 271-3840
2494	*	David Ackerman	David W. Ackerman	Hutchinson	MN	55350	(308) 631-1155
2978		Randall A. Miltimore and Andrew R. Miltimore	Randall A. Miltimore	Little Falls	MN	TBD	(218) 232-7425
2798**	*	Galt Coffee, LLC	Adam J. Driscoll	Minnetonka	MN	55904	(612) 227-0677
2842		Craig A. Mork	Craig A. Mork	New Ulm	MN	56073	(701) 212-3849
2881		Ultimate Grind, LLC	Chris C. Ray	Pipestone	MN	56164	(507) 215-1729
2965		Daniel C. Dewey and Natalie C. Dewey	Daniel C. Dewey	Ramsey	MN	TBD	(320) 219-1878
2348	*	Red Cabin Coffee LLC	Stephanie A. Ewals	St. Francis	MN	55070	(612) 669-4851
2971		Miressa M. Jibalo	Miressa M. Jibalo	St. Louis Park	MN	TBD	(507) 329-5751
2831	*	Jason L. White and Bia White	Jason L. White	Wyoming	MN	TBD	(612) 290-7316
2365	*	GH Coffee, LLC	Kevin A. Hall	Columbia	MO	TBD	(402) 750-1309
2852		D Allison LLC	Jennifer K. Allison	Eldon	MO	65026	(573) 268-5438
2938		Chuck L. Richins and Kimberly A. Richins	Chuck L. Richins	Eureka	MO	36025	(801) 319-0966
1150	*	Good Dog Coffee Company LLC	James W. Davis	Fenton	MO	TBD	(660) 473-2720
2955	*	Wendy M. McCurdy and Sergey Khokhlan	Wendy M. McCurdy	Marshfield	MO	65706	417-689-0033
2264	*	Nicholas Pollard and Michael Myers	Nicholas D. Pollard	O'Fallon	MO	63368	(941) 387-6964
2894		Frederick Capital LLC	Kelcee L. Frederick	Peculiar	MO	64078	(913) 548-2409
2919	*	Joseph P. Koechner	Joseph P. Koechner	Pleasant Hill	MO	TBD	(785) 288-0318
821	*	BSP Coffee, Inc.	Robert G. Palmer, Jr.	Republic	MO	TBD	(417) 414-8989
1589**	*	Brewing Opportunities, LLC	Benjamin R. Campbell	Salem	MO	TBD	(636) 577-7558
2851	*	Coorts Coffee 1, LLC	Callie D. Coorts	Springfield	MO	65807	(660) 287-7111
2812		Deep D. Patel	Deep D. Patel	Bay St. Louis	MS	39520	(239) 728-8126
2401	*	RAY Real Estate Holdings, LLC	Richard A. Young	Biloxi	MS	39532	205-534-7464
2841		PSM FOUR, LLC	Vikaskumar K. Patel	Columbus	MS	39705	(872) 210-9407

Store No.	*	Entity Name	Contact	City	State	Zip	Phone
2591	*	Pyramid Coffee, LLC	Ryan V. Scoggin	Corinth	MS	38834	(719) 648-6810
2900	*	Natalie F. Hannah and Buford G. Hannah	Natalie F. Hannah	Flowood	MS	TBD	(769) 240-8443
2448**	*	David Kevin Rowan and Allison Rowan	Allison C. Rowan	Pontotoc	MS	38863	(662) 316-5272
2909		Chase L. Hudson and David L. Hayes	Chase L. Hudson	Ripley	MS	38663	(512) 806-3888
2695		Philip K. Jeffries, RaeAnn Jeffries, Taylor Jeffries and James Flikkema	RaeAnn Jeffries	Helena	MT	TBD	(307) 746-5969
2946		JF Brew LLC	Michael R. Jackson Sr	Erwin	NC	28339	(910) 890-4296
2249**	*	North Carolina Coffee LLC	Roger Y. Murray Jr.	Fletcher	NC	28732	(321) 356-6285
2813	*	Bear's Beans, LLC	Ralph G. Kennedy	Graham	NC	27253	(252) 292-1094
1888	*	Coffee DreamZ, LLC	Roxane D. Papora	Huntersville	NC	TBD	(704) 620-1869
1476	*	Rebekah Bailey and Thomas Stuckey	Rebekah S. Bailey	Jacksonville	NC	28540	(910) 750-1224
2581	*	Binit Patel and Jaiminkumar Patel	Binit Patel	Kannapolis	NC	TBD	(732) 841-5214
2821	*	Kawardeep S. Dhillon and Angad S. Randhawa	Kawardeep S. Dhillon	Lexington	NC	27292	(252) 772-5400
2314	*	Guardian Beverages, LLC	Brice M. Andracchio	Rocky Mount	NC	27804	(252) 452-8101
297	*	Worm Farm LLC	Thomas J. Fritz	Bismarck	ND	TBD	(605) 359-7008
2707	*	Worm Farm LLC	Thomas J. Fritz	Dickinson	ND	TBD	(605) 359-7008
2961		William L. Blackburn and Sara K. Blackburn	William L. Blackburn	Auburn	NE	68305	(859) 948-3942
2895		MaDillan Enterprises, LLC	Christen J. Shelbourn	Bennington	NE	TBD	(402) 321-8616
1770		Rusty L. Smith, Shea M. Stokely and David W. Baumert	Rusty L. Smith	Omaha	NE	68137	(402) 547-0851
1861	*	Metcalf Coffee, Inc.	Jason M. Metcalf	Waverly	NE	TBD	(402) 202-6314
1695	*	Four Wise Coffee, LLC	Matthew P. Yeager	Las Cruces	NM	TBD	(575) 405-9695
1176	*	Cafecito LLC	Angela Chacon	Southeast Albuquerque	NM	TBD	(505) 715-9111
2409	*	Go Big Red Ventures, LLC	Nathan R. Stevens	Henderson	NV	TBD	(308) 293-7949
264	*	Select Projects, LLC	Julie A. Walker	Las Vegas	NV	TBD	(858) 784-1632
1507**	*	RR2021, LLC	Donald H. Toomer	Rhodes Ranch	NV	TBD	(702) 499-9944
2795	*	The Rise Development Group, LLC	Timothy C. Plumley	Bucyrus	OH	44907	(419) 295-1877
2580	*	Brew Box Two LLC	Chintankumar R. Patel	Cincinnati	OH	45241	(513) 377-2043
2620	*	Brew Box One LLC	Chintankumar R. Patel	Dayton	OH	TBD	(513) 377-2043
1923	*	ME Coffee, LLC	Matthew M. Smith	Lebanon	OH	TBD	(513) 275-8400

Store No.	*	Entity Name	Contact	City	State	Zip	Phone
2845	*	Five Beans, LLC	Timothy J. Belmonte	London	OH	43140	(508) 208-1306
2889		Spin Ohio, Inc.	Daniel D. Vansteenburg	Steubenville	OH	43952	(651) 592-4784
2431**		Keith Rogers and Joseph Rogers	Keith C. Rogers	Altus	OK	TBD	(940) 357-0403
2717	*	Connor Niemeyer, Emma Niemeyer, Theresa Niemeyer and Kenneth Niemeyer	Connor Niemeyer	Grove	OK	TBD	(417) 540-3228
2879		Shiv I. Singh	Shiv I. Singh	Butler	PA	16001	(615) 973-5780
2948		Shakher P. Patel and Dipak D. Patel	Shakher P. Patel	Ephrata	PA	17522	(717) 799-2542
2783	*	Bradley D. Chivington & Claire A. Chivington	Bradley D. Chivington	Lancaster	PA	TBD	(717) 682-4071
2668		Ved Coffee, LLC	Vijaykumar A. Patel	Mechanicsburg	PA	TBD	(717) 433-1341
2908		SWNU LLC	Keith E. Handler	Nazareth	PA	TBD	(917) 693-3639
2958	*	Mark H. DeStefano	Mark H. DeStefano	Scranton	PA	TBD	(570) 446-9393
2838	*	Scoot Over LLC	Keith S. Landon	Wexford	PA	TBD	(330) 704-3173
2877		TRC Coffee Co. LLC	Michael Savino	Wyomissing	PA	TBD	(484) 824-4319
2931	*	Marge Beverage LLC	Mark W. Sidwell	James Island	SC	TBD	(402) 321-4296
1093	*	Tony and Portia Walker	Tony L. Walker	Lexington	SC	TBD	(803) 513-4415
2291	*	SAS Coffee Newport, LLC	Anthony M. Sas	Rock Hill	SC	29732	(917) 860-4145
2232**		JML Holdings LLC	James Clark	Simpsonville	SC	29680	(864) 304-6494
1106	*	Coastal Perk LLC	Jill S. Amoruso	Summerville	SC	29483	(843) 291-3092
2942		Shack Coffee Rapid City Inc.	Grant R. Johnson	Rapid City	SD	TBD	(605) 630-6989
2866		Rhoades Enterprises, LLC	Travis T. Rhoades	Sioux Falls	SD	TBD	(605) 496-6082
2722	*	Krown Koffie Co., LLC	Tate D. Schipporeit	Spearfish	SD	57783	402-382-5045
2981	*	Krown Koffie Co., LLC	Tate D. Schipporeit	Sturgis	SD	TBD	402-382-5045
1844	*	Bristol Brews LLC	Linda N. Patterson	Bristol	TN	37620	(423) 612-9030
1680	*	Joseph Haynes and Brittany Morrow	Brittany K. Haynes	Charleston	TN	37310	(423) 333-6325
2711		Pratik Patel and Pinkal Patel	Pratik G. Patel	Clarksville	TN	37043	931-241-2324
2771		Nilesh Patel	Nilesh Patel	Gallatin	TN	37066	(708) 407-1255
2752	*	Dhruv I. Patel, Dhaval M. Patel, & Vaibhav I. Patel	Dhruv I. Patel	Lafayette	TN	37083	(615) 339-5514
2788		Story's Cool Beans LLC	Charlton D. Story	Paris	TN	38242	(731) 336-6627
2491		JavaVision Portland Opco LLC	Amy J. Woodward	Portland	TN	37148	(916) 524-2468
415	*	Music City Specialty Coffee, LLC	Lisa L. Troester	Smyrna	TN	TBD	(402) 416-8545
2772		Syvex Expresso Company LLC	Mauricio Javier Suarez Martinez	Arlington	TX	76011	(832) 520-0874

Store No.	*	Entity Name	Contact	City	State	Zip	Phone
2042	*	K&B Coffee Investments, LLC	Kevin L. Linder	Austin	TX	78752	402-730-4692
2466	*	Y'all Need Coffee LLC	Lisa M. Boe	Bastrop	TX	78602	(504) 451-1765
1637	*	Coslor A-Maize-Ing Brew, LLC	Brandon Coslor	Baytown	TX	77523	(308) 293-1472
2157	*	Boerne Coffee Partners LLC	Andrew Davis	Boerne	TX	78006	(402) 310-6871
1463	*	Scooters TX Fund 1 LLC	Edward H. Straub	Cedar Park	TX	78613	(402) 658-4581
1004		Eekooyee Denton Loop, LLC	Oluwatosin Odesanya	Denton	TX	TBD	(404) 293-7622
2979		OYE USA LLC	Jorge E. Oyervides	Edinburg	TX	TBD	(769) 200-6021
2598		HTR Holdings, LLC	Roderick W. Hutterer	El Paso	TX	79938	(915) 276-4233
1119**	*	6 Star Coffee LLC	Michelle C. Michigian	Forney	TX	TBD	(559) 300-0034
2467	*	Y'all Need Coffee LLC	Lisa M. Boe	Kyle	TX	78640	(504) 451-1765
2521		DMA Capital, LLC	Miriam A. Argueta	Lavon	TX	TBD	(469) 964-7531
2235	*	KBR Franchises, LLC	Kenny Baker	League City	TX	TBD	(512) 964-4494
2963		Bedford Coffee LLC	Marcus E. Bedford	McGregor	TX	76657	(512) 964-4793
2417	*	Open Range Roasters LLC	Eric M. Burke	Midland	TX	TBD	(850) 322-0753
1638	*	Coslor A-Maize-Ing Brew, LLC	Brandon Coslor	Nacogdoches	TX	75965	(308) 293-1472
2778		Flozell J. Adams	Flozell J. Adams	Richardson	TX	75080	(773) 459-7831
2779	*	Sip and Go, LLC	Aditi N. Patel	Roanoke	TX	TBD	(806) 443-6034
1187	*	Eekooyee Limited Liability Company	Oluwatosin Odesanya	Sanger	TX	TBD	(404) 293-7622
2452**	*	Teddy Hjelmeland	Teddy Hjelmeland	Waco	TX	TBD	(319) 290-4222
2782		Dustin Jarrett and Ashlee Jarrett	Dustin G. Jarrett	Spanish Fork	UT	TBD	(435) 660-1466
2358	*	Tanner and Travis Schumacher	Tanner Schumacher	West Jordan	UT	84088	(605) 660-4379
1664	*	Mile 40, Corp	Mike C. Braunberger	West Point	UT	TBD	(801) 388-7057
2953	*	Scotty D. Coleman and Sarah E. Quintal	Scotty D. Coleman	Front Royal	VA	TBD	573-579-9534
2934		Maulikkumar R. Patel	Maulikkumar R. Patel	Hampton	VA	TBD	(410) 262-7354
2910	*	Nitinkumar B. Patel and Manisha N. Patel	Nitinkumar B. Patel	Leesburg	VA	TBD	(856) 340-2747
2882	*	Maurer Daily Grind Co.	Tricia L. Maurer	Richmond	VA	23231	(310) 779-3603
2694	*	Ryan S. Kim	Ryan S. Kim	Richmond	VA	TBD	(804) 502-9821
2725**	*	Riley Anderson, Danielle Anderson, Renay Robison-Scheer and Kendall Scheer	Riley Anderson	Stafford	VA	TBD	(571) 471-0043
2949	*	Khushbu N. Patel, Nishan M. Patel and Pratik H. Patel	Khushbu N. Patel	Tyson's Corner	VA	TBD	(571) 209-8601
2761	*	Michael T. Abenante	Michael T. Abenante	Virginia Beach	VA	23453	(757) 286-8044

Store No.	*	Entity Name	Contact	City	State	Zip	Phone
2944		Jason A. Kersten, Mitchel S. Kersten & Patrick B. Kersten	Jason A. Kersten	Chippewa Falls	WI	54729	715-529-0015
1454	*	Brew City Coffee LLC	Davinder S. Toor	Greenfield	WI	53221	(414) 698-4896
828	*	Barostas LLC	Christopher M. Crotteau	Menomonie	WI	54751	651-333-0847
2651	*	Adam Wurster and Brian Wurster	Adam L. Wurster	Mt. Horeb	WI	TBD	(815) 238-5103
772	*	Northern Grounds LLC	Randy R. Mumm	River Falls	WI	TBD	(641) 330-0939
1453	*	Brew City Coffee LLC	Davinder S. Toor	Slinger	WI	TBD	(414) 698-4896
2827		Smiley Face Brewing Co.	Bradley A. Williams	Sussex	WI	53089	309-275-4340
2111**	*	Hart Family Coffee LLC	David C. Pedelty	West Bend	WI	TBD	(217) 766-1560

List of Affiliate-Owned Stores (As of December 31, 2025)

Store No.	Entity Name	Address	City	State	Zip	Building Type	Phone
70	Boundless Operations, LLC	1951 W 5th Avenue	Broomfield	CO	80020	Kiosk	(303) 439-9350
370	Boundless Operations, LLC	312 S. 8th St.	Colorado Springs	CO	80905	Coffeehouse	(719) 308-2923
1850	Future Market Development	1024 St. Rt. 229	Batesville	IN	47006	Kiosk	(402) 614-1723
1979	Boundless Operations, LLC	1278 Perry Ave.	Big Rapids	MI	49307	Kiosk	(402) 614-1723
497	Future Market Development	3150 Plainfield Ave. NE	Grand Rapids	MI	49525	Kiosk	(402) 614-1723
734	Future Market Development	6420 28th St. S.E.	Grand Rapids	MI	49546	Kiosk	(402) 614-1723
735	Boundless Operations, LLC	2380 44th St. SE	Kentwood	MI	49508	Kiosk	(402) 614-1723
7	Boundless Operations, LLC	2402 Cornhusker Road	Bellevue	NE	68123	Coffeehouse	(402) 916-1966
284	Boundless Operations, LLC	1040 Wolf Creek Dr	Bellevue	NE	68123	Kiosk	(531) 225-1880
292	Boundless Operations, LLC	16874 Morgan Ave	Gretna	NE	68028	Kiosk	(402) 502-1010
2404	Boundless Operations, LLC	19225 Oakmont Dr.	Gretna	NE	68028	Kiosk	(402) 614-1723
2	Boundless Operations, LLC	10000 California Street	Omaha	NE	68114	Non-Traditional	402-397-7365
246	Boundless Operations, LLC	8996 L Street	Omaha	NE	68127	Kiosk	(402) 319-7848
365	Boundless Operations, LLC	13329 California St	Omaha	NE	68154	Coffeehouse	402-614-1723
55	Boundless Operations, LLC	5011 S. 108th Street	Omaha	NE	68137	End Cap	402-934-1681
57	Boundless Operations, LLC	10196 Maple Street	Omaha	NE	68134	Coffeehouse	402-991-0288
62	Boundless Operations, LLC	1123 Howard St	Omaha	NE	68102	Non-Traditional	402-991-9868
359	Boundless Operations, LLC	9513 S 144th St	Omaha	NE	68138	Coffeehouse	531-721-2612
2416	Boundless Operations, LLC	2921 S 13th Ct.	Omaha	NE	68108	Kiosk	(402) 614-1723
1243	Boundless Operations, LLC	2103 S. 5th St.	Chickasha	OK	73018	Kiosk	(402) 614-1723
1234	Future Market Development	100 W. Broadway St.	Denver City	TX	79323	Kiosk	(402) 614-1723
1817	Future Market Development	1220 West 1st St.	Hereford	TX	79045	Kiosk	(402) 614-1723
1055	Boundless Operations, LLC	2255 Fry Rd.	Katy	TX	77449	Kiosk	(402) 614-1723
1201	Future Market Development	704 Hillcrest Dr.	Vernon	TX	76384	Kiosk	(402) 614-1723

EXHIBIT E
(TO FRANCHISE DISCLOSURE DOCUMENT)

