FRANCHISE DISCLOSURE DOCUMENT

Bloomin Blinds Franchise Corp.
A Texas corporation
5360 Legacy Dr., Suite 155
Plano, TX 75024
214-995-1062
kelsey.stuart@bloominblinds.com
www.bloominblinds.com

BLOOMIN' BLINDS

The franchised business sells, installs and repairs window blinds, shades and shutters, under the trade name "Bloomin' Blinds".

The total investment necessary to begin operation of a Bloomin' Blinds franchise with a base territory is $105,700 to $182,100. This includes $79,500 that must be paid to the franchisor or affiliate. The total investment necessary to begin operations with a base territory that has been supplemented with 1 to 9 additional territories is $155,700 to $697,100, which includes $119,500 to $359,500 that must be paid to the franchisor or its affiliates.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, please contact Kelsey Stuart at 5360 Legacy Dr., Suite 155, Plano, TX 75024 and 214-995-1062.

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: April 27, 2023.

How to Use This Franchise Disclosure Document

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

QUESTION	WHERE TO FIND INFORMATION
How much can I earn?	Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibit G.
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 E 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 Bloomin' Blinds 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 Bloomin' Blinds franchisee?	Item 20 or Exhibit G 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 arbitration or litigation only in Texas. Out-of-state 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 Texas than in your own state.

2. **Financial Condition.** The franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the franchisor's ability to provide services and support to you.

3. **Mandatory Minimum Payments.** You must make minimum royalty or advertising fund payments, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

4. **Minimum Performance Levels.** You must maintain minimum sales performance levels. Your inability to maintain these levels may result in loss of any territorial rights you are granted, termination of your franchise, and loss of your investment.

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

(THE FOLLOWING APPLIES TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW ONLY)

The state of Michigan prohibits certain unfair provisions that are sometimes in franchise documents. If any of the following provisions are in these franchise documents, the provisions are void and cannot be enforced against you.

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

(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 protection 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 sub-franchisor.

(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.

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisee may request the franchisor to arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations, if any, of the franchisor to provide real estate, improvements, equipment, inventory, training or other items included in the franchise offering are fulfilled. At the option of the franchisor, a surety bond may be provided in place of escrow.

The fact that there is a notice of this offering on file with the attorney general does not constitute approval, recommendation, or endorsement by the attorney general.

Any questions regarding this notice should be directed to:

State of Michigan Department of Attorney General
G. Mennen Williams Building, 7th Floor
525 W. Ottawa Street
Lansing, Michigan 48909
Telephone Number: (517) 373 7117

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EXHIBITS

Item 1
THE FRANCHISOR AND ANY PARENTS, PREDECESSORS, AND AFFILIATES

In this disclosure document, "we", "us," or "our" refers to Bloomin Blinds Franchise Corp. "You" means the person to whom we grant a franchise. If you are a corporation, limited liability company, or other entity, each owner of the franchise entity must sign our Guaranty and Non-Compete Agreement, which means that all of the franchise agreement's provisions also will apply to your owners.

Us, Any Parents, and Certain Affiliates

Our name is Bloomin Blinds Franchise Corp. Our principal business address is 5360 Legacy Dr., Suite 155, Plano, TX 75024. We do not have any parent entities. We do not have any affiliates that offer franchises in any line of business or provide products or services to our franchisees.

Our Predecessors

We do not have any predecessors.

Our Business Name

We use the names "Bloomin Blinds Franchise Corp" and "Bloomin' Blinds". We do not intend to use any other names to conduct business.

Agent for Service of Process

Our agent for service of process in Texas is Kelsey Stuart, and the agent's principal business address is 5360 Legacy Dr., Suite 155, Plano, TX 75024. Our agents for service of process in other states are disclosed in Exhibit A.

Business Organization

We are a Texas corporation. We were formed on June 12, 2014.

Information About Our Business and the Franchises Offered

We do not operate businesses of the type being franchised.

We do not have any other business activities. We have not offered franchises in other lines of business.

If you sign a franchise agreement with us, you will develop and operate a business that sells, installs, and repairs window blinds, shades and shutters, under the trade name "Bloomin' Blinds".

The general market for window covering sales is highly developed while the window covering repair market is relatively new and undeveloped. Our customers are primarily residential based, with about 10% coming from light commercial businesses. Sales are not seasonal.

We are not aware of any laws or regulations specific to our industry, except that in some states you may need a contractor's license to perform the services provided by Bloomin Blinds' businesses. You alone are responsible for investigating and complying with all applicable laws and regulations, despite any information that we may give you. You should consult with a legal advisor about legal requirements that may apply to your business.

You will compete against other businesses that offer in-home consultation and estimates for window covering sales and repairs. These competitors vary from small local operations to large national chains. There are also "do-it-yourself" websites and services, although we generally do not consider these to be direct competition as they service a different segment of the population.

Prior Business Experience

We have offered franchises since 2014. None of our affiliates has offered franchises in other lines of business. None of our affiliates provides products or services to our franchisees.

Our affiliate, Bloomin Blinds Inc operated Bloomin' Blinds in Carrollton and Lewisville, Texas from 2001 until November 2017, when it sold the business to a then-current employee, the office manager. That office now operates as Bloomin Blinds of North Dallas. The affiliate has not sold any other franchises. This affiliate shares our principal place of business.

Another affiliate, Stuart Bros Blinds, LLC, has operated a Bloomin' Blinds in Pflugerville, Texas, beginning February 2021. This affiliate shares our principal place of business.

Item 2
BUSINESS EXPERIENCE

Kelsey Stuart, Chief Executive Officer

Kelsey Stuart is a co-founder of Bloomin' Blinds Franchise as well as one of the original family members responsible for the development of the Bloomin' Blinds concept that was founded in 2001. Kelsey joined Bloomin' Blinds in 2002 when it was simply a family business and more than a decade before the franchise was formed. Kelsey's key responsibilities have varied over the years and have included all aspects of in-field operations as well as office operations. Kelsey has been CEO of Bloomin' Blinds Franchise Corp since its creation in 2014.

Kris Stuart, Chief Operating Officer

Kristopher (Kris) Stuart is a co-founder of Bloomin' Blinds Franchise as well as one of the original family members responsible for the development of the Bloomin' Blinds concept that was founded in 2001. Kris joined Bloomin' Blinds in 2001 when it was simply a family business and more than a decade before the franchise was formed. In addition to being vital to the development of the original Bloomin' Blinds location, Kris served 13 years as a firefighter and retired as a Lieutenant and a paramedic. Kris' natural mind for systems and process has had a significant impact in the success of Bloomin' Blinds and his practices are among the core threads of Bloomin' Blinds today. Kris has been the COO of Bloomin' Blinds Franchise Corp since its creation in 2014.

Kevin Stuart, Chief Technical Officer.

Kevin Stuart is a co-founder of Bloomin' Blinds Franchise as well as one of the original family members responsible for the development of the Bloomin' Blinds concept that was founded in 2001. Kevin joined Bloomin' Blinds in 2004 when it was simply a family business and more than a decade before the franchise was formed. Kevin's involvement in the original Bloomin' Blinds involved all aspects of field service and evolved into a specialization in the repairing of window coverings. Today Kevin serves as our window covering technical officer and has a vast knowledge of the repair and maintenance of window coverings and placing him amongst the most knowledgeable resources in the nation. Kevin has been the CTO of Bloomin' Blinds Franchise Corp since its creation in 2014.

Jefferson Jennings Wharton, Vice President of Franchise Operations and General Manager

Jefferson had joined Bloomin' Blinds as its Vice President of Franchise Operations and General Manager during February 2022. Between March 2017 and January 2022, he was General Manager for Norman Window Fashions in Lewisville, Texas, where he was responsible for sales and operations for the central region of the U.S. Prior to that, he was the Regional Sales Director for Lawson Products, Inc., in Chicago, Illinois between January 2009 and February 2017; he was responsible for the sales and operations of company's southwest region.

Patrick Colby, Director of Customer Care

Patrick Colby joined Bloomin' Blinds as its Director of Customer Care in December 2022. Prior to that, he was Manager of Customer Experience for Waterlogic USA in Grapevine, Texas between July 2020 and December 2022; he was Distribution Specialist for Wenz Home Furniture in Green Bay, Wisconsin, between June 2019 and March 2020; and he was Operations Manager for Gnome Games in Green Bay, Wisconsin, between June 2016 and September 2019.

Martha Geddie, Director of Training

Martha Geddie joined Bloomin' Blinds as its Director of Training in July 2022. Prior to that, she was the Store Manager/Trainer for Fossil Inc. in Richardson, Texas, between September 2018 and August 2022; she was the Store Manager/Trainer for Pandora in Southlake Texas between June 2018 and September 2018; and she was the District Trainer/Area Manager for the Body Shop in Frisco, Texas, between January 2008 through June 2018.

Item 3
LITIGATION

No litigation is required to be disclosed in this Item.

Item 4
BANKRUPTCY

No bankruptcy information is required to be disclosed in this Item.

Item 5
INITIAL FEES

Franchise Fee

When you sign your franchise agreement, you must pay us $49,500 as the initial franchise fee for a geographic operating territory that includes a single territory of up to 40,000 Qualified Households (which are households that are owner-occupied and have over $60,000/year in household income), as reasonably determined by us (a "Base Territory"). If at the time of signing your franchise agreement, and subject to the market type, availability, and out our discretion, you wish to increase the size of your Base Territory, the initial franchise fee will be increased by an amount equal to (i) the number of Qualified Households in your territory that exceed 40,000 Qualified Households at the time of the signing of the franchise agreement, multiplied by (ii) $1.25

Except to the extent that we may agree to increase the size of a Base Territory as described herein, the initial franchise fee is uniform; however, we may offer discounts if you purchase multiple territories (see below), and we will also offer a $4,950 discount off of the initial Base Territory (and not to Additional Territories, as the term is defined below) to a qualified veteran.

The initial franchise fees you pay are non-refundable.

Over the past fiscal year, the range of initial franchise fees we charged were $44,500 to $49,500 for a single Base Territory, and the maximum amount of initial franchise fees paid was $153,222.50 for a Base Territory and 3 Additional Territories.

Start-Up Expenses

When you sign your franchise agreement, you must pay us a fee of $30,000 for certain start-up expenses (which is in addition to the initial franchisee). The items covered by this fee are: (1) hotel costs during your initial training (but not other travel costs); (2) initial inventory of parts, which would otherwise cost you approximately $3,500; (3) selected samples from our preferred manufacturers; (4) a laser measuring device and certain tools; (5) a tablet with cellular capabilities, along with case and bag; (6) vehicle wrap (covering costs up to $1,700 plus tax); (7) initial order of business cards; (8) a selection of embroidered clothing (5 shirts, 2 hats, and 1 soft shell jacket); and (9) a selection of promotional materials. This fee is uniform and non-refundable.

Purchase of Some Start-Up Expenses for Multiple Vehicles

If you purchase Additional Territories (as defined in the following paragraph) or chose to operate more than one vehicle, we can require that you purchase a Start-Up package for each Territory or vehicle.

Multi-Territory Discounts

Subject to market type, availability, and our discretion, at the time of signing your franchise agreement, you may request the right to purchase additional territories. Each territory of 40,000 Qualified Households added to your Base Territory is referred to as an "Additional Territory." Your Base Territory and Additional Territories are collectively referred to collectively as your "Territories" and, individually, as a "Territory." If you purchase multiple Territories, your initial franchise fee will be as follows:

Territories Purchased	Initial Franchise Fee	Total Initial Franchise Fees
1	$49,500	$49,500
2	$40,000	$89,500
3	$30,000	$119,500
4	$29,500	$149,000
5	$29,000	$178,000
6	$28,000	$206,000
7	$27,000	$233,000
8	$25,000	$258,000
9	$23,000	$281,000
10	$18,500	$299,500

Item 6
OTHER FEES

Type of Fee	Amount	Due Date	Remarks
Royalty	5.5% of your total sales; after month 6, minimum of $500 per month for each territory	Monthly, on the last business day of the following month	See Notes 1, 2, and 3.

Type of Fee	Amount	Due Date	Remarks
Marketing Fund Contribution	You must contribute at least 2% of total sales or $300 per month (whichever is greater), for each territory.	Monthly, on the last business day of the following month	See Notes 1, 2, and 3.
Market Cooperative Contribution	As determined by the cooperative. Currently, none.	Monthly, on the last business day of the following month	See Note 4. We have the right to establish local or regional advertising cooperatives.
Technology Fee	Currently, $250 per month per Territory (however, for purposes of the Technology Fee only, any of your contiguous Territories are considered to be one Territory).	Monthly, on the last business day of the following month	We charge this fee for certain software and other technology products and services we provide. The technology fee will not necessarily be a pass-through of our exact costs. We may add, remove, or alter the software or technology products or services that we provide, and we may alter the amount of this fee on 30-days' notice.
Local Advertising Requirement	For each of your territories, you must spend at least 2% of total sales or $1,500 per month (whichever is greater) on marketing your business.	Per vendor	If you do not spend the required minimum, then we can require you to pay this shortfall to us. The maximum contribution that a co-op may require is 5% of total sales. We reserve the right to increase the minimum to an amount greater than $1,500 upon notice to you.
Website Management and Maintenance	Currently, $400 per month, per website	Per vendor	This amount does not count towards your local advertising requirement.

Type of Fee	Amount	Due Date	Remarks
Replacement / Additional Training Fee	Currently, $0 per person	Prior to attending training	If you send a manager or other employee to our training program after you open, we reserve the right to charge our then-current training fee; however, you are still responsible for any other costs associated with the person attending the training (for example, travel and transportation costs and salary for your personnel).
Vendors	Pass-through of costs, plus reasonable administrative charge. Currently, none.	Varies	We have the right to require franchisees to use third-party vendors and suppliers that we designate. Examples can include computer support vendors, mystery shopping, and customer feedback systems. The vendors and suppliers may bill franchisees directly, or we have the right to collect payment for these vendors together with a reasonable markup or charge for administering the payment program.
Software subscription	Currently, $300 per month for the first user plus an additional $20-$50 per month for each additional user	Monthly	We require you to use certain software.
Customer Service Support Fee	Currently, the greater of (i) $400 per month, and (ii) 2% of total sales	Monthly, on the last business day of the following month	This fee pays for our Customer Service Center, which provides services for handling communications with potential and existing customers.
Non-compliance fee	$500	On demand	We may charge you $500 if your business is not in compliance with our system specifications or the franchise agreement and you fail to correct the non-compliance after 30 days' notice. Thereafter, we may charge you $250 per week until you correct such non-compliance.

Type of Fee	Amount	Due Date	Remarks
Reimbursement	Amount that we spend on your behalf, plus 10%	Within 15 days of invoice	If we pay any amount that you owe or are required to pay to a third party, you must reimburse us.
Late fee	$200 per billing cycle, plus compounded interest on the unpaid amount at a rate equal to 1.5% per month (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law).	On demand	We may charge a late fee and interest if you fail to make a required payment when due.
Insufficient funds fee	$200 (or, if such amount exceeds the maximum allowed by law, then the maximum allowed by law)	On demand	We may charge an insufficient funds fee if a payment made by you is returned because of insufficient funds in your account.
Costs of collection	Our actual costs	As incurred	Payable if we incur costs (including reasonable attorney fees) in attempting to collect amounts you owe to us.
Convention fee	As determined by us; currently, none.	Prior to convention	If we elect to conduct a national or regional convention, we will charge you the attendance fee even if you do not attend. You are responsible for all travel and living expenses of attending any such meeting or convention.
Breach of territory fee	The greater of (i) $3,000 or (ii) 150% of the amount paid by the customer in the territory of another franchisee.	On demand	If you serve a customer inside the territory of another Bloomin Blinds business, we may impose this fee (as well as other remedies we have for your breach of the franchise agreement).

Type of Fee	Amount	Due Date	Remarks
Special support fee	Our then-current fee, plus our expenses. Currently, $500 per day.	On demand	If we provide in-person support to you in response to your request, we may charge this fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).
Customer complaint resolution	$100 plus our expenses	On demand	We may take any action we deem appropriate to resolve a customer complaint about your business. If we respond to a customer complaint, we may require you to reimburse us for our expenses and to pay this fee.
Records audit	Our actual cost	On demand	Payable only if (1) we audit you because you have failed to submit required reports or other non-compliance, or (2) the audit concludes that you under-reported total sales by more than 3% for any month.
Inspection Fee	Currently $600, plus our out-of-pocket costs	On demand	Payable only if we conduct an inspect of your business because of a governmental report, customer complaint or other customer feedback, or your default or non-compliance with any system specification.
Non-compliance cure costs and fee	Our out-of-pocket costs and internal cost allocation, plus 10%	When billed	We may cure your non-compliance on your behalf (for example, if you do not have required insurance, we may purchase insurance for you), and you will owe our costs plus a 10% administrative fee.
Transfer fee	$10,000 per Territory, plus any broker fees and other out-of-pocket costs we incur.	When transfer occurs	Payable if you sell your business.

Type of Fee	Amount	Due Date	Remarks
Temporary management fee	10% of total sales plus our expenses	On demand	We have the right to temporarily manage your business and charge this fee if (i) you die or become incapacitated, (ii) we exercise our right to purchase your business after your franchise agreement end, or (iii) you operate the business in a dangerous manner.
Liquidated damages	An amount equal to royalty fees and marketing fund contributions for the lesser of (i) 2 years or (ii) the remaining months of the franchise term.	On demand	Payable if we terminate your franchise agreement because of your default, or if you terminate the franchise agreement without the right to do so.
Indemnity	All of our costs and losses from any legal action related to the operation of your franchise	On demand	You must indemnify and defend (with counsel reasonably acceptable to us) us and our affiliates against all losses in any action by or against us related to, or alleged to arise out of, the operation of your franchise (unless caused by our misconduct or negligence).
Prevailing party's legal costs	Our attorney fees, court costs, and other expenses of a legal proceeding, if we are the prevailing party	On demand	In any legal proceeding (including arbitration), the losing party must pay the prevailing party's attorney fees, court costs and other expenses.

All fees are payable only to us (other than software subscription charges). All fees are imposed by us and collected by us (other than software subscription charges). All fees are non-refundable. We do not represent that all fees are uniform for all franchisees; we reserve the right to change, waive, or eliminate fees for any one or more franchisees as we deem appropriate.

There are currently no marketing cooperatives, purchasing cooperatives, or other cooperatives that impose fees on you.

Notes

1. "Total Sales" is defined in our franchise agreement as the total dollar amount of all sales generated through your business for a given period, including, but not limited to, payment

for any services or products sold by you, whether for cash or credit. Total Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected, (iii) sale of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Total Sales).

2. You must accurately and immediately record all transactions in your point-of-sale system software. If you fail to timely and accurately record or report your Total Sales, we will withdraw estimated royalty fees and marketing fund contributions based on 125% of the most recent Total Sales you reported. We will true-up the actual fees after you report Total Sales.

3. We can require you to pay royalty fees, marketing fund contributions, and other amounts due to us by pre-authorized bank draft, and we can require an alternative payment method. If we permit you to pay by credit card or any other method which causes us to incur a processing fee, you will be responsible for the amount of the processing fee.

4. There is currently one franchisor-owned outlet. We reserve the right to operate additional franchise units at our discretion. Regarding the voting power of cooperatives, a franchisor-owned outlet will have the same voting power of all other franchisees in the cooperative.

Item 7
ESTIMATED INITIAL INVESTMENT

YOUR ESTIMATED INITIAL INVESTMENT

Base Territory Only:

Type of expenditure (Note 1)	Amount			Method of payment	When due	To whom payment is to be made
Initial franchise fee (note 1)	$49,500	-	$49,500	Cashier's check or electronic payment	Upon signing the franchise agreement	Us
Start-Up Expense Fee	$30,000	-	$30,000	Cashier's check or electronic payment	Upon singing the franchise agreement	Us
Rent, Utilities, and Leasehold Improvements (see Note 2)	$0	-	$5,000	N/A	N/A	N/A
Market Introduction Program	$12,000	-	$12,000	Check, debit, and/or credit	As incurred or when billed	Vendors and suppliers

Type of expenditure (Note 1)	Amount			Method of payment	When due	To whom payment is to be made
Furniture, Fixtures, and Equipment	$0	-	$500	Check, debit, and/or credit	As incurred	Vendors and suppliers
Insurance (see Note 3)	$300	-	$3,000	Check	Upon ordering	Insurance company
Vehicle (see Note 4)	$700	-	$55,000	Check	Upon purchase	Vendor
Office Expenses	$500	-	$1,000	Check, debit, and/or credit	As incurred	Vendors
Inventory (see Note 5)	$0	-	$0	N/A	N/A	N/A
Licenses and Permits	$0	-	$1,500	Check	Upon application	Government
Professional Fees (lawyer, accountant, etc.)	$400	-	$1,500	Check, debit, and/or credit	As incurred or when billed	Professional service firms
Travel and meals for initial training (see Note 6)	$700	-	$1,500	Cash, debit or credit	As incurred	Airlines, hotels, and restaurants
Consumer Financing Subscription (see Note 7)	$1,600	-	$1,600	Check, debit, and/or credit	As incurred	Vendors
Additional funds (for first 3 months) (see Note 8)	$10,000	-	$20,000	Varies	Varies	Employees, suppliers
Total (see Note 8)	$105,700	-	$182,100			

Notes

1. If you lease a location, then your lease security deposit and utility deposits will usually be refundable unless you owe money to the landlord or utility provider. None of the other expenditures in this table will be refundable. Neither we nor any affiliate finances any part of your initial investment.

2. We expect you to open as a home-based business, so our low-end estimate is $0. The high-end estimate assumes that you elect to get empty commercial space and outfitting a warehouse with small office.

3. The low-end estimated cost of insurance assumes a minimum monthly payment of $300, and only one month's payment required before you open for business. The high-end estimate assumes you pay an entire year of insurance costs before opening. You will typically have the choice to make payments monthly, quarterly, or annually.

4. You must use a white van for your business. Unless you obtain our prior approval, we require that you use one of the following models: any Sprinter model, Ford Transit, or Dodge Ram Pro Master. Your vehicle must be in excellent (or better) condition, clean, dent-free, and otherwise presenting a professional appearance. You must use the Bloomin Blinds van only for business purposes. The low-end estimate assumes you finance a suitable vehicle with signage, that you do not have to make a down payment, and do not have to make your first monthly payment for 60 days after acquiring the vehicle. The high-end estimate assumes you purchase a suitable use vehicle. If you purchase a new van, the cost could be up to $50,000.

5. We will provide you with your initial inventory package used in selling and installing the blinds and materials in customers' buildings and homes as part of the Start Up Expense Fee. After you open, you will purchase inventory directly from the vendors. The initial package is designed to give you a broad working inventory and will be sufficient in most territories for some period of time to cover one operational van. Depending on the region and the variations of products installed in your area, there may be more inventory that needs to be ordered above and beyond what is provided by us. We do not anticipate that you will need additional vans during your introductory period; however, if you do elect to utilize additional vans, you will likely need to purchase additional supplies.

6. We will pay for your hotel stay during the initial training program as part of the Start Up Expense Fee, as well as transportation between your hotel and our offices. Other travel expenses are your responsibility.

7. You must purchase a subscription which offers consumer finance programs to customers.

8. This includes any other required expenses you will incur before operations begin and during the initial period of operations, such as payroll, additional inventory, and other operating expenses in excess of income generated by the business. It does not include any salary or compensation for you. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience: the development of a Bloomin' Blinds business by our affiliate, and our general knowledge of the industry.

Base Territory Plus Additional Territories

Type of expenditure	Amount	Method of payment	When due	To whom payment is to be made
Additional initial franchise fees for additional territories 2-10 (see Note 9)	$40,000 - $250,000	Check or wire transfer	Upon signing the franchise agreement	Us
Second Vehicle (see Note 10)	$0 - $55,000	Check	Upon purchase	Vendor
Additional Start-Up Expenses (see Note 10)	$0 - $30,000	Cashier's check or electronic payment	Upon singing the franchise agreement or upon purchase of additional vehicle	Us
Additional funds (for first 3 months) (see Note 11)	$10,000 - $180,000	Varies	Varies	Employees, suppliers
Estimated Initial Investment to Open Base Territory	$105,700 - $182,100	Estimated Initial Estimate is based on the above chart in Item 7		
Total	$155,700 - $697,100			

Notes

9. The initial franchise fee for Base Territory 40,000 Qualified Households is $49,500. If you elect to supplement your Base Territory by adding Additional Territories, the total initial franchise fees will range from a low of $89,500 for a total of two Territories (your initial Base Territory plus one Additional Territory) to $299,500 for a total of ten Territories (your initial Base Territory plus nine Additional Territories).

10. If you purchase Additional Territories or chose to operate more than one vehicle, we can require that you purchase a Start Up package for each Additional Territory or for each vehicle or Additional Territory (although during the initial investment period we generally would only require an additional Start Up package for each vehicle). The lower end estimate assumes that you will not operate more than one vehicle during your initial investment period, and the high end estimate assumes that you will operate a second vehicle during your initial investment period.

11. We anticipate you needing additional funds of $10,000 to $20,000 per Territory during the initial investment period. As referenced in Note 8, this includes any other required expenses you will incur before operations begin and during the initial period of operations, such as payroll, additional inventory, and other operating expenses in excess of income generated by the business. It does not include any salary or compensation for you. In formulating the amount required for additional funds, we relied on the following factors, basis, and experience: the

development of a Bloomin' Blinds business by our affiliate, and our general knowledge of the industry.

Item 8
RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES

Generally

We have the right to require you to purchase or lease all goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating your business (1) either from us or our designee, or from suppliers approved by us, or (2) according to our specifications. You must comply with any changes we make in the future to these requirements.