Store	Entity Name	Contact	Address	City	State	Zip	Phone
TERMINATED							
2171	Alabama Java Corporation	Will G. Mackin	400 S. Memorial Dr.	Prattville	AL	36067	(423) 413-9831
2034	Mean Bean Espresso LLC	Shawn D. LaMontia	1921 Highway 5 N.	Benton	AR	72019	(402) 598-8314
211	NWA Wired, LLC	Alan Stall	206 S. Walton Blvd.	Bentonville	AR	72712	(402) 587-0311
1161	Adventurous Bean 3, LLC	Elizabeth Gray	6600 Corporate Dr.	North Little Rock	AR	72113	(573) 382-2550
1619	CC Coffee, LLC	Alisa D. Davault-Maltby	3415 E. Shea Blvd.	Phoenix	AZ	85028	480-239-4046
345	Tuff Scooter Pharmer, LLC	David Novick	5180 N. Garfield Ave.	Loveland	CO	80538	(307) 630-7496
1183	NA	Kristina M. Siebrandt	980 Pasadena Ave. S.	St. Petersburg	FL	33707	(402) 450-3494
2269	Champagne Coffee Roasters LLC	Matthew J. Kade	2828 N. Vermilion St.	Danville	IL	61832	(402) 405-5953
1193	iHeartCoffee 2, L.L.C.	James R. Stapleton	9248 Westport Rd.	Louisville	KY	40242	(402) 317-4710
2160	Bayou Beans LLC	Christopher G. Bush	12641 Hwy. 90	Luling	LA	70070	(225) 678-3443
380	MaDillan Enterprises, LLC	Christen J. Shelbourn	1209 S. 119th St.	Omaha	NE	68144	(402) 321-8616
1043	PerkiRhana, LLC	David L. Perkins, Jr.	560 State Hwy. 528	Bernalillo	NM	87004	(918) 760-2715
1671	Johnson Java, LLC	Alexander Johnson	5 Dayton Village Pkwy	Dayton	NV	89403	(925) 640-5200
1672	Johnson Java, LLC	Alexander Johnson	1752 N Hwy 395	Minden	NV	89423	(925) 640-5200
1243	Franchise Freak Inc.	Eric E. Maxey	2103 S. 5th St.	Chickasha	OK	73018	(405) 795-3398
1537	WRBC 1537, LLC	Joseph Walker III	85 Tulip Oak Dr	Columbia	SC	29203	(803) 730-6131
1540	WRBC 1540, LLC	Joseph Walker III	7808 Garners Ferry Rd.	Columbia	SC	29209	(803) 730-6131
1542	WRBC 1542, LLC	Joseph Walker III	812 Hwy 1 South	Lugoff	SC	29078	(803) 730-6131
1538	WRBC 1538, LLC	Joseph Walker III	2369 Chestnut St.	Orangeburg	SC	29115	(803) 730-6131
1535	WRBC 1535, LLC	Joseph Walker III	1120 Peach Orchard Rd.	Sumter	SC	29154	(803) 730-6131
1543	WRBC 1543, LLC	Joseph Walker III	481 Pinewood Rd.	Sumter	SC	29154	(803) 730-6131
2369	JoLo Enterprises, LLC	Michael S. Lorrain	801 Rivergate Pkwy	Goodlettsville	TN	37072	(615) 225-7294
164	ARC Holdings, LLC	Richard L. Cockerill	4021 Belt Line Rd #303	Addison	TX	75001	(402) 315-0901
2340	Pop 5 Coffee, LLC	Michael J. Popino	1008 N Main St.	Andrews	TX	79714	(432) 878-1160
175	Two Guns Enterprises, LLC	Catherine Gerch	1 FM 3351 S, Suite 155	Boerne	TX	78006	(310) 242-7792
115	ARC Holdings, LLC	Richard L. Cockerill	7171 Colleyville Blvd, #110	Colleyville	TX	76034	(402) 315-0901
273	ARC Holdings, LLC	Richard L. Cockerill	617 N. Jupiter Rd.	Garland	TX	75042	(402) 315-0901
367	ARC Holdings, LLC	Richard L. Cockerill	3414 Broadway Blvd	Garland	TX	75043	(402) 315-0901
153	ARC Holdings, LLC	Richard L. Cockerill	1570 Keller Pkwy	Keller	TX	76248	(402) 315-0901
132	ARC Holdings, LLC	Richard L. Cockerill	2741 Virginia Pkwy #100	McKinney	TX	75071	(402) 315-0901
632	ARC Holdings, LLC	Richard L. Cockerill	8650 W. University Dr.	McKinney	TX	75071	(402) 315-0901
1670	Pampa Wolfpack, LLC	Warren L. Yeatman	1050 N. Hobart St.	Pampa	TX	79065	(806) 202-6521
1376	No Vision Inc.	Ryan Phelan	7795 Alma Dr.	Plano	TX	75025	(402) 630-5836
169	ARC Holdings, LLC	Richard L. Cockerill	3600 Lakeview Parkway	Rowlett	TX	75088	(402) 315-0901
173	ARC Holdings, LLC	Richard L. Cockerill	4740 S Colony Blvd.	The Colony	TX	75056	(402) 315-0901
424	ARC Holdings, LLC	Richard L. Cockerill	8505 Lakeview Pkwy	Rowlett	TX	75088	(402) 315-0901
TRANSFERRED							
160	C & E Tyler LLC	Emily Harris	550 W. Crossville Rd., Suite 101	Roswell	GA	30075	(256) 655-7845
232	TLC Coffee, LLC	Chandra D. Kipper	1738 Madison Ave.	Council Bluffs	IA	51503	(402) 880-3620
804	ARC Holdings, LLC	Adam Cockerill	4402 Douglas Ave.	Des Moines	IA	50310	(402) 319-7848
856	ACJS Holdings, LLC	Adam Cockerill	Park Fair Mall, 102 E. Euclid Ave.	Des Moines	IA	50313	(402) 319-7848
807	ARC Holdings, LLC	Adam Cockerill	830 1st St.	West Des Moines	IA	50265	(402) 319-7848

Store	Entity Name	Contact	Address	City	State	Zip	Phone
757	Full Cup Coffee LLC	Randy R. Mumm	1226 4th Ave. S.	Denison	IA	51442	(641) 330-0939
1245	Midwest Brew Crew, L.L.C.	Jason P. Huff	901 W. Platt St.	Maquoketa	IA	52060	(319) 231-1385
2638	Metrios Holdings LLC	Tom Diamantopoulos	2125 Ogden Ave., Building B	Downers Grove	IL	60515	(708) 307-3675
1818	PTZ Coffee Guys LLC	Zachariah Hamilton	5709 N. Illinois St.	Fairview Heights	IL	62208	(314) 568-7217
1230	Champagne Coffee Roasters LLC	Matthew J. Kade	902 Marshall St.	Paris	IL	61944	(402) 405-5953
1180	Midwest Brew Crew, L.L.C.	Jason P. Huff	1208 E. Church St.	Sandwich	IL	60548	(319) 231-1385
1819	PTZ Coffee Guys LLC	Zachariah Hamilton	2700 N. Illinois St.	Swansea	IL	62226	(314) 568-7217
83	DAT Coffee Company, LLC	Pat Do	626 South Andover Rd. #100	Andover	KS	67002	(316) 518-7202
82	DAT Coffee Company, LLC	Pat Do	13335 W. Maple	Wichita	KS	67235	(316) 518-7202
201	DAT Coffee Company, LLC	Pat Do	311 N. Washington St.	Wichita	KS	67202	(316) 518-7202
531	Adventurous Bean 4, LLC	Elizabeth Gray	2130 Lone Oak Rd.	Paducah	KY	42003	(573) 382-2550
530	The Adventurous Bean, LLC	Elizabeth Gray	2404 William St.	Cape Girardeau	MO	63703	(573) 382-2550
676	South Arrow Coffee Company #1, LLC	Deena Parrish	2925 S. Clark St.	Mexico	MO	65265	(402) 709-4681
397	Life's Little Perks, LLC	Elizabeth Gray	422 N. Main St.	Sikeston	MO	63801	(573) 382-2550
680	South Arrow Coffee Company #1, LLC	Deena Parrish	10 Lincoln Center	Troy	MO	63379	(402) 709-4681
678	South Arrow Coffee Company #1, LLC (Deena Parrish and Todd Lockhart)	Deena Parrish	1501 Denmark Rd.	Union	MO	63084	(402) 709-4681
420	S&S Java Enterprises	Robert L. Southerland	701 N. Brightleaf Blvd.	Smithfield	NC	27577	(919) 426-7670
854	S&S Java Enterprises	Robert L. Southerland	1700 Raleigh Rd. Pkwy W.	Wilson	NC	27893	(919) 426-7670
43	ARC Holdings, LLC	Adam Cockerill	903 Ft. Crook Rd. N.	Bellevue	NE	68005	(402) 319-7848
88	MBTK Enterprises, LLC	Travis Rhoades	2045 S. 20th St.	Blair	NE	68008	(605) 496-6082
185	Newsellers, LLC	Rhonda A. Newgard	1515 S. 204th St., Suite 101	Elkhorn	NE	68022	(402) 990-0578
40	Newsellers, LLC	Rhonda A. Newgard	1119 N. 204th Ave. #103	Elkhorn	NE	68022	(402) 990-0578
32	ACJS Holdings, LLC	Adam Cockerill	5405 S. 72nd St.	Omaha	NE	68127	(402) 319-7848
20	ARC Holdings, LLC	Adam Cockerill	5233 S 96th St.	Omaha	NE	68127	(402) 319-7848
113	ARC Holdings, LLC	Adam Cockerill	7595 Pacific St.	Omaha	NE	68114	(402) 319-7848
210	ARC Holdings, LLC	Adam Cockerill	5502 S. 84th St.	Omaha	NE	68127	(402) 319-7848
299	Newsellers, LLC	Rhonda A. Newgard	18940 Evans St., Suite 101	Omaha	NE	68022	(402) 990-0578
231	TLC Coffee, LLC	Chandra D. Kipper	766 Gold Coast Dr.	Paplillion	NE	68046	(402) 880-3620
422	GH Coffee Seward, LLC	Kevin Hall	240 N. 6th St.	Seward	NE	68434	(402) 750-1309
1307	Elk City Wolfpack, LLC	Cecil J. Skipper	511 W. 3rd St.	Elk City	OK	73644	(806) 202-6610
208	Good Day, LLC	William Allen	6954 S. Lewis Ave.	Tulsa	OK	74136	(918) 809-7362
253	Family Fuel, LLC	Jodi Purdy	1821 5th St.	Rapid City	SD	57701	(605) 381-0589
276	Family Fuel, LLC	Jodi Purdy	3850 Eglin St.	Rapid City	SD	57703	(605) 381-0589
404	Family Fuel, LLC	Jodi Purdy	2260 Promise Rd.	Rapid City	SD	57702	(605) 381-0589
2106	Newgard Coffee Group LLC	Robert C. Newgard	1535 E. Main St.	Allen	TX	45002	(402) 290-8925
930	High Plains Coffee LLC	Spencer Walker	3445 S. Western St.	Amarillo	TX	79109	(620) 492-5229
931	High Plains Coffee LLC	Spencer Walker	3401 S. Georgia St.	Amarillo	TX	79109	(620) 492-5229
1534	RMR Brews, LLC	Marc R. Robertson	9489 Preston Rd.	Frisco	TX	75033	(214) 213-0366
640	ARC Holdings, LLC	Richard L. Cockerill	1943 Northwest Hwy	Garland	TX	75041	(402) 315-0901
637	ARC Holdings, LLC	Richard L. Cockerill	3305 Custer Rd.	Plano	TX	75075	(402) 315-0901
967	J2KE Inc.	James N. Dortch	2137 W. Washington St.	Stephenville	TX	76401	(402) 719-0323
659	Caffiend Company	Jessica B. Corder	2610 Humes Rd.	Janesville	WI	53545	(402) 770-7049

Store	Entity Name	Contact	Address	City	State	Zip	Phone
TERMINATED FRANCHISE AGREEMENT - STORE NEVER OPENED							
2455	Will Mackin	Will G. Mackin	TBD	Cloverdale (Montgomery)	AL	TBD	(423) 413-9831
1482	MCAA Arizona SC LLC	Austin K. Bone	TBD	Laveen	AZ	TBD	(801) 710-1187
2302	Caffeinated Mink Enterprises LLC	Michael T. Floyd	TBD	Sun City	AZ	TBD	(480) 773-9666
1620	CC Coffee, LLC	Alisa D. Davault-Maltby	TBD	Windsong	AZ	TBD	(480) 239-4046
1473	Stealth Ventures LLC	Dustin C. Bodine	TBD	Colorado Springs	CO	TBD	(720) 272-1556
2850	Brewed Essence, LLC	Jason P. Ontjes	TBD	Windsor	CO	TBD	(620) 960-6880
2731	Jamie Poulsen	Jamie Poulsen	TBD	Clearwater	FL	TBD	(816) 668-9454
962	Joesaphine's Coffee LLC	Edward W. Grimes	TBD	Jacksonville Beach	FL	TBD	(405) 651-6187
661	Jessica O'Toole and Ty O'Toole	Jessica N. O'Toole	TBD	Mt. Dora	FL	TBD	(352) 406-1480
2219	SHTC Enterprises, Inc.	Tracy L. Stant	1738 SW Bayshore Blvd	Port St. Lucie	FL	34984	(772) 777-9316
963	Joesaphine's Coffee LLC	Edward W. Grimes	34 Sebastian Ave.	St. Augustine	FL	32084	(405) 651-6187
2500	Devonne McPherson and Ebony McPherson	Devonne McPherson	TBD	Tampa	FL	TBD	(954) 610-3956
1295	Sip Wrecked, LLC	Mike Stuntz	TBD	Tampa	FL	TBD	(402) 578-6084
1773	Sunshine Coffee 1773, LLC	Sean M. Stevens	TBD	Tarpon Springs	FL	TBD	(402) 490-8361
2309	Trent Harrell, Alan Ward, and David Roberson	Alan Ward	TBD	Athens	GA	TBD	(706) 202-4904
1129	Brew1129 LLC	Amber Martin-Ross	TBD	Johns Creek	GA	TBD	(773) 844-6343
2415	Midwest Brew Crew, L.L.C.	Jason P. Huff	TBD	Ankeny	IA	TBD	319-240-5493
2849	James R. Blaha	James R. Blaha	TBD	Glenwood	IA	TBD	(402) 616-5747
2836	Jigar R. Patel and Manishkumar J. Patel	Jigar R. Patel	TBD	Champaign	IL	TBD	(618) 918-0300
2855	Sipfinity Corp.	Love B. Patel	TBD	Evanston	IL	TBD	(708) 717-5926
2437	Ravi Patel	Ravi Patel	TBD	Millstadt	IL	TBD	(847) 840-2497
2529	Manish Patel, Dhyan Patel and Yatin Patel	Manish I. Patel	181 Roosevelt Rd.	West Chicago	IL	60185	(630) 747-8324
2497	JS Coffee LLC	Rutul Patel	TBD	Wood Dale	IL	TBD	(331) 425-4917
1219	Champagne Coffee Roasters LLC	Matthew J. Kade	TBD	Mooresville	IN	TBD	(402) 405-5953
1220	Champagne Coffee Roasters LLC	Matthew J. Kade	TBD	Plainfield	IN	TBD	(402) 405-5953
1697	Cory Ikerd	Cory W. Ikerd	TBD	Bowling Green	KY	TBD	(606) 425-0174
1195	iHeartCoffee, L.L.C.	James R. Stapleton	TBD	Louisville	KY	TBD	(402) 317-4710
1196	iHeartCoffee 2, LLC	James R. Stapleton	TBD	Louisville	KY	TBD	(402) 317-4710
1593	iHeartCoffee, L.L.C.	James R. Stapleton	7299 Dixie Hwy.	Louisville	KY	40258	(402) 317-4710
1594	iHeartCoffee, L.L.C.	James R. Stapleton	TBD	Louisville	KY	TBD	(402) 317-4710
1595	iHeartCoffee, L.L.C.	James R. Stapleton	TBD	Louisville	KY	TBD	(402) 317-4710
2667	David Hesser and Angela Hesser	David Hesser	TBD	Alexandria	LA	TBD	(318) 623-0533
2161	Bayou Beans LLC	Christopher G. Bush	TBD	Gonzales	LA	TBD	(225) 678-3443
1762	Quick Brew Lana LLC	Amanda C. Fontenot	TBD	Lafayette	LA	TBD	(337) 852-0724
2645	Prakash Saripalli	Prakash Saripalli	TBD	Ellicott City	MD	TBD	(734) 658-7616
2436	Gamal Shohatee and Habeeb Al-Shohatee	Gamal A. Shohatee	TBD	Charlotte	MI	TBD	(313) 600-9991
1876	Z, BRI, G & T - ONE, LLC	David M. Bologna	TBD	Northville	MI	TBD	(248) 506-7416
2473	Maltripias, LLC	Russell Elias	TBD	Saginaw	MI	TBD	(810) 938-3257
2960	Sara M. Eisenschenk and Benjamin S. Eisenschenk	Sara M. Eisenschenk	TBD	Detroit Lakes	MN	TBD	(701) 238-5192
2798	Galt Coffee, LLC	Adam J. Driscoll	TBD	Minnetonka	MN	55904	(612) 227-0677
2270	Loving Cup, LLC	Mackenzie Burnett	181 State Route C	Peculiar	MO	64078	(816) 916-5772
1589	Brewing Opportunities, LLC	Benjamin R. Campbell	TBD	Salem	MO	TBD	(636) 577-7558
2448	David Kevin Rowan and Allison Rowan	Allison C. Rowan	2213 Hwy 15 N.	Pontotoc	MS	38863	(662) 316-5272
2249	North Carolina Coffee LLC	Roger Y. Murray Jr.	TBD	Ashville	NC	TBD	(321) 356-6285
1507	RR2021, LLC	Donald H. Toomer	TBD	Las Vegas	NV	TBD	(702) 499-9944

Store	Entity Name	Contact	Address	City	State	Zip	Phone
2431	Keith Rogers and Joseph Rogers	Keith C. Rogers	TBD	Altus	OK	TBD	(940) 357-0403
749	Freeman Coffee Enterprises, LLC	Michael P. Freeman	TBD	Enid	OK	TBD	(918) 625-0594
2423	DixieLou LLC	James A. Cheek	TBD	Sallisaw	OK	TBD	(405) 612-5419
2096	WalReed Bev Co, LLC	Joseph Walker III	TBD	Aiken	SC	TBD	(803) 730-6131
1539	WalReed Bev Co, LLC	Joseph Walker III	TBD	Anderson	SC	TBD	(803) 730-6131
2232	JML Holdings LLC	James Clark	693 Fairview Rd.	Simpsonville	SC	29680	(864) 304-6494
2368	JoLo Enterprises, LLC	Michael S. Lorrain	TBD	East Nashville	TN	37216	(615) 225-7294
2872	THM Coffee, LLC	Elizabeth E. Hoffmann	TBD	Farragut	TN	TBD	(276) 791-1641
457	The Horn Group LLC	Timothy L. Horn	TBD	Hendersonville	TN	TBD	(615) 969-1141
2880	Akber A. Merchant	Akber A. Merchant	TBD	Kingston	TN	TBD	(256) 322-1264
2492	Timothy Horn and Terence Davenport	Timothy L. Horn	TBD	Lebanon	TN	TBD	(615) 969-1141
2429	Schmitt Koffee Inc	John E. Schmitt	TBD	Manchester	TN	TBD	(480) 229-1637
2052	Gr8Beans-CBTX LLC	Paula K. Naranjo	2634 FM 1103	Cibolo	TX	78108	(832) 458-8774
1119	6 Star Coffee LLC	Michelle C. Michigian	TBD	Forney	TX	TBD	(559) 300-0034
2549	MS Rio Coffee & Partners 1 LLC	Jorge E. Oyervides	TBD	Los Fresnos	TX	TBD	(769) 200-6021
2051	Paula and Christerpher Naranjo	Paula K. Naranjo	TBD	Seguin	TX	TBD	(832) 458-8774
2452	Teddy Hjelmeland	Teddy Hjelmeland	TBD	Waco	TX	TBD	(319) 290-4222
2725	Riley Anderson, Danielle Anderson, Renay Robison-Scheer and Kendall Scheer	Riley Anderson	TBD	Stafford	VA	TBD	(571) 471-0043
2111	Hart Family Coffee LLC	Troy M. Hart	TBD	West Bend	WI	TBD	(712) 260-3470
2826	Jonathan H. Kim and Dale W. Sutherland	Jonathan H. Kim	TBD	Martinsburg	WV	TBD	(240) 778-4666

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

Franchisees in the charts above may also be listed as current franchisees in Exhibit D if they own another franchise in the franchise system.

4900-3695-3010, v. 4

EXHIBIT F
(TO FRANCHISE DISCLOSURE DOCUMENT)

Financial Statements and Guaranty

SCOOTER'S COFFEE SPV GUARANTOR, LLC

AUDITED FINANCIAL STATEMENT AS OF JUNE 16, 2026 AND

GUARANTY OF FRANCHISOR OBLIGATIONS

KPMG LLP
Suite 1100
1000 Walnut Street
Kansas City, MO 64106-2162

Independent Auditors' Report

Board of Directors
Scooter's Coffee SPV Guarantor, LLC:

Opinion

We have audited the consolidated financial statements of Scooter's Coffee SPV Guarantor, LLC and its subsidiaries (the Company), which comprise the consolidated balance sheet as of June 16, 2026 and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of June 16, 2026 in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

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

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with U.S. generally accepted accounting principles, 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 that the consolidated financial statements are issued.

Auditors' Responsibilities for the Audit of the Consolidated 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 auditors' 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 consolidated financial statements.

KPMG LLP, a Delaware limited liability partnership, and its subsidiaries are part of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

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 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 consolidated 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.

KPMG LLP

Kansas City, Missouri
July 14, 2026

Scooter's Coffee SPV Guarantor, LLC

(A Wholly Owned Subsidiary of Boundless Enterprises Group, LLC)

Consolidated Balance Sheet

June 16, 2026

Assets		**2026**
Current assets:		
Cash	$	5,321,300
Receivables, net		1,021,525
Total current assets		6,342,825
Other assets:		
Due from affiliates		169,622,170
Total other assets		169,622,170
Total assets	$	175,964,995
Liabilities and Member's Equity		
Long-term liabilities:		
Long-term debt		(169,622,170)
		(169,622,170)
Member's equity		6,342,825
Total liabilities and member's equity	$	175,964,995

See accompanying notes to consolidated financial statements.

Scooter's Coffee SPV Guarantor, LLC
(Wholly Owned Subsidiary of Boundless Enterprises Group, LLC)

Notes to Consolidated Financial Statements

June 16, 2026

1. Summary of Significant Accounting Policies

(a) Description of Business

Scooter's Coffee SPV Guarantor, LLC (the "Guarantor"), together with its wholly-owned subsidiaries, Scooter's Coffee Issuer, LLC (the "Issuer") and Scooter's Coffee Franchisor, LLC (the "Franchisor" and, collectively, the "Securitization Entities" or the "Company"), are Delaware limited liability companies and indirect subsidiaries of Boundless Enterprises Group, LLC ("Boundless" or the "Parent").

The Franchisor operates a quick-service coffee franchise system under the Scooter's Coffee® brand and generates revenue primarily from franchise royalties, licensing fees, and related income. In connection with a whole-business securitization transaction completed on June 12, 2026, substantially all the Franchisor's revenue-generating assets were contributed to and pledged in favor of the Issuer.

The Issuer was formed for the purpose of issuing asset-backed notes (the "Notes") secured by these assets and the related cash flows. The Company serves as a guarantor of the Issuer's obligations under the Notes. Both the Issuer and the Company are limited-purpose entities whose activities are restricted to those necessary to support the securitization transaction.

The accompanying consolidated balance sheet has been prepared on an initial basis following the completion of the securitization transaction and includes the accounts of the Guarantor, Issuer, and Franchisor. All intercompany balances have been eliminated in consolidation.

The following is a summary of total stores as of June 16, 2026:

	Affiliated	Franchise	Total
Open, December 31, 2024	24	825	849
Opened	-	84	84
Closed	-	(27)	(27)

Transfers	(4)	4	-
Open, December 31, 2025	20	886	906
Opened	-	21	21
Closed	-	(9)	(9)
Transfers	-	-	-
Open, June 12, 2026	20	898	918

(b) **Basis of Presentation**

These consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles (GAAP).

Use of Estimates

The preparation of the opening balance sheet in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the opening balance sheet. Actual results could differ from those estimates.

Cash

Cash consists of deposits held in demand accounts with financial institutions. As part of the formation and capitalization of Scooter's Coffee SPV Guarantor, LLC, the Company received a $5 million capital contribution.

Certain cash accounts of the Company and Scooter's Coffee Franchisor, LLC are subject to deposit account control agreements ("DACAs") entered in connection with the securitization transaction completed on June 12, 2026. Pursuant to these agreements, the secured parties have control over such accounts, and the use of funds is restricted to the terms of the related financing and securitization documents, including the payment of debt service and other specified obligations.

Scooter's Coffee SPV Guarantor, LLC
(Wholly Owned Subsidiary of Boundless Enterprises Group, LLC)

Notes to Consolidated Financial Statements

June 16, 2026

		2026
Cash		
Cash	$	5,000,000
Cash held in reserve account		321,300
Total Cash	$	5,321,300

Receivables

Receivables include franchise royalty receivables that are carried at original invoice amount less an estimated allowance for credit losses based on review of all outstanding amounts on a periodic basis. Management determines the allowance for credit losses by regularly evaluating the aging of customer receivables and considering a customer's financial condition, credit history, current economic conditions, and forecasts about future economic conditions. Receivables are written off when deemed uncollectible. Recoveries of receivables previously written off are recorded when received.

Concentration of Risks

The Company has two types of financial instruments subject to credit risk. The Company maintains bank accounts in which balances sometimes exceed the Federal Deposit Insurance Corporation (FDIC) limit of $250,000. The Company's receivables are also subject to credit risk.

Income Taxes

The Company is a single-member limited liability company and is treated as a disregarded entity under the IRC. The Company's sole member is an indirect subsidiary of Boundless Enterprises Group, LLC. Accordingly, the Company's activity is included on the income tax return of the Parent, and taxable income, deductions and credits flow through to the members of the Parent each year as earned and are reported on their personal income tax returns. Therefore, no provision or liability for income taxes has been included in the consolidated financial statements of the Company.

The Company follows the accounting guidance related to uncertainty in income taxes. Management has evaluated the Company's tax positions and believes there are no uncertain tax positions that would require recognition of a liability for unrecognized tax benefits in the accompanying consolidated *balance sheet*.

The Company may make tax-related distributions to the Parent in amounts sufficient to cover any income taxes the members of the Parent are required to pay on the Company's taxable income.

Subsequent Events

Subsequent events are events or transactions that occur after the balance sheet date, but before the consolidated financial statements are available to be issued and may require potential recognition or disclosure in the consolidated financial statements. Management has considered such events or transactions through July 14, 2026.

2. Related Party Transactions

In connection with the Company's formation and the completion of the securitization transaction on June 12, 2026, the Company received a capital contribution of $5 million from its sole member to support its obligations as a guarantor under the securitization structure. Additionally, the Company recognized a due from related party receivable of $169,622,170 representing the amount due from Boundless Enterprises Group, LLC.

The Company's activities are limited to those necessary to fulfill its obligations under the related financing and guarantee agreements. Distributions to the member are subject to the terms of the securitization documents, including restrictions imposed by deposit account control agreements ("DACAs") and other related financing arrangements.

The Company has franchisees that are owned by employees, members or other affiliates of the Company or the Parent.

3. Receivables

Receivables at June 16th, 2026, consisted of the following:

		2026
Receivables		
Franchisee royalty receivables	$	1,021,525
Less: Allowance for credit losses		-
Total Receivables, net	$	1,021,525

4. Debt

The Company's consolidated indebtedness consists of senior secured notes and a revolving financing facility issued in connection with a whole-business securitization transaction completed on June 12, 2026 (the "Securitization Transaction").

In connection with the Securitization Transaction, Scooter's Coffee Issuer, LLC and Harvest Roasting Issuer, LLC (together, the "Co-Issuers"), each wholly owned indirect subsidiaries of the Parent, issued senior secured asset-backed notes (the "Notes") with an aggregate principal balance of $350 million.

The Notes are secured by substantially all of the revenue-generating assets of Scooter's Coffee Franchisor, LLC and certain affiliated securitization entities (collectively, the "Securitization Entities"), including franchise agreements, intellectual property, and related cash flows (the "Collateral"). The Collateral is legally isolated and is not available to satisfy the obligations of the Parent or its other affiliates outside of the securitization structure.

The Notes are payable solely from the cash flows generated by the Collateral and are subject to a contractually defined priority of payments. Cash collections are deposited into restricted trust accounts and applied in accordance with the indenture and related agreements.

At issuance, the Co-Issuers issued $350 million of Class A2 Notes, which bear interest at a fixed rate of approximately 6.38% per annum and have a legal final maturity of June 12, 2056.

The Notes were issued at a discount of $4.4 million and were also subject to additional debt issuance costs, including legal, structuring, rating agency and other transaction fees paid from the proceeds of the issuance. The underwriting discount and debt issuance costs are recorded

as a reduction of the carrying amount of the Notes and are amortized to interest expense over the expected term of the Notes using the effective interest method.

As of June 16, 2026, the Notes consisted of the following:

Principal balance	$350,000,000
Unamortized discount	(4,375,000)
Unamortized debt issuance costs	7,057,794)
Net carrying amount	$338,567,206

The Notes are classified as long-term debt, as no principal payments are contractually due within the next twelve months.

The Company is a co-issuer of $350 million in Series 2026-1 WBS Notes, which represents joint and several obligations of the co-issuers. As of June 16, 2026, the Company has allocated and recorded $175,350,000 as its primary obligation on the Balance Sheet. The remaining $174,650,000 represents a contingent joint and several obligations for which the Company is liable in the event of default by the co-issuers. No liability has been recorded for this contingent portion as default is not considered probable.

As of June 16, 2026 the allocation of the WBS Notes was as follows:

Co-Issuer	Allocated Principal ($ millions)	Allocated Net Carrying Amount ($ millions)	Percentage
Scooter's Coffee Issuer, LLC	175.4	169.6	50.1%
Harvest Roasting Issuer, LLC	174.6	168.9	49.9%
Total	350.0	338.5	100.0%

This allocation methodology is applied consistently and is reviewed periodically for changes in the relative contribution of securitized cash flows.

The Notes are secured by the Collateral and are payable solely from available collections and related reserve accounts, subject to the applicable priority of payments. The proceeds from the issuance were used to repay existing indebtedness, fund transaction costs and distribute remaining proceeds to the Company.

In addition to the term Notes, the Co-Issuers entered into a revolving financing arrangement in the form of a Class A1 variable funding note facility (the "VFN Facility"), which provides liquidity to support working capital needs and the securitization structure. Under the VFN Facility, the Co-Issuers may request borrowings advances up to a maximum committed amount of $25 million. Borrowings may be in the form of term advances, swingline loans, or letters of credit. Advances under the VFN Facility bear interest at variable rates based on commercial paper rates, SOFR, or an alternative base rate, plus an applicable margin. The facility also requires the payment of commitment fees on unused amounts and fees on outstanding letters of credit.

All obligations under the VFN Facility are secured by the Collateral and are payable solely from securitization cash flows, subject to the priority of payments. As of June 16, 2026, there were no outstanding borrowings under the VFN Facility and no swingline loans outstanding.

The Company entered into an advance funding agreement pursuant to which third-party lenders may provide debt service advances to fund shortfalls in interest payments on the senior notes, and collateral protection advances, to pay certain costs and expenses necessary to preserve or protect the Collateral. Advances accrue interest (generally at a rate based on the prime rate plus a margin) and are repayable from future collections in accordance with the priority of payments. All outstanding advances and accrued interest are due no later than the legal final maturity of the related notes. As of June 16, 2026, there were no outstanding advances.

As part of the VFN facility, the Company obtained an irrevocable standby letter of credit issued by Bank of America, N.A. (the "Issuing Bank") with a maximum available amount of $6 million. The letter of credit provides liquidity support and may be drawn by the trustee or control party to cover shortfalls in interest payments on the notes, required reserve account funding, and

certain commitment fee obligations. Funds drawn must be deposited into specified trust accounts and applied in accordance with the priority of payments.

The Letter of Credit has an initial expiration date of June 12, 2027, and is subject to automatic one-year renewals unless the issuing bank provides notice of non-renewal at least 60 days prior to the expiration date. The facility may not extend beyond May 7, 2029. As of June 16th, 2026, no amounts were outstanding under the letter of credit.

Advances accrue interest, generally at a rate based on the prime rate plus an applicable margin and are repayable from future securitization cash flows in accordance with the priority of payments. All outstanding advances and accrued interest are due no later than the legal final maturity of the Notes.

The Notes are fully and unconditionally guaranteed by Scooter's Coffee SPV Guarantor, LLC (the "Company") and certain affiliated entities within the securitization structure. The guarantees constitute payment guarantees of the Co-Issuers' obligations under the Notes. The guarantors' obligations are secured by the Collateral and are limited to the assets of the securitization structure. These assets are not available to satisfy obligations of the parent or other affiliates. The guarantees do not constitute obligations of the Parent or its non-securitization subsidiaries.

The Notes and related financing agreements contain customary covenants and performance-based conditions, including requirements related to the maintenance of specified debt service coverage ratios and other financial metrics.

Failure to meet these requirements may result in the diversion or trapping of cash flows within the securitization structure, restrictions on distributions to the Parent, or the application of additional cash flow to the repayment of outstanding debt.

The securitization agreements also restrict the incurrence of additional indebtedness, the use of cash and other assets and the payment of dividends or distributions.

As of June 16, 2026, the Company was in compliance with all applicable covenants.

5. Commitments and Contingencies

In the ordinary course of business, the Company may be subject to claims, legal proceedings, and other contingencies. As of June 16, 2026 management is not aware of any matters that would have a material adverse effect on the Company's financial position.

In connection with the securitization transaction completed on June 12, 2026, the Company, the Issuer, and Scooter's Coffee Franchisor, LLC entered into various agreements that contain representations, warranties, and covenants customary for such transactions. These agreements may require the Company to indemnify counterparties or perform under certain circumstances.

The Company is also subject to restrictions under the securitization documents, including limitations on the use of cash, the incurrence of additional indebtedness, and the payment of distributions, as further described in Note 4.

GUARANTEE OF PERFORMANCE

For value received, **SCOOTER'S COFFEE SPV GUARANTOR, LLC** (Guarantor), a Delaware limited liability company (the "Guarantor"), located at 11808 Miracle Hills Drive, Suite #400, Omaha, Nebraska 68154, absolutely and unconditionally guarantees to assume the duties and obligations of **SCOOTER'S COFFEE FRANCHISOR, LLC**, located at 11808 Miracle Hills Drive, Suite #400, Omaha, Nebraska 68154 (the "Franchisor"), under its franchise registration in each state where the franchise is registered, and under its Franchise Agreement identified in its 2026 Franchise Disclosure Document, as it may be amended, and as that Franchise Agreement may be entered into with franchisees and amended, modified or extended from time to time. This guarantee continues until all such obligations of the Franchisor under its franchise registrations and the Franchise Agreement are satisfied or until the liability of Franchisor to its franchisees under the Franchise Agreement has been completely discharged, whichever first occurs. The Guarantor is not discharged from liability if a claim by a franchisee against the Franchisor remains outstanding. Notice of acceptance is waived. The Guarantor does not waive receipt of notice of default on the part of the Franchisor. This guarantee is binding on the Guarantor and its successors and assigns.

The Guarantor signs this guarantee at Omaha, Nebraska, on the 9th day of July, 2026.

GUARANTOR:

SCOOTER'S COFFEE SPV GUARANTOR, LLC

By:_____
Name: Susan Tegt
Its: Chief Legal Officer

SCOOTER'S COFFEE, LLC

AUDITED FINANCIAL STATEMENTS
FOR THE YEARS ENDED DECEMBER 31, 2025, 2024, 2023

Scooters Coffee, LLC

(A Wholly Owned Subsidiary of Boundless Enterprises, LLC)

Financial Statements

December 31, 2025 and 2024

(With Independent Auditors' Report Theron)

Scooter's Coffee, LLC
(Wholly Owned Subsidiary of Boundless Enterprises, LLC)

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KPMG LLP
Suite 1100
1000 Walnut Street
Kansas City, MO 64106-2162

Independent Auditors' Report

Member and Board of Directors
Scooter's Coffee, LLC:

Opinion

We have audited the financial statements of Scooter's Coffee, LLC (the Company), which comprise the balance sheets as of December 31, 2025 and 2024, and the related statements of operations and member's equity, and cash flows for the years then ended, and the related notes to 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 31, 2025 and 2024, and the results of its operations and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

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 Auditors' 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 U.S. generally accepted accounting principles, 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.

Auditors' 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 auditors' 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.

KPMG LLP, a Delaware limited liability partnership, and its subsidiaries are part of the KPMG global organization of independent member firms affiliated with KPMG International Limited, a private English company limited by guarantee.

- 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.

KPMG LLP

Kansas City, Missouri
March 30, 2026

Scooter's Coffee, LLC

(A Wholly Owned Subsidiary of Boundless Enterprises, LLC)

Balance Sheets

December 31, 2025 and 2024

Assets		2025	2024
Current assets:			
Cash and cash equivalents	$	6,939,148	6,486,703
Receivables, net		2,031,809	2,688,748
Prepaid expenses		1,932,719	1,661,248
Current portion of notes receivable		409,736	516,180
Current portion of franchise fees receivable		55,000	120,000
Total current assets		11,368,412	11,472,879
Property, equipment, and software, net		12,141,873	12,291,102
Other assets:			
Goodwill, net of accumulated amortization		—	—
Due from affiliates		49,902,390	24,693,020
Notes receivable, less current portion		221,504	7,997,246
Franchise fees receivable		220,000	375,000
Deposits		5,000	5,000
Total other assets		50,348,894	33,070,266
Total assets	$	73,859,179	56,834,247

See accompanying notes to financial statements.

Scooter's Coffee, LLC

(A Wholly Owned Subsidiary of Boundless Enterprises, LLC)

Balance Sheets

December 31, 2025 and 2024

Liabilities	**2025**	**2024**
Current liabilities:		
Payables	$ 1,465,376	2,754,458
Gift card liability	14,450,341	13,116,889
Franchise marketing deposits	4,076,500	3,727,098
Current portion of deferred revenue and franchisee development deposits	3,040,000	4,145,000
Current portion of area representative buyout liability	—	1,288,199
Other deposits	—	241,804
Accrued compensation	3,034,921	3,146,725
Accrued expenses	2,767,804	854,370
Total current liabilities	28,834,942	29,274,543
Long-term liabilities		
Deferred revenue and franchisee development deposits, less current portion	14,578,618	15,188,618
Total long-term liabilities	14,578,618	15,188,618
Total liabilities	43,413,560	44,463,161
Member's Equity		
Member's equity	30,445,619	12,371,086
Total liabilities and member's equity	$ 73,859,179	56,834,247

See accompanying notes to financial statements.

Scooter's Coffee, LLC
(A Wholly Owned Subsidiary of Boundless Enterprises, LLC)
Statements of Operations and Member's Equity
Years Ended December 31, 2025 and 2024

	2025	2024
Revenues		
Royalty fees	$ 64,100,105	56,091,029
Franchise and area representative fees	5,147,054	7,239,832
Affiliate sourcing fees	840,000	1,210,000
Gift card breakage	2,020,000	1,263,400
Total revenues	72,107,159	65,804,261
Operating expenses		
Operating expenses	43,072,020	42,984,682
Parent administration fee	6,233,783	10,616,492
Depreciation	5,180,605	3,018,028
Amortization of goodwill	—	582,964
Total operating expenses	54,486,408	57,202,166
Income from operations	17,620,751	8,602,095
Other income and expense		
Interest income	453,782	876,018
Total other income	453,782	876,018
Net income	18,074,533	9,478,113
Member's equity, beginning of the year	12,371,086	5,569,041
Distributions to parent	—	(2,676,068)
Member's equity, end of the year	$ 30,445,619	12,371,086

See accompanying notes to financial statements.