Specific Obligations

The following are our current specific obligations for purchases and leases:

A. Window Blinds, Shades, Shutters, and Parts. You must source your window blinds, and your components and parts from our required suppliers. In some cases, we may be able sell small orders directly to you.

B. Advertising and Marketing. Currently, Scorpion Internet Marketing ("Scorpion") is the sole vendor for all internet marketing and search engine optimization services for our franchisees, and we require that you hire Scorpion for these services. Except as otherwise provided in the Franchise Operations Manual and advertising or marketing materials that we furnish to you, you must submit all advertising and marketing materials to us for our written approval before use. You must ensure that all advertising or marketing materials that you use are clear, factual, ethical, and not misleading; comply with our brand standards; and comply with all laws. We have the right to establish and control all digital marketing, and if we permit you to operate your own social media or similar accounts, you must provide us with password information and administrator access over such accounts.

C. Insurance. You must obtain insurance as described in the Franchise Agreement and in our Manual, which includes (i) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit, (ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000, and (iii) Workers Compensation coverage as required by state law. Your insurance policies (other than Workers' Compensation coverage) must list us and our affiliates as an additional insured, must include a waiver of subrogation in favor of us and our affiliates, must be primary and non-contributing with any insurance carried by us or our affiliates, and must stipulate that we receive 30 days' prior written notice of cancellation.

D. Computer software and hardware. You must purchase and use the computer software and hardware that we specify. See Item 11 for more details.

E. Clothing, print, and promotional materials. You must purchase your business cards, print marketing, uniforms, and clothing items from our required vendor, who is currently JPaul Co.

F. Customer Service Center. Through our Customer Service Center, we will handle certain communications with potential new customers and with existing customers, such as receiving inbound phone or website inquiries, providing cost estimates, assisting customers in signing up for service, following up on new customer inquiries, and receiving complaints.

G. Bookkeeping Services, Merchant Services, Quickbooks Software. You must utilize bookkeeping services through our required vendor, which is currently Out of the Box Technologies; their current fees are $370 per month for the bookkeeping services, which includes a subscription to Quickbooks. Quickbooks merchant services is also our only currently-approved vendor for merchant services (credit card processing).

H. Consumer Finance Subscription. You must purchase a subscription with our required vendor for consumer finance programs. The current initial fee for that subscription is $1,600, and the annual renewal costs are $1,000.

Us or our Affiliates as Supplier

Except for the items included in the start-up fee, neither we nor any affiliate is currently a supplier of any good or service that you must purchase, although we reserve to the right to be a supplier (or the sole supplier) of a good or service in the future.

Ownership of Suppliers

None of our officers owns an interest in any supplier to our franchisees.

Alternative Suppliers

If you want to use a supplier that is not on our list of approved suppliers, you must request our approval in writing. We will grant or revoke approvals of suppliers based on criteria appropriate to the situation, which may include evaluations of the supplier's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. Our criteria for approving suppliers are not available to you. We permit you to contract with alternative suppliers who meet our criteria only if you request our approval in writing, and we grant approval. There is no fee for us to review or approve an alternate supplier. We will provide you with written notification of the approval or disapproval of any supplier you propose within 30 days after receipt of your request. We may grant approvals of new suppliers or revoke past approvals of suppliers on written notice to you, or by updating our Manual.

Issuing Specifications and Standards

We issue specifications and standards to you for applicable aspects of the franchise in our Manual and/or in written directives. We may issue new specifications and standards for any aspect of our brand system, or modify existing specifications and standards, at any time by revising our Manual and/or issuing new written directives (which may be communicated to you by any method we choose). We will generally (but are not obligated to) issue new or revised specifications only after evaluation of the intended changes. We may also conduct limited market testing in one or more outlets.

Revenue to Us and Our Affiliates

We will derive revenue from the Customer Service Fee and from rebates related to franchisees' purchases from our required suppliers of window blinds, and your components and parts. In 2022, our total revenue was $4,472,375. Our revenue from all required purchases and leases of products and services by franchisees in 2022 was $636,508 or 14% of our total revenues.

Proportion of Required Purchases and Leases

We estimate that the required purchases and leases to establish your business are 40% to 70% of your total purchases and leases to establish your business.

We estimate that the required purchases and leases of goods and services to operate your business are 40% to 70% of your total purchases and leases of goods and services to operate your business.

Payments by Designated Suppliers to Us

We will receive payments from designated suppliers from franchisee purchases based on the following: (i) 5% rebate on franchisee purchases from our required vendors of window blinds; and (ii) rebate on franchisee's merchant services. In addition, in the future, we have the right to receive payments from other or additional designated suppliers based on franchisee purchases. We are not required to give you an accounting of any payments we receive from designated suppliers, nor are we required to share any benefits of supplier payments with you or with any other franchisee.

Purchasing or Distribution Cooperatives

No purchasing or distribution cooperative currently exists.

Negotiated Arrangements

We have negotiated purchase arrangements with various vendors for the benefit of our franchisees. Negotiated benefits vary by vendor, but may include free sample books, discounted sample books, discounted hand samples, brand specific promotions, annual rebate paid by the specific vendor, co-op advertising, advanced training, and/or lower purchase costs.

Benefits Provided to You for Purchases

We do not provide any material benefit to you based on your purchase of particular goods or services, or your use of particular suppliers.

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	§ 6.1	Item 11
b. Pre-opening purchase/leases	§§ 6.2, 6.3	Items 5, 7, 8 and 11
c. Site development and other pre-opening requirements	Article 6	Items 5, 7, 8 and 11
d. Initial and ongoing training	§§ 5.2, 6.4, 7.6	Items 5, 6, 8 and 11
e. Opening	§§ 6.5, 6.6	Items 7, 8 and 11
f. Fees	Article 4, §§ 2.2, 5.3, 7.7, 7.8, 9.5, 10.5, 11.2, 11.3, 11.14,14.5, 15.2, 16.1, 17.6	Items 5, 6 and 7
g. Compliance with standards and policies/operating manual	§§ 6.3, 7.1, 7.3, 7.5, 7.9 – 7.13, 7.15, 9.2 – 9.3, 10.1, 10.4, 11.1	Items 8, 11 and 14
h. Trademarks and proprietary information	Article 12, § 13.1	Items 13 and 14
i. Restrictions on products/services offered	§ 7.3	Items 8, 11 and 16
j. Warranty and customer service requirements	§§ 7.3, 7.8, 7.9	Item 8
k. Territorial development and sales quotas	Not applicable	Item 12
l. Ongoing product/service purchases	Article 8	Items 6 and 8
m. Maintenance, appearance, and remodeling requirements	§§ 7.12, 7.13	Items 6, 7 and 8
n. Insurance	§ 7.15	Items 6, 7 and 8

Obligation	Section in agreement	Disclosure document item
o. Advertising	Article 9	Items 6, 7, 8 and 11
p. Indemnification	Article 16	Items 6 and 8
q. Owner's participation/management/staffing	§ 2.4	Items 15
r. Records and reports	Article 10	Item 11
s. Inspections and audits	§§ 10.5, 11.2	Items 6 and 11
t. Transfer	Article 15	Items 6 and 17
u. Renewal	§ 3.2	Item 17
v. Post-termination obligations	Article 13, § 14.3	Item 17
w. Non-competition covenants	§ 13.2	Item 17
x. Dispute resolution	Article 17	Items 6 and 17

Item 10
FINANCING

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

Item 11
FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING

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

Our Pre-Opening Obligations

Before you open your business:

A. *Your site.* We do not assist you in (i) selecting or locating your site and negotiating the purchase or lease of the site, (ii) conforming the premises to local ordinances and building codes and obtaining any required permits, or (iii) constructing, remodeling, or decorating the premises. We do not select your site. Your site must be located in your territory.

B. *Hiring and training employees*. All hiring decisions and conditions of employment are your sole responsibility. (Section 7.5).

C. *Necessary equipment, signs, fixtures, opening inventory, and supplies.* We will provide you a list of our specifications and approved suppliers for equipment, signs, fixtures, opening inventory, and supplies necessary to open your business. (Section 5.4) We do not provide these items directly; we only provide the names of approved suppliers. We do not deliver or install these items.

D. *Franchise Operations Manual*. We will give you access to our Franchise Operations Manual in such format as we deem appropriate (Section 5.1).

E. *Initial Training Program.* We will conduct our initial training program. (Section 5.2). The current initial training program is described below.

F. *Business plan review*. If you request, we will review your pre-opening business plan and financial projections. (Section 5.2).

G. *Market introduction plan*. We will advise you regarding the planning and execution of your market introduction plan. (Section 5.2).

H. *Start Up Expense items*. As part of the Start Up Expense Fee, we will provide you with the items covered by the fee, including covering hotel costs during your initial training; an initial inventory of parts, valued at approximately $3,500; a laser measuring device and certain tools; a tablet with cellular capabilities, along with case and bag; vehicle wrap (up to $1,700 plus tax); business cards; certain uniform items, and some promotional materials. (Section 5.2).

Length of Time to Open

The typical length of time between signing the franchise agreement and the opening of your business is 45 to 90 days. Factors that may affect the time period include your ability to obtain financing, obtain business permits and licenses, schedule initial training, and hire employees.

Our Post-Opening Obligations

After you open your business:

A. *Developing products or services you will offer to your customers*. Although it is our intent to refine and develop products or services that you will offer to your customers, the franchise agreement does not obligate us to do so.

B. *Hiring and training employees*. All hiring decisions and conditions of employment are your sole responsibility. (Section 7.5). At your request, we will train additional employees through the entire course of instruction. We reserve the right to charge a fee for these services; however, regardless of whether we charge a fee, you are responsible for all other costs (such as travel and transportation costs, meals, and salary of such persons you send to such training). The employee will join a regularly-scheduled training cycle as allowed by class capacity.

C. *Improving and developing your business; resolving operating problems you encounter.* If you request, we will provide advice to you (by telephone or electronic communication) regarding improving and developing your business, and resolving operating problems you encounter, to the extent we deem reasonable. If we provide in-person support in response to your request, we may charge a fee (currently $500 per day) plus any out-of-pocket expenses (such as travel, lodging, and meals for our employees providing onsite support). (Section 5.3).

D. *Establishing prices*. Upon your request, we will provide recommended prices for products and services. (Section 5.3).

E. *Establishing and using administrative, bookkeeping, accounting, and inventory control procedures.* We will provide you our recommended procedures for administration, bookkeeping, accounting, and inventory control. (Section 5.3). We may make any such procedures part of required (and not merely recommended) procedures for our system.

F. *Marketing Fund*. We will administer the Marketing Fund. (Section 5.3).

G. *Website*. We will maintain a website for the Bloomin' Blinds brand, which will include your business information and telephone number. (Section 5.3).

H. *Customer service support.* We will provide services for handling communications with potential new customers and with existing customers, such as receiving inbound phone or website inquiries, providing cost estimates, assisting customers in signing up for service, following up on new customer inquiries, and receiving complaints. (Section 5.3).

G. *Technology Fee items.* We will provide certain software and other technology products and services covered by the Technology Fee. Currently, the Technology Fee covers UX development for the website, intranet software, and custom development of our Dispatch and Solatech software. However, we may add, remove, or alter the software or technology products or services that are covered by the Technology Fee

<u>Advertising</u>

Our obligation. We will administer the Marketing Fund. We will use this fund only for marketing and related purposes and costs. Media coverage is primarily national. We will use outside vendors and consultants to produce advertising. We are not required to spend any amount of advertising in the area or territory where any particular franchisee is located. We will maintain the brand website (which may be paid for by the Marketing Fund). We have no other obligation to conduct advertising. We began our Marketing Fund during January 2019.

Your own advertising material. You may use your own advertising or marketing material only with our approval. To obtain our approval, you must submit any proposed advertising or marketing material at least 14 days prior to use. If we do not respond, the material is deemed rejected. If you develop any advertising or marketing materials, we may use those materials for any purpose, without any payment to you. We have the right to establish and control all social media accounts and other digital marketing. You must ensure that all advertising or marketing materials that you use are clear, factual, ethical, and not misleading; complies with our brand standards; and complies with all laws. We have the right to establish and control all digital marketing.

Advertising council. We currently do not have an advertising council composed of franchisees, but we reserve the power to form an advertising counsel.

Local or Regional Advertising Cooperatives. We do not currently have any local or regional advertising cooperatives. We have the right to require you to participate in a local or regional advertising cooperative. We will define the area of the cooperative based on media markets, or other geographic criteria that we deem appropriate. Each franchisee in the area would have one vote per outlet (unless the franchisee is in default under its franchise agreement). The amount you must contribute to the cooperative will be determined by vote of the members, but not less than 1% of total sales, and not more than 5% of total sales. If our own outlets are members of a cooperative, they must contribute to the cooperative on the same basis as franchisees, and they will vote on the same basis as other members. We administer the cooperative, but we have the right to delegate responsibility for administration to an outside company such as an advertising agency or accounting firm, or to the franchisee members of the cooperative. We have the right to require the cooperative to operate from written bylaws or other governing documents that we determine. The documents are not currently available for you to review. Cooperatives will prepare annual financial statements which will be made available for review only by us and by the members of the cooperative. We have the power to require cooperatives to be formed, changed, dissolved, or merged.

Advertising Fund. You and all other franchisees must contribute to our Marketing Fund. Your contribution will be the greater of (i) 2% of total sales or (ii) $300. All franchisees contribute a different amount or at a different rate. Outlets that we or our affiliates own are obligated to contribute at least 2% of their total sales to the Marketing Fund. We will administer the fund. The fund is not audited.

In the most recently concluded fiscal year, we used the Marketing Funds and spent 10% on production, 90% on media placement, and 0% on administrative expenses.

If less than all marketing funds are spent in the fiscal year in which they accrue, the money will remain in the Marketing Fund to be spent in the next year. No money from the Marketing Fund is spent principally to solicit new franchise sales.

We will prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of our fiscal year and will provide the financial statement to you upon reasonable written request. (Section 9.5).

Required spending. Each month and for each of your territories, you must spend at least 2% of the previous month's total sales on marketing your business (and not less than $1,500 per month). However, we receive the right to increase the minimum to an amount greater than $1,500 for each territory upon notice to you. If you fail to meet the minimum spending requirements so, we can (among other remedies) require that you pay this amount to us.

Computer Systems

Our current requirements are that you will need at least one iPad Pro tablet with typical office software such as word processing, email, and anti-virus, as well as a smartphone. As part of the Start-Up expense fee (see Item 5), we will provide you with one iPad Pro tablet.

You need to have an additional 12-13" tablet for each user in the field, and you may also want a laptop or desktop computer. We do not require you to have more than one user per territory during your first year of operations.

We require you to use our designated cloud-based software system which provides functions such as dispatching, scheduling, job management, Customer Relationship Management (CRM), invoicing, and reporting and analysis. This system will generate or store data about jobs, pricing, customers, and other aspects of your business. The system currently costs $300 per month which covers two users for the Dispatch portion of the software, and one user for the Solatech portion of the software. There is an additional charge of $20 per month per user for the Solatech portion of the software. For the Dispatch portion of the software, there is an additional charge of $30 for the 3rd user or an additional charge of $54 if you have 4 or more users.

We also require you to use our designated accounting and storage software (currently Quickbooks and Google Drive, respectively).

We estimate that your computer and software systems will cost between $355-$414 per month (the cost of our business management software plus Google Drive) to acquire via subscription.

We are not obligated to provide any ongoing maintenance, repairs, upgrades, or updates. We do not require you enter into any such contract with a third party (other than monthly subscriptions for business management software, Quickbooks (which may come through Out of the Box), and Google Drive). You must upgrade or update any system when we determine. There is no contractual limit on the frequency or cost of this obligation. We estimate that the annual cost of any optional or required maintenance, updating, upgrading, or support contracts will be $4,020 to $5,000.

You must give us independent access to the information that will be generated or stored in these systems. The information that we may access will include sales, customer data, and reports. There is no contractual limitation on our right to access the information.

Franchise Operations Manual

See Exhibit F for the table of contents of our Franchise Operations Manual (the "Manual") as of the date of this Disclosure Document. The total number of pages in the Manual is 286.

Training Program

Our training program consists of the following:

TRAINING PROGRAM

Subject	Hours of Classroom Training	Hours of On-The-Job Training	Location
WEEK 1			
Day 1 – Exposure	9		Plano, Texas
Day 2 – Horizontals 1	9		Plano, Texas
Day 3 – Horizontals 2	9		Plano, Texas
Day 4 – Exterior/Romans	9		Plano, Texas
Day 5 – Software, Verticals	9		Plano, Texas
WEEK 2			
Day 1 – Cellular Shields	9		Plano, Texas
Day 2 – Shutters	9		Plano, Texas
Day 3 – Roller Shades	9		Plano, Texas
Day 4 – Measuring/Practical	9		Plano, Texas
Day 5 – Motorization Training	9		Plano, Texas
TOTAL	90		

Currently, we anticipate holding training classes once per month. Training will be held at our offices and business location in Plano, Texas. We reserve the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the initial training program.

The instructional materials consist of the Manual and other materials, lectures, discussions, and on-the-job demonstration and practice.

Training classes will be led or supervised by Martha Geddie. Her experience is described in Item 2. She has approximately 1 year of experience in our industry and 1 year of experience with us or our affiliates.

There is no fee for up to two people to attend training. You must pay the travel and living expenses of people attending training. We will provide training only to people who will be engaged full time with your business.

You must attend training. You may send any additional people to training that you want (up to the maximum described above). You must complete training to our satisfaction before opening your business.

Your business must at all times be under your on-site supervision or under the on-site supervision of a general manager who we approve and who has completed our training program. If you need to send a new general manager or other person to our training program, we reserve the right to charge a fee, and you are responsible for all other costs (including travel and transportation costs, and meals and salary for your personnel).

We do not currently require additional training programs or refresher courses, but we have the right to do so.

Item 12
TERRITORY

Your Location

We anticipate that you will manage your business from your home or from a small office setting. Your primary office must be located in your territory, unless we approve otherwise.

Grant of Territory

Your franchise agreement will specify a territory, which will include up to 40,000 Qualified Households (which are households that are owner-occupied and have over $60,000/year in household income). The boundaries of your territory will usually be specified by zip codes; however, we may use other boundaries (such as counties or other political boundaries, streets, geographical features, or trade areas).

Relocation; Establishment of Additional Outlets

You may relocate your business headquarters anywhere in your territory.

You do not have the right to establish additional franchised outlets or expand into additional territory. If you desire to do so, you must (1) meet our then-current criteria for new franchisees, (2) be in compliance with your franchise agreement at all times since opening your business, (3) have demonstrated your capability to operate a multi-territory franchise successfully, (4) sign our then-current version of our franchise agreement and related documents, including personal guaranties (and bring any of your other franchise agreements up to our then-current versions), and (5) obtain our agreement (which may require you to sign new franchise agreements, using our then-current version of the franchise agreement and related documents, for all of your other franchises or territories).

Options to Acquire Additional Franchises

You do not receive any options, rights of first refusal, or similar rights to acquire additional franchises.

Territorial Protection

We grant you an exclusive territory. In your territory, we will not establish a Bloomin' Blinds outlet, nor license or franchise another party to establish a Bloomin' Blinds outlet. However, (i) after your first year of operations, if your monthly royalty calculation is less than $500 for two months during any twelve-month period, or (ii) if you default under the franchise agreement and as a result we have the right to terminate the agreement, then we may unilaterally alter your territory or eliminate the exclusivity of your rights in your territory. The continuation of your territorial exclusivity does not depend on any other contingency, and there are no other circumstances that permit us to modify your territorial rights.

Restrictions on Us from Soliciting or Accepting Orders in Your Territory

Except as described in this paragraph, we will not serve customers in your territory, nor authorize another party to serve customers in your territory, under our Bloomin' Blinds brand. However, we may serve (or authorize other franchisees to serve) customers in your territory if you are in default, or if you are incapable of meeting customer demand in your territory. We may also serve (or authorize another franchisee to serve) a particular customer in your territory if you fail to properly serve such customer, or if we reasonably believe that you will not properly serve such customer. We reserve the right to use other channels of distribution, such as the internet, catalog sales, telemarketing, or other direct marketing sales, to make sales within your territory (i) using our principal trademarks, but only for sales of products or services different from the ones you will offer, and (ii) using trademarks different from the ones you will use. In the circumstances where the franchise agreement does not prohibit us from soliciting or accepting orders from inside your territory, we do not pay any compensation to you.

Soliciting by You Outside Your Territory

You cannot solicit or market to potential customers outside of your territory, except for solicitations or marketing which are primarily targeted inside the territory and which incidentally reach potential customers outside of the territory. You are not permitted to use other channels of distribution such as the Internet, catalog sales, telemarketing or other direct marketing to make sales outside of your territory. You cannot accept order or serve customers outside of your territory unless first confirm with us that the customer is not in the territory of any other Bloomin Blinds.

Competition by Us Under Different Trademarks

Neither we nor any of our affiliates operates, franchises, or has plans to operate or franchise a business under a different trademark selling goods or services similar to those you will offer. However, the franchise agreement allows us to do so.

Item 13
TRADEMARKS

Principal Trademarks

The following are the principal trademarks that we license to you. These trademarks are owned by us. They are registered on the Principal Register of the United States Patent and Trademark Office.

Trademark	Registration Date	Registration Number
Bloomin Blinds	December 16, 2014	4655788
IF YOUR BLINDS AREN'T BECOMING TO YOU … THEY SHOULD BE COMING TO US!	October 30, 2018	5595415

The first trademark has been renewed. However, because the other federal trademark registration is less than six years old, no affidavits are required at this time, and no required affidavits have been filed.

Determinations

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, or any state trademark administrator or court. There are no pending infringement, opposition, or cancellation proceedings.

Litigation

There is no pending material federal or state court litigation regarding our use or ownership rights in a trademark.

Agreements

There are no currently effective agreements that significantly limit our rights to use or license the use of trademarks listed above in a manner material to the franchise.

Protection of Rights

We protect your right to use the principal trademarks listed in this Item, and we protect you against claims of infringement or unfair competition arising out of your use of the trademarks, to the extent described in this section.

The franchise agreement obligates you to notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to a trademark licensed to you. The franchise agreement does not require us to take affirmative action when notified of these uses or claims. We have the right to control any administrative proceedings or litigation involving a trademark licensed by us to you.

If you use our trademarks in accordance with the franchise agreement, then (i) we will defend you (at our expense) against any legal action by a third party alleging infringement by your use of the trademark, and (ii) we will indemnify you for expenses and damages if the legal action is resolved unfavorably to you.

Under the franchise agreement, we may require you to modify or discontinue using a trademark, at your expense. You will have a reasonable period of time to comply with the change, not to exceed 90 days. After such period, you would no longer have the right to use the unmodified or discontinued trademark. Your rights under the franchise agreement do not change, other than the modification or discontinuation of the trademark.

Superior Prior Rights and Infringing Uses

We do not know of either superior prior rights or infringing uses that could materially affect your use of the principal trademarks. You should understand that there could be other businesses using trademarks, trade names or other symbols similar to our Marks with superior rights to our rights. Before starting your business, you should research this possibility, using telephone directories, trade directories, internet directories, or otherwise in order to avoid the possibility of having to change your business name.

Item 14
PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

Patents

We do not own rights in, or licenses to, patents that are material to the franchise. We do not have any pending patent applications.

Copyrights

All of our original works of authorship fixed in a tangible medium of expression are automatically protected under the U.S. Copyright Act, whether or not we have obtained registrations. This includes our Manual as well as all other sales, training, management and other materials that we have created or will create. You may use these copyrighted materials during the term of the franchise, in a manner consistent with our ownership rights, solely for your franchised business.

We do not have any registered copyrights. There are no pending copyright applications for our copyrighted materials. There are no currently effective determinations of the U.S. Copyright Office (Library of Congress) or any court regarding any copyright.

There are no agreements currently in effect that limit our right to use or license the use of our copyrighted materials.

We have no obligation to protect any of our copyrights or to defend you against claims arising from your use of copyrighted items. The franchise agreement does not require us to take affirmative action when notified of copyright infringement. We control any copyright litigation. We are not required to participate in the defense of a franchisee or indemnify a franchisee for expenses or damages in a proceeding involving a copyright licensed to the franchisee. We may require you to modify or discontinue using the subject matter covered by any of our copyrights, at your expense.

We do not know of any copyright infringement that could materially affect you.

Proprietary Information

We have a proprietary, confidential Manual and related materials that include guidelines, standards and policies for the development and operation of your business. We also claim proprietary rights in other confidential information or trade secrets that include all methods for developing and operating the business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

All customer data and other point-of-sale data generated by your business is confidential information and is owned exclusively by us. We license such data back to you without charge solely for use in connection with your Bloomin' Blinds business.

You (and your owners, if the franchise is owned by an entity) must protect the confidentiality of our Manual and other proprietary information, and you must use our confidential information only for your franchised business. We may require your managers and key employees to sign confidentiality agreements.

You must disclose to us all ideas, plans, improvements, concepts, methods and techniques relating to your Bloomin' Blinds business that you conceive or develop. We will automatically own all such innovations, and we will have the right to incorporate any innovations into our system for use by all franchisees, without any compensation to you.

Item 15
OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS

Your Participation

You are required to personally participate full time in the direct operation of your business, and you must devote substantial time and attention to the business.

If you are the sole owner of the business, then you are deemed the "Principal Executive". If the business is owned through a corporation or limited liability company, you must designate one person as your "Principal Executive". The Principal Executive is the executive primarily responsible for your business and has decision-making authority on behalf of the business. The

Principal Executive must own at least 30% of the business. The Principal Executive must complete our initial training program. The Principal Executive must complete any post-opening training programs that we develop in the future. The Principal Executive must make reasonable efforts to attend all in-person meetings and remote meetings (such as telephone or video conference calls), including regional or national brand conferences, that we require. The Principal Executive cannot fail to attend more than three consecutive required meetings.

If your business is owned by an entity, all owners of the business must sign our Guaranty and Non-Compete Agreement (see Attachment 2 to Exhibit B).

“On-Premises” Supervision

When your business performs services for a customer, you are not required to personally conduct “on-premises” supervision of your business (that is, act as a general manager). However, we recommend on-premises supervision by you.

There is no limit on who you can hire as an on-premises supervisor, except that we have the right to approve your general manager (if it is not your Principal Executive), and the general manager of your business (whether that is you or a hired person) must successfully complete our initial training program and complete any additional training we require.

If the franchise business is owned by an entity, we do not require that the general manager own any equity in the entity.

Restrictions on Your Manager

If we request, you must have your general manager (and other key employees that we reasonably designate) sign a confidentiality and non-compete agreement, unless doing so violates applicable state law. We do not require you to place any other restrictions on your manager.

Item 16
RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

You must offer for sale only goods and services that we have approved.

You must offer for sale all goods and services that we require. We have the right to change the types of authorized goods or services, and there are no limits on our right to make changes.

We do not restrict your access to customers, except that all sales must be made to customers in your territory.

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 or other agreement	Summary
a. Length of the franchise term	§ 3.1	7 years from date of franchise agreement.
b. Renewal or extension of the term	§ 3.2	You may obtain a successor franchise agreement for an unlimited number of 5-year terms.
c. Requirements for franchisee to renew or extend	§ 3.2	For our franchise system, "renewal" means that at the end of your term, you sign our successor franchise agreement for an additional 5-year term. You may be asked to sign a contract with materially different terms and conditions than your original contract. To renew, you must give 120 – 180 days advance notice to us, be in compliance with all contractual obligations to us and to third parties, conform your business to then-current standards for new franchisees, sign then-current form of franchise agreement and related documents (including personal guarantees), and sign general release (unless prohibited by applicable law), and we must then be in the business of selling or renewing franchises.
d. Termination by franchisee	§ 14.1	If we violate a material provision of the franchise agreement and fail to cure or to make substantial progress toward curing the violation within 30 days after notice from you (subject to state law).

Provision	Section in franchise or other agreement	Summary
e. Termination by franchisor without cause	Not Applicable	
f. Termination by franchisor with cause	§ 14.2	We may terminate your franchise agreement for cause, subject to any applicable notice and cure opportunity and state law.
g. "Cause" defined--curable defaults	§ 14.2	Non-payment by you (10 days to cure); violate franchise agreement other than non-curable default (30 days to cure).
h. "Cause" defined--non-curable defaults	§ 14.2	Misrepresentation when applying to be a franchisee; knowingly submitting false information; bankruptcy; violation of law; violation of confidentiality; violation of non-compete; violation of transfer restrictions; slander or libel of us; refusal to cooperate with our audit or business inspection; cease operations for more than 5 consecutive days; operate in a manner dangerous to health or safety (if not corrected within 48 hours); two defaults in 12 months; two territory defaults during the life of the franchise, including any renewal terms; cross-termination; charge or conviction of or plea to a felony, commit or be accused of an act that is reasonably likely to materially and unfavorably affect our brand; misappropriation of customer deposits; any other breach of franchise agreement which by its nature cannot be cured.

Provision	Section in franchise or other agreement	Summary
i. Franchisee's obligations on termination/non-renewal	§§ 14.3 – 14.6	Pay all amounts due; report to us details on any incomplete projects (including installations and repairs), complete any incomplete projects as we direct; return Manual and proprietary items; cancel assumed names; cancel or transfer phone, post office boxes, directory listings, and digital marketing accounts; cease doing business; remove identification; purchase option by us.
j. Assignment of agreement by franchisor	§ 15.1	Unlimited
k. "Transfer" by franchisee - defined	Article 1	For you (or any owner of your business) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the business, (ii) the franchise agreement, (iii) any direct or indirect ownership interest in the business, or (iv) control of the business.
l. Franchisor's approval of transfer by franchisee	§ 15.2	No transfers without our approval.
m. Conditions for franchisor's approval of transfer	§ 15.2	Pay transfer fee; buyer meets our standards; buyer is not a competitor of ours; buyer signs our then-current franchise agreement and related documents (including personal guarantees); you've made all payments to us and are in compliance with the franchise agreement and all other contractual obligations; you pay all amounts which you have financed with us or our affiliates, buyer completes training program; you sign a general release (subject to state law); business complies with then-current system specifications.

Provision	Section in franchise or other agreement	Summary
n. Franchisor's right of first refusal to acquire franchisee's business	§ 15.5	If you want to transfer your business, we have a right of first refusal.
o. Franchisor's option to purchase franchisee's business	§ 14.6	When your franchise agreement expires or is terminated, we will have the right to purchase any or all of the assets of your Bloomin' Blinds business.
p. Death or disability of franchisee	§§ 2.4, 15.4	If you die or become incapacitated, a new principal executive, acceptable to us, must be designated to operate the business, and your executor must transfer the business to an approved new owner within 60 days. We have the right to temporarily operate the business if you die or become incapacitated.
q. Non-competition covenants during the term of the franchise	§ 13.2	Neither you, any owner of the business, or any spouse of an owner may have ownership interest in, lend money or provide assistance to, provide services to, or be engaged or employed by, any competitor.
r. Non-competition covenants after the franchise is terminated or expires	§ 13.2	For two years, neither you, any owner of the business, or any spouse of an owner of the business may have any ownership interest in, lend money or provide financial assistance to, provide services to, or be employed by a competitor located within 25 miles of your former territory or the territory of any other Bloomin' Blinds business operating on the date of termination or expiration.
s. Modification of the agreement	§ 18.4	No modification or amendment of the franchise agreement will be effective unless it is in writing and signed by both parties. This provision does not limit our right to modify the Manual or system specifications.

Provision	Section in franchise or other agreement	Summary
t. Integration/merger clause	§ 18.3	Only the terms of the franchise agreement and other written agreements are binding (subject to state law). Any representations or promises outside of the disclosure document and franchise agreement may not be enforceable. However, no claim made in any franchise agreement is intended to disclaim the express representations made in this Disclosure Document.
u. Dispute resolution by arbitration or mediation	§ 17.1	All disputes are resolved by arbitration (except for injunctive relief) (subject to applicable state law).
v. Choice of forum	§§ 17.1; 17.5	Arbitration will take place where our headquarters is located (currently, Plano, Texas) (subject to applicable state law). Any legal proceedings not subject to arbitration will take place in the District Court of the United States, in the district where our headquarters is then located, or if this court lacks jurisdiction, the state courts of the state and county where our headquarters is then located (subject to applicable state law).
w. Choice of law	§ 18.8	Texas (subject to applicable state law)

For additional disclosures required by certain states, refer to Exhibit H - State Addenda to Disclosure Document

Item 18
PUBLIC FIGURES

We do not currently 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.

Except as indicated in Tables 3 through 12, the following tables show the historical reported information for the 44 franchisees (each an "**Operational Franchise Outlet**") who operated a total number of 62 territories in the United States that were open and operating for the entire year January 1, 2022, to December 31, 2022 (the **"2022 Reporting Period"**). Table 12 references the "2021 Reporting Period"; this refers to the period January 1, 2021, to December 31, 2021.

The Operational Franchise Outlets are described in Table 1. Note that Franchise Outlet for Austin is and was throughout the 2022 Reporting Period owned by an affiliate of the franchisor; while it is listed as being opened during 2021, 2021 is when it was acquired by its current owner.

This Item 19 does not include information for 24 franchisees with a total of 49 franchised territories that were not open the entire 2022 Reporting Period (18 franchisees with a total of 42 territories which opened during 2022, and 6 franchisees with a total of 7 territories which permanently closed during 2022).

For all of these tables, "Total Sales" means the total dollar amount of all sales generated through the Business for a given period, including, but not limited to, payment for any services or products sold by Franchisee, whether for cash or credit. Total Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected by Franchisee, (iii) sales of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products.

We prepared the information below from our information and from information provided by our franchisees. These reported results are not audited, and we have not independently verified data provided by our franchisees, although we believe it to be accurate.

Table 1—Operational Franchise Outlets

Franchise Outlet	Year Opened	# of Territories Awarded	# of Vans	2022 Total Sales	Total Sales Per Van
Bloomin' Blinds of Bellevue, WA	2016	1	1	$351,719.53	$351,719.53
Bloomin' Blinds of Celina, TX	2016	2	2	$975,773.99	$1,951,547.98
Bloomin' Blinds of Charleston, SC	2016	1	1	$392,525.71	$392,525.71

Bloomin' Blinds of Contra Costa/Alameda Counties, CA	2016	1	1	$455,386.51	$455,386.51
Bloomin' Blinds of Fort Worth, TX	2016	1	1	$504,525.33	$504,525.33
Bloomin' Blinds of Northern Virginia, VA	2016	3	2	$421,547.53	$843,095.06
Bloomin' Blinds of Sprinfield, MO	2016	1	1	$401,924.55	$401,924.55
Bloomin' Blinds of Augusta/Columbia, GA	2016	2	2	$521,914.50	$1,043,829.00
Bloomin' Blinds of Fargo, ND	2016	1	1	$236,414.24	$236,414.24
Bloomin' Blinds of Boulder, CO	2017	1	2	$294,534.05	$589,068.10
Bloomin' Blinds of Clarksville, TN	2017	1	1	$365,192.27	$365,192.27
Bloomin' Blinds of Coastal Carolinas, SC	2017	2	2	$493,381.38	$986,762.76
Bloomin' Blinds of Colorado Springs, CO	2017	1	1	$318,553.86	$318,553.86
Bloomin' Blinds of East Dallas, TX	2017	1	1	$581,625.08	$581,625.08
Bloomin' Blinds of Flower Mound/Denton, TX	2017	2	1	$515,890.76	$515,890.76
Bloomin' Blinds of North Dallas, TX	2017	1	3	$455,325.05	$1,365,975.16
Bloomin' Blinds of Franklin, TN	2017	1	1	$195,848.19	$195,848.19
Bloomin' Blinds of Long Island, NY	2018	2	1	$551,172.93	$551,172.93
Bloomin' Blinds of North Hollywood, CA	2018	1	1	$402,259.86	$402,259.86
Bloomin' Blinds of S Palm Beach, FL	2018	1	1	$190,731.58	$190,731.58
Bloomin' Blinds of Tampa, FL	2018	4	2	$310,460.09	$620,920.17
Bloomin' Blinds of The Woodlands, TX	2018	1	1	$448,620.13	$448,620.13
Bloomin' Blinds of Choctaw, OK	2019	1	1	$547,792.87	$547,792.87
Bloomin' Blinds of Fresno, CA	2019	1	1	$750,948.57	$750,948.57
Bloomin' Blinds of Highlands Ranch, CO	2019	1	1	$254,794.77	$254,794.77
Bloomin' Blinds of North Milwaukee, WI	2019	1	1	$302,679.03	$302,679.03
Bloomin' Blinds of Northwest San Antonio, TX	2019	1	3	$468,285.98	$1,404,857.95
Bloomin' Blinds of San Jose, CA	2019	1	1	$296,392.36	$296,392.36
Bloomin' Blinds of Aurora, CO	2020	1	1	$307,279.90	$307,279.90
Bloomin' Blinds of Birmingham, AL	2020	1	3	$594,638.04	$1,783,914.11
Bloomin' Blinds of Farmington Hills, MI	2020	1	1	$508,375.36	$508,375.36
Bloomin' Blinds of Redondo Beach, CA	2020	1	1	$316,033.09	$316,033.09
Bloomin' Blinds of Richmond, TX	2020	1	1	$313,180.22	$313,180.22
Bloomin' Blinds of Rochester Hills, MI	2020	1	1	$676,570.35	$676,570.35
Bloomin' Blinds of Temecula, CA	2020	1	1	$925,527.77	$925,527.77

Bloomin' Blinds of Tucson, AZ	2020	1	1	$506,206.13	$506,206.13
Bloomin' Blinds of Ventrua Co, CA	2020	1	1	$288,672.34	$288,672.34
Bloomin' Blinds of St Paul, MN	2020	1	1	$150,140.14	$150,140.14
Bloomin' Blinds of Austin, TX	2021	9	2	$615,572.29	$1,231,144.58
Bloomin' Blinds of the SeaCoast, NH	2021	1	1	$212,233.88	$212,233.88
Bloomin' Blinds of Weston/Davie, FL	2021	1	1	$253,203.87	$253,203.87
Bloomin' Blinds of Wichita, KS	2021	1	1	$634,215.55	$634,215.55
Bloomin' Blinds of Dothan, AL	2021	1	1	$299,897.99	$299,897.99
Bloomin' Blinds of N Utah Co, UT	2021	1	1	$265,632.72	$265,632.72

Average	$428,945.46	$580,529.14
Median	$402,092.21	$452,003.32

For purposes of this table, the “# of Vans” represents the number of vans operated by each franchisee’s business for the majority of the 2022 Reporting Period.

Table 2-Total Sales 2022 Reporting Period

The following table shows the historical reported information for the average, median, low and high annual Total Sales for the 44 Operational Franchise Outlets who were open and operating for the entire 2022 Reporting Period.

The top row contains information for those 15 Operational Franchise Outlets with the highest Total Sales for the 2022 Reporting Period. The next row contains information for those 14 Operational Franchise Outlets with the next highest Total Sales during the 2022 Reporting Period. The bottom row contains information for those 15 Operational Franchise Outlets with the lowest Total Sales during the 2022 Reporting Period.

Total Sales	Highest	Lowest	Average	Median
Top Third – 15 Operational Franchise Outlets	$1,951,547.98	$589,068.10	$1,057,741.22	$956,145.27
Middle Third - 14 Operational Franchise Outlets	$581,625.08	$351,719.53	$466,658.36	$479,955.92
Bottom Third – 15 Operational Franchise Outlets	$318,553.86	$150,140.14	$262,605.51	$277,152.53

Table 3—2022 Summary Income Statement (Averages and Medians) for All Reporting Outlets

The following is a summary income statement, both averages and medians, for the 38 Operational Franchise Outlets who provided us with their summary income statements for the 2022 Reporting Period (the "Reporting Outlets"). These outlets are all of the Operational Franchise Outlets except for Fargo ND; Franklin TN; San Jose CA: St. Paul MN; Dothan AL; and N. Utah Co. UT.

	Average[1]	% of Average Total Sales[2]	Median[3]	% of Median Total Sales[4]
Total Sales	**$642,644.30**	**100%**	**$511,048.45**	**100%**
Cost of Goods Sold				
Contract Labor	$4,285.69	0.67%	$237.50	0.05%
Materials	$316,923.65	49.32%	$254,378.39	49.78%
Equipment Rental and Tools	$3,165.74	0.49%	$1,770.11	0.35%
Total Cost of Goods Sold	$324,375.08	50.48%	$256,386.00	50.17%
Gross Profit[5]	**$318,269.22**	**49.52%**	**$254,662.45**	**49.83%**
Certain Marketing & Operation Expenses				
Local Marketing	$31,996.75	4.98%	$29,427.80	5.76%
Royalties	$32,779.66	5.10%	$27,566.95	5.39%
National Marketing Fund	$12,239.80	1.90%	$10,107.31	1.98%
Payroll	$28,337.86	4.41%	$3,120.76	0.61%
Office Supplies, Uniform	$1,748.67	0.27%	$1,314.84	0.26%
Vehicle Expense	$14,465.83	2.25%	$12,126.24	2.37%
Bank Charges and Merchant Fees	$9,537.79	1.48%	$5,920.21	1.16%
Insurance	$5,166.45	0.80%	$3,536.01	0.69%
Licenses & Permits	$403.47	0.06%	$0.00	0.00%
Rent& Utilities	$4,617.39	0.72%	$1,844.45	0.36%
IT & Telephone	$4,958.04	0.77%	$3,967.80	0.78%
Total for Certain Marketing & Operation Expenses	**$146,251.71**	**22.76%**	**$98,932.34**	**19.36%**
Adjusted Earnings[6]	**$172,017.51**	**26.77%**	**$155,730.11**	**30.47%**

NOTES

1 This column represents the average for each row of the Reporting Outlets for the 2022 Reporting Period.

2 This column shows the percentage of the Average Total Sales that each row's average represents.

3 This row represents the median for each row of the Reporting Outlets for the 2022 Reporting Period. For example, the median Gross Profits equals the median Gross Profit, not the median of Total Sales minus the median of the Total Cost of Goods Sold.

4 This column shows the percentage of the Median Revenue that each row's average represents.

5 "Gross Profits" equals Total Sales less Total Cost of Goods Sold.

6 For the median, this row represents the median Total for Certain Marketing & Operation Expenses for the Reporting Outlets, it is not the sum of the medians for each Marketing & Operation Expenses listed in the table above.

7 Adjusted Earnings for a particular Reporting Outlet is the Gross Profits minus the Total for Certain Marketing & Operation Expenses for that outlet. Among the "excluded expenses" are interest; consulting fees; federal, state, and local taxes; depreciation; amortization costs; and other miscellaneous costs that certain franchisees may have incurred; these items will reduce profits. This is not the same as "net income" or "net profit" of the business.

Table 4—2022 Summary Income Statement (Averages and Medians) for Reporting Outlets with One Van

The following is a summary income statement, both averages and medians, for the 28 Reporting Outlets which had only one van operational during the majority of the 2022 Reporting Period.

	Average[1]	% of Average Total Sales[2]	Median[3]	% of Median Total Sales[4]
Total Sales	**$435,156.92**	**100%**	**$397,225.13**	**100%**
Cost of Goods Sold				
Contract Labor	$2,780.10	0.64%	$237.50	0.06%
Materials	$206,084.70	47.36%	$191,973.68	48.33%
Equipment Rental and Tools	$2,507.66	0.58%	$1,683.68	0.42%
Total Cost of Goods Sold	$211,372.46	48.57%	$193,894.86	48.81%
Gross Profit[5]	**$223,784.46**	**51.43%**	**$203,330.28**	**51.19%**
Certain Marketing & Operation Expenses				
Local Marketing	$24,770.35	5.69%	$26,246.80	6.61%
Royalties	$21,680.02	4.98%	$18,432.52	4.64%
National Marketing Fund	$7,854.25	1.80%	$6,702.73	1.69%
Payroll	$9,840.88	2.26%	$0.00	0.00%
Office Supplies, Uniform	$1,174.65	0.27%	$981.34	0.25%
Vehicle Expense	$9,781.21	2.25%	$10,083.93	2.54%
Bank Charges and Merchant Fees	$5,381.43	1.24%	$4,398.32	1.11%
Insurance	$4,320.28	0.99%	$3,397.07	0.86%
Licenses & Permits	$279.66	0.06%	$0.00	0.00%
Rent& Utilities	$1,767.54	0.41%	$727.82	0.18%
IT & Telephone	$3,832.94	0.88%	$3,686.15	0.93%
Total for Certain Marketing & Operation Expenses	**$90,683.22**	**20.84%**	**$74,656.66**	**18.79%**
Adjusted Earnings[6]	**$133,101.25**	**30.59%**	**$128,673.61**	**32.39%**

NOTES

1 This column represents the average for each row for the 28 Reporting Outlets which had only one van operational during the majority of the 2022 Reporting Period.

2 This column shows the percentage of the Average Total Sales that each row's average represents.

3 This row represents the median for each row of the 28 Reporting Outlets which had only one van operational during the majority of the 2022 Reporting Period. For example, the median Gross Profits equals the median Gross Profit, not the median of Total Sales minus the median of the Total Cost of Goods Sold.

4 This column shows the percentage of the Median Total Sales that each row's average represents.

5 "Gross Profits" equals Total Sales less Total Cost of Goods Sold.

6 For the median, this row represents the median Total for Certain Marketing & Operation Expenses for the Reporting Outlets, it is not the sum of the medians for each Marketing & Operation Expenses listed in the table above.

7 Adjusted Earnings for a particular Reporting Outlet is the Gross Profits minus the Total for Certain Marketing & Operation Expenses for that outlet. Among the "excluded expenses" are interest; consulting fees; federal, state, and local taxes; depreciation; amortization costs; and other miscellaneous costs that certain franchisees may have incurred; these items will reduce profits. This is not the same as "net income" or "net profit" of the business.

Table 5—2022 Summary Income Statement (Averages and Medians) for Reporting Outlets with More than One Van

The following is a summary income statement, both averages and medians, for the 10 Reporting Outlets which had more than one van operational during the majority of the 2022 Reporting Period.

	Average[1]	% of Average Total Sales [2]	Median[3]	% of Median Total Sales [4]
Total Sales	**$1,182,111.49**	**100%**	**$1,137,486.79**	**100%**
Cost of Goods Sold				
Contract Labor	$8,765.33	0.74%	$7,367.50	0.65%
Materials	$605,104.93	51.19%	$596,622.14	52.45%
Equipment Rental and Tools	$4,876.74	0.41%	$3,878.72	0.34%
Total Cost of Goods Sold	$618,747.00	52.34%	$607,868.36	53.44%
Gross Profit[5]	**$563,364.49**	**47.66%**	**$529,618.43**	**46.56%**
Certain Marketing & Operation Expenses				
Local Marketing	$50,785.39	4.30%	$54,845.94	4.82%
Royalties	$62,315.28	5.27%	$62,561.77	5.50%
National Marketing Fund	$23,642.23	2.00%	$22,749.74	2.00%
Payroll	$76,429.99	6.47%	$54,374.76	4.78%
Office Supplies, Uniform	$3,241.13	0.27%	$2,746.52	0.24%
Vehicle Expense	$26,645.85	2.25%	$28,631.99	2.52%
Bank Charges and Merchant Fees	$20,344.32	1.72%	$22,766.85	2.00%
Insurance	$7,366.47	0.62%	$7,153.20	0.63%
Licenses & Permits	$725.38	0.06%	$33.89	0.00%
Rent& Utilities	$12,027.01	1.02%	$7,329.32	0.64%
IT & Telephone	$7,883.31	0.67%	$7,987.43	0.70%
Total for Certain Marketing & Operation Expenses	**$291,406.34**	**24.65%**	**$271,181.39**	**23.84%**
Adjusted Earnings[6]	**$271,958.15**	**23.01%**	**$258,437.04**	**22.72%**

NOTES

1 This column represents the average for each row for the 10 Reporting Outlets which had more than one van operational during the majority of the 2022 Reporting Period.

2 This column shows the percentage of the Average Total Sales that each row's average represents.

3 This row represents the median for each row of the 10 Reporting Outlets which had more than one van operational during the majority of the 2022 Reporting Period. For example, the median Gross Profits equals the median Gross Profit, not the median of Total Sales minus the median of the Total Cost of Goods Sold.

4 This column shows the percentage of the Median Total Sales that each row's average represents.

5 "Gross Profits" equals Total Sales less Total Cost of Goods Sold.

6 For the median, this row represents the median Total for Certain Marketing & Operation Expenses for the Reporting Outlets, it is not the sum of the medians for each Marketing & Operation Expenses listed in the table above.

7 Adjusted Earnings for a particular Reporting Outlet is the Gross Profits minus the Total for Certain Marketing & Operation Expenses for that outlet. Among the "excluded expenses" are interest; consulting fees; federal, state, and local taxes; depreciation; amortization costs; and other miscellaneous costs that certain franchisees may have incurred; these items will reduce profits. This is not the same as "net income" or "net profit" of the business.

Table 6—2022 Summary Income Statement (Averages and Medians) for Top Third of Reporting Outlets

The following is a summary income statement, both averages and medians, for the top one-third of Reporting Outlets (constituting of 12 Reporting Outlets and based on Total Sales) during the 2022 Reporting Period.

	Average[1]	% of Average Total Sales [2]	Median[3]	% of Median Total Sales [4]
Total Sales	**$1,133,199.07**	**100%**	**$1,015,295.88**	**100%**
Cost of Goods Sold				
Contract Labor	$7,029.27	0.62%	$1,725.00	0.17%
Materials	$556,374.07	49.10%	$559,529.20	55.11%
Equipment Rental and Tools	$4,460.10	0.39%	$1,757.51	0.17%
Total Cost of Goods Sold	$567,863.45	50.11%	$563,011.71	55.45%
Gross Profit[5]	**$565,335.63**	**49.89%**	**$452,284.18**	**44.55%**
Certain Marketing & Operation Expenses				
Local Marketing	$46,851.58	4.13%	$48,999.51	4.83%
Royalties	$60,075.24	5.30%	$55,841.27	5.50%
National Marketing Fund	$22,663.98	2.00%	$20,305.92	2.00%
Payroll	$66,650.56	5.88%	$50,263.34	4.95%
Office Supplies, Uniform	$2,734.40	0.24%	$2,699.34	0.27%
Vehicle Expense	$25,624.05	2.26%	$23,826.08	2.35%
Bank Charges and Merchant Fees	$18,105.81	1.60%	$18,603.98	1.83%
Insurance	$6,944.77	0.61%	$6,817.98	0.67%
Licenses & Permits	$877.69	0.08%	$86.66	0.01%
Rent& Utilities	$10,918.73	0.96%	$6,097.71	0.60%
IT & Telephone	$8,327.53	0.73%	$7,825.31	0.77%
Total for Certain Marketing & Operation Expenses	**$269,774.34**	**23.81%**	**$241,367.08**	**23.77%**
Adjusted Earnings[6]	**$295,561.29**	**26.08%**	**$210,917.10**	**20.77%**

NOTES

1 This column represents the average for each row for the top one-third of Reporting Outlets for the 2022 Reporting Period.

2 This column shows the percentage of the Average Total Sales that each row's average represents.

3 This row represents the median for each row of the top one-third of Reporting Outlets for the 2022 Reporting Period. For example, the median Gross Profits equals the median Gross Profit, not the median of Total Sales minus the median of the Total Cost of Goods Sold.