Scooter's Coffee, LLC
(A Wholly Owned Subsidiary of Boundless Enterprises, LLC)
Statements of Cash Flows
Years Ended December 31, 2025 and 2024

	2025	2024
Cash flows from operating activities:		
Net income (loss)	$ 18,074,533	9,478,113
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation	5,180,605	3,018,028
Amortization of goodwill	—	582,964
Loss on disposal of property and equipment	19,983	138
Loss on sale of notes receivable	500,000	290,694
Write-off of notes receivable	15,000	201,975
Decrease (increase) in operating assets:		
Receivables, net	656,939	(913,941)
Prepaid expenses	(271,471)	(676,698)
Franchise fees receivable	220,000	60,000
Increase (decrease) in operating liabilities:		
Payables	(1,289,082)	210,350
Gift card liability	1,333,452	1,665,849
Franchise marketing deposits	349,402	(782,263)
Deferred revenue and franchisee development deposits	(1,655,000)	(3,170,002)
Area representative buyout liability	(1,288,199)	(1,288,199)
Other deposits	(241,804)	(435,793)
Accrued compensation	(111,804)	1,286,782
Accrued expenses	1,913,433	273,255
Net cash provided by (used in) operating activities	23,405,987	9,801,252
Cash flows from investing activities:		
Purchases of property, equipment, and software	(5,051,358)	(4,911,222)
Repayments of notes receivable	569,015	248,532
Sale of notes receivable	6,738,171	1,778,306
Decrease (increase) in due from affiliates	(25,209,370)	(22,027,528)
Net cash provided by (used in) investing activities	(22,953,542)	(24,911,912)
Cash flows from financing activities:		
Increase (decrease) in due to affiliates	—	(10,963,285)
Net cash provided by (used in) financing activities	—	(10,963,285)
Net increase (decrease) in cash and cash equivalents	452,445	(26,073,945)
Cash and cash equivalents, beginning of year	6,486,703	32,560,648
Cash and cash equivalents, end of year	$ 6,939,148	6,486,703
Supplemental disclosure of noncash financing and investing activities:		
Due to affiliates incurred for purchase of property, equipment, and software	—	702,600
Due to affiliates incurred in receipt of notes receivable	—	239,596
Property and equipment additions in accounts payable	233,009	606,255
Due to affiliates satisfied through transfer of notes receivable	—	2,158,043
Distributions to Parent in settlement of due from affiliate	—	2,676,068
Notes receivable satisfied through termination of franchise agreement	60,000	—

See accompanying notes to financial statements.

1. Summary of Significant Accounting Policies

(a) Description of Business

Scooter's Coffee, LLC (the Company) is a franchisor of coffee retail stores. The Company is a fully owned subsidiary of Boundless Enterprises, LLC (Parent).

The Parent is also the sole member of Boundless Operations, LLC (Operations) and Harvest Roasting, LLC (Harvest). Operations is principally involved in the operation of Company-owned retail coffeehouses. Harvest is principally involved in the wholesale of coffee products and related supplies to all franchisees of the Company and all Operations' stores.

The following is a summary of total stores at December 31:

	Affiliated	Franchise	Total
Open, December 31, 2023	21	729	750
Opened	1	119	120
Closed	(1)	(20)	(21)
Transfers	3	(3)	-
Open, December 31, 2024	24	825	849
Opened	-	84	84
Closed	-	(27)	(27)
Transfers	(4)	4	-
Open, December 31, 2025	20	886	906

(b) Basis of Presentation

These financial statements have been prepared in accordance with U.S. generally accepted accounting principles (GAAP).

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers short-term investments with original maturity of three months or less to be cash and cash equivalents.

Receivables

Receivables include trade accounts, affiliate, franchisee gift card, and franchisee advances that are carried at original invoice amount less an estimated allowance for credit losses based on review of all outstanding amounts on a periodic basis. Management determines the allowance for credit losses by regularly evaluating the aging of customer receivables and considering a customer's financial condition, credit history, current economic conditions, and forecasts about future economic conditions. Receivables are written off when deemed uncollectible. Recoveries of receivables previously written off are recorded when received.

Concentration of Risks

The Company has two types of financial instruments subject to credit risk. The Company maintains bank accounts in which balances sometimes exceed the Federal Deposit Insurance Corporation (FDIC) limit of $250,000. At December 31, 2025, the Company's uninsured cash balance totaled approximately $5,650,457. The Company's receivables and notes receivable are also subject to credit risk.

Franchise Operations and Revenue Recognition

The Company recognizes revenue either over time or at a point in time, depending on when control of the promised goods or services transfers to the customer. Revenue recognized over time generally relates to performance obligations that are satisfied continuously throughout the contractual term, while revenue recognized at a point in time relates to performance obligations that are satisfied at a distinct point when control transfers.

The Company's revenues primarily consist of royalty fees, franchise and area representative fees, affiliate sourcing fees, gift card breakage, and sponsorship revenue.

Royalty Fees

Royalty fees are determined as a percentage of franchise sales, typically 8% (6% royalty and 2% marketing contribution). Management has determined that royalty fees represent consideration for providing franchisees with a right to access the Company's intellectual property and ongoing franchise support over the term of the franchise agreement. Accordingly, royalty fees are recognized over time, as the franchisee's sales occur.

Franchise and Area Representative Fees

The Company sells individual franchises as well as area representative agreements that incentivize franchisees to develop or help manage multiple store locations. The franchise agreements and area representative agreements typically require the franchisee to pay an initial nonrefundable franchise fee prior to opening the respective franchisee unit. The initial term of a franchise or area representative agreement is generally 10 years. A franchisee may elect to renew the term of a franchise agreement and will pay a renewal fee upon execution of the new agreement.

The Company has determined that the initial franchise fee is a payment for preopening services including site selection, development, and training associated with opening a franchise location. The Company has elected to apply the private company practical expedient for franchisors, which allows for pre-opening services to be accounted for as a distinct performance obligation from the franchise license. Accordingly, the Company accounts for these pre-opening services as a single performance obligation. As such, the franchise fee is initially recorded as deferred revenue and is recognized at a point in time, upon completion of substantially all preopening services, which is normally concurrent with the opening of a franchisee unit. If a franchise agreement is terminated prior to the opening of a franchisee unit, the Company will recognize the full amount of revenue in the year of termination.

During 2024 and prior periods, area representatives provided certain preopening services and continued franchise support in a specific territory on behalf of the Company in exchange for commissions and royalties. The initial fee paid by the area representative was recorded as a franchise development deposit until substantially all services of the Company required by the area representative had been performed, which was normally concurrent with the opening of a franchisee unit within the area representative's territory. During November 2024, the Company exercised termination agreements with all area representatives (See Note 9). No new area representative agreements are expected to be signed, and none were signed during the year ended December 31, 2025.

Affiliate Sourcing Fees

The Company receives a sourcing fee from Harvest each time a franchisee unit is opened. The sourcing fee is deemed to be a commission to the Company for providing a new customer to Harvest and is recognized as revenue in the period the Company has satisfied its obligation to Harvest which occurs upon the opening of the franchisee unit. Sourcing fees received totaled $840,000 and $1,210,000 for the years ended December 31, 2025 and 2024, respectively.

Gift Card Breakage

There are no expiration dates on the Company's gift cards and the Company does not charge service fees. While franchisees continue to honor gift cards presented for payment, the Company determines the likelihood of redemptions to be remote for certain cards due to long periods of inactivity. Gift card breakage revenue represents the amount of gift cards sold in which the probability of redemption is remote, if management also determines there is no requirement for remitting the balances to government agencies under unclaimed property laws. In these circumstances, the gift card liability is reduced through the recognition of breakage revenue over time in proportion to the actual gift card redemptions. Significant judgment is required in estimating breakage percentages on these gift cards. The Company uses industry-wide standards and its own historical experience to estimate breakage revenue. For the years ended December 31, 2025, and 2024, the Company estimated breakage percentages ranging from 0.75% to 5.0% based on the type of gift card and the year of issuance. In addition, the Company has determined cards to be fully broken three years after issuance. Given the significant value of the gift card liability, changes in estimated breakage percentages could have a material impact on the breakage revenue recognized and the outstanding gift card liability.

Sponsorship Revenue

The Company generally hosts a corporate-wide franchisee meeting on an annual basis. The Company recognizes sponsorship revenue from vendors in the year the meeting occurs. Amounts received prior to the franchisee meeting date are recorded as deferred revenue. During 2025 and 2024, the Company recognized sponsorship revenue of approximately $1,382,000 and $1,102,000 respectively, which is included as an offset to operating expenses in the accompanying *statements of operations and member's equity.*

Contract Assets

Contract assets reflect conditional rights to consideration in exchange for goods and services and are transferred to receivables when the rights become unconditional. As of December 31, 2025 and 2024, there were no contract assets as all receivables of the Company reflected unconditional rights to consideration.

Contract Liabilities

Contract liabilities are included in the accompanying *balance sheet* as gift card liability, deferred revenue, and franchisee development deposits.

The gift card liability consists of outstanding gift card balances, net of estimated breakage. See "Gift Card Breakage" above and Note 7 for further description of gift cards. The gift card liability totaled $14,450,341 and $13,116,889 at December 31, 2025 and 2024, respectively.

Deferred revenue consists of initial franchise and area representative fees received at the signing of a franchise or area representative agreement. Franchise development deposits consist of down payments for multi-store development agreements that will be applied to future franchise agreements. When a franchise agreement is signed with a multi-store developer, the down payment is used to reduce the initial franchise fee paid.

These fees are recognized as revenue upon the opening of the respective franchise unit. The Company estimates the current and long-term portion of deferred revenue and franchisee development deposits based on the estimated opening dates of the franchisee units. Deferred revenue and franchisee development deposits totaled $ 17,618,618 and $19,333,618, at December 31, 2025 and 2024, respectively.

Property, Equipment, and Software

Property and equipment are stated at cost. Expenditures for additions and betterments are capitalized; expenditures for maintenance and repairs are expensed as incurred. The costs of assets disposed and the related accumulated depreciation are eliminated from the accounts in the year of disposal. Gains or losses from property disposals are recognized in the year of disposal.

Depreciation is computed using the straight-line method over the following useful lives:

	Years
Office Furniture and Equipment	3-7
Software	3-5
Training Equipment	3-5
Vehicles	5
Website and Product Development	3

Projects in progress are recorded at cost and depreciation is recorded once the assets are placed in service. Projects in progress at December 31, 2025 primarily related to additional software under development which are expected to be placed in service in 2026. Projects in progress at December 31, 2024 primarily related to software under development and construction costs for the new research and development lab and training kiosks which were placed in service in 2025.

Goodwill

Goodwill represents the carrying amount of the cost in excess of the assets acquired in a business combination. The Company amortizes its goodwill prospectively on a straight-line basis up to ten years. Management believes this method more accurately reflects periodic results of operations and has elected to amortize its existing goodwill over ten years, which represents the estimated useful life. Accordingly, there was no amortization expense in 2025 and $582,964 for the year ended December 31, 2024. There will be no additional amortization expense as this goodwill is fully amortized.

Long-Lived Asset Impairment Policy

The Company evaluates the recoverability of the carrying value of long-lived assets when events or circumstances indicate the carrying amount may not be recoverable. If a long-lived asset is tested for recoverability and the undiscounted estimated future cash flows expected to result from the use and eventual disposition of the asset are less than the carrying amount of the asset, the asset cost is adjusted to fair value, and an impairment loss is recognized as the amount by which the carrying amount of a long-lived asset exceeds its fair value. No impairment was recognized during the years ended December 31, 2025 or 2024.

Franchisee Marketing Deposits

Franchisee marketing deposits represent amounts received from franchisees which will be used by the Company on behalf of franchisees for various marketing and grand opening costs.

Leases

The Company uses a right-of-use (ROU) model that requires a lessee to recognize a ROU asset and lease liability on the accompanying *balance sheets* for all leases.

The Company has elected the short-term lease practical expedient to exclude leases with terms of 12 months or less from recognition on the accompanying *balance sheets*. The Company does not have any leases with terms in excess of 12 months; therefore, no ROU assets or lease liabilities have been reflected.

Advertising and Promotion

The franchise agreement requires the Company to spend at least 2% of franchise sales on advertising and promotion. The Company expenses advertising and promotion costs as they are incurred. Advertising and promotion expenses, which are included in the accompanying *Statement of Operations and Member's Equity* as operating expenses, totaled approximately $20,023,668 and $16,627,000 for the years ended December 31, 2025, and 2024, respectively.

Income Taxes

The Company is a single-member limited liability company and is treated as a disregarded entity under the Internal Revenue Code. Accordingly, the Company's activity is included on the income tax return of the Parent, and taxable income, deductions and credits flow through to the members of the Parent each year as earned and are reported on their personal income tax returns. Therefore, no provision or liability for income taxes has been included in the financial statements of the Company.

The Company follows the accounting guidance related to uncertainty in income taxes. Management has evaluated the Company's tax positions and believes there are no uncertain tax positions that would require recognition of a liability for unrecognized tax benefits in the accompanying *balance sheets*.

The Company may make tax-related distributions to the Parent in amounts sufficient to cover any income taxes the members of the Parent are required to pay on the Company's taxable income. The Company believes it is no longer subject to federal, state, and local income tax examinations for tax years before December 31, 2020.

Subsequent Events

Subsequent events are events or transactions that occur after the balance sheet date, but before the financial statements are available to be issued and may require potential recognition or disclosure in the consolidated financial statements. Management has considered such events or transactions through March 30, 2026.

2. Related Party Transactions

Boundless Enterprises, LLC (Parent)

The Company is charged an expense allocation by the Parent for management support which totaled $6,233,783 and $10,616,492 for the years ended December 31, 2025 and 2024, respectively. There was $46,602,903 and $20,357,182 due from the Parent at December 31, 2025 and 2024, respectively, which is included in due from affiliates in the accompanying *balance sheets*. During December 2023, the Parent, alongside the Company as a joint borrower, obtained debt totaling $28,000,000 and issued new member units for a purchase price of approximately $2,000,000, both of which were advanced to the Company by the Parent. During January 2024, approximately $29,695,000 of cash and cash equivalents was paid to certain members of the Parent to repurchase member units, which

reduced the amount due to the Parent and increased the amount due from the Parent. The Company also periodically provides cash advances to and receives cash advances from the Parent. Under a cash management arrangement, the Company's excess cash is transferred daily to the Parent for overnight investment, with funds returned to the Company as required to fund operating disbursements. During 2024, $2,676,068 of the due from Parent was declared a distribution to the Parent.

Boundless Operations, LLC (Operations)

The Company charged continuing franchise royalty fees of $1,379,369 and $1,220,328 to Operations during the years ended December 31, 2025 and 2024, respectively.

Certain initial franchise fees from Operations at December 31, 2024, were terminated or sold to third party franchisees during 2025.

During December 2023, Operations issued notes receivable agreements totaling $9,565,404 in relation to the sale of certain franchise operations. These notes receivable agreements were assigned to the Company, which increased the amount due to Operations. The Company's role is to provide support to franchisees including financing. As such, management determined these notes were more appropriately presented on the Company's *balance sheet*. During December 2024, certain store operations were returned to Operations, satisfying $2,158,043 of notes receivable of the Company.

The Company also periodically provides cash advances to Operations.

There was $2,082,819 and $1,446,282 due from Operations at December 31, 2025 and 2024, respectively, which is included in due from affiliates in the accompanying *balance sheets*.

Harvest Roasting, LLC (Harvest)

The Company receives a $10,000 per store sourcing fee from Harvest for each franchise opening or renewal as consideration for designating Harvest as the preferred vendor of franchisees. The Company also periodically provides cash advances to Harvest.

There was $1,216,668 and $2,889,556 due from Harvest at December 31, 2025 and 2024, respectively, which is included in due from affiliates in the accompanying *balance sheets*.

Franchisees

The Company has franchisees that are owned by employees, members or other affiliated parties of the Company or the Parent.

3. Receivables

Receivables at December 31 consists of the following:

	2025	2024
Receivables		
Trade Accounts	$ 726,387	$ 1,401,754
Affiliate	14,561	33,006
Franchisee Gift Card	1,179,200	1,067,096
Franchisee Advances	409,692	463,903
Vendor Reimbursements	242,627	232,594
Other	49	395
Subtotal	2,572,516	3,198,748
Less: Allowance for Credit Losses	(540,707)	(510,000)
Total Receivables, Net	$ 2,031,809	$ 2,688,748

4. Notes Receivable

Notes receivable provided to franchisees and area representatives at December 31 consists of the following:

	Primary Purpose	Interest	Maturity Date	2025	2024
^	Franchise assistance program	5%	Various	500,000	615,000
	Franchise assistance program	8%	July 2025	—	384,040
	Sale of franchisee operations	8%	February 2027	—	7,357,842
	Sale of franchisee operations	8%	May 2029	131,240	156,544
	Total Notes Receivable			631,240	8,513,426
	Less Current Portion			(409,736)	(516,180)
	Notes Receivable, Less Current Portion			221,504	7,997,246

^These notes bear interest at 5% until the associated franchise unit opens, at which point the Company will charge an extra 2% royalty on net sales in lieu of interest. The principal on the notes matures on various dates from August 2026 to November 2027.

The aggregate maturities for notes receivable for the years ending after December 31, 2025 are as follows:

Year Ending December 31,	
2026	409,736
2027	161,879
2028	39,152
2029	20,473
	631,240

5. Property, Equipment and Software

Property, equipment and software at December 31, 2025 and 2024 consists of the following:

	2025	2024
Office Furniture and Equipment	455,267	672,231
Software	19,651,501	8,634,910
Training Equipment	673,676	734,419
Vehicles	56,227	56,227
Website and Product Development	251,490	415,749
Projects in Process	233,009	6,307,047
Total Cost	21,321,170	16,820,583
Less: Accumulated Depreciation	(9,179,297)	(4,529,481)
Net Book Value	12,141,873	12,291,102

Depreciation expense was $5,180,605 and $3,018,028 for the years ended December 31, 2025 and 2024, respectively.

6. Payables

Payables at December 31 consist of the following:

	2025	2024
Payables		
Trade Accounts	$ 872,972	$ 2,530,708
Affiliate	26,922	5,996
Franchisee Gift Cards	565,482	217,754
Total Payables	$ 1,465,376	$ 2,754,458

7. Gift Cards

The Company and franchisees sell/issue gift cards that are redeemable for product in store locations. The Company manages the gift card program and therefore collects all funds from the issuance of gift cards and reimburses franchisees for the redemption of gift cards in their stores. Upon the sale of a gift card at a franchisee location, the Company records a franchisee gift card receivable and a gift card liability. Gift cards redeemed are accounted for as a franchisee gift card payable and a reduction to the gift card liability. In addition to physical gift cards, the Company allows customers to load a prepaid balance through its mobile application. Upon the purchase of a prepaid balance through the mobile application, the Company records a gift card liability. Management expects gift card breakage to decline as customers shift to the use of the mobile application over physical gift cards.

There was $14,450,341 and $13,116,889 of outstanding gift cards, net of estimated breakage, at December 31, 2025 and 2024, respectively, which are expected to be redeemed in future years.

8. 401(k) Profit Sharing

The Company participates in the Parent's 401(k) profit sharing plan which covers substantially all employees upon completion of one month of service and attainment of 21 years of age. The Company's contribution to the plan consists of a matching contribution based on employee deferrals. Additional profit-sharing contributions may also be made at the Company's discretion. The Company's 401(k) contributions were approximately $437,000 and $460,000 for the years ended December 31, 2025, and 2024, respectively.

9. Commitments and Contingencies

Debt

The Company is a joint borrower with the Parent, Operations, and Harvest, and for various debt obligations, and as such is contingently liable as a borrower and guarantor. Outstanding balances and related interest expense are recorded on the Parent's consolidated financial statements.

In February 2025, the Parent refinanced all its debt into a $75,000,000 term loan and a $25,000,000 revolving line of credit both with a rate of SOFR plus 200 bps, collateralized by substantially all assets of the Company and its affiliates. The maturity date is February 7, 2030.

At December 31, 2025, the maximum future payments that the Company would be required to make as a guarantor on this debt totaled $73,593,750. As of the date of this report, the Company is aware of no instance where it is required to perform on the outstanding term loan.

Commitments

The Company, along with the Parent, Operations, and Harvest, has entered into an agreement with a third-party creditor that provides financing to franchisees. Under this agreement, the Company is contingently liable as a guarantor on up to 10.00% of the indebtedness obtained by the franchisees with the creditor, subject to a minimum of $1,000,000 and a maximum guarantee of $10,000,000. In certain circumstances, the third-party creditor has requested the Company guarantee additional amounts up to 100% of the indebtedness of franchisees. As of December 31, 2025, the Company's exposure on the guarantee is approximately $4,945,038. The terms of the guarantee expire when all indebtedness to the creditor is fully paid. As of the date of this report, the Parent was aware of two instances where it is required to perform on this guarantee.