4 This column shows the percentage of the Median Total Sales that each row's average represents.

5 "Gross Profits" equals Total Sales less Total Cost of Goods Sold.

6 For the median, this row represents the median Total for Certain Marketing & Operation Expenses for the top one-third of Reporting Outlets for the 2022 Reporting Period, it is not the sum of the medians for each Marketing & Operation Expenses listed in the table above.

7 Adjusted Earnings for a particular Reporting Outlet is the Gross Profits minus the Total for Certain Marketing & Operation Expenses for that outlet. Among the "excluded expenses" are interest; consulting fees; federal, state, and local taxes; depreciation; amortization costs; and other miscellaneous costs that certain franchisees may have incurred; these items will reduce profits. This is not the same as "net income" or "net profit" of the business.

Table 7—2022 Summary Income Statement (Averages and Medians) for Middle Third of Reporting Outlets

The following is a summary income statement, both averages and medians, for the middle one-third of Reporting Outlets (constituting of 13 Reporting Outlets and based on Total Sales) during the 2022 Reporting Period.

	Average[1]	% of Average Total Sales [2]	Median[3]	% of Median Total Sales [4]
Total Sales	**$515,455.08**	**100%**	**$515,890.76**	**100%**
Cost of Goods Sold				
Contract Labor	$5,158.99	1.00%	$3,484.50	0.68%
Materials	$252,461.89	48.98%	$270,749.24	52.48%
Equipment Rental and Tools	$2,464.26	0.48%	$1,862.22	0.36%
Total Cost of Goods Sold	$260,085.14	50.46%	$276,095.96	53.52%
Gross Profit[5]	**$255,369.94**	**49.54%**	**$239,794.80**	**46.48%**
Certain Marketing & Operation Expenses				
Local Marketing	$26,558.80	5.15%	$23,109.55	4.48%
Royalties	$22,912.42	4.45%	$27,748.89	5.38%
National Marketing Fund	$8,555.45	1.66%	$10,124.12	1.96%
Payroll	$11,713.67	2.27%	$1,538.46	0.30%
Office Supplies, Uniform	$1,534.01	0.30%	$1,313.74	0.25%
Vehicle Expense	$10,825.04	2.10%	$12,022.07	2.33%
Bank Charges and Merchant Fees	$7,972.88	1.55%	$6,864.25	1.33%
Insurance	$6,007.72	1.17%	$4,593.80	0.89%
Licenses & Permits	$80.89	0.02%	$0.00	0.00%
Rent& Utilities	$1,138.85	0.22%	$151.00	0.03%
IT & Telephone	$3,046.02	0.59%	$2,528.61	0.49%
Total for Certain Marketing & Operation Expenses	**$100,345.72**	**19.47%**	**$89,994.50**	**17.44%**
Adjusted Earnings[6]	**$155,024.22**	**30.08%**	**$149,800.30**	**29.04%**

NOTES

1 This column represents the average for each row for the middle one-third of Reporting Outlets for the 2022 Reporting Period.

2 This column shows the percentage of the Average Total Sales that each row's average represents.

3 This row represents the median for each row of the middle one-third of Reporting Outlets for the 2022 Reporting Period. For example, the median Gross Profits equals the median Gross Profit, not the median of Total Sales minus the median of the Total Cost of Goods Sold.

4 This column shows the percentage of the Median Total Sales that each row's average represents.

5 "Gross Profits" equals Total Sales less Total Cost of Goods Sold.

6 For the median, this row represents the median Total for Certain Marketing & Operation Expenses for the middle one-third of Reporting Outlets for the 2022 Reporting Period, it is not the sum of the medians for each Marketing & Operation Expenses listed in the table above.

7 Adjusted Earnings for a particular Reporting Outlet is the Gross Profits minus the Total for Certain Marketing & Operation Expenses for that outlet. Among the "excluded expenses" are interest; consulting fees; federal, state, and local taxes; depreciation; amortization costs; and other miscellaneous costs that certain franchisees may have incurred; these items will reduce profits. This is not the same as "net income" or "net profit" of the business.

Table 8—2022 Summary Income Statement (Averages and Medians) for Bottom Third of Reporting Outlets

The following is a summary income statement, both averages and medians, for the bottom one-third of Reporting Outlets (constituting of 13 Reporting Outlets and based on Total Sales) during the 2022 Reporting Period.

	Average[1]	% of Average Total Sales [2]	Median[3]	% of Median Total Sales [4]
Total Sales	**$297,446.16**	**100%**	**$307,279.90**	**100%**
Cost of Goods Sold				
Contract Labor	$1,448.89	0.49%	$0.00	0.00%
Materials	$150,437.06	50.58%	$156,946.30	51.08%
Equipment Rental and Tools	$2,564.51	0.86%	$1,505.13	0.49%
Total Cost of Goods Sold	$154,450.46	51.93%	$158,451.43	51.57%
Gross Profit[5]	**$142,995.70**	**48.07%**	**$148,828.47**	**48.43%**
Certain Marketing & Operation Expenses				
Local Marketing	$22,885.95	7.69%	$25,079.00	8.16%
Royalties	$15,932.93	5.36%	$16,883.26	5.49%
National Marketing Fund	$5,735.00	1.93%	$5,884.61	1.92%
Payroll	$7,038.91	2.37%	$0.00	0.00%
Office Supplies, Uniform	$1,020.41	0.34%	$905.84	0.29%
Vehicle Expense	$7,246.61	2.44%	$7,325.22	2.38%
Bank Charges and Merchant Fees	$2,952.99	0.99%	$3,067.00	1.00%
Insurance	$2,813.07	0.95%	$3,001.14	0.98%
Licenses & Permits	$238.69	0.08%	$83.00	0.03%
Rent& Utilities	$1,744.16	0.59%	$1,926.00	0.63%
IT & Telephone	$3,465.62	1.17%	$3,585.35	1.17%
Total for Certain Marketing & Operation Expenses	**$71,074.34**	**23.89%**	**$67,740.42**	**22.05%**
Adjusted Earnings[6]	**$71,921.36**	**24.18%**	**$81,088.05**	**26.39%**

NOTES

1 This column represents the average for each row for the bottom one-third of Reporting Outlets for the 2022 Reporting Period.

2 This column shows the percentage of the Average Total Sales that each row's average represents.

3 This row represents the median for each row of the bottom one-third of Reporting Outlets for the 2022 Reporting Period. For example, the median Gross Profits equals the median Gross Profit, not the median of Total Sales minus the median of the Total Cost of Goods Sold.

4 This column shows the percentage of the Median Total Sales that each row's average represents.

5 "Gross Profits" equals Total Sales less Total Cost of Goods Sold.

6 For the median, this row represents the median Total for Certain Marketing & Operation Expenses for the bottom one-third of Reporting Outlets for the 2022 Reporting Period, it is not the sum of the medians for each Marketing & Operation Expenses listed in the table above.

7 Adjusted Earnings for a particular Reporting Outlet is the Gross Profits minus the Total for Certain Marketing & Operation Expenses for that outlet. Among the "excluded expenses" are interest; consulting fees; federal, state, and local taxes; depreciation; amortization costs; and other miscellaneous costs that certain franchisees may have incurred; these items will reduce profits. This is not the same as "net income" or "net profit" of the business.

Table 9-Gross Profit Margin 2022 Reporting Period

The following table shows the historical reported information for the average, median, low and high annual Gross Profit Margin for the 38 Reporting Outlets who were open and operating for the entire 2022 Reporting Period.

The top row contains information for those 12 Reporting Outlets with the highest Total Sales for the 2022 Reporting Period. The next row contains information for those 13 Reporting Outlets with the next highest Total Sales during the 2022 Reporting Period. The bottom row contains information for those 13 Reporting Outlets with the lowest gross revenues during the 2022 Reporting Period.

Gross Profit Margin	Highest	Lowest	Average	Median
Top Third - 12 Reporting Outlets	84.32%	29.74%	49.76%	47.23%
Middle Third – 13 Reporting Outlets	88.00%	38.33%	50.37%	46.99%
Bottom Third – 13 Reporting Outlets	71.50%	33.90%	48.52%	46.77%

For this table, "Gross Profit Margin" means the percentage of Total Sales remaining after reducing Total Cost of Goods Sold.

Table 10—2022 Reporting Period Sales By Category of Goods and Services

The following table shows the historical reported information for the number of invoices, percentages of total invoices, average and median values of the invoices, and percentage of Total Sales for the 38 Reporting Outlets who were open and operating for the entire 2022 Reporting Period.

Sales Category	Number of Invoices	Percentage of Invoices	Average Value of Invoices	Median Value of Invoices	Percentage of Total Sales
Blinds & Shades	8,216	55%	$2,267.36	$2,573.35	73%
Shutters	2,520	17%	$3,535.43	$1,402.07	24%
Repairs	4,263	28%	$183.05	$130.77	3%
Totals	**14,999**	**100%**			**100%**

Table 11—2022 Reporting Period Appointment Information

The following table shows the historical reported information for the total number of appointments and financial transactions, as well as similar information for the 38 Reporting Outlets who were open and operating for the entire 2022 Reporting Period.

Number of appointments	Number of financial transactions	Average Value of All Invoices	Median Value of Invoices
21,047	14,999	$1,762.35	$699.00

Table 12—Total Sales and Year-Over-Year Total Sales for Operational Franchise Outlets Open Throughout 2021 Reporting Period and 2022 Reporting Period[1]

The following table shows the historical reported information for the annual Total Sales for the 38 Operational Franchise Outlets who were open and operating for the entire 2021 Reporting Period and for the entire 2022 Reporting Period.

Location	2021 Total Sales	2022 Total Sales	YOY Sales Growth[1]	YOY %[2]
Bloomin' Blinds of Bellevue, WA	$167,683.96	$351,719.53	$184,035.57	110%
Bloomin' Blinds of Birmingham, AL	$868,534.56	$1,783,914.11	$915,379.55	105%
Bloomin' Blinds of Redondo Beach, CA	$167,913.20	$316,033.09	$148,119.89	88%
Bloomin' Blinds of Temecula, CA	$546,241.42	$925,527.77	$379,286.35	69%
Bloomin' Blinds of Choctaw, OK	$323,656.76	$547,792.87	$224,136.11	69%
Bloomin' Blinds of Rochester Hills, MI	$424,968.57	$676,570.35	$251,601.78	59%
Bloomin' Blinds of Flower Mound/Denton, TX	$354,704.27	$515,890.76	$161,186.49	45%
Bloomin' Blinds of Contra Costa/Alameda Counties, CA	$322,333.95	$454,886.51	$132,552.56	41%
Bloomin' Blinds of Farmington Hills, MI	$361,620.77	$508,375.36	$146,754.59	41%
Bloomin' Blinds of Boulder, CO	$426,403.42	$589,068.10	$162,664.68	38%
Bloomin' Blinds of Tampa, FL	$465,909.22	$620,920.17	$155,010.95	33%
Bloomin' Blinds of Charleston, SC	$309,122.93	$392,525.71	$83,402.78	27%
Bloomin' Blinds of Northwest San Antonio, TX	$1,108,788.88	$1,404,857.95	$296,069.07	27%
Bloomin' Blinds of Fort Worth, TX	$400,457.17	$504,525.33	$104,068.16	26%
Bloomin' Blinds of Coastal Carolinas, SC	$790,351.66	$986,762.76	$196,411.10	25%
Bloomin' Blinds of Aurora, CO	$250,367.87	$307,279.90	$56,912.03	23%
Bloomin' Blinds of Richmond, TX	$259,656.78	$313,180.22	$53,523.44	21%
Bloomin' Blinds of Austin, TX	$1,036,809.25	$1,231,144.58	$194,335.33	19%
Bloomin' Blinds of Clarksville, TN	$310,998.78	$365,192.27	$54,193.49	17%

Bloomin' Blinds of North Dallas, TX	$1,183,194.07	$1,365,975.16	$182,781.09	15%
Bloomin' Blinds of Springfield, MO	$350,959.84	$401,924.55	$50,964.71	15%
Bloomin' Blinds of Celina, TX	$1,766,053.29	$1,951,547.98	$185,494.69	11%
Bloomin Blinds of Augusta/Columbia, GA	$964,667.89	$1,043,829.00	$79,161.11	8%
Bloomin' Blinds of Tucson, AZ	$468,285.33	$506,206.13	$37,920.80	8%
Bloomin' Blinds of Colorado Springs, CO	$304,169.76	$318,553.86	$14,384.10	5%
Bloomin' Blinds of East Dallas, TX	$559,179.40	$581,625.08	$22,445.68	4%
Bloomin' Blinds of North Milwaukee, WI	$291,707.28	$302,679.03	$10,971.75	4%
Bloomin' Blinds of Ventura Co, CA	$279,671.41	$288,672.34	$9,000.93	3%
Bloomin' Blinds of Highlands Ranch, CO	$251,394.63	$254,794.77	$3,400.14	1%
Bloomin' Blinds of Long Island, NY	$556,855.40	$551,172.93	-$5,682.47	-1%
Bloomin' Blinds of North Hollywood, CA	$414,335.71	$402,259.86	-$12,075.85	-3%
Bloomin' Blinds of The Woodlands, TX	$472,210.01	$448,620.13	-$23,589.88	-5%
Bloomin' Blinds of Fresno, CA	$878,839.90	$750,948.57	-$127,891.33	-15%
Bloomin' Blinds of S Palm Beach, FL	$275,409.87	$190,731.58	-$84,678.29	-31%
Bloomin' Blinds of Northern Virginia, VA	$1,220,889.36	$843,095.06	-$377,794.30	-31%

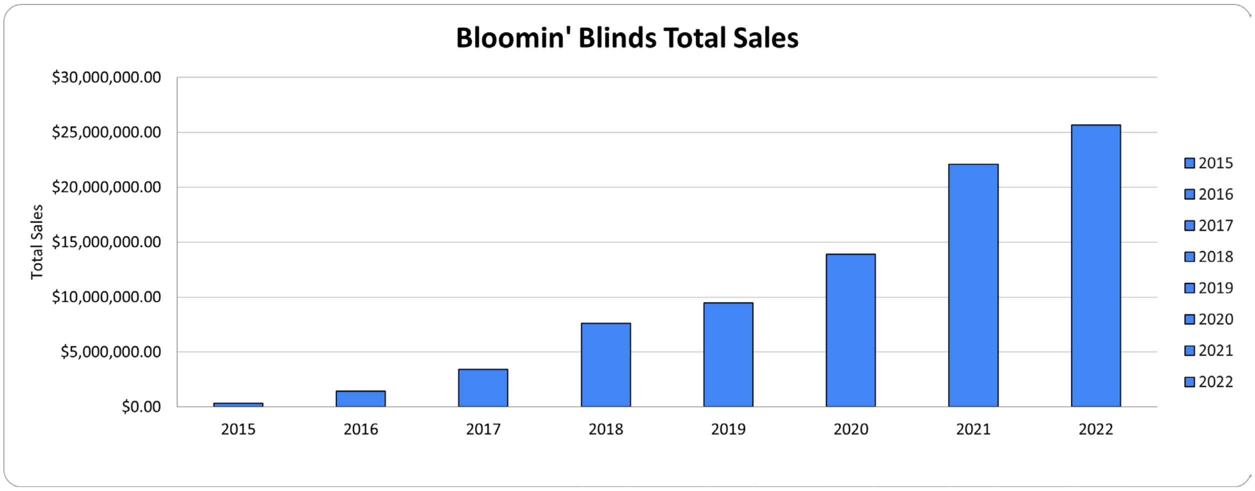
Average YOY% Growth	21.33%
Median YOY% Growth	15%

[1] "YOY Sales Growth is the amount by which the Franchise Outlet's Total Sales for the 2022 Reporting Period exceeded (or was less than) its Total Sales for the 2021 Reporting Period.

[2] "YOY %" is the percentage by which the Franchise Outlet's Total Sales for the 2022 Reporting Period exceeded (or was less than) its Total Sales for the 2021 Reporting Period.

Table 13—Total Sales For All Franchised Outlets

The following graph and chart reflect the total amount of Total Sales for all franchised units open during the listed calendar year, regardless of whether that unit was open throughout that year.



Year	2015	2016	2017	2018	2019	2020	2021	2022
Total Sales	$324,042	$1,439,740	$3,420,728	$7,614,047	$9,450,125	13,901,242	$22,107,565	$25,664,372
Franchise territories at the end of the year	12	27	37	55	53	62	70	96

Of the outlets represented in the sample, all outlets (100%) met the stated results in the tables above.

Written substantiation for the financial performance representation will be made available to the prospective franchisee upon reasonable request.

Some outlets have earned this amount. Your individual results may differ. There is no assurance you'll earn as much.

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

Other than the preceding financial performance representations, we do 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 Kelsey Stuart, 5360 Legacy Dr., Suite 155, Plano, TX 75024, and 214-995-1062, the Federal Trade Commission, and the appropriate state regulatory agencies.

Item 20
OUTLETS AND FRANCHISEE INFORMATION

Table 1
Systemwide Outlet Summary
For Years 2020 to 2022

Column 1 Outlet Type	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets at the End of the Year	Column 5 Net Change
Franchised*	2020	52	61	+9
	2021	61	61	0
	2022	61	88	+27
Company-Owned	2020	0	0	0
	2021	0	9	+9
	2022	9	9	0
Total Outlets	**2020**	**52**	**61**	**+9**
	2021	**61**	**70**	**+9**
	2022	**70**	**97**	**+27**

* For purposes of Item 20, each territory is listed as a separate outlet, even if there was one franchise agreement covering multiple territories.

Table 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2020 to 2022

Column 1 State	Column 2 Year	Column 3 Number of Transfers
North Carolina	2020	2
	2021	0
	2022	0
North Dakota	2020	0
	2021	1
	2022	0
Texas	2020	1
	2021	0
	2022	1
Total	**2020**	**3**
	2021	**1**
	2022	**1**

Table 3
Status of Franchised Outlets
For Years 2020 to 2022

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
Alabama	2020	0	1	0	0	0	0	1
	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Arizona	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	6	0	0	0	0	7
California	2020	6	3	0	0	0	1	8

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
	2021	8	0	0	0	0	0	8
	2022	8	0	0	0	0	1	7
Colorado	2020	3	2	0	0	0	0	5
	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
Florida	2020	3	3	0	0	0	0	6
	2021	6	4	0	0	0	1	9
	2022	9	4	0	0	0	2*	11
Georgia	2020	6	0	0	0	0	5	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Idaho	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	3	0	0	0	0	3
Indiana	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	3*	0	0	0	1*	2
Kansas	2020	1	0	0	0	0	0	1
	2021	1	1	0	0	0	1	1
	2022	1	0	0	0	0	0	1
Louisiana	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
Michigan	2020	0	2	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
Minnesota	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
	2022	1	0	0	0	0	0	1
Missouri	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	1	1
	2022	1	2	0	0	0	0	3
Nebraska	2020	0	0	0	0	0	0	0
	2021	0	0	0	0	0	0	0
	2022	0	3	0	0	0	0	3
New Hampshire	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	0	0	0	0	0	1
New York	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	2	0
North Carolina	2020	3	0	1	0	0	0	2
	2021	2	0	0	0	0	2	0
	2022	0	3	0	0	0	0	3
North Dakota	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Oklahoma	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Oregon	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	1	0
Pennsylvania	2020	0	1	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	4	0	0	0	1	4

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Termi-Nations	Column 6 Non-Renewals	Column 7 Reacquired by Franchisor	Column 8 Ceased Operations – Other Reasons	Column 9 Outlets at End of the Year
South Carolina	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	4	0	0	0	2	5
South Dakota	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	1	0
	2022	0	0	0	0	0	0	0
Tennessee	2020	2	0	0	0	0	0	2
	2021	2	0	0	0	0	0	2
	2022	2	3	0	0	0	0	5
Texas	2020	13	2	0	0	0	1	14
	2021	14	0	0	0	1	1	12
	2022	12	1	0	0	0	3	10
Utah	2020	0	0	0	0	0	0	0
	2021	0	1	0	0	0	0	1
	2022	1	3	0	0	0	0	4
Virginia	2020	3	0	0	0	0	0	3
	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
Washington	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Wisconsin	2020	1	0	0	0	0	0	1
	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
Totals	**2020**	**52**	**17**	**1**	**0**	**0**	**7**	**61**
	2021	**61**	**8**	**0**	**0**	**1**	**7**	**61**
	2022	**61**	**40**	**0**	**0**	**0**	**13**	**88**

* During 2022, a franchisee with a Florida territory, moved his territory to Indiana and then closed his Indiana territory shortly after moving there. For purposes of this table, we are treating that move as if a Florida outlet closed and an Indiana outlet both opened and closed.

Table 4
Status of Company-Owned Outlets
For Years 2020 to 2022

Column 1 State	Column 2 Year	Column 3 Outlets at the Start of the Year	Column 4 Outlets Opened	Column 5 Outlets Reacquired from Franchisee	Column 6 Outlets Closed	Column 7 Outlets Sold to Franchisee	Column 8 Outlets at End of the Year
Texas	2020	0	0	0	0	0	0
	2021	0	8	1	0	0	9
	2022	9	0	0	0	0	9
Totals	**2020**	**0**	**0**	**0**	**0**	**0**	**0**
	2021	**0**	**8**	**1**	**0**	**0**	**9**
	2022	**9**	**0**	**0**	**0**	**0**	**9**

Table 5
Projected Openings as of December 31, 2022

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in The Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Arizona	0	3	0
California	0	3	0
Florida	0	6	0
Georgia	0	3	0
Illinois	0	3	0
Michigan	0	2	0
Minnesota	0	2	0
Nevada	0	3	0
North Carolina	0	3	0
Ohio	0	3	0

Column 1 State	Column 2 Franchise Agreements Signed but Outlet Not Opened	Column 3 Projected New Franchised Outlets in The Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
South Carolina	0	0	0
Texas	0	2	0
Totals	**0**	**33**	**0**

Current Franchisees

Exhibit G contains the names of all current franchisees (as of the end of our last fiscal year) and the address and telephone number of each of their outlets.

Former Franchisees

Exhibit G contains the name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date.

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

Confidentiality Clauses

In the last three fiscal years, no franchisees have signed any contract, order, or settlement provision that directly or indirectly restricts a current or former franchisee from discussing his or her personal experience as a franchisee in our system with any prospective franchisee.

Franchisee Organizations

There are no trademark-specific franchisee organizations associated with our franchise system.

Item 21
FINANCIAL STATEMENTS

Exhibit E contains our audited financial statements for years ending December 31, 2022; December 31, 2021; and December 31, 2020. Our fiscal year end is December 31.

Item 22
CONTRACTS

Copies of all proposed agreements regarding this franchise offering are attached as the following Exhibits:

B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Customer Service Center Agreement
D. Form of General Release
I. State Addenda to Franchise Agreement
J. EFT Authorization Form

Item 23
RECEIPTS

Detachable documents acknowledging your receipt of this disclosure document are attached as the last two pages of this disclosure document.

EXHIBIT A

STATE ADMINISTRATORS AND AGENTS FOR SERVICE OF PROCESS

We may register this Disclosure Document in some or all of the following states in accordance with the applicable state law. If and when we pursue franchise registration, or otherwise comply with the franchise investment laws, in these states, the following are the state administrators responsible for the review, registration, and oversight of franchises in each state and the state offices or officials that we will designate as our agents for service of process in those states:

State	State Administrator	Agent for Service of Process (if different from State Administrator)
California	Commissioner of Financial Protection and Innovation Department of Financial Protection and Innovation 2101 Arena Blvd. Sacramento, CA 95834 866-275-2677 www.dfpi.ca.gov Ask.DFPI@dfpi.ca.gov	
Hawaii	Department of Commerce and Consumer Affairs Business Registration Division Commissioner of Securities P.O. Box 40 Honolulu, HI 96810 (808) 586-2722	Commissioner of Securities Department of Commerce and Consumer Affairs Business Registration Division Securities Compliance Branch 335 Merchant Street, Room 203 Honolulu, HI 96813
Illinois	Franchise Bureau Office of Attorney General 500 South Second Street Springfield, IL 62706 (217) 782-4465	
Indiana	Franchise Section Indiana Securities Division Secretary of State Room E-111 302 W. Washington Street Indianapolis, IN 46204 (317) 232-6681	
Maryland	Office of the Attorney General Division of Securities 200 St. Paul Place Baltimore, MD 21202-2020 (410) 576-6360	Maryland Commissioner of Securities 200 St. Paul Place Baltimore, MD 21202-2020

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Michigan	Michigan Attorney General's Office Consumer Protection Division Attn: Franchise Section 525 W. Ottawa Street Williams Building, 1st Floor Lansing, MI 48933 (517) 373-7117	
Minnesota	Minnesota Department of Commerce Securities-Franchise Registration 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500	Commissioner of Commerce Minnesota Department of Commerce 85 7th Place East, Suite 280 St. Paul, MN 55101-2198 (651) 539-1500
New York	NYS Department of Law Investor Protection Bureau 28 Liberty St. 21st Floor New York, NY 10005 212-416-8222	Secretary of State 99 Washington Avenue Albany, NY 12231
North Dakota	North Dakota Securities Department 600 East Boulevard Ave., State Capital Fifth Floor, Dept. 414 Bismarck, ND 58505-0510 (701) 328-4712	
Oregon	Department of Consumer & Business Services Division of Finance and Corporate Securities Labor and Industries Building Salem, Oregon 97310 (503) 378-4140	
Rhode Island	Department of Business Regulation Securities Division 1511 Pontiac Avenue Building 68-2 Cranston, RI 02920-4407 (401) 462-9527	
South Dakota	Division of Insurance Securities Regulation 124 South Euclid Suite 104 Pierre, SD 57501-3185 (605) 773-3563	
Virginia	State Corporation Commission 1300 East Main Street 9th Floor Richmond, VA 23219 (804) 371-9051	Clerk of the State Corporation Commission 1300 East Main Street, 1st Floor Richmond, VA 23219

State	State Administrator	Agent for Service of Process (if different from State Administrator)
Washington	Department of Financial Institutions Securities Division P.O. Box 9033 Olympia, WA 98507 (360) 902-8760	Department of Financial Institutions Securities Division 150 Israel Rd SW Tumwater, WA 98501 (360) 902-8760
Wisconsin	Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, WI 53705 (608) 266-0448	Division of Securities Department of Financial Institutions 4822 Madison Yards Way Madison, WI 53705 (608) 261-7577

EXHIBIT B

FRANCHISE AGREEMENT

FRANCHISE AGREEMENT

SUMMARY PAGE		
1.	**Franchisee**	________________________________
2.	**Initial Franchise Fee**	$____________
3.	**Start-Up Expense Fee**	$____________
4.	**Business Location**	________________________________
5.	**Number of Territories**	________________________________
6.	**Territory or Territories**	(1)________________________________ (2) ________________________________ (3) ________________________________
7.	**Opening Deadline**	90 days after Effective Date
8.	**Principal Executive**	____________________
9.	**Franchisee's Address**	____

FRANCHISE AGREEMENT

This Agreement is made between Bloomin Blinds Franchise Corp, a Texas corporation ("BBF"), and Franchisee effective as of the date signed by BBF (the "Effective Date").

Background Statement:

A. BBF and its affiliates have created and own a system (the "System") for developing and operating a business that sells, installs and repairs window blinds, shades and shutters, under the trade name "Bloomin' Blinds".

B. The System includes (1) methods, procedures, and standards for developing and operating a Bloomin' Blinds business, (2) particular products and services, (3) the Marks, (4) training programs, (5) business knowledge, (6) marketing plans and concepts, and (7) other mandatory or optional elements as determined by BBF from time to time.

C. The parties desire that BBF license the Marks and the System to Franchisee for Franchisee to develop and operate a Bloomin' Blinds business on the terms and conditions of this Agreement.

ARTICLE 1. DEFINITIONS

"**Action**" means any action, suit, proceeding, claim, demand, governmental investigation, governmental inquiry, or judgment, or appeal thereof, whether formal or informal.

"**Advertising and Promotional Content**" means all advertising, marketing, promotional, customer relationship management, public relations, and other brand-related programs, materials, and content relating to Bloomin Blinds or the Business, including without limitation any printed materials (such as business cards, signs, counter cards, banners, posters, displays, window clings, leaflets, direct mail materials, coupons, and published advertisements); promotional items (such as branded specialty and novelty items, products, and clothing); audio or video advertising (such as radio, television, or podcast ads or online video postings); and Digital Marketing.

"**Approved Vendor**" means a supplier, vendor, or distributor of Inputs which has been approved by BBF.

"**Business**" means the Bloomin' Blinds business owned by Franchisee and operated under this Agreement.

"**Competitor**" means any business which sells, installs, or repairs window blinds, shutters, or shades.

"**Confidential Information**" means all non-public information of or about the System, BBF, and any Bloomin' Blinds business, including all methods for developing and operating the Business, and all non-public plans, data, financial information, processes, vendor pricing, supply systems, marketing systems, formulas, techniques, designs, layouts, operating procedures, customer data, information and know-how.

“Data Security Event” means any act, both actual or suspected, that initiates either internally or from outside the Business’ computers, point-of-sale terminals, and other technology or networked environment and violates any laws or explicit or implied security policies, including attempts (either failed or successful) to gain unauthorized access (or to exceed authorized access) to the System, other Bloomin Blinds businesses, or their data or to view, copy, or use Privacy Information or Confidential Information without authorization or in excess of authorization; unwanted disruption or denial or service; unauthorized use of a system for processing or storage of data; and changes to system hardware, firmware, or software characteristics without BBF’s knowledge, instruction, or consent.

“Digital Marketing” means social media accounts (such as Facebook, Twitter, Instagram, Pinterest, Snapchat, TikTok, etc.), applications, keyword or adword purchasing programs, accounts with websites featuring gift certificates or discounted coupons (such as Groupon, Living Social, etc.), mobile applications, online videos, display banner campaigns, branded content social media campaigns, e-mail marketing campaigns, search engine optimization campaigns, or other means of digital advertising on the Internet or any other means of digital or electronic communications that are intended to promote Bloomin Blinds and/or the Business.

“**Total Sales**” means the total dollar amount of all sales generated through the Business for a given period, including, but not limited to, payment for any services or products sold by Franchisee, whether for cash or credit. Total Sales does not include (i) bona fide refunds to customers, (ii) sales taxes collected by Franchisee, (iii) sales of used equipment not in the ordinary course of business, or (iv) sales of prepaid cards or similar products (but the redemption of any such card or product will be included in Total Sales).

“**Input**” means any goods, services, supplies, fixtures, equipment, inventory, computer hardware and software, real estate, or comparable items related to establishing or operating the Business.

“**Location**” means the location stated on the Summary Page.

“**Losses**” includes (but is not limited to) all losses; damages; fines; charges; expenses; lost profits; reasonable attorneys’ fees; travel expenses, expert witness fees; court costs; settlement amounts; judgments; loss of BBF’s reputation and goodwill; costs of or resulting from delays; financing; costs of advertising material and media time/space and the costs of changing, substituting or replacing the same; and any and all expenses of recall, refunds, compensation, public notices and other such amounts incurred in connection with the matters described.

“**Manual**” means BBF’s confidential Franchise Operations Manual(s), including any supplements, additions, or revisions from time to time, which may be in any form or media.

“**Marketing Fund**” means the fund established (or which may be established) by BBF into which Marketing Fund Contributions are deposited.

“**Marks**” means the trade name and logo contained on the Summary Page, and all other trade names, trademarks, service marks and logos specified by BBF from time to time for use in a Bloomin’ Blinds business.

"**Owner**" means each person or entity which directly or indirectly owns or controls any equity of Franchisee. If Franchisee is an individual person, then "Owner" means Franchisee.

"**Privacy Information**" means all information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household. Privacy Information includes but is not limited to, the following if it identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household: identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number, driver's license or state identification card number, passport number, signature, physical characteristics or description, telephone number, insurance policy number, bank account number, credit card number, debit card number or any other financial information, medical information or health insurance information; characteristics of protected classifications under state or federal law; commercial information, including records of personal property, products or services purchased, obtained or considered, or other purchasing or consuming histories or tendencies; biometric information; Internet or other electronic network activity information including, but not limited to, browsing history, search history, and information regarding a consumer's interaction with an internet website, application, or advertisement; geolocation data; audio or electronic information; professional or employment-related information; education information that is not publicly available personally identifiable information as defined in the Family Educational Rights and Privacy Act (20 USC § 1232g; 34 CFR Part 99); and inferences drawn from any of the information identified in this subsection to create a profile about a consumer reflecting the consumer's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities and aptitudes. Privacy Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.

"**Required Vendor**" means a supplier, vendor, or distributor of Inputs which BBF requires franchisees to use.

"**System Standards**" means, as of any given time, the then-current mandatory procedures, requirements, and/or standards of the System as determined by BBF, which may include without limitation, any procedures, requirements and/or standards for appearance, business metrics, cleanliness, customer service, data protection and privacy, design, environmental protection and sustainability, equipment, inventory, maintenance, marketing and public relations, search engine optimization, minimum numbers and types of personnel, operating days, operating hours, presentation of Marks, product and service offerings, quality of products and services (including any guaranty and warranty programs), reporting, safety, technology (such as computers, computer peripheral equipment, smartphones, point-of-sale systems, back-office systems, information management systems, security systems, video monitors, other software, backup and archiving systems, communications systems (including email, audio, and video systems), payment acceptance systems including credit and debit card systems, check verification services, and other payment systems, as well as any compliance programs relating to those systems), and internet access, as well as upgrades, supplements, and modifications thereto), temporary operational changes due to special circumstances (such as a pandemic), uniforms, and vehicles.

"**Territory**" means the territory (or each territory if there are more than one territories) stated on the Summary Page.

"**Transfer**" means for Franchisee (or any Owner) to voluntarily or involuntarily transfer, sell, or dispose of, in any single or series of transactions, (i) substantially all of the assets of the Business, (ii) this Agreement, (iii) any direct or indirect ownership interest in the Business, or (iv) control of the Business.

ARTICLE 2. GRANT OF LICENSE

2.1 Grant. BBF grants to Franchisee the right to operate a Bloomin' Blinds business solely in the Territory. Franchisee shall develop, open and operate a Bloomin' Blinds business in the Territory for the entire term of this Agreement. Franchisee shall use commercially reasonable efforts to develop and service customers throughout the Territory.

2.2 Protected Territory.

(a) Limitation. Franchisee shall not solicit or market to potential customers outside of the Territory, except for solicitations or marketing which are primarily targeted inside the Territory and which incidentally reach potential customers outside of the Territory.

(b) Service. Franchisee shall not serve customers outside of the Territory without BBF's having first confirmed that such customer is not within the Territory of another Bloomin Blinds business or outlet. If Franchisee serves a customer located in the territory of another Bloomin' Blinds business, BBF may impose a fee equal to the greater of (i) $3,000 or (ii) 150% of the amount paid by such customer to Franchisee. This fee is a reasonable estimate of BBF's internal cost of personnel time attributable to addressing Franchisee's breach of this Section, and it is not a penalty or estimate of all damages arising from Franchisee's breach. This fee is in addition to all of BBF's other rights and remedies.

(c) Exclusivity. BBF shall not establish, nor license the establishment of, another Bloomin' Blinds business within the Territory or which serves customers located in the Territory. However, BBF and its affiliates retain the right to do any of the following (all without any compensation to Franchisee):

(i) serve (or authorize other franchisees to serve) customers in the Territory if Franchisee is in default, or if Franchisee is incapable of meeting customer demand in the Territory (in BBF's reasonable opinion);

(ii) serve (or authorize other franchisees to serve) a particular customer in the Territory if Franchisee fails to properly serve such customer, or if BBF reasonably believes that Franchisee will not properly serve such customer;

(iii) establish and license others to establish and operate Bloomin' Blinds businesses outside the Territory, notwithstanding their proximity to the Territory or their potential impact on the Business;

(iv) operate and license others to operate businesses anywhere, including within the Territory, that do not operate under the Bloomin' Blinds brand name;

(v) sell and license others to sell Bloomin' Blinds products and services to customers in the Territory through channels of distribution (including the internet) so long as such products and services are not provided through a Bloomin' Blinds outlet in the Territory and are different from the products and services provided by Franchisee;

(vi) acquire or be acquired by (under any form of business transaction) a Competitor that has (or may in the future have) outlets in the Territory which compete with the Business under trademarks or service marks other than the Marks; and

(vii) engage in any action not specifically precluded by the express terms of this Agreement.

(d) Policies. BBF may set policies binding on all franchisees regarding soliciting, marketing, and serving customers in another franchisee's territory, and BBF may waive or modify such policies in any circumstance as BBF determines. If Franchisee obtains a customer in the protected territory of another franchisee, then, in addition to all other rights and remedies BBF may have, BBF may in its discretion (i) require Franchisee to transfer the client to such other franchisee, (ii) require Franchisee to pay such other franchisee 75% of the Total Sales received from such client, or (iii) fashion such other remedy as BBF deems appropriate.

(e) Referrals. BBF may set policies binding on all franchisees regarding referral fees (and other terms and conditions) when a customer is referred from one Bloomin Blinds business to another. BBF may waive or modify such policies in any circumstance as BBF determines.

(f) Alteration of Territory. After Franchisee's first year of operations, if Franchisee's Royalty Fee under this Agreement would be less than $500 per month for two months during any twelve-month period (if not for the $500 minimum), then, at any time thereafter, BBF may unilaterally reduce or otherwise alter the Territory and/or eliminate the exclusivity of Franchisee's rights in the Territory. In addition, if Franchisee is in default under this Agreement and BBF has the right to terminate this Agreement, either due to an uncured default or due to a default that is not subject to a cure opportunity, then BBF may, in addition to any other rights under this Agreement, unilaterally reduce or otherwise alter the Territory and/or eliminate the exclusivity of Franchisee's rights in the Territory.

2.3 Franchisee Control. Franchisee represents that Attachment 1 (i) identifies each owner, officer and director of Franchisee, and (ii) describes the nature and extent of each owner's interest in Franchisee. If any information on Attachment 1 changes (which is not a Transfer), Franchisee shall notify BBF within 10 days.

2.4 Principal Executive. Franchisee agrees that the person designated as the "Principal Executive" on the Summary Page is the executive primarily responsible for the Business and has decision-making authority on behalf of Franchisee. The Principal Executive must have at least 30% ownership interest in Franchisee. The Principal Executive must participate in the direct operation of the Business and must devote full time and attention to the Business. If the Principal

Executive dies, becomes incapacitated, transfers his/her interest in Franchisee, or otherwise ceases to be the executive primarily responsible for the Business, Franchisee shall promptly designate a new Principal Executive, subject to BBF's reasonable approval.

2.5 Guaranty. If Franchisee is an entity, then Franchisee shall have each Owner sign a personal guaranty of Franchisee's obligations to BBF, in the form of Attachment 2.

2.6 No Conflict. Franchisee represents to BBF that Franchisee and each of its Owners (i) are not violating any agreement (including any confidentiality or non-competition covenant) by entering into or performing under this Agreement, (ii) are not a direct or indirect owner of any Competitor, and (iii) are not listed or "blocked" in connection with, and are not in violation under, any anti-terrorism law, regulation, or executive order.

ARTICLE 3. TERM

3.1 Term. This Agreement commences on the Effective Date and continues for 7 years.

3.2 Successor Agreement. When the term of this Agreement expires, Franchisee may enter into a successor agreement for up an unlimited number of additional periods of five years each, subject to the following conditions prior to each renewal:

(i) Franchisee notifies BBF of the election to renew between 120 and 180 days prior to the end of the term;

(ii) BBF is still in the business of selling (or renewing) Blooming Blinds franchises in the United States (and if Franchisee cannot renew on this basis, then Franchisee will automatically be released from all covenants against competition at the expiration of the term);

(iii) Franchisee (and its affiliates) are in compliance with this Agreement and all other agreements with BBF (or any of its affiliates) at the time of election and at the time of renewal;

(iv) Franchisee (and its affiliates) have been in substantial compliance with this Agreement and all other agreements with BBF (or any of its affiliates) throughout the term of any such agreement(s)

(v) Franchisee has made or agrees to make (within a period of time acceptable to BBF) changes to the Business as BBF requires to conform to the then-current System Standards;

(vi) Franchisee and its Owners execute BBF's then-current standard form of franchise agreement and related documents (including personal guarantees), which may be materially different than this form (including, without limitation, higher and/or different fees), except that the form of the franchise agreement will be amended to provide that (A) Franchisee will not pay another initial franchise fee, (B) Franchisee will not receive more renewal or successor terms originally granted to Franchisee, and (C) the Territory will not be changed; and

(vi) Franchisee and each Owner executes a general release (on BBF's then-standard form) of any and all claims against BBF, its affiliates, and their respective owners, officers, directors, agents and employees.

ARTICLE 4. FEES

4.1 Initial Franchise Fee. Upon signing this Agreement, Franchisee shall pay an initial franchise fee in the amount stated on the Summary Page. This initial franchise fee is not refundable under any circumstances.

4.2 Start Up Expense Fee. Upon signing this Agreement, Franchisee shall pay a start up expense fee in the amount stated on the Summary Page. This fee is not refundable under any circumstances.

4.3 Royalty Fee. For each of Franchisee's Territories, Franchisee shall pay BBF a monthly royalty fee (the "Royalty Fee") equal to 5.5% of Total Sales. After Franchisee's sixth full month of operations, the minimum Royalty Fee is $500 per month for each Territory. Franchisee shall pay the Royalty Fee for any given month so that it is received by BBF on or before the last business day of the following month.

4.4 Marketing Fund Contribution.

(a) Marketing Fund Contribution. Each month and for each Territory, Franchisee shall pay BBF a contribution to the Marketing Fund (the "Marketing Fund Contribution") that is equal to the greater of (i) 2% of Franchisee's Total Sales; or (ii) $300. The Marketing Fund Contribution shall be paid at the same time as the Royalty Fee.

(b) Market Cooperative Contribution. If the Business participates in a Market Cooperative, then Franchisee shall contribute to the Market Cooperative a percentage of Total Sales (or other amount) determined by the Market Cooperative.

4.5 Replacement / Additional Training Fee. If Franchisee sends an employee to BBF's training program after opening, BBF may charge its then-current training fee. Currently, BBF's fee is $0; however, Franchisee is responsible for all other costs (including travel and transportation costs, meals, and salaries) of such persons Franchisee sends to training.

4.6 Non-Compliance Fee. BBF may charge Franchisee $500 for any instance of non-compliance with the System Standards or this Agreement (other than Franchisee's non-payment of a fee owed to BBF) which Franchisee fails to cure after 30 days' notice. Thereafter, BBF may charge Franchisee $250 per week until Franchisee ceases such non-compliance. This fee is a reasonable estimate of BBF's internal cost of personnel time attributable to addressing the non-compliance, and it is not a penalty or estimate of all damages arising from Franchisee's breach. The non-compliance fee is in addition to all of BBF's other rights and remedies (including default and termination under Section 14.2).

4.7 Reimbursement. BBF may (but is never obligated to) pay on Franchisee's behalf any amount that Franchisee owes to a supplier or other third party. If BBF does so or intends to do so, Franchisee shall pay such amount plus a 10% administrative charge to BBF within 15 days after invoice by BBF accompanied by reasonable documentation.

4.8 Customer Service Support Fee. BBF requires Franchisee to enter into a Customer Service Center Agreement with BBF. Franchisee shall timely pay all fees required by such Customer Service Center Agreement (the "Customer Service Support Fees").

4.9 Technology Fee. For each of Franchisee's Territories, Franchisee shall pay BBF its then-current technology fee (the "Technology Fee"). The Technology Fee covers certain software and other technology-related services and products BBF provides. Our current Technology Fee is $250 per Territory per month; however, for purposes of the Technology Fee only, any of Franchisee's contiguous Territories are considered to be one Territory. We reserve the right to increase the Technology Fee on 30 days' advance notice. The Technology Fee shall be paid at the same time as the Royalty Fee.

4.10 Payment Terms.

(a) Method of Payment. Franchisee shall pay the Royalty Fee, Marketing Fund Contribution, Customer Service Support Fees, Technology Fee, and any other amounts owed to BBF by pre-authorized bank draft or in such other manner as BBF may require. Franchisee shall comply with BFF's payment instructions, including executing all documents reasonably required by BBF. If BBF permits Franchisee to pay by credit card or other method which causes BBF to incur a processing fee, Franchisee shall be responsible for the amount of the processing fee.

(b) Calculation of Fees. Franchisee shall accurately and immediately record all transactions in the point-of-sale system software that BBF requires. If Franchisee fails to timely and accurately record or report its Total Sales to BBF by the 5th day of the following month, then BBF may withdraw estimated Royalty Fees and Marketing Fund Contributions equal to 125% of the last Total Sales recorded in the point of sale system, and the parties will true-up the actual fees after Franchisee records Total Sales. Franchisee acknowledges that BBF has the right to remotely access Franchisee's point-of-sale system to calculate Total Sales.

(c) Late Fees and Interest. If Franchisee does not make a payment on time, Franchisee shall pay a $200 "late fee" plus interest on the unpaid amount at a rate equal to 1.5% per month (or, if such payment exceeds the maximum allowed by law, then interest at the highest rate allowed by law), compounding each monthly billing cycle.

(d) Insufficient Funds. BBF may charge $200 for any payment returned for insufficient funds (or, if such amount exceeds the maximum allowed by law, then the fee allowed by law).

(e) Costs of Collection. Franchisee shall repay any costs incurred by BBF (including reasonable attorney fees) in attempting to collect payments owed by Franchisee.

(f) Application. BBF may apply any payment received from Franchisee to any obligation and in any order as BBF may determine, regardless of any designation by Franchisee.

(g) Obligations Independent; No Set-Off. The obligations of Franchisee to pay to BBF any fees or amounts described in this Agreement are not dependent on BBF's performance and are independent covenants by Franchisee. Franchisee shall make all such payments without offset or deduction.

(h) Taxes. Franchisee will be responsible for (and shall immediately remit to BBF upon demand) all sales taxes, use taxes, and other taxes imposed on the fees payable by Franchisee to BBF or its affiliates and on services or goods furnished to Franchisee by BBF or its affiliates, unless the tax is an income tax assessed on BBF or its affiliate for doing business in the state where the Business is located.

ARTICLE 5. ASSISTANCE

5.1 Manual. BBF shall make its Manual available to Franchisee in such format as BBF deems appropriate.

5.2 Pre-Opening Assistance.

(a) Pre-Opening Specifications and Vendors. To the extent not included in the Manual, BBF shall provide Franchisee with (i) applicable System Standards and other specifications as BBF deems appropriate (which may include specifications regarding inventory, supplies, materials, and other matters), and (ii) BBF's lists of Approved Vendors and/or Required Vendors.

(b) Business Plan Review. If requested by Franchisee, BBF shall review and advise on Franchisee's pre-opening business plan and financial projections. **Franchisee acknowledges that BBF accepts no responsibility for the performance of the Business.**

(c) Pre-Opening Training. BBF shall make available its standard pre-opening training to the Principal Executive and up to one other employee, at BBF's headquarters and/or at a Bloomin' Blinds business designated by BBF. BBF shall not charge any fee for this training. Franchisee is responsible for its own travel, lodging, meal, and other out-of-pocket expenses. BBF reserves the right to vary the length and content of the initial training program based on the experience and skill level of any individual attending the program.

(d) Market Introduction Plan. BBF shall advise Franchisee regarding the planning and execution of Franchisee's market introduction plan.

(e) Start-Up Expense Fee Items. When you pay the Start-Up Expense Fee set forth in Section 4.2, BBF will provide Franchisee with initial inventory of parts, selected samples from BBF's preferred manufacturers; a laser measuring device and certain tools; a tablet with cellular capabilities, along with case and bag; vehicle wrap (covering costs up to $1,700 plus tax); an initial order of business cards; a selection of embroidered clothing (5 shirts, 2 hats, and 1 soft shell jacket), and a selection of promotional materials (a "Start Up Package"). This fee also covers Franchisee's hotel costs during initial training (but not other travel costs). BBF reserves the right to require Franchisee to purchase a Start Up Package for each Territory or for each vehicle operated by Franchisee.

5.3 Post-Opening Assistance.

(a) Advice, Consulting, and Support. If Franchisee requests, BBF shall provide advice to Franchisee (by telephone or electronic communication) regarding improving and developing Franchisee's business, and resolving operating problems Franchisee encounters, to the extent BBF deems reasonable. If BBF provides in-person support in response to Franchisee's request, BBF may charge its then-current fee plus any out-of-pocket expenses (such as travel, lodging, and meals for employees providing onsite support).

(b) Pricing. Upon request, BBF shall provide recommended prices for products and services offered by franchisees of the System.

(c) Procedures. BBF shall provide Franchisee with BBF's recommended administrative, bookkeeping, accounting, and inventory control procedures. BBF may make any such procedures part of required (and not merely recommended) System Standards.

(d) Marketing. BBF shall manage the Marketing Fund.

(e) Internet. BBF shall maintain a website for Bloomin' Blinds, which will include Franchisee's location (or territory) and contact information.

(f) Customer Service Support. During the term of any Customer Service Center Agreement between BBF and Franchisee, BBF shall provide services for handling communications with potential new customers and with existing customers, such as receiving inbound phone or website inquiries, providing cost estimates, assisting customers in signing up for service, following up on new customer inquiries, and receiving complaints.

(e) Technology Fee Items. BBF shall provide certain software and other technology products and services covered by the Technology Fee. BBF may add, remove, or alter the software or technology products or services that are covered by the Technology Fee.

ARTICLE 6. LOCATION, DEVELOPMENT, AND OPENING

6.1 Location. Franchisee is solely responsible for selecting the Location. If the Location is not stated on the Summary Page, then Franchisee shall find a suitable Location that meets BBF's System Standards (if any) within the Territory (unless BBF, in its sole discretion, permits Franchisee to have its Location outside of the Territory).

6.2 Lease. In connection with any lease between Franchisee and the landlord of the Location: (i) if requested by BBF, Franchisee must submit the proposed lease to BBF for written approval, and (ii) the term of the lease (including renewal terms) must be for a period of not less than the term of this Agreement.

6.3 Development. If the Location will be open to the public or used for meeting customers or potential customers, then Franchisee shall construct (or remodel) and finish the Location in conformity with BBF's System Standards.

6.4 New Franchisee Training. Franchisee's Principal Executive must complete BBF's training program for new franchisees prior to opening the Business.

6.5 Conditions to Opening. Franchisee shall notify BBF at least 30 days before Franchisee intends to open the Business. Before opening, Franchisee must satisfy all of the following conditions: (1) Franchisee is in compliance with this Agreement, (2) Franchisee has obtained all applicable governmental permits and authorizations, (3) the Business conforms to all applicable System Standards, (4) Franchisee has hired sufficient employees, (5) Franchisee's officers and employees have completed all of BBF's required pre-opening training; and (6) BBF has given its written approval to open, which will not be unreasonably withheld.

6.6 Opening Date. Franchisee shall open the Business on or before the date stated on the Summary Page.

ARTICLE 7. OPERATIONS

7.1 Compliance with Manual and System Standards. Franchisee shall at all times and at its own expense comply with all mandatory obligations contained in the Manual and with all other System Standards., as they are now or hereafter established. Franchisee acknowledges and agrees that the products and services offered under the Marks have a reputation for excellence and that Franchisee's compliance with all System Standards is of the utmost importance to BBF.