Area Representative Royalty Fees and Commissions

Under terms of various area representative agreements, the Company had agreed to pay royalties ranging from 2.5% to 3.0% of gross sales each month, which totaled $0 and $2,658,797 for the years ended December 31, 2025 and 2024, respectively, and are included in total operating expenses in the accompanying *statements of operations and member's equity*.

In addition to royalties, the Company had agreed to pay commissions equal to 100% of the initial franchise fee received from a franchise in the area representative's territory. These commissions are earned by the area representative upon the opening of the franchise unit. Commissions totaled $0 and $556,671 for the years ended December 31, 2025 and 2024, respectively, and are included in total operating expenses in the accompanying *statements of operations and member's equity*. Certain area representative royalty fees and commissions were paid to related parties.

In November 2023, the Company terminated all area representative agreements and executed options exercise agreements to purchase the development rights and royalties of the area

representatives. Total consideration owed to area representatives under these options exercise agreements was $12,043,521, of which $8,593,644 was paid in cash, $873,479 was used to satisfy existing notes receivable balances from the area representatives, and $2,576,398 was paid out in two installments in January 2024 and January 2025.

Scooters Coffee, LLC

(A Wholly Owned Subsidiary of Boundless Enterprises, LLC)

Financial Statements and Independent Auditors' Report

December 31, 2024 and 2023

KPMG LLP
Suite 300
1212 N. 96th Street
Omaha, NE 68114-2274

Suite 1120
1248 O Street
Lincoln, NE 68508-1493

Independent Auditors' Report

Member and Board of Directors
Scooter's Coffee, LLC:

Opinion

We have audited the financial statements of Scooter's Coffee, LLC (the Company), which comprise the balance sheet as of December 31, 2024, and the related statements of operations and member's equity, and cash flows for the year then ended, and the related notes to 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 31, 2024, and the results of its operations and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

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

Other Matter

The accompanying financial statements of the Company as of and for the year ended December 31, 2023 were audited by another auditor, who expressed an unmodified opinion on those statements on March 29, 2024.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. generally accepted accounting principles, 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.

Auditors' 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 auditors' 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

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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.

KPMG LLP

Omaha, Nebraska
April 2, 2025

Scooter's Coffee, LLC
(Wholly Owned Subsidiary of Boundless Enterprises LLC)

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Scooter's Coffee, LLC
(A Wholly Owned Subsidiary of Boundless Enterprises, LLC)
Balance Sheets
December 31, 2024 and 2023

Assets		2024	2023
Current assets:			
Cash and cash equivalents	$	6,486,703	32,560,648
Receivables, net		2,688,748	1,774,807
Prepaid expenses		1,661,248	984,550
Current portion of notes receivable		516,180	249,364
Current portion of franchise fees receivable		120,000	—
Total current assets		11,472,879	35,569,369
Property and equipment, net		12,291,102	9,089,191
Other assets:			
Goodwill, net of accumulated amortization of $5,829,696 and $5,246,732, respectively		—	582,964
Due from affiliates		24,693,020	5,341,560
Notes receivable, less current portion		7,997,246	12,702,016
Franchise fees receivable		375,000	555,000
Deposits		5,000	5,000
Total other assets		33,070,266	19,186,540
Total assets	$	56,834,247	63,845,100

See accompanying notes to consolidated financial statements.

Scooter's Coffee, LLC
(A Wholly Owned Subsidiary of Boundless Enterprises, LLC)
Balance Sheets
December 31, 2024 and 2023

Liabilities		**2024**	**2023**
Current liabilities:			
Payables	$	2,754,458	1,937,853
Gift card liability		13,116,889	11,451,040
Franchise marketing deposits		3,727,098	4,509,361
Current portion of deferred revenue and franchisee development deposits		4,145,000	8,120,000
Current portion of area representative buyout liability		1,288,199	1,288,199
Other deposits		241,804	677,597
Accrued compensation		3,146,725	1,859,943
Accrued expenses		854,370	581,115
Total current liabilities		29,274,543	30,425,108
Long-term liabilities			
Deferred revenue and franchisee development deposits, less current portion		15,188,618	14,383,620
Area representative buyout liability, less current portion		—	1,288,199
Due to affiliates		—	12,179,132
Total long-term liabilities		15,188,618	27,850,951
Total liabilities		44,463,161	58,276,059
Commitments and contingencies			
Member's Equity			
Member's equity		12,371,086	5,569,041
Total liabilities and member's equity	$	56,834,247	63,845,100

See accompanying notes to consolidated financial statements.

Scooter's Coffee, LLC

(A Wholly Owned Subsidiary of Boundless Enterprises, LLC)

Statements of Operations and Member's Equity

Years ended December 31, 2024 and 2023

	2024	2023
Revenues		
Royalty fees	$ 56,091,029	42,878,800
Franchise and area representative fees	7,239,832	10,787,091
Affiliate sourcing fees	1,210,000	2,010,000
Gift card breakage	1,263,400	1,255,000
Total revenues	65,804,261	56,930,891
Operating expenses		
Operating expenses	42,984,682	52,757,496
Parent administration fee	10,616,492	6,115,915
Depreciation	3,018,028	777,556
Amortization of goodwill	582,964	582,971
Total operating expenses	57,202,166	60,233,938
Income (loss) from operations	8,602,095	(3,303,047)
Other income and expense		
Interest income	876,018	175,290
Total other income	876,018	175,290
Net income (loss)	9,478,113	(3,127,757)
Member's equity, beginning of the year	5,569,041	8,696,798
Distributions to parent	(2,676,068)	—
Member's equity, end of the year	$ 12,371,086	5,569,041

See accompanying notes to consolidated financial statements.

Scooter's Coffee, LLC
(A Wholly Owned Subsidiary of Boundless Enterprises, LLC)
Statements of Cash Flows
Years ended December 31, 2024 and 2023

	2024	2023
Cash flows from operating activities:		
Net income (loss)	$ 9,478,113	(3,127,757)
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation	3,018,028	777,556
Amortization of goodwill	582,964	582,971
Loss on disposal of property and equipment	138	—
Loss on sale of notes receivable	290,694	—
Write off of notes receivable	201,975	—
Compounded interest on notes receivable	—	(40,833)
Decrease (increase) in operating assets:		
Receivables, net	(913,941)	(37,431)
Prepaid expenses	(676,698)	(104,174)
Franchise fees receivable	60,000	(555,000)
Increase (decrease) in operating liabilities:		
Payables	210,350	163,952
Gift card liability	1,665,849	2,663,163
Franchise marketing deposits	(782,263)	(45,726)
Deferred revenue and franchisee development deposits	(3,170,002)	(2,748,909)
Area representative buyout liability	(1,288,199)	3,449,877
Other deposits	(435,793)	595,305
Accrued compensation	1,286,782	539,804
Accrued expenses	273,255	99,698
Net cash provided by operating activities	9,801,252	2,212,496
Cash flows from investing activities:		
Purchases of property and equipment	(4,911,222)	(7,040,857)
Issuance of notes receivable	—	(2,110,000)
Repayments of notes receivable	248,532	470,055
Sale of notes recievable	1,778,306	—
Decrease (increase) in due from affiliates	(22,027,528)	36,224,838
Net cash provided by (used in) investing activities	(24,911,912)	27,544,036
Cash flows from financing activities:		
Increase (decrease) in due to affiliates	(10,963,285)	840,072
Net cash provided by (used in) financing activities	(10,963,285)	840,072
Net increase (decrease) in cash and cash equivalents	(26,073,945)	30,596,604
Cash and cash equivalents, beginning of year	32,560,648	1,964,044
Cash and cash equivalents, end of year	$ 6,486,703	32,560,648
Supplemental disclosure of noncash financing and investing activities:		
Due to affiliates incurred for purchase of property and equipment	702,600	1,773,656
Due to affiliates incurred in receipt of notes receivable	239,596	9,565,404
Assignment of notes receivable to Parent in satisfaction of due to affiliates	—	540,833
Property and equipment additions in accounts payable	606,255	—
Notes receivable satisfied through area representative buyout	—	873,479
Due to affiliates satisfied through transfer of notes receivable	2,158,043	—
Distributions to Parent in settlement of due from affiliate	2,676,068	—

See accompanying notes to consolidated financial statements.

1. Summary of Significant Accounting Policies

(a) Description of Business

Scooter's Coffee, LLC (the Company) is a franchisor of coffee retail stores. The Company is a fully owned subsidiary of Boundless Enterprises, LLC (Parent).

The Parent is also the sole member of Boundless Operations, LLC (Operations), Harvest Roasting, LLC (Harvest), and Boundless Real Estate Holdings, LLC (Real Estate). Operations is principally involved in the operation of Company-owned retail coffeehouses. Harvest is principally involved in the wholesale of coffee products and related supplies to all franchisees of the Company and all Operations' stores. Real Estate is primarily engaged in the acquisition and leasing of certain real estate properties. In 2024, Real Estate was dissolved and merged in to Operations.

The following is a summary of total stores at December 31:

	Affiliated	Franchise	Total
Open, December 31, 2022	30	525	555
Opened	4	197	201
Closed	(3)	(3)	(6)
Transfers	(10)	10	-
Open, December 31, 2023	21	729	750
Opened	1	119	120
Closed	(1)	(20)	(21)
Transfers	3	(3)	-
Open, December 31, 2024	24	825	849

(b) Basis of Presentation

These consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles (GAAP).

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers short-term investments with original maturity of three months or less to be cash and cash equivalents.

Receivables

Receivables include trade accounts, affiliate, franchisee gift card, and franchisee advances that are carried at original invoice amount less and estimated allowance for credit losses based on review of all outstanding amounts on a periodic basis. Management determines the allowance for credit losses by regularly evaluating the aging of customer receivables and considering a customer's financial condition, credit history, current economic conditions, and forecasts about future economic conditions. Receivables are written off when deemed uncollectible, Recoveries of receivables previously written off are recorded when received.

Concentration of Risks

The Company has two types of financial instruments subject to credit risk. The Company maintains bank accounts in which balances sometimes exceed the Federal Deposit Insurance Corporation (FDIC) limit of $250,000. At December 31, 2024 and 2023, there were no cash balances in excess of FDIC limits. To mitigate risk, the Company invests excess cash balances in sweep accounts. The Company's receivables and notes receivable are also subject to credit risk.

Franchise Operations and Revenue Recognition

Revenue is recognized for the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled to in exchange for those goods and services.

Revenues disaggregated by timing of revenue recognition and by major type for the years ended December 31, 2024 and 2023 are as follows:

	2024	2023
Revenues Recognized Over Time		
Gift Card Breakage	1,263,400	1,255,000
Revenues Recognized at a Point in Time		
Royalty Fees	56,091,029	42,878,800
Franchise Fees	7,239,832	10,487,091
Affiliate Sourcing Fees	1,210,000	2,010,000
Area Representative Fees	-	300,000
Total Revenues Recognized at a Point in Time	64,540,861	55,675,891
Total Revenues	65,804,261	56,930,891

The Company's accounting policy for revenue recognition is detailed below.

Royalty Fees

Royalty fees are determined as a percentage of franchise sales, typically 8% (6% royalty and 2% marketing contribution). Management has determined the royalty fees are payment for intellectual property over the term of the franchise agreement. These fees are recognized as revenue in the period sales are earned by the franchisee.

Franchise and Area Representative Fees

The Company sells individual franchises as well as area representative agreements that incentivize franchisees to develop or help manage multiple store locations. The franchise agreements and area representative agreements typically require the franchisee to pay an initial nonrefundable franchise fee prior to opening the respective franchisee unit. The initial term of a franchise or area representative agreement is generally 10 years. A franchisee may elect to renew the term of a franchise agreement and will pay a renewal fee upon execution of the new agreement.

The Company has determined that the initial franchise fee is a payment for preopening services including site selection, development, and training associated with opening a franchise location. The Company follows Accounting Standards Update 2021-02, *Franchisors – Revenue from Contracts with Customers (Subtopic 952-606): Practical Expedient* and has elected to account for preopening services as a single performance obligation. As such, the franchise fee is initially recorded as deferred revenue and is recognized as revenue upon the completion of substantially all the preopening services, which is normally concurrent with the opening of a franchisee unit. If a franchise agreement is terminated prior to the opening of a franchisee unit, the Company will recognize the full amount to revenue in the year of termination.

During 2023 and prior periods, area representatives provided certain preopening services and continued franchise support in a specific territory on behalf of the Company in exchange for commissions and royalties. The initial fee paid by the area representative was recorded as a franchise development deposit until substantially all services of the Company required by the area representative had been performed, which was normally concurrent with the opening of a franchisee unit within the area representative's territory. During November 2023, the Company exercised termination agreements with all area representatives (See Note 9). No new area representative agreements are expected to sign, and none were signed during the year ended December 31, 2024.

Affiliate Sourcing Fees

The Company receives a sourcing fee from Harvest each time a franchisee unit is opened. The sourcing fee is deemed to be a commission to the Company for providing a new customer to Harvest and is recognized as revenue in the period the Company has satisfied its obligation to Harvest which occurs upon the opening of the franchisee unit. Sourcing fees received totaled $1,210,000 and $2,010,000 for the years ending December 31, 2024 and 2023, respectively.

Gift Card Breakage

There are no expiration dates on the Company's gift cards and the Company does not charge service fees. While franchisees continue to honor gift cards presented for payment, the Company determines the likelihood of redemptions to be remote for certain cards due to long periods of inactivity. Gift card breakage revenue represents the amount of gift cards sold in which the probability of redemption is remote, if management also determines there is no requirement for remitting the balances to government agencies under unclaimed property laws. In these circumstances, the gift card liability is reduced through the recognition of breakage revenue over time in proportion to the actual gift card redemptions. Significant judgement is required in estimating breakage percentages on these gift cards. The Company uses industry-wide standards and its own historical experience to estimate breakage revenue. For the years ended December 31, 2024 and 2023, the Company estimated breakage percentages ranging from .75% to 5.0% based on the type of gift card and the year of issuance. In addition, the Company has determined cards to be fully broken three years after issuance. Give the significant value of the gift card liability, changes in estimated breakage percentages could have a material impact on the breakage revenue recognized and the outstanding gift card liability.

Sponsorship Revenue

The Company generally hosts a corporate-wide franchisee meeting on an annual basis. The Company recognizes sponsorship revenue from vendors in the year the meeting occurs. Amounts received prior to the franchisee meeting date are recorded as deferred revenue. During 2024 and 2023, the Company recognized sponsorship revenue of approximately $1,102,000 and $1,091,000 respectively, which is included as an offset to operating expenses in the accompanying statements of operations and member's equity.

Contract Assets

Contract assets reflect conditional rights to consideration in exchange for goods and services and are transferred to receivables when the rights become unconditional. As of December 31, 2024 and 2023, there were no contract assets as all receivables of the Company reflected unconditional rights to consideration.

Contract Liabilities

Contract liabilities are included in the consolidated balance sheet as gift card liability, deferred revenue, and franchisee development deposits.

The gift card liability consists of outstanding gift card balances, net of estimated breakage. See "Gift Card Breakage" above and Note 7 for further description of gift cards. The gift card liability totaled $13,116,889 and $11,451,040 at December 31, 2024 and 2023, respectively.

Deferred revenue consists of initial franchise and area representative fees received at the signing of a franchise or area representative agreement. Franchise development deposits consist of down payments for multi-store development agreements that will be applied to future franchise agreements. When a franchise agreement is signed with a multi-store developer, the down payment is used to reduce the initial franchise fee paid.

These fees are recognized to revenue upon the opening of the respective franchise unit. The Company estimates the current and long-term portion of deferred revenue and franchisee development deposits based on the estimated opening dates of the franchisee units. Deferred revenue and franchisee development deposits totaled $19,333,618 and $22,103,620, at December 31, 2024 and 2023, respectively.

Property and Equipment

Property and equipment are stated at cost. Expenditures for additions and betterments are capitalized; expenditures for maintenance and repairs are expensed as incurred. The costs of assets disposed, and the related accumulated depreciation are eliminated from the accounts in the year of disposal. Gains or losses from property disposals are recognized in the year of disposal.

Depreciation is computed using the straight-line method over the following useful lives:

	Years
CAD Drawings	3-5
Office Furniture and Equipment	3-7
Software	3-5
Training Equipment	3-5
Vehicles	5
Website and Product Development	3

Projects in progress are recorded at cost and depreciation is recorded once the assets are placed in service. Projects in progress at December 31, 2024 primarily related to additional software under development which are expected to be placed in service in 2025. Projects in progress at December 31, 2023 primarily related to software under development and construction costs for the new research and development lab and training kiosks which were placed in service in 2024.

Goodwill

Goodwill represents the carrying amount of the cost in excess of the assets acquired in a business combination. The Company follows FASB Accounting Standards Update 2014-02*, Intangibles – Goodwill and Other (Topic 350); Accounting for Goodwill*, which allows the Company to amortize its goodwill prospectively on a straight-line basis up to ten years. Management believes this method more accurately reflects periodic results of operations and has elected to amortize its existing goodwill over ten years, which represents the estimated useful life. Accordingly, amortization

expense of $582,964 and $582,971 was recorded during the years ended December 31, 2024 and 2023, respectively. There will be no additional amortization expense as this goodwill is fully amortized.

Long-Lived Asset Impairment Policy

The Company evaluates the recoverability of the carrying value of long-lived assets when events or circumstances indicate the carrying amount may not be recoverable. If a long-lived asset is tested for recoverability and the undiscounted estimated future cash follows expected to result from the use and eventual disposition of the asset are less than the carrying amount of the asset, the asset cost is adjusted to fair value, and an impairment loss is recognized as the amount by which the carrying amount of a long-lived asset exceeds its fair value. No impairment was recognized during the years ended December 31, 2024 or 2023.

Franchisee Marketing Deposits

Franchisee marketing deposits represent amounts received from franchisees which will be used by the Company on behalf of franchisees for various marketing and grand opening costs.

Leases

The Company follows Accounting Standards Update 2016-02, *Leases (Topic 842)* through a right-of-use (ROU) model that requires a lessee to recognize a ROU asset and lease liability on the accompanying consolidated balance sheets for all leases.

The Company has elected the short-term lease practical expedient to exclude leases with terms of 12 months or less from recognition on the accompanying balance sheets. The Company does not have any leases with terms in excess of 12 months; therefore, no ROU assets or lease liabilities have been reflected.

Advertising and Promotion

The franchise agreement requires the Company to spend at least 2% of franchise sales on advertising and promotion. The Company expenses advertising and promotion costs as they are incurred. Advertising and promotion expenses, which are included in operating expenses, totaled approximately $16,627,000 and $12,431,000 for the years ended December 31, 2024, and 2023, respectively.

Income Taxes

The Company is a single-member limited liability company and is treated as a disregarded entity under the Internal Revenue Code. Accordingly, the Company's activity is included on the income tax return of the Parent, and taxable income, deductions and credits flow through to the members of the Parent each year as earned and are reported on their personal income tax returns. Therefore, no provision or liability for income taxes has been included in the financial statements of the Company.

The Company follows the provisions of FASB Codification Topic 740-10 related to uncertain income tax positions. Management believes there are no uncertain income tax positions taken which would require the Company to reflect a liability for unrecognized tax benefits on the accompanying balance sheets.

The Company may make tax related distributions to the Parent in amounts sufficient to cover any income taxes the members of the Parent are required to pay on the Company's taxable income. The Company believes it is no longer subject to federal, state, and local income tax examinations for tax years before December 31, 2020.

Subsequent Events

Subsequent events are events or transactions that occur after the consolidated balance sheet date, but before the consolidated financial statements are available to be issued and may require potential recognition or disclosure in the consolidated financial statements. Management has considered such events or transactions through April 2, 2025. See the "Debt" section of Note 9 for description of subsequent event.