7.2 Compliance with Law. Franchisee and the Business shall comply with all laws, rules, ordinances, and regulations applicable to Franchisee or to the Business. Franchisee and the Business shall obtain and keep in force all governmental permits and licenses necessary for the Business.

7.3 Products, Services, and Methods of Sale. Franchisee shall offer all products and services, and only those products and services, from time to time prescribed by BBF in the Manual or otherwise in writing. Franchisee shall maintain sufficient levels of inventory that BBF may require. Franchisee shall implement any guaranties, warranties, or similar commitments regarding products and/or services that BBF may require. Franchisee may only make sales by means authorized by BFF. Franchisee shall provide all products and perform all sales in a high-quality manner that meets or exceeds the customer's reasonable expectations and all applicable System Standards.

7.4 Prices. Franchisee recognizes that BBF's call center may give estimates to prospective clients of Franchisee. However, notwithstanding this or any provision of this Agreement or the Manual to the contrary, Franchisee retains the sole discretion to determine the prices it charges for products and services.

7.5 Personnel.

(a) Service. Franchisee shall cause its personnel to render competent and courteous service to all customers and members of the public.

(b) Appearance. Franchisee shall cause its personnel to comply with any dress attire, uniform, personal appearance and hygiene standards set forth in the Manual.

(c) Qualifications. BBF may set minimum qualifications for categories of employees employed by Franchisee, and BBF reserves the right to approve your general manager.

(d) Staffing. Franchisee must hire or engage sufficient number of personnel to service its volume of Business, and Franchisee must comply with any System Standards regarding staffing levels.

(e) Sole Responsibility. Franchisee is solely responsible for all hiring decisions and all of the terms and conditions of employment of all of its personnel, including recruiting, hiring, training, scheduling, supervising, compensation, and termination. Franchisee is solely responsible for all actions of its personnel. Franchisee and BBF are not joint employers, and no employee of Franchisee will be an agent or employee of BBF. Within seven days of BFF's request, Franchisee and each of its employees shall sign an acknowledgment form stating that Franchisee alone (and not BFF) is the employee's sole employer. Franchisee shall use its legal name on all documents with its employees and independent contractors, including, but not limited to, employment applications, timecards, pay checks, and employment and independent contractor agreements, and Franchisee shall not use the Marks on any of these documents.

7.6 Post-Opening Training. BBF may at any time require that the Principal Executive and/or any other employees complete training programs, in any format and in any location determined by BBF. BBF may charge a reasonable fee for any training programs. BBF may require Franchisee to provide training programs to its employees. If a training program is held at a location which requires travel by the Principal Executive or any other employee, then Franchisee shall pay all travel, living and other expenses.

7.7 Software. Without limiting the generality of Section 7.1 or Section 8.1, Franchisee shall acquire and use all software and related systems required by BBF. Franchisee shall enter into any subscription and support agreements that BBF may require, and BBF reserves the right to require you to pay for such subscriptions or software by paying BBF. Franchisee shall upgrade, update, or replace any software from time to time as BBF may require. Franchisee shall protect the confidentiality and security of all software systems, and Franchisee shall abide by any System Standards related thereto. Franchisee shall give BBF unlimited access to Franchisee's point of sale system and other software systems used in the Business, by any means designated by BBF.

7.8 Customer Complaints. Franchisee shall use its best efforts to promptly resolve any customer complaints. BBF may take any action it deems appropriate to resolve a customer complaint regarding the Business, and BBF may require Franchisee to reimburse BBF for any expenses as well as to pay BBF a fee of $100 for each such complaint. It is strictly prohibited for Franchisee to use a deposit received from a customer for the purchase of any products (including any parts, hardware, supplies, or other items) for any other purpose than the purpose for which the deposit was intended, including using a deposit for the purchase of products for other customers.

7.9 Evaluation and Compliance Programs. Franchisee shall participate at its own expense in programs required from time to time by BBF for obtaining customer evaluations, reviewing Franchisee's compliance with the System, and/or managing customer complaints, which may include (but are not limited to) a customer feedback system, customer survey programs, and mystery shopping. BBF shall share with Franchisee the results of these programs, as they pertain to the Business. Franchisee must meet or exceed any minimum score requirements set by BBF for such programs. BBF may set minimum scores that Franchisee must receive from the public on internet review sites (such as Yelp or Google).

7.10 Payment Systems. Franchisee shall accept payment from customers in any form or manner designated by BBF (which may include, for example, cash, specific credit and/or debit cards, gift cards, electronic fund transfer systems, and mobile payment systems). Franchisee shall purchase or lease all equipment and enter into all business relationships necessary to accept payments as required by BBF. Franchisee must at all times comply with payment card industry data security standards (PCI-DSS).

7.11 Gift Cards, Loyalty Programs, and Incentive Programs. At its own expense, Franchisee shall sell or otherwise issue gift cards, certificates, or other pre-paid systems, and participate in any customer loyalty programs, membership/subscription programs, or customer incentive programs, designated by BBF, in the manner specified by BBF in the Manual or otherwise in writing. Franchisee shall honor all valid gift cards and other pre-paid systems, regardless of whether issued by Franchisee or another Bloomin' Blinds business. If Franchisee honors a gift card or other pre-paid system sold by another location, or vice versa, BBF and Franchisee will cooperate so that the cash received is fairly allocated to the location where that gift card or other pre-paid system is redeemed (subject to fees and charges). Franchisee shall comply with all procedures and specifications of BBF related to gift cards, certificates, and other pre-paid systems, or related to customer loyalty, membership/subscription, or customer incentive programs.

7.12 Maintenance and Repair. If the Location will be open to the public or used for meeting customers or potential customers, then Franchisee shall at all times keep the Business in a neat and clean condition, perform all appropriate maintenance, and keep all property of the Business in good repair. Franchisee acknowledges that the System Standards may include requirements for cleaning, maintenance, replacement, and repair.

7.13 Vehicles. If Franchisee uses one or more vehicles for the Business, Franchisee shall ensure that all vehicles comply with all applicable System Standards including, without limitation, required brands, required equipment, and exterior décor. Franchisee shall keep all vehicles in excellent or better condition, clean, and free of dents and other damage, and shall ensure that the vehicles present a first-class image appropriate to BBF's System. Franchisee shall use the vehicle solely for the Business.

7.14 Meetings. The Principal Executive shall use reasonable efforts to attend all in-person meetings and remote meetings (such as telephone or video conference calls) that BBF requires, including any national or regional brand conventions or conferences. Franchisee shall not permit the Principal Executive to fail to attend more than three consecutive required meetings. BBF may charge Franchisee the attendance fee for Bloomin Blinds' national or regional brand convention, regardless of whether the Principal Executive attends. Franchisee is responsible for all travel and living expenses of attending any such meeting or convention.

7.15 Insurance.

(a) Franchisee shall obtain and maintain insurance policies in the types and amounts as specified by BBF in the Manual. If not specified in the Manual, Franchisee shall maintain at least the following insurance coverage:

(i) Commercial General Liability insurance, including products liability coverage, and broad form commercial liability coverage, written on an "occurrence" policy form in an amount of not less than $1,000,000 single limit per occurrence and $2,000,000 aggregate limit;

(ii) Business Automobile Liability insurance including owned, leased, non-owned and hired automobiles coverage in an amount of not less than $1,000,000; and

(iii) Workers Compensation coverage as required by state law.

(b) Franchisee's policies (other than Workers Compensation) must: (1) list BBF and its affiliates as an additional insured; (2) include a waiver of subrogation in favor of BFF; (3) be primary and non-contributing with any insurance carried by BFF or its affiliates; and (4) stipulate that BBF shall receive a 30-day prior written notice of cancellation. Franchisee shall provide Certificates of Insurance evidencing the required coverage to BBF prior to opening and upon annual renewal of the insurance coverage, as well as at any time within 15 days after request from BBF.

7.16 Obligations to Third Parties and Government. Franchisee shall pay all vendors and suppliers in a timely manner. Franchisee shall pay all taxes when due. If Franchisee borrows money, it shall comply with the terms of its loan and make all loan payments when due. If Franchisee leases the Location, Franchisee shall comply with its lease for the Location and make all rent payments when due.

7.17 Public Relations. Franchisee shall not make any public statements (including giving interviews or issuing press releases) regarding Bloomin' Blinds, the Business, or any particular incident or occurrence related to the Business, without BBF's prior written approval, which will not be unreasonably withheld.

7.18 Association with Causes. Franchisee shall not in the name of the Business (i) donate money, products, or services to any charitable, political, religious, or other organization or cause, or (ii) act in support of any such organization or cause, without BBF's prior written approval, which will not be unreasonably withheld.

7.19 No Other Activity Associated with the Business. Franchisee shall not use the assets of the Business for any purpose other than the Business. Franchisee shall not "co-brand" or associate any other business activity with the Bloomin Blinds Business in a manner which is likely to cause the public to perceive it to be related to the Bloomin Blinds Business. If Franchisee is an entity, the entity shall not own or operate any other business except Bloomin Blind businesses.

7.20 No Third-Party Management. Franchisee shall not engage a third-party management company to manage or operate the Business without the prior written approval of BBF, which will not be unreasonably withheld.

7.21 No Subcontracting. Franchisee shall not subcontract or delegate to a third party any services to be performed by Franchisee for a customer (other than engaging individuals as independent contractors in the ordinary course of business).

7.22 Identification. Franchisee must identify itself as the independent owner of the Business in the manner prescribed by BBF.

7.23 Privacy Practices.

(a) With respect to Privacy Information, Franchisee must comply with all of their obligations under applicable privacy laws, including any local, state, or federal data privacy or data security law or regulation.

(b) Franchisee shall not sell any Privacy Information. Franchisee further agrees to not access, use, or process the Privacy Information except in the furtherance of its obligations under this Agreement, but in all times, in compliance with applicable privacy laws.

(c) To the extent BBF does not have the then-current ability to address requests made under any applicable privacy law by individuals that are the subject of any of the Privacy Information, Franchisee shall, upon BBF's request, provide reasonable assistance to BBF in responding to such requests.

(d) In the event of a Data Security Event, Franchisee must notify BBF immediately after becoming aware of the Data Security Event and shall cooperate with BBF and follow all of BBF's reasonable requests to address the Data Security Event and to protect any Privacy Information and/or Confidential Information. BBF, or its designee, has the right, but not the obligation, to take any action or pursue any proceeding with respect to the Data Security Event.

7.24 Communication. Franchisee shall respond promptly to requests for communication from BBF, and in any event within three business days.

7.25 Business Practices. Franchisee, in all interactions with customers, employees, vendors, governmental authorities, and other third parties, shall be honest and fair. Franchisee shall comply with any code of ethics or statement of values from BBF. Franchisee shall not take any action which injures or is likely to injure the goodwill associated with the Marks.

ARTICLE 8. SUPPLIERS AND VENDORS

8.1 Generally. Franchisee shall acquire all Inputs required by BBF from time to time in accordance with System Standards. BBF may require Franchisee to purchase or lease any Inputs from BBF, BBF's designee, Required Vendors, Approved Vendors, and/or under BBF's specifications. BBF may change any such requirement or change the status of any vendor. To make such requirement or change effective, BBF shall issue the appropriate System Standards.

8.2 Alternate Vendor Approval. If BBF requires Franchisee to purchase a particular Input only from an Approved Vendor or Required Vendor, and Franchisee desires to purchase the Input from another vendor, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by BBF. BBF may condition its approval on such criteria as BBF deems appropriate, which may include evaluations of the vendor's capacity, quality, financial stability, reputation, and reliability; inspections; product testing, and performance reviews. BBF shall provide Franchisee with written notification of the approval or disapproval of any proposed new vendor within 30 days after receipt of Franchisee's request.

8.3 Alternate Input Approval. If BBF requires Franchisee to purchase a particular Input, and Franchisee desires to purchase an alternate to the Input, then Franchisee must submit a written request for approval and any information, specifications and/or samples requested by BBF. BBF shall provide Franchisee with written notification of the approval or disapproval of any proposed alternate Input within 30 days after receipt of Franchisee's request.

8.4 Purchasing. BBF may negotiate prices and terms with vendors on behalf of the System. BBF may receive rebates, payments or other consideration from vendors in connection with purchases by franchisees. BBF has the right (but not the obligation) to collect payments from Franchisee on behalf of a vendor and remit the payments to the vendor and to impose a reasonable markup or charge for administering the payment program. BBF may implement a centralized purchasing system. BBF may establish a purchasing cooperative and require Franchisee to join and participate in the purchasing cooperative on such terms and conditions as BBF may determine.

8.5 No Liability of Franchisor. BBF and its affiliates shall not have any liability to Franchisee for any claim, loss, or other Action related to any product provided or service performed by any Approved Vendor or Required Vendor (unless BBF or its affiliate, as applicable, is the vendor), including without limitation for defects, delays, unavailability, failure, or breach of contract related to such products or services.

8.6 Product Recalls. If BBF or any vendor, supplier, or manufacturer of an item used or sold in Franchisee's Business issues a recall of such item or otherwise notifies Franchisee that such item is defective or dangerous, Franchisee shall immediately cease using or selling such item, and Franchisee shall at its own expense comply with all instructions from BBF or the vendor, supplier, or manufacturer of such item with respect to such item, including, without limitation, the recall, repair, and/or replacement of such item.

ARTICLE 9. MARKETING

9.1 Advertising Standards. Except as otherwise provided in the Manual, Franchisee may use only Advertising and Promotional Content that BBF has furnished or approved in writing in advance. Franchisee must ensure that all Advertising and Promotional Content that Franchisee uses is clear, factual, ethical, and not misleading; complies with all laws; and conforms to System Standards. Except as otherwise provided in the Manual and Advertising and Promotional Content that BBF furnishes to Franchisee, Franchisee must submit to BBF for its written approval, at least 14 days before use, copies of all proposed Advertising and Promotional Content that Franchisee intends to use or implement. If BBF does not respond, the material is deemed rejected. BBF has the right to approve or disapprove any Advertising and Promotional Content, as well as the media in which Franchisee intends to use them, in its sole discretion. BBF reserves the right to require Franchisee to discontinue the use of any Advertising and Promotional Content for any reason.

9.2 Digital Marketing. BBF may (but is not obligated to) establish and operate all Digital Marketing and has the sole right to control all aspects of Digital Marketing, including those related to the Business, and BBF reserves the right to require Franchisee to comply with all System Standards relating to Digital Marketing, including, but not limited to, utilizing Required Vendors for search engine optimization services. Without limiting the generality of Section 9.1, Franchisee shall not, directly or indirectly, conduct or be involved in any Digital Marketing without the prior written consent of BBF. If BBF permits Franchisee to conduct any Digital Marketing, Franchisee must (a) comply with any System Standards and must immediately modify or delete any Digital Marketing that BBF determines, in its sole discretion, is not compliant with such System Standards; (b) only use materials that BBF has approved and submit any proposed modifications to BBF for approval; (c) not use any Mark (or words or designations similar to any Mark) in any domain name, electronic address, website, or other source identifier except as BBF expressly permits; (d) include only the links that BBF approves or requires; and (e) immediately take all actions necessary or that BBF requests to provide BBF with access to, or to transfer ownership of, all Digital Marketing relating to the Business to Franchisor, including, without limitation, providing login and password details and promptly signing all directions and authorizations as BBF deems necessary to effect the intent and provisions of this Section. If Franchisee uses any Mark (or words or designations similar to a Mark) in any domain name, electronic address, website, or other source identifier, BBF may register such name, address, website, or identifier and then license use of the registered item back to Franchisee under a separate agreement. Franchisee must pay all costs due for registration, maintenance, and renewal of any such names, addresses, websites, or identifiers that BBF approves and maintains on Franchisee's behalf. BBF may withdraw its approval for any Digital Marketing at any time.

9.3 Implementation. Franchisee shall implement any Advertising and Promotional Content developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, perpetual, royalty-free license to BBF for such purpose.

9.4 Use By BBF. BBF may use any marketing materials or campaigns developed by or on behalf of Franchisee, and Franchisee hereby grants an unlimited, royalty-free license to BBF for such purpose.

9.5 Marketing Fund. BBF has established or may establish a Marketing Fund to promote the System on a local, regional, national, and/or international level. If BBF has established a Marketing Fund:

(a) Separate Account. BBF is not required to hold the Marketing Fund Contributions in a bank account separate from BBF's other accounts.

(b) Use. BBF shall use the Marketing Fund only for marketing, advertising, and public relations materials, programs and campaigns (including at local, regional, national, and/or international level) for Bloomin Blinds, and related overhead. The foregoing includes such activities and expenses as BBF reasonably determines, and may include, without limitation: development and placement of advertising and promotions; sponsorships; contests and sweepstakes; development of décor, trade dress, Marks, and/or branding; development and maintenance of brand websites; social media; internet activities; e-commerce programs; search engine optimization; market research; public relations, media or agency costs; trade shows and other events; printing and mailing; and administrative and overhead expenses related to the Marketing Fund (including the compensation of BBF's employees working on marketing and for accounting, bookkeeping, reporting, legal, collections, and other expenses related to the Marketing Fund).

(c) Discretion. Franchisee agrees that expenditures from the Marketing Fund need not be proportionate to contributions made by Franchisee or provide any direct or indirect benefit to Franchisee. The Marketing Fund will be spent at BBF's sole discretion, and BBF has no fiduciary duty with regard to the Marketing Fund.

(d) Contribution by Other Outlets. BBF is not obligated to (i) have all other Bloomin Blinds businesses (whether owned by other franchisees or by BBF or its affiliates) contribute to the Marketing Fund, or (ii) have other Bloomin Blinds businesses that do contribute to the Marketing Fund contribute the same amount or at the same rate as Franchisee.

(e) Surplus or Deficit. BBF may accumulate funds in the Marketing Fund and carry the balance over to subsequent years. If the Marketing Fund operates at a deficit or requires additional funds at any time, BBF may loan such funds to the Marketing Fund on reasonable terms.

(f) Financial Statement. BBF shall prepare an unaudited annual financial statement of the Marketing Fund within 120 days of the close of BBF's fiscal year and shall provide the financial statement to Franchisee upon reasonable written request.

9.6 Market Cooperatives. BBF may establish market advertising and promotional cooperative funds ("Market Cooperative") in any geographical areas. If a Market Cooperative for the geographic area encompassing the Territory has been established at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Market Cooperative. If a Market Cooperative for the geographic area encompassing the Territory is established during the term of this Agreement, Franchisee shall become a member of such Market Cooperative within 30 days of notice from BBF. BBF shall not require Franchisee to be a member of more than one Market Cooperative. If BBF establishes a Market Cooperative:

(a) Governance. Each Market Cooperative will be organized and governed in a form and manner, and shall commence operations on a date, determined by BBF. BBF may require the Market Cooperative to adopt bylaws or regulations prepared by BBF. Unless otherwise specified by BBF, the activities carried on by each Market Cooperative shall be decided by a majority vote of its members. BBF will be entitled to attend and participate in any meeting of a Market Cooperative. Any Bloomin' Blinds business owned by BBF in the Market Cooperative shall have the same voting rights as those owned by its franchisees. Each Business owner will be entitled to cast one vote for each Business owned, provided, however, that a franchisee shall not be entitled to vote if it is in default under its franchise agreement. If the members of a Market Cooperative are unable or fail to determine the manner in which Market Cooperative monies will be spent, BBF may assume this decision-making authority after 10 days' notice to the members of the Market Cooperative.

(b) Purpose. Each Market Cooperative shall be devoted exclusively to administering regional advertising and marketing programs and developing (subject to BBF's approval), standardized promotional materials for use by the members in local advertising and promotion.

(c) Approval. No advertising or promotional plans or materials may be used by a Market Cooperative or furnished to its members without the prior approval of BBF pursuant to Section 9.1. BBF may designate the national or regional advertising agencies used by the Market Cooperative.

(d) Funding. The majority vote of the Market Cooperative will determine the dues to be paid by members of the Market Cooperative, including Franchisee, but not less than 1% and not more than 5% of Total Sales.

(e) Enforcement. Only BBF will have the right to enforce the obligations of franchisees who are members of a Market Cooperative to contribute to the Market Cooperative.

(f) Termination. BBF may terminate any Market Cooperative. Any funds left in a Market Cooperative upon termination will be transferred to the Marketing Fund.

9.7 Required Spending. Each month and for each Territory, Franchisee shall spend an amount on marketing the Business equal to the greater of: (i) 2% of the prior month's Total Sales or (ii) $1,500. However, BBF reserves the right to increase the minimum to an amount above $1,500 upon notice to Franchisee. Within 10 days after request by BBF, Franchisee shall furnish proof of its compliance with this Section. If Franchisee fails to meet the minimum required spending levels, then BBF (without limiting other remedies available to it) may require Franchisee pay the shortfall amount to BBF. BBF has the discretion to determine in good faith what activities constitute "marketing" under this Section. Unless BBF determines otherwise, amounts spent by Franchisee to maintain a website and conduct search engine optimization through BBF's Required Vendor for such services do count as local marketing. BBF may, in its discretion, determine that if Franchisee contributes to a Market Cooperative, the amount of the contribution will be counted towards Franchisee's required spending under this Section.

9.8 Market Introduction Plan. Franchisee must follow and implement a market introduction plan as proposed to Franchisee by BBF.

ARTICLE 10. RECORDS AND REPORTS

10.1 Systems. Franchisee shall use such customer data management, sales data management, administrative, bookkeeping, accounting, and inventory control procedures and systems as BBF may specify in the Manual or otherwise in writing.

10.2 Reports.

(a) Financial Reports. Franchisee shall provide such periodic financial reports as BBF may require in the Manual or otherwise in writing, including:

(i) a monthly profit and loss statement and balance sheet for the Business within 30 days after the end of each calendar month;

(ii) an annual financial statement (including profit and loss statement, cash flow statement, and balance sheet) for the Business within 45 days after the end of BBF's fiscal year; and

(iii) any information BBF requests in order to prepare a financial performance representation for BBF's franchise disclosure document, within 30 days after request.

(b) Legal Actions and Investigations. Franchisee shall promptly notify BBF of any Action or threatened Action by any customer, governmental authority, or other third party against Franchisee or the Business, or otherwise involving the Franchisee or the Business. Franchisee shall provide such documents and information related to any such Action as BBF may request.

(c) Government Inspections. Franchisee shall give BBF copies of all inspection reports, warnings, certificates, and ratings issued by any governmental entity with respect to the Business, within three days of Franchisee's receipt thereof.

(d) Other Information. Franchisee shall submit to BBF such other financial statements, budgets, forecasts, reports, records, copies of contracts, documents related to litigation, tax returns, copies of governmental permits, and other documents and information related to the Business as specified in the Manual or that BBF may reasonably request (either upon specific request or on a regular basis as directed by BBF, as applicable). BBF acknowledges that all personnel records of the Business belong to Franchisee and that this Agreement does not grant BBF the right to access personnel records of Franchisee's employees.

10.3 Initial Investment Report. Within 120 days after opening for business, Franchisee shall submit to BBF a report detailing Franchisee's investment costs to develop and open the Business, with costs allocated to the categories described in Item 7 of BBF's Franchise Disclosure Document and with such other information as BBF may reasonably request.

10.4 Business Records. Franchisee shall keep complete and accurate books and records reflecting all expenditures and receipts of the Business, with supporting documents (including, but not limited to, payroll records, payroll tax returns, register receipts, production reports, sales invoices, bank statements, deposit receipts, cancelled checks and paid invoices) for at least three years. Franchisee shall keep such other business records as BBF may specify in the Manual or otherwise in writing.

10.5 Records Audit. BBF may examine and audit all books and records related to the Business, and supporting documentation, at any reasonable time. BBF may conduct the audit at the Location and/or require Franchisee to deliver copies of books, records and supporting documentation to a location designated by BBF. Franchisee shall also reimburse BBF for all costs and expenses of the examination or audit if (i) BBF conducted the audit because Franchisee failed to submit required reports or was otherwise not in compliance with the System, or (ii) the audit reveals that Franchisee understated Total Sales by 3% or more for any month.

ARTICLE 11. FRANCHISOR RIGHTS

11.1 Manual; Modification. The Manual, and any part of the Manual, may be in any form or media determined by BBF. BBF may supplement, revise, or modify the Manual, and BBF may change, add or delete System Standards at any time in its discretion. BBF may inform Franchisee thereof by any method that BBF reasonably deems appropriate (which need not qualify as "notice" under Section 18.9). In the event of any dispute as to the contents of the Manual, BBF's master copy will control.

11.2 Business Evaluations. BFF may accompany Franchisee or its personnel on any services performed for a customer or to conduct an evaluation. BBF may enter the premises of the Business from time to time during normal business hours and conduct an evaluation. BBF will use commercially reasonable efforts to not disrupt Franchisee's business operations during any such evaluation. Franchisee shall cooperate with BBF's evaluators. The evaluation may include, but is not limited to, observing operations, conducting a physical inventory, evaluating physical conditions, monitoring sales activity, speaking with employees and customers, and removing samples of products, supplies and materials. BBF may videotape and/or take photographs of the evaluation and the Business. BBF may set a minimum score requirement for evaluations, and Franchisee's failure to meet or exceed the minimum score will be a default under this Agreement. Without limiting BBF's other rights under this Agreement, Franchisee will, as soon as reasonably practical, correct any deficiencies noted during an evaluation. If BBF conducts an evaluation because of a governmental report, customer complaint or other customer feedback, or a default or non-compliance with any System Standard by Franchisee (including following up a previous failed evaluation), then BBF may charge all out-of-pocket expenses plus its then-current evaluation fee to Franchisee.