2. Related Party Transactions

Boundless Enterprises, LLC (Parent)

The Company is charged an expense allocation by the Parent for management support which totaled $10,616,492 and $6,115,915 for the years ended December 31, 2024 and 2023, respectively. There was $20,357,182 and ($5,703,917) due from (to) the Parent at December 31, 2024 and 2023, respectively, which is included in due from (to) affiliates in the accompanying balance sheets. During December 2023, the Parent, alongside the Company as a joint borrower, obtained debt totaling $28,000,000 and issued new member units for a purchase price of approximately $2,000,000, both of which were advanced to the Company by the Parent. During January 2024, approximately $29,695,000 of cash and cash equivalents was paid to certain members of the Parent to repurchase member units, which reduced the amount due to the Parent and increased the amount due from the Parent. The Company also periodically provides cash advances to and receives cash advances from the Parent. During 2024, $2,676,068 of the due from Parent was declared a distribution to the Parent.

Boundless Operations, LLC (Operations)

The Company charged continuing franchise royalty fees of $1,220,328 and $1,210,087 to Operations during the years ended December 31, 2024 and 2023, respectively.

The Company also charged initial franchise fees to Operations. Total franchisee fee revenue recognized from Operations was $40,000 and $160,000 during the years ended December 31, 2024, and 2023, respectively. Initial franchisee fees from Operations of $160,000 ($40,000 current and $120,000 long-term) and $400,000 ($360,000 current and $40,000 long-term) were included in deferred revenue and franchisee development deposits at December 31, 2024, and 2023, respectively. Certain initial franchise fees from Operations at December 31, 2022, were sold or transferred to third party franchisees during 2023.

During December 2023, Operations issued notes receivable agreements totaling $9,565,404 in relation to the sale of certain franchise operations. These notes receivable agreements were assigned to the Company, which increased the amount due to Operations. The Company's role is to provide support to franchisees including financing. As such, management determined these notes were more appropriately presented on the Company's balance sheet. During December 2024, certain store operations were returned to Operations, satisfying $2,158,043 of notes receivable of Company.

The Company also periodically provides cash advances to Operations.

There was $1,446,282 and ($6,475,215) due from (to) Operations at December 31, 2024 and 2023, respectively, which is included in due from (to) affiliates in the accompanying balance sheets.

Harvest Roasting, LLC (Harvest)

The Company receives a $10,000 per store sourcing fee from Harvest for each franchise opening or renewal as consideration for designating Harvest as the preferred vendor of franchisees. The Company also periodically provides cash advances to Harvest.

There was $2,889,556 and $5,341,560 due from Harvest at December 31, 2024 and 2023, respectively, which is included in due from affiliates in the accompanying balance sheets.

Franchisees and Area Representatives

The Company has various franchisees that are owned by employees, members or other affiliated parties of the Company or the Parent.

During 2022, the Company entered into a note receivable agreement with a certain executive and member of the Parent (see Note 4).

The Company entered into agreements with a certain member of the Parent and with a certain related party to finance their area representative fees. During 2023, these area representatives' agreements were terminated, and the balances of the corresponding notes receivable were satisfied (see Note 9).

3. Receivables

Receivables on December 31 consists of the following:

	2024	2023
Receivables		
Trade Accounts	1,401,754	854,656
Affiliate	33,006	12,893
Franchisee Gift Card	1,067,096	843,907
Franchisee Advances	463,903	95,986
Vendor Reimbursements	232,594	-
Other	396	17,365
Subtotal	3,198,748	1,824,807
Less: Allowance for Credit Losses	(510,000)	(50,000)
Total Receivables, Net	$2,688,748	$1,774,807

4. Notes Receivable

Notes receivable provided to franchisees and area representatives at December 31 consist of the following:

#	Franchise assistance program	0%	Various	-	1,509,000
^	Franchise assistance program	5%	Various	615,000	1,300,000
	Franchise assistance program	5%	&	-	76,975
	Franchise assistance program	8%	July 2025	384,040	500,000
	Sale of franchisee operations	8%	February 2027	7,357,842	7,386,180
	Sale of franchisee operations	8%	May 2029	156,544	0
	Sale of franchisee operations	8%	**	-	2,179,225
	Total Notes Receivable			8,513,426	12,951,380
	Less Current Portion			516,180	249,364
	Notes Receivable, Less Current Portion			7,997,246	12,702,016

& This note was written off in 2024.

One of these notes was written off in 2024.

#, ^ $2,069,000 of these two note cateogories were sold in 2024 to a 3rd party at a discount of $290,694.

** These stores were sold back to Operations in 2024 in satisfaction of the notes.

^These notes bear interest at 5% until the associated franchise unit opens, at which point the Company will charge an extra 2% in royalty in lieu of interest. The principal on the remaining notes matures on various dates from August 2026 to December 2027.

The aggregate maturities for notes receivable for the years ending after December 31, 2024 are as follows:

Year Ending December 31,	
2025	516,180
2026	655,118
2027	7,285,672
2028	39,348
2029	17,108
	8,513,426

5. Property and Equipment

Property and equipment at December 31, 2024 and 2023 consists of the following:

	2024	2023
CAD Drawings	7,615	7,615
Office Furniture and Equipment	664,616	656,055
Software	8,634,910	8,528,910
Training Equipment	734,419	592,764
Vehicles	56,227	56,227
Website and Product Development	415,749	354,979
Projects in Process	6,307,047	411,001
Total Cost	16,820,583	10,607,551
Less Accumulated Depreciation	(4,529,481)	(1,518,360)
Net Book Value	12,291,102	9,089,191

6. Payables

Payables at December 31 consists of the following:

	2024	2023
Payables		
Trade Accounts	2,530,708	1,100,887
Affiliate	5,996	78,360
Franchisee Gift Cards	217,754	758,606
Total Payables	2,754,458	1,937,853

7. Gift Cards

The Company and franchisees sell/issue gift cards that are redeemable for product in store locations. The Company manages the gift card program and therefore collects all funds from the issuance of gift cards and reimburses franchisees for the redemption of gift cards in their stores. Upon the sale of a gift card at a franchisee location, the Company records a franchisee gift card receivable and a gift card liability. Gift cards redeemed are accounted for as a franchisee gift card payable and a reduction to the gift card liability. In addition to physical gift cards, the Company allows customers to load a prepaid balance through its mobile application. Upon the purchase of a prepaid balance through the mobile application, the Company records a gift card liability. Management expects gift card breakage to decline as customers shift to the use of the mobile application over physical gift cards.

There was $13,116,889 and $11,741,040 of gift cards outstanding, net of estimated breakage, at December 31, 2024 and 2023, respectively, which are expected to be redeemed in future years.

8. 401(k) Profit Sharing

The Company participates in the Parent's 401(k) profit sharing plan which covers substantially all employees upon completion of one month of service and attainment of 21 years of age. The Company's contribution to the plan consists of a matching contribution based on employee deferrals. Additional profit-sharing contributions may also be made at the Company's discretion. The Company's 401(k) contributions were approximately $460,000 and $504,000 for the years ended December 31, 2024, and 2023, respectively.

9. Commitments and Contingencies

Debt

The Company is a joint borrower with the Parent, Operations, Harvest, and Real Estate for various debt obligations. Outstanding balances and related interest expense are recorded on the Parent's consolidated financial statements.

The Company is contingently liable as a borrower and guarantor with respect to certain indebtedness of the Parent. At December 31, 2024 the maximum future payments that the Company would be required to make as a borrower and guarantor on this debt totaled $59,195,748. This includes term loans which mature on various dates from March 2025 through October 2028 with interest accruing at fixed and variable rates ranging from 6.31% to 8.38%. This debt is collateralized by substantially all assets of the Company and its affiliates. The Company is also contingently liable as a borrower with respect to certain unsecured indebtedness of the Parent. At December 31, 2024, the maximum future payments that the Company would be required to make as a borrower on this debt totaled $28,000,000. This loan matures during December 2028 with interest accruing at 13.25%. As of the date of this report, the Company is aware of no instances where it is required to perform on the outstanding term loans.

In February 2025, the Parent refinanced all of its debt described above into a $75,000,000 term loan and a $25,000,000 revolving line of credit both with a rate of SOFR plus 200 bps, collateralized by substantially all assets of the Company and its affiliates. The maturity date is February 7, 2030.

Commitments

The Company, along with the Parent, Operations, Harvest, and Real Estate, has entered into an agreement with a third-party creditor that provides financing to franchisees. Under this agreement, the Company is contingently liable as a guarantor on up to 10.00% of the indebtedness obtained by the franchisees with the creditor, subject to a minimum of $1,000,000 and a maximum guarantee of $10,000,000. In certain circumstances, the 3rd party creditor has requested the Company guarantee additional amounts up to 100% of the indebtedness of franchisees. As of December 31, 2024, the Company's exposure on the guarantee is approximately $8,451,688. The terms of the guarantee expire when all indebtedness to the creditor is fully paid. As of the date of this report, the Parent was aware of one instance where it is required to perform on this guarantee.

Area Representative Royalty Fees and Commissions

Under terms of various area representative agreements, the Company had agreed to pay royalties ranging from 2.5% to 3.0% of gross sales each month, which totaled $0 and $2,658,797 for the years ended December 31, 2024 and 2023, respectively, and are included in total operating expenses in the accompanying statements of operations and member's equity.

In addition to royalties, the Company had agreed to pay commissions equal to 100% of the initial franchise fee received from a franchise in the area representative's territory. These commissions are earned by the area representative upon the opening of the franchise unit. Commissions totaled $0 and $556,671 for the years ended December 31, 2024 and 2023, respectively, and, and are included in total operating expenses in the accompanying statements of operations and member's equity. Certain area representative royalty fees and commissions were paid to related parties.

In November 2023, the Company terminated all area representative agreements and executed options exercise agreements to purchase the development rights and royalties of the area representatives. Total consideration owed to area representatives under these options exercise agreements was $12,043,521, of which $8,593,644 was paid in cash, $873,479 was used to satisfy existing notes receivable balances from the area representatives, and $2,576,398 will be paid out in two installments in January 2024 and January 2025.

SCOOTER'S COFFEE, LLC

UNAUDITED FINANCIAL STATEMENTS AS OF JUNE 30, 2026

THE FINANCIAL STATEMENTS AS OF JUNE 30, 2026 ARE PREPARED WITHOUT AN AUDIT. PROSPECTIVE FRANCHISEES SHOULD BE ADVISED THAT NO CERTIFIED PUBLIC ACCOUNTANT HAS AUDITED THESE FIGURES OR EXPRESSED HIS/HER OPINION WITH REGARD TO THE CONTENTS AND FORM.

Scooter's Coffee, LLC
Balance Sheet
June 30, 2026

	6/30/2026
Current Assets	
Cash and Equivalents	1,507,337
Receivables, Net	1,343,978
Prepaid Expenses	7,119,818
Notes Receivable, Current Portion	160,791
Total Current Assets	10,131,924
Property and Equipment	
Property & Equipment	26,073,437
Transfer of property and equipment from parent	4,947,959
Accumulated Depreciation	(16,057,352)
Total Property and Equipment	14,964,044
Other Assets	
Notes Receivable, Less Current Portion	203,340
Operating Lease ROUA, Net	4,555,758
Financing Lease ROUA, Net	35,882
Goodwill	6,679,681
Accumulated Amortization	(6,679,681)
Deposits & Other Assets	54,036,967
Total Other Assets	58,831,947
Total Assets	83,927,915
Current Liabilities	
Payables	913,362
Accrued Expenses	19,219,440
Operating Lease Liabilities, Current Portion	197,550
Financing Lease Liabilities, Current Portion	32,506
Gift Card Liability	10,747,565
Deferred Franchise Fees & Dev Deposits, Current Portion	3,600,000
Franchise Marketing Deposits	3,448,403
Total Current Liabilities	38,158,826
Long-Term Liabilities	
Deferred Franchise Fees & Dev Deposits, Less Current Portion	11,603,414
Operating Lease Liabilities, less Current Portion	4,727,425
Finance Lease Liabilities, less Current Portion	4,637
Total Long-Term Liabilities	16,335,476
Equity	

Retained Earnings	30,445,619
Current Year Retained Earnings	(1,012,006)
Total Equity	29,433,613
Total Liabilities and Equity	83,927,915

(0)

Scooter's Coffee, LLC
Statement of Operations and Member's Equity
As of June 30, 2026

Revenue	
Franchise Fee Revenue	3,124,447
Royalty Revenue	22,780,179
Marketing Revenue	8,772,045
Other Revenue	490,379
Total Revenue	**35,167,050**
Selling, General & Administrative	
Advertising & Marketing	17,170,110
Payroll & Fringe	12,159,078
Other Operating Expenses	10,496,096
Parent Admin Fee	(9,760,098)
Total Selling, General & Administrative	**30,065,186**
EBITDA	**5,101,864**
Other Income and Expense	
Amortization & Depreciation	4,023,268
Interest Expense	2,288,611
Interest Income	(198,009)
Total Other Income and Expense	**6,113,870**
Net Income	**(1,012,006)**
Member's Equity, beginning of the year	30,445,620
Member's Equity, end of June 30, 2026	**29,433,614**

Scooter's Coffee, LLC
Statement of Cash Flows
As of June 30, 2026

Net Income (Loss)	$	(1,012,006)
Depreciation & Amortization		4,023,268
(Increase) Decrease in operating assets:		
Receivables, net		687,831
Prepaid expenses		(5,187,099)
Right of Use Assets		(4,591,640)
Increase (Decrease) in operating liabilities:		
Trade AP		(552,014)
Gift card liability		(3,702,776)
Franchise marketing deposits		(628,097)
Deferred revenue and franchise deposits		(2,415,204)
Other deposits		(275,000)
Accrued Expenses		13,416,716
Lease Liabilities		4,962,118
Net cash provided by operating activities		4,726,097
Purchase of property and equipment, net of dispositions		(1,329,013)
Repayment of Notes Receivable		267,109
Decrease (increase) in due from affiliates		(14,025,495)
Net cash used in investing activities		(15,087,399)
Repayment of lease obligation		(18,468)
Transfer of property and equipment from parent		4,947,959
Net cash used in financing activities		4,929,491
NET DECREASE IN CASH AND CASH EQUIVALENTS		(5,431,811)
CASH AND CASH EQUIVALENTS - BEGINNING OF YEAR		6,939,148
CASH AND CASH EQUIVALENTS - AS OF JUNE 30, 2026	$	1,507,337

EXHIBIT G
(TO FRANCHISE DISCLOSURE DOCUMENT)

State Addenda to FDD

CALIFORNIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

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.

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 THE EXECUTION BY THE PROSPECTIVE FRANCHISEE OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST 14 DAYS PRIOR TO THE RECEIPT OF ANY CONSIDERATION, WHICHEVER OCCURS FIRST.

OUR WEBSITE HAS NOT BEEN REVIEWED OR APPROVED BY THE CALIFORNIA DEPARTMENT OF BUSINESS OVERSIGHT AND COMPLAINTS CONCERNING THE CONTENTS OF THIS WEBSITE MAY BE DIRECTED TO THE CALIFORNIA DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION AT WWW.DFPI.CA.GOV.

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.

Item 3, Additional Disclosure:

Neither we nor any person described in Item 2 of the 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 such association or exchange.

Item 6, Additional Disclosure:

The highest interest rate allowed by law in California is 10% annually.

Item 17, Additional Disclosures:

The franchise agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).

The franchise agreement requires application of the laws of Nebraska. This provision may not be enforceable under California law.

The franchise agreement contains a liquidated damages clause. Under California Civil Code § 1671, certain liquidated damages clauses are unenforceable.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination, transfer or non-renewal of a franchise. If the franchise agreement contains a provision that is inconsistent with the law, the law will control.

The franchise agreement provides for termination upon bankruptcy. This provision may not be enforceable under federal bankruptcy law (11 U.S.C.A. §101 et seq.)

The franchise agreement requires binding arbitration. The arbitration will occur in Omaha, Nebraska, with the cost being borne by the parties as determined by the arbitrator. Prospective franchisees are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The franchise agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

Exhibit I, Additional Disclosure:

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.

CALIFORNIA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

The Franchise Agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order thereunder is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).

The Franchise Agreement requires application of the laws of Nebraska. This provision may not be enforceable under California law.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code §1671, certain liquidated damages clauses are unenforceable.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. The Federal Bankruptcy Code also provides rights to franchisee concerning termination of the Franchise Agreement upon certain bankruptcy-related events. If the Franchise Agreement is inconsistent with the law, the law will control.

The Franchise Agreement requires binding arbitration. The arbitration will occur in Omaha, Nebraska, with the cost being borne by the parties as determined by the arbitrator. Prospective franchisees are encouraged to consult with private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil Procedure Section 1281, and the Federal Arbitration Act) to any provisions of a franchise agreement restricting venue to a forum outside the State of California.

The Franchise Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

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.

2. Section 23.11 of the Franchise Agreement is deleted.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given to them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **SCOOTER'S COFFEE FRANCHISOR, LLC**	**FRANCHISEE:** _____
By: _____ Its: _____ Date: _____	By: _____ Its: _____ Date: _____

CALIFORNIA ADDENDUM TO MULTIPLE STORE DEVELOPMENT AGREEMENT

To the extent the California Franchise Investment Law, Cal. Corp. Code §§ 31000-31516 or the California Franchise Relations Act, Cal. Bus. & Prof. Code §§20000-20043 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Multiple Store Development Agreement (the "Development Agreement"), to the extent that the Development Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

The Development Agreement requires franchisee to execute a general release of claims upon renewal or transfer of the franchise agreement. California Corporations Code Section 31512 provides that any condition, stipulation or provision purporting to bind any person acquiring any franchise to waive compliance with any provision of that law or any rule or order there under is void. Section 31512 voids a waiver of your rights under the Franchise Investment Law (California Corporations Code Section 20010 voids a waiver of your rights under the Franchise Relations Act (Business and Professions Code Sections 20000-20043).

The Development Agreement requires application of the laws of Nebraska. This provision may not be enforceable under California law.

California Business and Professions Code Sections 20000 through 20043 provide rights to the franchisee concerning termination or non-renewal of a franchise. The Federal Bankruptcy Code also provides rights to franchisee concerning termination of the Development Agreement upon certain bankruptcy-related events. If the Development Agreement is inconsistent with the law, the law will control.

The Development Agreement contains a covenant not to compete which extends beyond the termination of the franchise. This provision may not be enforceable under California law.

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.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

3. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Development Agreement. In the event of any conflict between this Addendum and the Development Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **SCOOTER'S COFFEE FRANCHISOR, LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

HAWAII ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Hawaii Franchise Investment Law, Hawaii Rev. Stat. §§482E-1 – 482E-12 applies, the terms of this Addendum apply.

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 COMMERCE AND CONSUMER AFFAIRS OR A FINDING BY THE DIRECTOR OF COMMERCE AND CONSUMER AFFAIRS 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, 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, 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 THE FRANCHISOR AND FRANCHISEE.

Exhibit I, Additional Disclosure:

> 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.

ILLINOIS ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

Item 13, Additional Disclosures. The following statements are added to Item 13:

Our predecessors have used the Marks since at least as early as March 23, 1998, and the Marks have several incontestable federal trademark registrations as early as 2007. Ownership and control of the Marks were transferred to us in June 2026. We are aware of a frozen custard business, Scooter's Frozen Custard ("SFC"), that has offered frozen custard, smoothies and frozen treats under the marks SCOOTER'S and SCOOTER'S FROZEN CUSTARD at its single store located at 1658 W. Belmont Ave., Chicago, IL 60657, since 2003. SFC has claimed that it has certain common law trademark rights to name "SCOOTER'S" in the greater Chicago, Illinois area.

Although we dispute that claim, if you decide to acquire a Scooter's Coffee® franchise in Illinois, Scooter's Coffee will amend the Franchise Agreement to indemnify you against any claims that your proper use of the Marks violates or infringes on SFC's rights respecting its marks.

Illinois law governs the Franchise Agreement(s).

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that 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.

Your rights upon termination and non-renewal of a franchise agreement are set forth in sections 19 and 20 of the Illinois Franchise Disclosure Act.

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.

ILLINOIS ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

Illinois law governs the Franchise Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that 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.

Your rights upon termination and non-renewal of a franchise agreement are set forth in section 19 and 20 of the Illinois Franchise Disclosure Act.