11.3 BBF's Right to Cure. If Franchisee breaches or defaults under any provision of this Agreement, BBF may (but has no obligation to) take any action to cure the default on behalf of Franchisee, without any liability to Franchisee. Franchisee shall reimburse BBF for its costs and expenses (including the allocation of any internal costs) for such action, plus 10% as an administrative fee.

11.4 Right to Discontinue Supplies Upon Default. While Franchisee is in default or breach of this Agreement, BBF may (i) require that Franchisee pay cash on delivery for products or services supplied by BBF, (ii) stop selling or providing any products and services to Franchisee, and/or (iii) request any third-party vendors to not sell or provide products or services to Franchisee. No such action by BBF shall be a breach or constructive termination of this Agreement, change in competitive circumstances or similarly characterized, and Franchisee shall not be relieved of any obligations under this Agreement because of any such action. Such rights of BBF are in addition to any other right or remedy available to BBF.

11.5 Business Data. All customer data collected by our generated by the Business and all data collected or generated by the primary software operating system of the Business is Confidential Information (other than data related to employees of the Business) and is exclusively owned by BBF. BBF hereby licenses such data back to Franchisee without charge solely for Franchisee's use in connection with the Business for the term of this Agreement.

11.6 Innovations. Franchisee shall disclose to BBF all ideas, plans, improvements, concepts, methods and techniques relating to the Business (collectively, "Innovations") conceived or developed by Franchisee or its employees, agents, or contractors. BBF will automatically own all Innovations and will have the right to use and incorporate any Innovations into the System, without any compensation to Franchisee. Franchisee shall execute any documents reasonably requested by BBF to document BBF's ownership of Innovations.

11.7 Communication Systems. If BBF provides email accounts and/or other communication systems to Franchisee, then Franchisee acknowledges that it has no expectation of privacy in the assigned email accounts and other communications systems, and Franchisee authorizes BBF to access such communications.

11.8 Communication with Employees. Franchisee irrevocably authorizes BBF to communicate with Franchisee's employees and contractors on any matter related to the System or the Business. Franchisee will not prohibit any employee or contractor from communicating with BBF on any matter related to the System or the Business.

11.9 Communications with Landlord and Lenders. Franchisee irrevocably authorizes BBF. to communicate with Franchisee's landlord and lender(s), or prospective landlord and lender(s), about matters relating to the Business, and to provide information about the Business to them.

11.10 Delegation. BBF may delegate any duty or obligation of BBF under this Agreement to an affiliate or to a third party.

11.11 System Variations. BBF may vary or waive any System Standard for any one or more Bloomin' Blinds franchises due to the peculiarities of the particular site or circumstances, density of population, business potential, population of trade area, existing business practices, applicable laws or regulations, or any other condition relevant to the performance of a franchise or group of franchises. Franchisee is not entitled to the same variation or waiver.

11.12 Temporary Public Safety Closure. If BBF discovers or becomes aware of any aspect of the Business which, in BBF's opinion, constitutes an imminent danger to the health or safety of any person, then immediately upon BBF's order, Franchisee must temporarily cease operations of the Business and remedy the dangerous condition. BBF shall have no liability to Franchisee or any other person for action or failure to act with respect to a dangerous condition.

11.13 Franchisor's Discretion. BBF may engage in any activity not expressly prohibited by this Agreement. Whenever this Agreement provides that BBF has a certain right, that right is absolute and the parties intend that BBF's exercise of that right will not be subject to any limitation or review. BBF 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, although this right does not modify any express limitations set forth in this Agreement. Whenever BBF agrees to exercise its rights reasonably or in good faith, BBF will have satisfied its obligations whenever its exercises reasonable business judgment in making a decision or exercising its rights. BBF's decisions or actions will be deemed to be the result of reasonable business judgment, even if other reasonable or even arguably preferable alternatives are available, if BBF's decision or action is intended, in whole or significant part, to promote or benefit the System or the Bloomin Blinds brand generally even if the decision or action also promotes BBF's financial or other individual interest. Examples of items that will promote or benefit the System or the Bloomin Blinds brand 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 and Bloomin Blinds outlets.

11.14 Temporary Management. If (i) the Principal Executive dies or becomes incapacitated, (ii) this Agreement is terminated or expires and BBF elects to purchase assets of the Business as provided in Section 14.6, or (iii) Franchisee is operating the Business in a manner which, in BBF's reasonable opinion, constitutes a danger to the health or safety of any person, then BBF may (but is not obligated to) enter the Location and operate and manage the Business for Franchisee's (or Franchisee's estate's) account until this Agreement is terminated, the Business is transferred, the Business is purchased by BBF, or BBF returns the Business to Franchisee. BBF's operation and management will not continue for more than 90 days without Franchisee's consent (or the consent of the representatives of Franchisee's estate). If this Agreement has not terminated or expired, then BBF will account to Franchisee for all net income from the Business during the period in which BBF operates the Business. BBF may collect a temporary management fee equal to 10% of Total Sales for the period in which BBF operates the Business, plus all expenses (including internal costs of personnel and overhead) incurred by BBF, which is in addition to Royalty Fees, Marketing Fund Contributions, or other amounts owed under this Agreement. If BBF or a third party assumes the Business's management, Franchisee acknowledges that BBF or the third party will have a duty to utilize only reasonable efforts and will not be liable to Franchisee or its Owners for any losses the Business incurs or obligations to creditors.

ARTICLE 12. MARKS

12.1 Authorized Marks. Franchisee shall use no trademarks, service marks or logos in connection with the Business other than the Marks. Franchisee shall use all Marks specified by BBF, and only in the manner as BBF may require. Franchisee has no rights in the Marks other than the right to use them in the operation of the Business in compliance with this Agreement. All use of the Marks by Franchisee and any goodwill associated with the Marks, including any goodwill arising due to Franchisee's operation of the Business, will inure to the exclusive benefit of BBF.

12.2 Change of Marks. BBF may add, modify, or discontinue any Marks to be used under the System. Within a reasonable time after BBF makes any such change (not to exceed 90 days), Franchisee must comply with the change, at Franchisee's expense.

12.3 Infringement.

(a) Defense of Franchisee. If Franchisee has used the Marks in accordance with this Agreement, then (i) BBF shall defend Franchisee (at BBF's expense) against any Action by a third party alleging infringement by Franchisee's use of a Mark, and (ii) BBF shall indemnify Franchisee for expenses and damages if the Action is resolved unfavorably to Franchisee.

(b) Infringement by Third Party. Franchisee shall promptly notify BBF if Franchisee becomes aware of any possible infringement of a Mark by a third party. BBF may, in its sole discretion, commence or join any claim against the infringing party.

(c) Control. BBF shall have the exclusive right to control any prosecution or defense of any Action related to possible infringement of or by the Marks.

12.4 Name. If Franchisee is an entity, it shall not use the word[s] "Bloomin Blinds" or any confusingly similar words in its legal name.

ARTICLE 13. COVENANTS

13.1 Confidential Information. With respect to all Confidential Information, Franchisee shall (a) adhere to all procedures prescribed by BBF for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized in writing by BBF, (d) exercise the highest degree of diligence and effort to maintain the confidentiality of all such information during and after the term of this Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Franchisee acknowledges that all Confidential Information is owned by BBF (except for Confidential Information which BBF licenses from another person or entity). This Section will survive the termination or expiration of this Agreement indefinitely.

13.2 Covenants Not to Compete.

(a) Restriction – In Term. During the term of this Agreement, neither Franchisee, any Owner, nor any spouse or other immediate family member of an Owner (the "Restricted Parties") shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after this Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer), no Restricted Party shall directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor operating within 25 miles of Franchisee's Territory or the territory of any other Bloomin' Blinds business operating on the date of expiration, termination, or transfer, as applicable.

(c) Interpretation. The parties agree that each of the foregoing covenants is independent of any other covenant or provision of this Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court or arbitrator, then the parties intend that the court or arbitrator modify such restriction to the extent reasonably necessary to protect the legitimate business interests of BBF. Franchisee agrees that the existence of any claim it may have against BBF shall not constitute a defense to the enforcement by BBF of the covenants of this Section. If a Restricted Party fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

13.3 General Manager and Key Employees. If requested by BBF, Franchisee shall cause its general manager and other key employees that BBF reasonably designates to sign BBF's then-current form of confidentiality and non-compete agreement (unless prohibited by applicable law).

ARTICLE 14. DEFAULT AND TERMINATION

14.1 Termination by Franchisee. Franchisee may terminate this Agreement only if BBF violates a material provision of this Agreement and fails to cure or to make substantial progress toward curing the violation within 30 days after receiving written notice from Franchisee detailing the alleged default. Termination by Franchisee is effective 10 days after BBF receives written notice of termination.

14.2 Termination by BBF.

(a) Subject to 10-Day Cure Period. BBF may terminate this Agreement if Franchisee does not make any payment to BBF when due, or if Franchisee does not have sufficient funds in its account when BBF attempts an electronic funds withdrawal, and Franchisee fails to cure such non-payment within 10 days after BBF gives notice to Franchisee of such breach.

(b) Subject to 30-Day Cure Period. If Franchisee breaches this Agreement in any manner not described in subsection (a) or (c), and Franchisee fails to cure such breach to BBF's satisfaction within 30 days after BBF gives notice to Franchisee of such breach, then BBF may terminate this Agreement.

(c) Without Cure Period. BBF may terminate this Agreement by giving notice to Franchisee, without opportunity to cure, if any of the following occur:

(i) Franchisee misrepresented or omitted material facts when applying to be a franchisee, or breaches any representation in this Agreement;

(ii) Franchisee knowingly submits any false report or knowingly provides any other false information to BBF;

(iii) a receiver or trustee for the Business or all or substantially all of Franchisee's property is appointed by any court, or Franchisee makes a general assignment for the benefit of Franchisee's creditors, or Franchisee is unable to pay its debts as they become due, or a levy or execution is made against the Business, or an attachment or lien remains on the Business for 30 days unless the attachment or lien is being duly contested in good faith by Franchisee, or a petition in bankruptcy is filed by Franchisee, or such a petition is filed against or consented to by Franchisee and the petition is not dismissed within 45 days, or Franchisee is adjudicated as bankrupt;

(iv) Franchisee fails to open for business by the date specified on the Summary Page;

(v) Franchisee or any Owner commits a material violation of Section 7.2 (compliance with laws) or Section 13.1 (confidentiality), violates Section 13.2 (non-compete) or Article 15 (transfer), or commits any other violation of this Agreement which by its nature cannot be cured;

(vi) Franchisee abandons or ceases operation of the Business for more than five consecutive days;

(vii) Franchisee or any Owner slanders or libels BBF or any of its employees, directors, or officers;

(viii) Franchisee refuses to cooperate with or permit any audit or evaluation by BBF or its agents or contractors, or otherwise fails to comply with Section 10.5 or Section 11.2.

(ix) the Business is operated in a manner which, in BBF's reasonable judgment, constitutes a significant danger to the health or safety of any person, and Franchisee fails to cure such danger within 48 hours after becoming aware of the danger (due to notice from BBF or otherwise);

(x) Franchisee has received one or more notices of default and Franchisee commits another breach of this Agreement, all in the same 12-month period;

(xi) Franchisee has received one notice of default due to Franchisee's having served customers inside the Territory of another Bloomin Blinds' outlet, and Franchisee subsequently serves (at any time during this Agreement or during any renewals or extensions of this Agreement) any customer inside the Territory of another Bloomin Blinds' outlet;

(xii) BBF (or any affiliate) terminates any other agreement with Franchisee (or any affiliate) due to the breach of such other agreement by Franchisee (or its affiliate);

(xiii) Franchisee applies a deposit from a customer intended to be used to purchase products (including any parts, hardware, supplies, or other items) for that customer's order for any other purpose;

(xiv) Franchisee or any Owner is charged with, pleads guilty or no-contest to, or is convicted of a felony; or

(xv) Franchisee or any Owner is accused by any governmental authority or third party of any act or if Franchisee or any Owner commits any act or series of acts that in BBF's opinion is reasonably likely to materially and unfavorably affect the Bloomin Blinds brand.

14.3 Effect of Termination. Upon termination or expiration of this Agreement, all obligations that by their terms or by reasonable implication survive termination, including those pertaining to non-competition, confidentiality, indemnity, and dispute resolution, will remain in effect, and Franchisee must immediately:

(i) pay all amounts owed to BBF based on the operation of the Business through the effective date of termination or expiration;

(ii) report to BBF details on any incomplete projects (including installations and repairs), and complete any incomplete projects that BBF directs;

(iii) return to BBF all copies of the Manual, Confidential Information and any and all other materials provided by BBF to Franchisee or created by a third party for Franchisee relating to the operation of the Business, and all items containing any Marks, copyrights, and other proprietary items; and delete all Confidential Information and proprietary materials from electronic devices;

(iv) immediately take all action required (a) to cancel all assumed name or equivalent registrations relating to Franchisee's use of the Marks; and (b) to cancel or transfer to BBF or its designee all telephone numbers, post office boxes, directory listings, and Digital Marketing accounts used by Franchisee in connection with the Business or the Marks, including, without limitation, by providing login and password details and promptly signing all directions and authorizations necessary or appropriate to accomplish the foregoing. Franchisee hereby irrevocably appoints BBF, with full power of substitution, as its true and lawful attorney-in-fact, which appointment is coupled with an interest; to execute such directions and authorizations as may be necessary or appropriate to accomplish the foregoing. The telephone company, the postal service, registrars, Internet service providers and each listing agency may accept such direction by BBF pursuant to this Agreement as conclusive evidence of BBF's exclusive rights in such Identifiers and its authority to direct their transfer; and

(v) cease doing business under any of the Marks.

14.4 Remove Identification. Within 10 days of termination or expiration, Franchisee shall at its own expense "de-identify" all vehicles so that they no longer contain the Marks, signage, or any trade dress of a Bloomin' Blinds business, to the reasonable satisfaction of BBF. Also, if Franchisee operates from a Location other than Franchisee's home, then within 10 days after termination or expiration, Franchisee shall at its own expense "de-identify" the Location so that it no longer contains the Marks, signage, or any trade dress of a Bloomin' Blinds business, to the reasonable satisfaction of BBF. Franchisee shall comply with any reasonable instructions and procedures of BBF for de-identification, including providing BBF with proof of such "de-identification". If Franchisee fails to do so within 10 days after this Agreement expires or is terminated, BBF may enter the Location (and any vehicles) to remove the Marks and de-identify the Location (and any vehicles). In this event, BBF will not be charged with trespass nor be accountable or required to pay for any assets removed or altered, or for any damage caused by BBF.

14.5 Liquidated Damages. If BBF terminates this Agreement based upon Franchisee's default (or if Franchisee purports to terminate this Agreement except as permitted under Section 14.1), then within 10 days thereafter Franchisee shall pay to BBF a lump sum (as liquidated damages and not as a penalty) calculated as follows: (x) the average monthly Royalty Fees and Marketing Fund Contributions that Franchisee owed to BBF under this Agreement for the last 12 full months that Franchisee operated the Business (disregarding any fee waivers or reductions granted to Franchisee); multiplied by (y) the lesser of (1) 24 or (2) the number of months remaining in the then-current term of this Agreement. If Franchisee had not operated the Business for at least 12 full months, then (x) will equal the average monthly Royalty Fees and Marketing Fund Contributions that Franchisee owed to BBF during the full months that Franchisee operated the

Business. The “average Royalty Fees and Marketing Fund Contributions that Franchisee owed to BBF” shall not be discounted or adjusted due to any deferred or reduced Royalty Fees and Marketing Fund Contributions set forth in an addendum to this Agreement, unless this Section 14.5 is specifically amended in such addendum. Franchisee acknowledges that a precise calculation of the full extent of BBF’s damages under these circumstances is difficult to determine and the method of calculation of such damages as set forth in this Section is reasonable. Franchisee’s payment to BBF under this Section will be in lieu of any direct monetary damages that BBF may incur as a result of BBF’s loss of Royalty Fees and Marketing Fund Contributions that would have been owed to BBF after the date of termination; however, such payment shall be in addition to all damages and other amounts arising under Section 14.3 and Section 14.4, BBF’s right to injunctive relief for enforcement of Article 13, and any attorneys’ fees and other costs and expenses to which BBF is entitled under this Agreement. Except as provided in this Section, Franchisee’s payment of this lump sum shall be in addition to any other right or remedy that BBF may have under this Agreement or otherwise.

14.6 Purchase Option. When this Agreement expires or is terminated, BBF will have the right (but not the obligation) to purchase any or all of the assets related to the Business. To exercise this option, BBF must notify Franchisee no later than 30 days after this Agreement expires or is terminated. The purchase price for all assets that BBF elects to purchase will be the lower of (i) the book value of such assets as declared on Franchisee’s last filed tax returns or (ii) the fair market value of the assets. If the parties cannot agree on fair market value within 30 days after the exercise notice, the fair market value will be determined by an independent appraiser reasonably acceptable to both parties. The parties will equally share the cost of the appraisal. BBF’s purchase will be of assets only (free and clear of all liens) and will not include any liabilities of Franchisee. The purchase price for assets will not include any factor or increment for any trademark or other commercial symbol used in the business, the value of any intangible assets, or any goodwill or “going concern” value for the Business. BBF may withdraw its exercise of the purchase option at any time before it pays for the assets. Franchisee will sign a bill of sale for the purchased assets and any other transfer documents reasonably requested by BBF. If BBF exercises the purchase option, BBF may deduct from the purchase price: (a) all amounts due from Franchisee; (b) Franchisee’s portion of the cost of any appraisal conducted hereunder; and (c) amounts which BBF paid or will pay to third parties to satisfy indebtedness owed by Franchisee to third parties. If any of the assets are subject to a lien, BBF may pay a portion of the purchase price directly to the lienholder to pay off such lien. BBF may withhold 25% of the purchase price for 90 days to ensure that all of Franchisee’s taxes and other liabilities are paid. BBF may assign this purchase option to another party.

14.7 Remedies In Lieu of Termination. If BBF has the right to terminate this Agreement pursuant to Section 14.2 due to Franchisee’s default, then in lieu of termination for such default, BBF may unilaterally exercise any one or more of the following remedies: (i) reduce, modify, otherwise change the Territory, or (ii) eliminate Franchisee’s exclusive rights in the Territory described in Section 2.2(c).

ARTICLE 15. TRANSFERS

15.1 By BBF. BBF may transfer or assign this Agreement, or any of its rights or obligations under this Agreement, to any person or entity, and BBF may undergo a change in ownership and/or control, without the consent of Franchisee.

15.2 By Franchisee. Franchisee acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee and that BBF entered into this Agreement in reliance on Franchisee's business skill, financial capacity, personal character, experience, and business ability. Accordingly, Franchisee shall not conduct or undergo a Transfer without providing BBF at least 60 days prior notice of the proposed Transfer, and without obtaining BBF's consent. In granting any such consent, BBF may impose conditions, including, without limitation, the following:

(i) BBF receives a transfer fee equal to $10,000 (for each Territory subject to the Transfer), plus any broker fees and other out-of-pocket expenses incurred by BBF;

(ii) the proposed Transferee and its owners have completed BBF's franchise application processes, meet BBF's then-applicable standards for new franchisees, and have been approved by BBF as franchisees;

(iii) the proposed Transferee is not a Competitor;

(iv) the proposed Transferee executes BBF's then-current form of franchise agreement and related documents, which form may contain materially different provisions than this Agreement (provided, however, that the form will be amended to provide that the proposed Transferee will not be required to pay an initial franchise fee);

(v) all owners of the proposed Transferee provide a guaranty in accordance with Section 2.5;

(vi) Franchisee has paid all monetary obligations to BBF and its affiliates (including any amounts which you have financed with BFF and its affiliates) and to any lessor, vendor, supplier, or lender to the Business in full, and Franchisee is not otherwise in default or breach of this Agreement or of any other obligation owed to BBF or its affiliates;

(vii) the proposed Transferee and its owners and employees undergo such training as BBF may require;

(viii) Franchisee, its Owners, and the Transferee and its owners execute a general release of BBF in a form satisfactory to BBF; and

(ix) the Business fully complies with all of BBF's most recent System Standards.

15.3 Transfer for Convenience of Ownership. If Franchisee is an individual, Franchisee may Transfer this Agreement to a corporation or limited liability company formed for the convenience of ownership after at least 15 days' notice to BBF, if, prior to the Transfer: (1) the transferee provides the information required by Section 2.3; (2) Franchisee provides copies of the entity's charter documents, by-laws (or operating agreement) and similar documents, if requested by BBF, (3) Franchisee owns all voting securities of the corporation or limited liability company, and (4) Franchisee provides a guaranty in accordance with Section 2.5.

15.4 Transfer upon Death or Incapacity. Upon the death or incapacity of Franchisee (or, if Franchisee is an entity, the Owner with the largest ownership interest in Franchisee), the executor, administrator, or personal representative of that person must Transfer the Business to a third party approved by BBF (or to another person who was an Owner at the time of death or incapacity of the Owner with the largest ownership interest in Franchisee) within 60 days after death or incapacity. Such transfer must comply with Section 15.2.

15.5 BBF's Right of First Refusal. Before Franchisee (or any Owner) engages in a Transfer (except under Section 15.3 or to a co-Owner, or to a spouse, sibling, or child of an Owner), BBF will have a right of first refusal, as set forth in this Section. Franchisee (or its Owners) shall provide to BBF a copy of the terms and conditions of any Transfer. For a period of 30 days from the date of BBF's receipt of such copy, BBF will have the right, exercisable by notice to Franchisee, to purchase the assets subject of the proposed Transfer for the same price and on the same terms and conditions (except that BBF may substitute cash for any other form of payment). If BBF does not exercise its right of first refusal, Franchisee may proceed with the Transfer, subject to the other terms and conditions of this Article.

15.6 No Sublicense. Franchisee has no right to sublicense the Marks or any of Franchisee's rights under this Agreement.

15.7 No Lien on Agreement. Franchisee shall not grant a security interest in this Agreement to any person or entity. If Franchisee grants an "all assets" security interest to any lender or other secured party, Franchisee shall cause the secured party to expressly exempt this Agreement from the security interest.

ARTICLE 16. INDEMNITY

16.1 Indemnity. Franchisee shall indemnify and defend (with counsel reasonably acceptable to BBF) BBF, its parent entities, subsidiaries and affiliates, and their respective owners, directors, officers, employees, agents, successors and assignees (collectively, "Indemnitees") against all Losses in any Action by or against BBF and/or any Indemnitee directly or indirectly related to, or alleged to arise out of, the operation of the Business (including any Data Security Event). Notwithstanding the foregoing, Franchisee shall not be obligated to indemnify an Indemnitee from Actions which Franchisee proves arose solely as a result of any Indemnitee's intentional misconduct or negligence. Any delay or failure by an Indemnitee to notify Franchisee of an Action shall not relieve Franchisee of its indemnity obligation except to the extent (if any) that such delay or failure materially prejudices Franchisee. Franchisee shall not settle an Action without the consent of the Indemnitee. This indemnity will continue in effect after this Agreement ends.

16.2 Assumption. An Indemnitee may elect to assume the defense of any Action subject to this indemnification, and control all aspects of defending the Action, including negotiations and settlement, at Franchisee's expense. Such an undertaking shall not diminish Franchisee's obligation to indemnify the Indemnitees.

ARTICLE 17. DISPUTE RESOLUTION

17.1 Arbitration.

(a) Disputes Subject to Arbitration. Except as expressly provided in subsections (c) and (d), any controversy or claim between the parties (including any controversy or claim arising out of or relating to this Agreement or its formation and including any question of arbitrability) shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

(b) Location. The place of arbitration shall be the city and state where BBF's headquarters are located.

(c) Injunctive Relief. Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy or right to arbitrate under this Agreement, seek from any court having jurisdiction any interim or provisional injunctive relief.

(d) Intellectual Property Claims. Either party may bring a claim involving an alleged infringement of BFF's intellectual property rights in a court authorized to hear such claims under Section 17.5 of this Agreement.

(e) Confidentiality. All documents, information, and results pertaining to any arbitration or lawsuit will be confidential, except as required by law or as required for BBF to comply with laws and regulations applicable to the sale of franchises.

(f) Performance During Arbitration or Litigation. Unless this Agreement has been terminated, BBF and Franchisee will comply with this Agreement and perform their respective obligations under this Agreement during the arbitration or litigation process.

17.2 Damages. In any controversy or claim arising out of or relating to this Agreement, each party waives any right to punitive or other monetary damages not measured by the prevailing party's actual damages, except damages expressly authorized by federal statute and damages expressly authorized by this Agreement.

17.3 Waiver of Class Actions. The parties agree that any claims will be arbitrated, litigated, or otherwise resolved on an individual basis, and waive any right to act on a class-wide basis.

17.4 Time Limitation. Any arbitration or other legal action arising from or related to this Agreement must be instituted within two years from the date such party discovers the conduct or event that forms the basis of the arbitration or other legal action. The foregoing time limit does not apply to claims (i) by BBF related to non-payment of Royalty Fees and other fees under this Agreement by Franchisee, (ii) for indemnity under Article 16, or (iii) related to unauthorized use of Confidential Information or the Marks.

17.5 Venue Other Than Arbitration. For any legal proceeding not required to be submitted to arbitration, the parties agree that such proceeding will be brought in the United States District Court where BBF's headquarters is then located. If there is no federal jurisdiction over the dispute, the parties agree that any such legal proceeding will be brought in the court of record of the state and county where BBF's headquarters is then located. Each party consents to the jurisdiction of such courts and waives any objection that it, he or she may have to the laying of venue of any proceeding in any of these courts.

17.6 Legal Costs. In any legal proceeding (including arbitration) related to this Agreement or any guaranty, the non-prevailing party shall pay the prevailing party's attorney fees, costs and other expenses of the legal proceeding. "Prevailing party" means the party, if any, which prevailed upon the central litigated issues and obtained substantial relief.