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.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **SCOOTER'S COFFEE FRANCHISOR, LLC**	**FRANCHISEE:** _____
By: _____ Its: _____ Date: _____	By: _____ Its: _____ Date: _____

ILLINOIS ADDENDUM TO MULTIPLE STORE DEVELOPMENT AGREEMENT

To the extent the Illinois Franchise Disclosure Act, Ill. Comp. Stat. §§705/1 – 705/44 applies, the terms of this Addendum apply.

Illinois law governs the Development Agreement.

Section 4 of the Illinois Franchise Disclosure Act provides that any provision in a franchise agreement that designates jurisdiction or venue outside the State of Illinois is void. However, a franchise agreement may provide for arbitration outside of Illinois.

Section 41 of the Illinois Franchise Disclosure Act provides that 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.

Your rights upon termination and non-renewal of a franchise agreement are set forth in section 19 and 20 of the Illinois Franchise Disclosure Act.

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.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **SCOOTER'S COFFEE FRANCHISOR, LLC**	**FRANCHISEE:** _____
By: _____ Its: _____ Date: _____	By: _____ Its: _____ Date: _____

MARYLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

Item 5, Additional Disclosures:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by a franchisee to the franchisor or an affiliate shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement. In addition, all Development Fees and initial payments by area developers to the franchisor or an affiliate shall be deferred until the first franchise under the Multiple Store Development Agreement opens.

Item 17, Additional Disclosures:

Our termination of the Franchise Agreement because of your bankruptcy may not be enforceable under applicable federal law (11 U.S.C.A. 101 et seq.).

You may bring a lawsuit in Maryland for claims arising under the Maryland Franchise Registration and Disclosure Law.

Any private civil action claims arising under the Maryland Franchise Registration and Disclosure Law must be brought by the earlier of: (i) four years after the franchise is granted or (ii) two years after the date the franchise opened to the public.

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

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.

MARYLAND ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Maryland Franchise Registration and Disclosure Law, Md. Code Bus. Reg. §§14-201 – 14-233 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by a franchisee to the franchisor or an affiliate shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement. In addition, all Development Fees and initial payments by area developers to the franchisor or its affiliates shall be deferred until the first franchise under the Multiple Store Development Agreement opens.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

This franchise agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

Nothing in the Franchise Agreement operates to reduce the statute of limitations afforded to a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Any private civil action claims arising under the Maryland Franchise Registration and Disclosure Law must be brought by the earlier of: (i) four years after the franchise is granted or (ii) two years after the date the franchise opened to the public.

The Federal Bankruptcy laws may not allow the enforcement of the provisions for termination upon bankruptcy of the franchisee.

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.

Section 23.11 of the Franchise Agreement is deleted.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **SCOOTER'S COFFEE FRANCHISOR, LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

MARYLAND ADDENDUM TO MULTIPLE STORE DEVELOPMENT AGREEMENT

1. Notwithstanding anything to the contrary contained in the Multiple Store Development Agreement (the "Development Agreement"), to the extent that the Development Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by a franchisee to the franchisor or an affiliate shall be deferred until the franchisor completes its pre-opening obligations under the Franchise Agreement. In addition, all Development Fees and initial payments by area developers to the franchisor or its affiliates shall be deferred until the first franchise under the Multiple Store Development Agreement opens.

All representations requiring prospective franchisees to assent to a release, estoppel or waiver of liability are not intended to nor shall they act as a release, estoppel or waiver of any liability incurred under the Maryland Franchise Registration and Disclosure Law.

The general release required as a condition of renewal, sale and/or assignment/transfer shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

This Development Agreement provides that disputes are resolved through arbitration. A Maryland franchise regulation states that it is an unfair or deceptive practice to require a franchisee to waive its right to file a lawsuit in Maryland claiming a violation of the Maryland Franchise Law. In light of the Federal Arbitration Act, there is some dispute as to whether this forum selection requirement is legally enforceable.

Nothing in the Development Agreement operates to reduce the statute of limitations afforded to a franchisee for bringing a claim arising under the Maryland Franchise Registration and Disclosure Law. Any private civil action claims arising under the Maryland Franchise Registration and Disclosure Law must be brought by the earlier of: (i) four years after the franchise is granted or (ii) two years after the date the franchise opened to the public.

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.

The undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **SCOOTER'S COFFEE FRANCHISOR, LLC**	**FRANCHISEE:** _____
By: _____ Its: _____ Date: _____	By: _____ Its: _____ Date: _____

MINNESOTA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

THIS FRANCHISE HAS 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.

State Cover Page and Item 17, Additional Disclosures:

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J prohibit the franchisor from requiring litigation to be conducted outside of Minnesota, requiring waiver of a jury trial or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Disclosure Document shall abrogate or reduce any of franchisee's rights as provided for in Minn. Stat. Sec. 80C, or franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

Item 13, Additional Disclosures:

The Minnesota Department of Commerce requires that a franchisor indemnify Minnesota Franchisees against liability to third parties resulting from claims by third parties that the franchisee's use of the franchisor's trademark infringes upon the trademark rights of the third party. The franchisor does not indemnify against the consequences of a franchisee's use of a franchisor's trademark except in accordance with the requirements of the franchise agreement, and as the condition to an indemnification, the franchisee must provide notice to the franchisor of any such claim immediately and tender the defense of the claim to the franchisor. If the franchisor accepts tender of defense, the franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Item 17, Additional Disclosures:

Any condition, stipulation or provision, including any choice of law provision, purporting to bind any person who, at the time of acquiring a franchise is a resident of the State of Minnesota or in the case of a partnership or corporation, organized or incorporated under the laws of the State of Minnesota, or purporting to bind a person acquiring any franchise to be operated in the State of Minnesota to waive compliance or which has the effect of waiving compliance with any provision of the Minnesota Franchise Law is void.

We will comply with Minn. Stat. Sec. 80C.14, subds. 3, 4 and 5, which requires, except in certain specified cases, that a franchisee be given 90 days notice of termination (with 60 days to cure), 180 days notice for nonrenewal of the Franchise Agreement, and that consent to the transfer of the franchise will not be unreasonably withheld.

Minnesota Rule 2860.4400D prohibits a franchisor from requiring a franchisee to assent to a general release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01-80C.22.

The limitations of claims section must comply with Minn. Stat. Sec. 80C.17, subd. 5.

Exhibit I, Additional Disclosure:

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 ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

1. **THIS FRANCHISE HAS 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.

2. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 4 which requires that except for certain specified cases, that franchisee be given 180 days' notice for non-renewal of this Franchise Agreement.

The Minnesota Department of Commerce requires that franchisor indemnify franchisees whose franchise is located in Minnesota against liability to third parties resulting from claims by third parties that the franchisee's use of franchisor's trademarks ("Marks") infringe upon the trademark rights of the third party. Franchisor does not indemnify against the consequences of a franchisee's use of franchisor's trademark but franchisor shall indemnify franchisee for claims against franchisee solely as it relates to franchisee's use of the Marks in accordance with the requirements of the Franchise Agreement and franchisor's standards. As a further condition to indemnification, the franchisee must provide notice to franchisor of any such claim immediately and tender the defense of the claim to franchisor. If franchisor accepts tender of defense, franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01-80C.22.

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 3 which requires that except for certain specified cases, a franchisee be given 90 days' notice of termination (with 60 days to cure).

Termination of the franchise by the franchisor shall be effective immediately upon receipt by franchisee of the notice of termination where its grounds for termination or cancellation are: (1) voluntary abandonment of the franchise relationship by the franchisee; (2) the conviction of the franchisee of an offense directly related to the business conducted according to the Franchise Agreement; or (3) failure of the franchisee to cure a default under the Franchise Agreement which materially impairs the goodwill associated with the franchisor's trade name, trademark, service mark, logo type or other commercial symbol after the franchisee has received written notice to cure of at least twenty-four (24) hours in advance thereof.

According to Minn. Stat. Sec. 80C.21 in Minnesota Rules or 2860.4400J, the terms of the Franchise Agreement shall not in any way abrogate or reduce your rights as provided for in Minn. Stat. 1984, Chapter 80C, including the right to submit certain matters to the jurisdiction of the courts of Minnesota. In addition, nothing in this Franchise Agreement shall abrogate or reduce any of franchisee's rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedy provided for by the laws of the State of Minnesota.

Any claims franchisee may have against the franchisor that have arisen under the Minnesota Franchise Laws shall be governed by the Minnesota Franchise Law.

According to Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400J the terms of the Franchise Agreement shall not require litigation to be conducted outside of Minnesota, require waiver of a jury trial or require the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the agreement shall abrogate or reduce any of franchisee's rights as provided for in Minn. Stat. Sec. 80C, or franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

Franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. A court will determine if a bond is required.

Franchisee consents to the franchisor seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

The Franchise Agreement contains a liquidated damages provision. This provision may not be enforceable under Minnesota law.

Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

4. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **SCOOTER'S COFFEE FRANCHISOR, LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

MINNESOTA ADDENDUM TO MULTIPLE STORE DEVELOPMENT AGREEMENT

To the extent the Minnesota Franchise Act, Minn. Stat. §§80C.01 – 80C.22 applies, the terms of this Addendum apply.

1. **THIS FRANCHISE HAS 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.

2. Notwithstanding anything to the contrary contained in the Multiple Store Development Agreement (the "Development Agreement"), to the extent that the Development Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 4 which requires that except for certain specified cases, that franchisee be given 180 days' notice for non-renewal of this Development Agreement.

The Minnesota Department of Commerce requires that franchisor indemnify franchisees whose franchise is located in Minnesota against liability to third parties resulting from claims by third parties that the franchisee's use of franchisor's trademarks ("Marks") infringe upon the trademark rights of the third party. Franchisor does not indemnify against the consequences of a franchisee's use of franchisor's trademark but franchisor shall indemnify franchisee for claims against franchisee solely as it relates to franchisee's use of the Marks in accordance with the requirements of the Development Agreement and franchisor's standards. As a further condition to indemnification, the franchisee must provide notice to franchisor of any such claim immediately and tender the defense of the claim to franchisor. If franchisor accepts tender of defense, franchisor has the right to manage the defense of the claim, including the right to compromise, settle or otherwise resolve the claim, or to determine whether to appeal a final determination of the claim.

Franchisee will not be required to assent to a release, assignment, novation, or waiver that would relieve any person from liability imposed by Minnesota Statute §§80C.01-80C.22.

With respect to franchises governed by Minnesota Franchise Law, franchisor shall comply with Minn. Stat. Sec. 80C.14, subd. 3 which requires that except for certain specified cases, a franchisee be given 90 days' notice of termination (with 60 days to cure).

Termination of the franchise by the franchisor shall be effective immediately upon receipt by franchisee of the notice of termination where its grounds for termination or cancellation are: (1) voluntary abandonment of the franchise relationship by the franchisee; (2) the conviction of the franchisee of an offense directly related to the business conducted according to the Development Agreement; or (3) failure of the franchisee to cure a default under the Development Agreement which materially impairs the goodwill associated with the franchisor's trade name, trademark, service mark, logo type or other commercial symbol after the franchisee has received written notice to cure of at least twenty-four (24) hours in advance thereof.

According to Minn. Stat. Sec 80C.21 in Minnesota Rules or 2860.4400J, the terms of the Development Agreement shall not in any way abrogate or reduce your rights as provided for in Minn. Stat. 1984, Chapter 80C, including the right to submit certain matters to the jurisdiction of the courts of Minnesota. In addition, nothing in this Development Agreement shall abrogate or reduce any of franchisee's rights as provided for in Minn. Stat. Sec. 80C, or your rights to any procedure, forum or remedy provided for by the laws of the State of Minnesota.

Any claims franchisee may have against the franchisor that have arisen under the Minnesota Franchise Laws shall be governed by the Minnesota Franchise Law.

Franchisee consents to the franchisor seeking injunctive relief without the necessity of showing actual or threatened harm. A court shall determine if a bond or other security is required.

Any action pursuant to Minnesota Statutes, Section 80C.17, Subd. 5 must be commenced no more than 3 years after the cause of action accrues.

3. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

4. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Development Agreement. In the event of any conflict between this Addendum and the Development Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **SCOOTER'S COFFEE FRANCHISOR, LLC**	**FRANCHISEE:** _____
By: _____ Its: _____ Date: _____	By: _____ Its: _____ Date: _____

NEW YORK ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the New York General Business Law, Article 33, §§680-695 applies, the terms of this Addendum apply.

Cover Page, Additional Disclosure.

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR SOURCES OF 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 THE FRANCHISE DISCLOSURE DOCUMENT IS UNTRUE, CONTACT THE FEDERAL TRADE COMMISSION AND NEW YORK STATE DEPARTMENT OF LAW, BUREAU OF INVESTOR PROTECTION AND SECURITIES, 28 LIBERTY STREET, 21ST FLOOR, NEW YORK, NEW YORK 10005. 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.

The second paragraph of the Cover Page to the Franchise Disclosure Document is hereby deleted in its entirety and replaced with the following:

> "The total investment necessary to begin operation of a SCOOTER'S COFFEE Kiosk Store franchise is from $1,163,650 to $1,345,750, and the total investment necessary to begin operation of a SCOOTER'S COFFEE End Cap Store franchise is from $658,898 to $1,068,525. This includes $220,000 to $286,000 for a Kiosk Store and $274,300 to $285,550 for an End Cap Store that must be paid to the franchisor or an affiliate."

Item 3, Additional Disclosure. The last sentence in Item 3 is deleted and replaced with the following:

> Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has any administrative, criminal, or a material civil or arbitration action pending against him alleging a violation of any franchise law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegations.
>
> Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, has been convicted of a felony or pleaded nolo contendere to any other felony charge or, during the ten-year period immediately preceding the application for registration, been convicted of a misdemeanor or pleaded nolo contendere to any misdemeanor charge or been found liable in an arbitration proceeding or a civil action by final judgment, or been the subject of any other material complaint or legal or arbitration proceeding if such misdemeanor conviction or charge, civil action, complaint, or other such proceeding involved in a violation of any franchise law, securities law, fraud, embezzlement, fraudulent conversion, restraint of trade, unfair or deceptive practices, misappropriation of property, or comparable allegation.
>
> Neither we, nor any of our predecessors, nor any person identified in Item 2 above, nor any affiliate offering franchises under our trademark, is subject to any currently effective injunctive or restrictive order or decree relating to franchises, or under any federal, state, or Canadian franchise, securities, antitrust, trade regulation, or trade practice law as a result of 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.

Item 4, Additional Disclosure. Item 4 is deleted and replaced with the following:

Neither we nor any of our predecessors, affiliates, or officers, during the 10-year period immediately before the date of the Disclosure Document: (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 one year after the officer or general partner of the franchisor held this position in the company or partnership.

Item 5, Additional Disclosures.

The initial franchise fee constitutes part of our general operating funds and will be used as such in our discretion.

Item 17, Additional Disclosures.

The following is added to the Summary sections of Item 17(c) and 17(m): 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 Section 687.4 and 687.5 be satisfied.

The Summary section of Item 17(d) is deleted and replaced with the following language: You may terminate the agreement on any grounds available by law.

The following is added to the Summary section of Item 17(j): 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.

The following is added to the Summary sections of Items 17(v) and 17(w): 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.

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.

NEW YORK ADDENDUM TO FRANCHISE AGREEMENT

To the extent the New York General Business Law, Article 33, §§680 – 695 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any provision in the Franchise Agreement that is inconsistent with the New York General Business Law, Article 33, Section 680 – 695 may not be enforceable.

Any provision in the Franchise Agreement requiring franchisee to sign a general release of claims against franchisor does not release any claim franchisee may have under New York General Business Law, Article 33, Sections 680-695.

The New York Franchise Law shall govern any claim arising under that law.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **SCOOTER'S COFFEE FRANCHISOR, LLC**	**FRANCHISEE:** _____
By: _____ Its: _____ Date: _____	By: _____ Its: _____ Date: _____

NEW YORK ADDENDUM TO MULTIPLE STORE DEVELOPMENT AGREEMENT

To the extent the New York General Business Law, Article 33, §§680 – 695 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Multiple Store Development Agreement (the "Development Agreement"), to the extent that the Development Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

Any provision in the Development Agreement that is inconsistent with the New York General Business Law, Article 33, Section 680 – 695 may not be enforceable.

Any provision in the Development Agreement requiring franchisee to sign a general release of claims against franchisor does not release any claim franchisee may have under New York General Business Law, Article 33, Sections 680-695.

The New York Franchise Law shall govern any claim arising under that law.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

3. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Development Agreement. In the event of any conflict between this Addendum and the Development Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **SCOOTER'S COFFEE FRANCHISOR, LLC**	**FRANCHISEE:** _____
By: _____ Its: _____ Date: _____	By: _____ Its: _____ Date: _____

RHODE ISLAND ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law. ch. 395 §§19-28.1-1 – 19-28.1-34 applies, the terms of this Addendum apply.

Item 17, Additional Disclosure. The following statement is added to Item 17:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

RHODE ISLAND ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1 – 19-28.1-34 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **SCOOTER'S COFFEE FRANCHISOR, LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

RHODE ISLAND ADDENDUM TO MULTIPLE STORE DEVELOPMENT AGREEMENT

To the extent the Rhode Island Franchise Investment Act, R.I. Gen. Law ch. 395 §§19-28.1-1 – 19-28.1-34 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Multiple Store Development Agreement (the "Development Agreement"), to the extent that the Development Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> Section 19-28.1-14 of the Rhode Island Franchise Investment Act provides that: "A provision in a franchise agreement restricting jurisdiction or venue to a forum outside this state or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under this Act."

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

3. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Development Agreement. In the event of any conflict between this Addendum and the Development Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **SCOOTER'S COFFEE FRANCHISOR, LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

VIRGINIA ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

Any provision in any of the contracts that you sign with us which provides for termination of the franchise upon the bankruptcy of the franchisee may not be enforceable under federal bankruptcy law (11 U.S.C. 101 et seq.).

"According to Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to cancel a franchise without reasonable cause. If any grounds for default or termination stated in the franchise agreement does not constitute "reasonable cause," as that term may be defined in the Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

Pursuant to subsection D of § 13.1-559 of the Virginia Retail Franchising Act, all franchise contracts or agreements offered or entered, for a franchise to be located in the Commonwealth of Virginia, shall be governed by the laws of the Commonwealth of Virginia.

Pursuant to subdivision A 4 of § 13.1-563 of the Virginia Retail Franchising Act, it is unlawful to offer or enter into a franchise agreement for a franchise to be located in the Commonwealth of Virginia that restricts the right of a franchisee to engage in the business of offering, selling, or distributing goods or services at retail after termination or expiration of the franchise agreement. However, under subsection B of § 13.1-563 of the Virginia Retail Franchising Act, if a franchisee sells a franchise at a mutually agreed upon price to a third party or back to the franchisor, such sale may include a term restricting the right of such franchisee to engage in the business of offering, selling, or distributing goods or services at retail for a period of no more than two years.

Exhibit I, Additional Disclosure:

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.

VIRGINIA ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

"According to Section 13.1-564 of the Virginia Retail Franchising 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 Virginia Retail Franchising Act or the laws of Virginia, that provision may not be enforceable."

"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."

"(a) the Franchise Agreement shall be governed by the laws of the Commonwealth of Virginia; and (b) the post term non-competition provision in Section 20.2 "Post-Termination Covenant Not to Compete" of the Franchise Agreement shall only apply if franchisee sells its franchise at a mutually agreed upon price to a third party or back to the franchisor."

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **SCOOTER'S COFFEE FRANCHISOR, LLC**	**FRANCHISEE:** _____
By: _____ Its: _____ Date: _____	By: _____ Its: _____ Date: _____

VIRGINIA ADDENDUM TO MULTIPLE STORE DEVELOPMENT AGREEMENT

To the extent the Virginia Retail Franchising Act, Va. Code §§13.1-557 – 13.1-574 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Multiple Store Development Agreement (the "Development Agreement"), to the extent that the Development Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

> "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."
>
> "The Development Agreement shall be governed by the laws of the Commonwealth of Virginia."

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

3. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Development Agreement. In the event of any conflict between this Addendum and the Development Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **SCOOTER'S COFFEE FRANCHISOR, LLC**	**FRANCHISEE:** _____
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

WASHINGTON ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Franchise Disclosure Document, franchise agreement, and all related agreements regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. 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.

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(a). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. Nonsolicitation Agreements. 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.

16. Questionnaires and Acknowledgments. 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.

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. Advisory Regarding Franchise Brokers. Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. Referral Incentive Disclosure. Franchisees who receive financial incentives to refer franchise prospects to franchisors may be required to register as franchise brokers under the laws of Washington.

20. Initial Store Development. Item 7, Note 2 to the MSD Agreement table is modified as follows:

Note 2: Initial Store Development. Your initial investment for your first Store will be based on the estimated investments disclosed in this Item 7. Your initial investment will depend on whether your first Store is a Kiosk Store or an End Cap Store. The low end of this range is determined based on Item 7 values for an End Cap Store, while the high end of this range is based on Item 7 values for a Kiosk Store.

21. Financial Performance. Note 2 of Item 19 is deleted in its entirety.

22. Financial Assurance. In lieu of an escrow or impound of franchise fees, the franchisor will defer collection of the initial franchise fee until the franchisor has fulfilled all of its initial pre-opening obligations to the franchisee and the franchisee is open for business.

WASHINGTON ADDENDUM TO THE FRANCHISE AGREEMENT AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the franchise agreement regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. 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.

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(a). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. Nonsolicitation Agreements. 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.

16. Questionnaires and Acknowledgments. 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.

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. **Acknowledgments.** Section 23.11 of the Franchise Agreement is deleted.

20. **Financial Assurance.** In lieu of an escrow or impound of franchise fees, the franchisor will defer collection of the initial franchise fee until the franchisor has fulfilled all of its initial pre-opening obligations to the franchisee and the franchisee is open for business.

21. **Limitation on Liquidated Damages.** Notwithstanding Section 18.5 of the Franchise Agreement, the franchisor's right to recover lost future Royalties and Marketing Contributions upon termination of the Franchise Agreement shall be limited to the period ending on the earlier of (i) 24 months following the date of termination or (ii) the scheduled expiration of the term of the Franchise Agreement.

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20 _____.

FRANCHISOR: **SCOOTER'S COFFEE FRANCHISOR, LLC**	**FRANCHISEE:** _____
By: _____ Its: _____ Date: _____	By: _____ Its: _____ Date: _____

WASHINGTON ADDENDUM TO THE MULTIPLE STORE DEVELOPMENT AGREEMENT AND ALL RELATED AGREEMENTS

The provisions of this Addendum form an integral part of, are incorporated into, and modify the Multiple Store Development Agreement regardless of anything to the contrary contained therein. This Addendum applies if: (a) the offer to sell a franchise is accepted in Washington; (b) the purchaser of the franchise is a resident of Washington; and/or (c) the franchised business that is the subject of the sale is to be located or operated, wholly or partly, in Washington.

1. Conflict of Laws. In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, chapter 19.100 RCW will prevail.

2. Franchisee Bill of Rights. RCW 19.100.180 may supersede provisions in the franchise agreement or related agreements concerning your relationship with the franchisor including in the areas of termination and renewal of your franchise. There may also be court decisions that supersede the franchise agreement or related agreements concerning your relationship with the franchisor. Franchise agreement provisions, including those summarized in Item 17 of the Franchise Disclosure Document, are subject to state law.

3. Site of Arbitration, Mediation, and/or Litigation. 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.

4. General Release. A release or waiver of rights in the franchise agreement or related agreements purporting to bind the franchisee to waive compliance with any provision under the Washington Franchise Investment Protection Act or any rules or orders thereunder is void except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(a). In addition, any such release or waiver executed in connection with a renewal or transfer of a franchise is likewise void except as provided for in RCW 19.100.220(2).

5. Statute of Limitations and Waiver of Jury Trial. Provisions contained in the franchise agreement or related agreements that unreasonably restrict or limit the statute of limitations period for claims under the Washington Franchise Investment Protection Act, or rights or remedies under the Act such as a right to a jury trial, may not be enforceable.

6. Transfer Fees. Transfer fees are collectable only to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

7. Termination by Franchisee. The franchisee may terminate the franchise agreement under any grounds permitted under state law.

8. Certain Buy-Back Provisions. Provisions in franchise agreements or related agreements that permit the franchisor to repurchase the franchisee's business for any reason during the term of the franchise agreement without the franchisee's consent are unlawful pursuant to RCW 19.100.180(2)(j), unless the franchise is terminated for good cause.

9. Fair and Reasonable Pricing. Any provision in the franchise agreement or related agreements that requires the franchisee to purchase or rent any product or service for more than a fair and reasonable price is unlawful under RCW 19.100.180(2)(d).

10. Waiver of Exemplary & Punitive Damages. RCW 19.100.190 permits franchisees to seek treble damages under certain circumstances. Accordingly, provisions contained in the franchise agreement or elsewhere requiring franchisees to waive exemplary, punitive, or similar damages are void, except when executed pursuant to a negotiated settlement after the agreement is in effect and where the parties are represented by independent counsel, in accordance with RCW 19.100.220(2).

11. Franchisor's Business Judgement. Provisions in the franchise agreement or related agreements stating that the franchisor may exercise its discretion on the basis of its reasonable business judgment may be limited or superseded by RCW 19.100.180(1), which requires the parties to deal with each other in good faith.

12. Indemnification. Any provision in the franchise agreement or related agreements requiring the franchisee to indemnify, reimburse, defend, or hold harmless the franchisor or other parties is hereby modified such that the franchisee has no obligation to indemnify, reimburse, defend, or hold harmless the franchisor or any other indemnified party for losses or liabilities to the extent that they are caused by the indemnified party's negligence, willful misconduct, strict liability, or fraud.

13. Attorneys' Fees. If the franchise agreement or related agreements require a franchisee to reimburse the franchisor for court costs or expenses, including attorneys' fees, such provision applies only if the franchisor is the prevailing party in any judicial or arbitration proceeding.

14. Noncompetition 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 provision contained in the franchise agreement or elsewhere that conflicts with these limitations is void and unenforceable in Washington.

15. Nonsolicitation Agreements. 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.

16. Questionnaires and Acknowledgments. 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.

17. Prohibitions on Communicating with Regulators. Any provision in the franchise agreement or related agreements that prohibits the franchisee from communicating with or complaining to regulators is inconsistent with the express instructions in the Franchise Disclosure Document and is unlawful under RCW 19.100.180(2)(h).

18. **Advisory Regarding Franchise Brokers.** Under the Washington Franchise Investment Protection Act, a "franchise broker" is defined as a person that engages in the business of the offer or sale of franchises. A franchise broker represents the franchisor and is paid a fee for referring prospects to the franchisor and/or selling the franchise. If a franchisee is working with a franchise broker, franchisees are advised to carefully evaluate any information provided by the franchise broker about a franchise.

19. **Financial Assurance.** In lieu of an escrow or impound of franchise fees, the franchisor will defer collection of the initial franchise fee until the franchisor has fulfilled all of its initial pre-opening obligations to the franchisee and the franchisee is open for business. With respect to the Multiple Store Development Agreement, the development fee will be prorated and a portion of the development fee will be collected after each store opens

The undersigned does hereby acknowledge receipt of this addendum.

Dated this _____ day of _____ 20 _____.

FRANCHISOR:	**FRANCHISEE:**
SCOOTER'S COFFEE FRANCHISOR, LLC	_____
By: _____	By: _____
Its: _____	Its: _____
Date: _____	Date: _____

WISCONSIN ADDENDUM TO FRANCHISE DISCLOSURE DOCUMENT

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§135.01 – 135.07 applies, the terms of this Addendum apply.

Item 17, Additional Disclosures:

For all franchisees residing in the State of Wisconsin, we will provide you at least 90 days' prior written notice of termination, cancellation or substantial change in competitive circumstances. The notice will state all the reasons for termination, cancellation or substantial change in competitive circumstances and will provide that you have 60 days in which to cure any claimed deficiency. If this deficiency is cured within 60 days, the notice will be void. If the reason for termination, cancellation or substantial change in competitive circumstances is nonpayment of sums due under the franchise, you will have 10 days to cure the deficiency.

For Wisconsin franchisees, Ch. 135, Stats., the Wisconsin Fair Dealership Law, supersedes any provisions of the Franchise Agreement or a related contract which is inconsistent with the Law.

WISCONSIN ADDENDUM TO FRANCHISE AGREEMENT

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§135.01 – 135.07 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Franchise Agreement, to the extent that the Franchise Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

To the extent any of the provisions regarding notice of termination or change in dealership are in conflict with Section 135.04 of the Wisconsin Fair Dealership Law, the Wisconsin law shall apply.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Franchise Agreement.

3. Except as expressly modified by this Addendum, the Franchise Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Franchise Agreement. In the event of any conflict between this Addendum and the Franchise Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **SCOOTER'S COFFEE FRANCHISOR, LLC**	**FRANCHISEE:** _____
By: _____ Its: _____ Date: _____	By: _____ Its: _____ Date: _____

WISCONSIN ADDENDUM TO MULTIPLE STORE DEVELOPMENT AGREEMENT

To the extent the Wisconsin Franchise Investment Law, Wis. Stat. §§553.01 – 553.78 or Wisconsin Fair Dealership Law, Wis. Stat. §§135.01 – 135.07 applies, the terms of this Addendum apply.

1. Notwithstanding anything to the contrary contained in the Multiple Store Development Agreement (the "Development Agreement"), to the extent that the Development Agreement contains provisions that are inconsistent with the following, such provisions are hereby amended:

To the extent any of the provisions regarding notice of termination or change in dealership are in conflict with Section 135.04 of the Wisconsin Fair Dealership Law, the Wisconsin law shall apply.

2. Any capitalized terms that are not defined in this Addendum shall have the meaning given them in the Development Agreement.

3. Except as expressly modified by this Addendum, the Development Agreement remains unmodified and in full force and effect.

This Addendum is being entered into in connection with the Development Agreement. In the event of any conflict between this Addendum and the Development Agreement, the terms and conditions of this Addendum shall apply.

IN WITNESS WHEREOF, the undersigned have executed this Addendum as of the date Franchisor signs below.

FRANCHISOR: **SCOOTER'S COFFEE FRANCHISOR, LLC**	**FRANCHISEE:** _____
By: _____ Its: _____ Date: _____	By: _____ Its: _____ Date: _____

EXHIBIT H
(TO FRANCHISE DISCLOSURE DOCUMENT)

General Release

General Release

(*Form only; subject to change*)

For and in consideration of the Agreements and covenants described below, Scooter's Coffee Franchisor, LLC ("Scooter's"), _____ ("Franchisee"), and _____ ("Franchisee Principals") enter into this Release of Claims ("Agreement").

RECITALS

A. Scooter's and Franchisee entered into a SCOOTER'S COFFEE Franchise Agreement dated _____, 20____.

B. [NOTE: Describe the circumstances relating to the release.]

C. Subject to and as addressed with greater specificity in the terms and conditions noted below, Scooter's, Franchisee and Franchisee Principals now desire to settle any and all disputes that may exist between them relating to the Franchise Agreement.

AGREEMENTS

1. **Consideration**. [NOTE: Describe the consideration paid.]

2-3. [NOTE: Detail other terms and conditions of the release.]

4. **Release of Claims by Franchisee.** Franchisee and Franchisee Principals (individually and as owners of Franchisee) and each of their respective heirs, successors, assigns, affiliates, shareholders, members, directors, employees, and agents, and on behalf of any other party claiming an interest through them (collectively and individually referred to as the "Releasing Parties" for purposes of Sections 3 and 4), release and forever discharge Scooter's, its predecessors, successors, assigns, and affiliates, and past and present directors, officers, shareholders, agents, employees and assigns of the foregoing (collectively and individually referred to as the "Scooter's Parties" for purposes of Sections 4 and 5) of and from any and all claims, debts, liabilities, demands, costs, expenses, actions and causes of action, whether known or unknown, vested or contingent, which Releasing Parties may now or in the future own or hold, that in any way relate to the Franchise Agreement or any other agreement between Franchisee and/or the Franchisee Principals and Scooter's or the relationship by and among the Franchisee, the Franchisee Principals and Scooter's through the Effective Date (collectively, "Claims"), for known or unknown damages or other losses including, but not limited to, any alleged violations of any deceptive or unfair trade practices laws, franchise laws, or other local, municipal, state, federal, or other laws, statutes, rules or regulations, and any alleged violations of the Franchise Agreement or any other agreement between Franchisee and/or the Franchisee Principals and Scooter's through and including the Effective Date; **provided, however**, that this release shall not apply to any claims arising under the Washington Franchise Investment Protection Act (RCW Chapter 19.100) or any rule or order adopted thereunder.

5. **Acknowledgement of Release.** The release of Claims set forth in Section 4 is intended by the Releasing Parties to be a full and unconditional general release, as that phrase is used and commonly interpreted, extending to all claims of any nature, whether or not known, expected or anticipated to exist in favor of the Releasing Parties against the Scooter's Parties. In making this voluntary express waiver, the Releasing Parties acknowledge that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein may later be discovered and that it is the Releasing Parties' intention to hereby fully and forever settle and release any and all matters, regardless of the possibility of later discovered claims or facts. The Releasing Parties acknowledge that they have had adequate opportunity to gather all information necessary to enter into this General Release, and need no further information or knowledge of any kind that would otherwise influence the decision enter into this General Release. This release is and shall be and remain a full, complete, and unconditional general release. The Releasing Parties acknowledge and agree that the foregoing waiver is an essential, integral and material term of this General Release. The Releasing Parties further acknowledge and agree that no violation of this General Release shall void the release set forth in Section 4.

6. **Reservation of Claims Against Non-Settling Parties.** Scooter's and Franchisee expressly reserve their right and claims against any non-settling persons, firms, corporations, or other entities for whatever portion or percentage their damages are found to be attributable to the wrongful conduct of said non-settling parties.

7. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relative to the subject matter contained herein, and all prior understandings, representations and agreements made by and between the parties relative to the contents contained in this Agreement are merged into this Agreement.

8. **Voluntary Nature of Agreement.** The parties acknowledge and agree that they have entered into this Agreement voluntarily and without any coercion. The parties further represent that they have had the opportunity to consult with an attorney of their own choice, that they have read the terms of this Agreement, and that they fully understand and voluntarily accept the terms.

9. **Governing Law and Jurisdiction.** This Agreement will be construed and enforced in accordance with the law of the state of Nebraska.

10. **Attorneys' Fees.** All rights and remedies under this Agreement shall be cumulative and none shall exclude any other right or remedy allowed by law. In the event of a breach of this Agreement that requires one of the parties to enforce the terms and conditions of this Agreement, the non-prevailing party shall pay the prevailing party's attorneys' fees and costs incurred by the reason of the breach.

FRANCHISOR: **SCOOTER'S COFFEE FRANCHISOR, LLC**	**FRANCHISEE:** _____
By: _____ Its: _____ Date: _____	By: _____ Its: _____ Date: _____

EXHIBIT I
(TO FRANCHISE DISCLOSURE DOCUMENT)

If you are a resident of the State of California or your franchise is located in California you are not required to sign this Acknowledgement Addendum. If any California franchisee completes this Acknowledgment Addendum, it is against California public policy and will be void and unenforceable, and we will destroy, disregard, and will not rely on such Acknowledgement Addendum.

This Acknowledgment Addendum shall not apply to residents of Maryland or if the franchise is to be operated in Maryland.

Do not sign this Acknowledgment Addendum if you are a resident of Washington or Hawaii or if the franchise is to be operated in Washington or Hawaii.

ACKNOWLEDGEMENT ADDENDUM

Applicant_____
(If corporation) State of Incorporation_____
Address of Applicant_____
Location (Territory) Applied For_____

1. I have received all appropriate disclosure documents for the State(s) of _____ _____ at least fourteen (14) calendar days, exclusive of the day I received them and the day I signed them, before signing the Franchise Agreement and/or payment of any monies.

2. I have signed and returned to Franchisor the acknowledgment of receipt for each disclosure document given me.

3. I have had an opportunity to read the Franchise Agreement thoroughly and understand all of Franchisor's covenants and obligations and my obligations as a franchisee of the SCOOTER'S COFFEE® system. I understand that the Franchise Agreement contains all obligations of the parties and that Franchisor does not grant to me under the Franchise Agreement any right of first refusal.

4. I understand that this franchise business, as in all business ventures, involves risk and despite assistance and support programs, the success of my business will depend primarily upon me and my ability.

5. Except for fill in the blank provisions or for negotiated changes that I initiated, I received a copy of the revised Franchise Agreement or related agreement at least seven (7) calendar days before the date on which the Franchise Agreement or related agreement was signed.

6. If I was referred to Franchisor by a franchise broker or referral source, the name of that franchise broker(s) or referral source(s) is _____.

7. I have had no promises, guarantees or assurances made to me and no information provided to me relative to earnings, revenues, profits, expenses or projected revenues for this franchise, except as disclosed in the disclosure document. If I believe that I have received any such promises, guarantees, assurances or information, I agree to describe it below (otherwise write "None").

_____

Applicants' Acknowledgment:

Name: _____ Name: _____
Dated: _____ Date: _____

Do not sign this Acknowledgement Addendum if you are a Maryland resident, or the franchise is to be located in Maryland.

State Effective Dates

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the state, 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	July 15, 2026 [Amendment Pending]
Hawaii	September 14, 2026 [Amendment Pending]
Illinois	July 22, 2026 [Amendment Pending]
Indiana	July 15, 2026, as amended October 5, 2026
Maryland	Pending
Michigan	July 21, 2026, as amended October 5, 2026
Minnesota	August 5, 2026 [Amendment Pending]
New York	Pending
North Dakota	July 16, 2026 [Amendment Pending]
Rhode Island	July 15, 2026 [Amendment Pending]
South Dakota	July 15, 2026, as amended October 5, 2026
Virginia	August 3, 2026 [Amendment Pending]
Washington	Pending
Wisconsin	July 15, 2026, as amended October 5, 2026

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 Scooter's Coffee 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 requires that we give you this Disclosure Document at the earlier of the first personal meeting or 10 business days before the execution of the franchise or other agreement or the 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 the payment of any consideration, whichever occurs first.

If Scooter's Coffee 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 your State's regulatory agency listed on Exhibit A.

The name, principal business address, and telephone number of each franchise seller offering the franchise are: Tim Arpin, Kevin Brandt, Dan Brown, Don Eckles, Leslie Manes, Brandon Moore, and Samantha Wilson, 11808 Miracle Hills Drive, Suite 400, Omaha, Nebraska 68154, or is listed below (with address and telephone number) or will be provided to you separately before you sign a franchise agreement:

_____.

The issuance date is: July 14, 2026, as amended October 5, 2026

The name and address of the franchisor's registered agent authorized to receive service of process are stated in Exhibit A to this disclosure document.

I received a disclosure document dated July 14, 2026, as amended October 5, 2026, that included the following Exhibits:

A. List of State Agencies/Agents for Service of Process
B. Franchise Agreement
C. Multiple Store Development Agreement
D. List of Stores and Franchisees
E. Franchisees Who Have Left the System
F. Financial Statements
G. State Addenda
H. Sample Release
I. Acknowledgement Addendum

Date Disclosure Document Received:

_____
(Do not leave blank)

_____
Signature of Prospective Franchisee

Date Receipt Signed:

_____
Print Name

_____

_____
Prospective Franchisee's State of Residency

Copy for Prospective Franchisee

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.

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G. State Addenda
H. Sample Release
I. Acknowledgement Addendum

Date Disclosure Document Received:

_____ _____
(Do not leave blank) Signature of Prospective Franchisee

Date Receipt Signed: Print Name

_____ _____
Prospective Franchisee's State of Residency

Copy for Scooter's Coffee Franchisor, LLC