17.7 Franchisor Personnel. The provisions of this Article 17 will apply to any Action by Franchisee or its Owners against BBF's officers, directors, shareholders, members, employees, and/or agents. Nothing in this Agreement authorizes any Action against BBF's officers, directors, shareholders, members, employees, and/or agents or makes those persons liable for BBF's conduct.

ARTICLE 18. MISCELLANEOUS

18.1 Relationship of the Parties. The parties are independent contractors, and neither is the agent, partner, joint venturer, or employee of the other. BBF is not a fiduciary of Franchisee. BBF does not control or have the right to control Franchisee or its Business. Any required specifications and standards in this Agreement and in the System Standards exist to protect BBF's interest in the System and the Marks, and the goodwill established in them, and not for the purpose of establishing any control, or duty to take control, over the Business. BBF has no liability for Franchisee's obligations to any third party whatsoever.

18.2 No Third-Party Beneficiaries. Except as stated in Article 16 or Article 17, this Agreement does not confer any rights or remedies upon any person or entity other than Franchisee, BBF, and BBF's affiliates.

18.3 Entire Agreement. This Agreement constitutes the entire agreement of the parties and supersedes all prior negotiations and representations. Nothing in this Agreement or in any related agreement is intended to disclaim the representations made by BBF in its franchise disclosure document.

18.4 Modification. No modification or amendment of this Agreement will be effective unless it is in writing and signed by both parties. This provision does not limit BBF's rights to modify the Manual or System Standards.

18.5 Consent; Waiver. No consent under this Agreement, and no waiver of satisfaction of a condition or nonperformance of an obligation under this Agreement will be effective unless it is in writing and signed by the party granting the consent or waiver. No waiver by a party of any right will affect the party's rights as to any subsequent exercise of that right or any other right. No delay, forbearance or omission by a party to exercise any right will constitute a waiver of such right.

18.6 Cumulative Remedies. Rights and remedies under this Agreement are cumulative. No enforcement of a right or remedy precludes the enforcement of any other right or remedy.

18.7 Severability. The parties intend that (i) if any provision of this Agreement is held by an arbitrator or court to be unenforceable, then that provision be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (ii) if an unenforceable provision is modified or disregarded, then the rest of this Agreement will remain in effect as written.

18.8 Governing Law. The laws of the state of Texas (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. The parties agree that any Texas law for the protection of franchisees or business opportunity purchasers shall not apply unless its jurisdictional requirements are met independently without reference to this Section 18.8.

18.9 Notices. Any notice will be effective under this Agreement only if made in writing and delivered as set forth in this Section to: (A) if to Franchisee, addressed to Franchisee at the notice address set forth in the Summary Page; and (B) if to BBF, addressed to 5360 Legacy Dr., Suite 155, Plano, TX 75024. Any party may designate a new address for notices by giving notice of the new address pursuant to this Section. Notices must be: (1) delivered personally; (2) sent by registered or certified U.S. mail with return receipt requested; or (3) sent via overnight courier. Notices will be effective upon the earlier of: (i) receipt by the recipient, (ii) first rejection by the recipient, (iii) three business days after mailing if sent via registered or certified mail; or (iv) the next business day after mailing if sent via overnight courier. Notwithstanding the foregoing, BBF may amend the Manual, give binding notice of changes to System Standards, and deliver notices of default by electronic mail or other electronic communication, in which case notice would be effective on Franchisee upon the delivery of the electronic mail or other electronic communication, in which case notice would be effective on Franchisee upon the delivery of the electronic mail or other electronic communication.

18.10 Joint and Several Liability. If two or more people sign this Agreement as "Franchisee", each will have joint and several liability.

18.11 No Offer and Acceptance. Delivery of a draft of this Agreement to Franchisee by BBF does not constitute an offer. This Agreement shall not be effective unless and until it is executed by both Franchisee and BBF.

[*Signatures on next page*]

Agreed to by:

FRANCHISOR:

BLOOMIN BLINDS FRANCHISE CORP

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

FRANCHISEE:

[*if an individual:*]

____
Name: __________________________
Date: ___________________________

[*if an entity:*]

____

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

(*Check if applicable*) At the same time as the parties execute this Agreement, they are also executing a Rider to Franchise Agreement pursuant to:

_______ Illinois
_______ Indiana
_______ Maryland
_______ Minnesota
_______ New York
_______ North Dakota
_______ Ohio
_______ Rhode Island
_______ Washington

Attachment 1 to Franchise Agreement

OWNERSHIP INFORMATION

1. **Form of Ownership.** Franchisee is a (check one):

_____________ *Sole Proprietorship*
_____________ *Partnership*
_____________ *Limited Liability Company*
_____________ *Corporation*

State: __________________________

2. **Owners.** If Franchisee is a partnership, limited liability company or corporation:

Name	Shares or Percentage of Ownership

3. **Officers.** If Franchisee is a limited liability company or corporation:

Name	Title

Attachment 2 to Franchise Agreement

GUARANTY AND NON-COMPETE AGREEMENT

This Guaranty and Non-Compete Agreement (this "Guaranty") is executed by the undersigned person(s) (each, a "Guarantor") in favor of Bloomin Blinds Franchise Corp, a Texas corporation ("BBF").

Background Statement: ______________________ ("Franchisee") desires to enter into a Franchise Agreement with BBF for the franchise of a Bloomin' Blinds business (the "Franchise Agreement"; capitalized terms used but not defined in this Guaranty have the meanings given in the Franchise Agreement). Guarantor owns an equity interest in Franchisee. Guarantor is executing this Guaranty in order to induce BBF to enter into the Franchise Agreement.

Guarantor agrees as follows:

1. Guaranty. Guarantor hereby unconditionally guarantees to BBF and its successors and assigns that Franchisee shall pay and perform every undertaking, agreement and covenant set forth in the Franchise Agreement and further guarantees every other liability and obligation of Franchisee to BBF, whether or not contained in the Franchise Agreement. Guarantor shall render any payment or performance required under the Franchise Agreement or any other agreement between Franchisee and BBF upon demand from BBF. Guarantor waives (a) acceptance and notice of acceptance by BBF of this Guaranty; (b) notice of demand for payment of any indebtedness or nonperformance of any obligations of Franchisee; (c) protest and notice of default to any party with respect to the indebtedness or nonperformance of any obligations hereby guaranteed; (d) any right Guarantor may have to require that an action be brought against Franchisee or any other person or entity as a condition of liability hereunder; (e) all rights to payments and claims for reimbursement or subrogation which any of the undersigned may have against Franchisee arising as a result of the execution of and performance under this Guaranty by the undersigned; (f) any law which requires that BBF make demand upon, assert claims against or collect from Franchisee or any other person or entity (including any other guarantor), foreclose any security interest, sell collateral, exhaust any remedies or take any other action against Franchisee or any other person or entity (including any other guarantor) prior to making any demand upon, collecting from or taking any action against the undersigned with respect to this Guaranty; and (g) any and all other notices and legal or equitable defenses to which Guarantor may be entitled.

2. Confidential Information. With respect to all Confidential Information, Guarantor shall (a) adhere to all security procedures prescribed by BBF for maintaining confidentiality, (b) disclose such information to its employees only to the extent necessary for the operation of the Business; (c) not use any such information in any other business or in any manner not specifically authorized or approved in writing by BBF, (d) exercise the highest degree of diligence and make every effort to maintain the confidentiality of all such information during and after the term of the Franchise Agreement, (e) not copy or otherwise reproduce any Confidential Information, and (f) promptly report any unauthorized disclosure or use of Confidential Information. Guarantor acknowledges that all Confidential Information is owned by BBF or its affiliates (except for Confidential Information which BBF licenses from another person or entity). Guarantor acknowledges that all customer data collected or generated by the Business and all data collected or generated by the primary software system (other than data regarding employees) is Confidential Information belonging to BBF. This Section will survive the termination or expiration of the Franchise Agreement indefinitely.

3. Covenants Not to Compete.

(a) Restriction - In Term. During the term of the Franchise Agreement, Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor.

(b) Restriction – Post Term. For two years after the Franchise Agreement expires or is terminated for any reason (or, if applicable, for two years after a Transfer by Guarantor), Guarantor shall not directly or indirectly have any ownership interest in, lend money or provide financial assistance to, provide any services to, or be employed by, any Competitor operating in within 25 miles of Franchisee's Territory or the territory of any other Bloomin' Blinds business operating on the date of expiration, termination, or transfer, as applicable.

(c) Interpretation. Guarantor agrees that each of the foregoing covenants is independent of any other covenant or provision of this Guaranty or the Franchise Agreement. If all or any portion of the covenants in this Section is held to be unenforceable or unreasonable by any court or arbitrator, then the parties intend that the court or arbitrator modify such restriction to the extent reasonably necessary to protect the legitimate business interests of BBF. Guarantor agrees that the existence of any claim it or Franchisee may have against BBF shall not constitute a defense to the enforcement by BBF of the covenants of this Section. If Guarantor fails to comply with the obligations under this Section during the restrictive period, then the restrictive period will be extended an additional day for each day of noncompliance.

4. Modification. Guarantor agrees that Guarantor's liability hereunder shall not be diminished, relieved or otherwise affected by (a) any amendment of the Franchise Agreement, (b) any extension of time, credit or other indulgence which BBF may from time-to-time grant to Franchisee or to any other person or entity, or (c) the acceptance of any partial payment or performance or the compromise or release of any claims.

5. Governing Law; Dispute Resolution. This Guaranty shall be governed by and construed in accordance with the laws of the state of Texas (without giving effect to its principles of conflicts of law). The parties agree that any Texas law for the protection of franchisees or business opportunity purchasers will not apply unless its jurisdictional requirements are met independently without reference to this Section 5. The provisions of Article 17 (Dispute Resolution) of the Franchise Agreement apply to and are incorporated into this Guaranty as if fully set forth herein. Guarantor shall pay to BFF all costs incurred by BFF (including reasonable attorney fees) in enforcing this Guaranty. If multiple Guarantors sign this Guaranty, each will have joint and several liability.

Agreed to by:

____
Name: ________________________
Address: ______________________
____
____
Date: _________________________

____
Name: ________________________
Address: ______________________
____
____
Date: _________________________

____
Name: ________________________
Address: ______________________
____
____
Date: _________________________

Attachment 3 to Franchise Agreement

CONDITIONAL ASSIGNMENT OF BRAND ACCOUNTS

This Assignment of Brand Accounts (this "Assignment") is executed by the undersigned ("Franchisee") in favor of Bloomin Blinds Franchise Corp, a Texas corporation ("BBF").

Background Statement: BBF and Franchisee are parties to a Franchise Agreement pursuant to which BBF granted Franchisee a license to operate a Bloomin Blinds franchised business (the "Business"). BBF or its affiliates are the sole owner of the Bloomin Blinds brand and all names, logos, trademarks, service marks, and other intellectual property associated therewith. To protect BBF's interest in and control of Bloomin Blinds, Franchisee acknowledges and agrees that BBF has the right to control all telephone numbers, directory listings, and internet marketing accounts related to Bloomin Blinds.

Franchisee agrees as follows:

1. Conditional Assignment. Franchisee hereby assigns to BBF (or its designee) all of Franchisee's rights, title, and interest in and to all telephone numbers, directory listings, email accounts, websites, social media accounts, and all other accounts and profiles for advertising and marketing on the internet or any electronic communications network ("Brand Accounts") associated with Bloomin Blinds and registered by Franchisee from time to time in connection with the operation of Franchisee's Business, such assignment to be effective upon (a) termination or expiration of the Franchise Agreement, or (b) notice from BBF to Franchisee, at which BBF will have the right to assume ownership of any one or all Brand Accounts.

2. Transfer or Deletion. Franchisee hereby authorizes the service provider of each Brand Account (the "Provider") to transfer the Brand Account to BBF (or its designee) or to delete the Brand Account upon the written instruction of BBF. Franchisee hereby grants BBF an irrevocable limited power of attorney on behalf of Franchisee to direct any Provider to transfer or delete a Brand Account. In such an event, Franchisee will have no further right, title or interest in the Brand Account but will remain liable to the Provider for all past due fees owing to the Provider on or before the date on which the assignment is effective. BBF will have no liability or obligation of any kind to a Provider arising prior the effective date of transfer or deletion. Franchisee agree to take all reasonable steps necessary to effectuate the transfer or deletion (as determined by Buyer) of each Brand Account.

[*Signatures on next page*]

Executed by:

FRANCHISEE:

[*if an individual:*]

____
Name: _________________________
Date: __________________________

[*if an entity:*]

____

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

EXHIBIT C

CUSTOMER SERVICE CENTER AGREEMENT

Bloomin Blinds Franchise Corp ("Franchisor") and the undersigned franchisee ("Franchisee") agree as follows:

1. Services. Franchisor will operate a customer service center for franchisees of Bloomin Blinds (the "Customer Service Center"). Franchisor will bear all costs and expenses of the Customer Service Center. The Customer Service Center will provide services determined by Franchisor for handling communications with potential new customers and with existing customers of Franchisee, such as receiving inbound phone or website inquiries from potential new customers, providing cost estimates to potential customers, assisting customers in signing up for service, following up on new customer inquiries, and receiving complaints. Franchisee will handle all scheduling directly. Franchisor will operate the Customer Service Center for such hours as it deems appropriate.

2. Monthly Fee. Franchisee will Franchisor a Customer Service Support Fee that is the greater of $400 per month, and 2% of Franchisee's Total Sales (as such Term is defined in Franchisee's franchise agreement).

3. Payment Terms. The monthly fee for a given month is due by the last day of the following calendar month. Not more than once per year, Franchisor may reasonably increase the monthly fee to reflect its costs of operating the Customer Service Center, overhead, and other factors. Franchisor will give at least 60 days' notice before any such increase.

4. Miscellaneous. This agreement will automatically end upon the expiration or termination of the Franchise Agreement between Franchisor and Franchisee. Franchisor may terminate this Agreement at any time after at least 90 days' notice to Franchisee. Franchisee does not have the right to terminate this Agreement except with the written consent of Franchisor. The laws of the State of Texas (without giving effect to its principles of conflicts of law) govern all adversarial proceedings between the parties. Franchisor's liability to Franchisee for failing to properly operate the Customer Service Center will be limited to Franchisee's actual lost revenue from specifically identified customers which losses are proven by Franchisee to arise from Franchisor's failure. The provisions of Section 4.9 (Payment Terms), Article 17 (Dispute Resolution) and Article 18 (Miscellaneous) of the Franchise Agreement between Franchisor and Franchisee apply to and are incorporated into this Agreement as if fully set forth herein.

Agreed to by:

FRANCHISOR:

BLOOMIN BLINDS FRANCHISE CORP

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

FRANCHISEE:

[*if an individual:*]

____
Name: _________________________
Date: __________________________

[*if an entity:*]

____

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

EXHIBIT D

FORM OF GENERAL RELEASE

[*This is our current standard form of General Release. This document is not signed when you purchase a franchise. In circumstances such as a renewal of your franchise or as a condition of our approval of a sale of your franchise, we may require you to sign a general release.*]

This General Release ("Release") is executed by the undersigned ("Releasor") in favor of Bloomin Blinds Franchise Corp, a Texas corporation ("BBF").

Background Statement: [*describe circumstances of Release*]

Releasor agrees as follows:

1. Release. Releasor (on behalf of itself and its parents, subsidiaries and affiliates and their respective past and present officers, directors, shareholders, managers, members, partners, agents, and employees (collectively, the "Releasing Parties")) hereby releases BBF, its affiliates, and their respective directors, officers, shareholders, employees, and agents (collectively, the "Released Parties") from any and all claims, causes of action, suits, debts, agreements, promises, demands, liabilities, contractual rights and/or obligations, of whatever nature, known or unknown, which any Releasing Party now has or ever had against any Released Party based upon and/or arising out of events that occurred through the date hereof, including without limitation, anything arising out of the Franchise Agreement (collectively, "Claims").

2. Covenant Not to Sue. Releasor (on behalf of all Releasing Parties) covenants not to initiate, prosecute, encourage, assist, or (except as required by law) participate in any civil, criminal, or administrative proceeding or investigation in any court, agency, or other forum, either affirmatively or by way of crossclaim, defense, or counterclaim, against any Released Party with respect to any Claim.

3. Representations and Acknowledgments. Releasor represents and warrants that: (i) Releasor is the sole owner of all Claims, and that no Releasing Party has assigned or transferred, or purported to assign or transfer, to any person or entity, any Claim; (ii) Releasor has full power and authority to sign this Release; and (iii) this Release has been voluntarily and knowingly signed after Releasor has had the opportunity to consult with counsel of Releasor's choice. Releasor acknowledges that the release in Section 1 is a complete defense to any Claim.

4. Miscellaneous. If any of the provisions of this Release are held invalid for any reason, the remainder of this Release will not be affected and will remain in full force and effect. In the event of any dispute concerning this Release, the dispute resolution, governing law, and venue provisions of the Franchise Agreement shall apply. Releasor agrees to take any actions and sign any documents that BBF reasonably requests to effectuate the purposes of this Release. This Release contains the entire agreement of the parties concerning the subject matter hereof.

5. State Addenda.

[Maryland Residents]: This Release shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

[Washington Residents]: A release or waiver of rights executed by a franchisee shall not include rights under the Washington Franchise Investment Protection Act except when executed pursuant to a negotiated settlement after the franchise agreement is in effect and where the parties are represented by independent counsel.

Agreed to by:

____
Name: _________________________
Date: __________________________

EXHIBIT E

FINANCIAL STATEMENTS

BLOOMIN' BLINDS FRANCHISE CORP

FINANCIAL REPORT

AS OF DECEMBER 31, 2022

BLOOMIN' BLINDS FRANCHISE CORP

TABLE OF CONTENTS

Independent Auditor's Report

To the Shareholders
Bloomin' Blinds Franchise Corp
Plano, Texas

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Bloomin' Blinds Franchise Corp which comprise the balance sheet as of December 31, 2022, and the related statements of operations, changes in stockholders' (deficit) and cash flows for the year ended December 31, 2022, and the related notes to the financial statements.

In our opinion, the financial statements referred to in the first paragraph above present fairly, in all material respects, the financial position of Bloomin' Blinds Franchise Corp as of December 31, 2022, and the results of its operations and its cash flows for the year ended December 31, 2022, in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Bloomin' Blinds Franchise Corp and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

REESE CPA LLC

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 Bloomin' Blinds Franchise Corp'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 Bloomin' Blinds Franchise Corp'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.

Reese CPA LLC

Ft. Collins, Colorado
April 17, 2023

BLOOMIN' BLINDS FRANCHISE CORP
BALANCE SHEET
AS OF DECEMBER 31, 2022

		2022
ASSETS:		
CURRENT ASSETS		
Cash and cash equivalents	$	990,981
Franchisee receivable		781,719
Prepaid expense		72,315
Deferred contract commissions, current		196,855
TOTAL CURRENT ASSETS		2,041,870
NON-CURRENT ASSETS		
Property and equipment, net		513,846
Right to use - office space		434,071
Deferred contract commission		984,270
Franchisee receivables, long-term		188,250
Other assets		15,331
TOTAL ASSETS	$	4,177,638
LIABILITIES AND STOCKHOLDERS' (DEFICIT):		
CURRENT LIABILITIES		
Accounts payable	$	301,797
Accrued expenses		160,314
Lease liability, current		102,634
Non-refundable deferred franchise fees, current		513,617
Current maturities of notes payable		11,720
TOTAL CURRENT LIABILITIES		1,090,082
LONG-TERM LIABILITIES		
Non-refundable deferred franchise fees		1,939,831
Lease liability		331,437
Notes payable		2,308,212
TOTAL LIABILITIES		5,669,562
STOCKHOLDERS' (DEFICIT)		
Common stock, $10 par value, 100 shares issued 100 shares issued and outstanding		1,000
Retained (deficit)		(1,204,209)
Due from related parties		(288,715)
TOTAL STOCKHOLDERS' (DEFICIT)		(1,491,924)
TOTAL LIABILITIES AND STOCKHOLDERS' (DEFICIT)	$	4,177,638

The accompanying notes are an integral part of these financial statements.

BLOOMIN' BLINDS FRANCHISE CORP
STATEMENT OF OPERATIONS
FOR THE YEAR ENDED DECEMBER 31, 2022

		2022
REVENUES		
Royalty fees	$	1,381,194
Franchise fees		733,635
Ancillary fees		1,178,434
Rebate revenue		636,506
Advertising revenue		542,606
TOTAL REVENUES		4,472,375
OPERATING EXPENSES		
Payroll and related costs		2,150,329
Franchise related costs		1,160,138
General and administrative		1,095,861
Advertising expenses		281,169
Professional fees		112,248
Depreciation expense		39,795
TOTAL OPERATING EXPENSES		4,839,540
OPERATING INCOME (LOSS)		(367,165)
OTHER INCOME (EXPENSE)		
Interest income		1,820
Interest expense		(111,956)
OTHER INCOME (EXPENSE)		(110,136)
NET INCOME (LOSS)	$	(477,301)

The accompanying notes are an integral part of these financial statements

BLOOMIN' BLINDS FRANCHISE CORP
STATEMENT OF CHANGES IN STOCKHOLDERS' (DEFICIT)
FOR THE YEAR ENDED DECEMBER 31, 2022

	Common Stock	Retained (Deficit)	Total Stockholders' (Deficit)
BALANCE, DECEMBER 31, 2021	**$ 1,000**	**$ (720,365)**	**$ (719,365)**
Shareholder distributions	-	(6,543)	(6,543)
Net (loss)	-	(477,301)	(477,301)
BALANCE, DECEMBER 31, 2022	**$ 1,000**	**$ (1,204,209)**	**$ (1,203,209)**

The accompanying notes are an integral part of these financial statements.

BLOOMIN' BLINDS FRANCHISE CORP
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2022

	2022
CASH FLOWS FROM OPERATING ACTIVITIES	
Net income (loss)	$ (477,301)
Adjustments to reconcile net (loss) to net cash provided by operating activities:	
Depreciation and amortization	39,795
Recognition of non-refundable deferred franchise sales	(733,635)
Recognition of deferred contract commissions	268,455
Change in assets and liabilities	
Franchisee receivables	(358,933)
Prepaid expenses	(55,479)
Deferred contract commissions	(1,449,580)
Accounts payable	(347,522)
Accrued expenses	154,515
Non-refundable deferred franchise fees	1,877,316
Net cash provided (used) by operating activities	(1,082,369)
CASH FLOWS FROM INVESTING ACTIVITIES	
Collection of long-term receivables	42,600
Purchases of property and equipment	(23,180)
Net cash provided (used) by investing activities	19,420
CASH FLOWS FROM FINANCING ACTIVITIES	
Payment on notes payable	(11,443)
Advances to related parties	(96,427)
Member distributions	(6,543)
Net cash provided (used) by financing activities	(114,413)
NET INCREASE (DECREASE) IN CASH	(1,177,362)
CASH, beginning of year	2,168,343
CASH, end of year	$ 990,981
SUPPLEMENTAL CASH FLOW INFORMATION	
Cash paid for interest	$ 30,110

The accompanying notes are an integral part of these financial statements.

BLOOMIN' BLINDS FRANCHISE CORP
STATEMENTS OF CASH FLOWS (CONTINUED)
FOR THE YEAR ENDED DECEMBER 31, 2022

		2022
SUPPLEMENTAL SCHEDULE OF NON-CASH FLOW INFORMATION		
Record right to use asset of office space	$	(532,547)
Record lease liability for the right to use asset office space	$	532,547

The accompanying notes are an integral part of these financial statements.

BLOOMIN' BLINDS FRANCHISE CORP
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Bloomin' Blinds Franchise Corp ("Company") is a Texas Corporation, the Company was formed on June 12, 2014.

The Company offers franchises for the right to operate a franchised business that sells, installs, and repairs window blinds, shades and shutters under the trade name "Bloomin' Blinds".

Related Parties

Bloomin Blinds Inc, operated Bloomin' Blinds in Carrollton and Lewisville, Texas from 2001 until November 2017, when it sold the business to a then-current employee, the office manager. That office now operates as Bloomin Blinds of North Dallas. The affiliate has not sold any other franchises. Stuart Bros Blinds, LLC, has operated a Bloomin' Blinds in Pflugerville, Texas, beginning February 2021.

Outlets in Operation

Changes in the number of operating outlets for the years ended December 31, 2022, consist of the following:

	2022
Outlets in operation, beginning	70
Outlets opened	41
Outlets terminated or closed	(13)
Outlets in operation, ending	98
Franchised outlets	89
Related party owned outlets	9

A summary of significant accounting policies follows:

Basis of Presentation

The accompanying financial statements have been prepared on an accrual basis in accordance with accounting principles generally accepted in the United States of America ("GAAP").

Use of Estimates

Preparation of the Company's financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of any contingent assets and liabilities at the date of the financial statements and reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

The Company considers all highly liquid investments with a maturity of three months or less at the time of purchase to be cash equivalents. The Company had no cash equivalents as of December 31, 2022.

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Variable Interest Entities

The Company has evaluated its business relationships with Related Parties for which it provides advances to or receives advances from (see Note 4) to identify potential variable interest entities and has concluded that consolidation is not required for the periods presented.

Franchisee Receivables

The Company's franchisee receivables primarily result from initial franchise fees, royalty fees, brand development contributions and training fees charged to franchisees. Timing of revenue recognition may be different from the timing of invoicing to customers. The Company records an accounts receivable when revenue is recognized prior to invoicing, or unearned revenue when revenue is recognized after invoicing. The Company reports these receivables at net realizable value.

Management determines the allowance for doubtful accounts based on historical losses, current expectations, and economic conditions. On a continuing basis, management analyzes delinquent accounts receivable and, once these accounts receivable are determined to be uncollectible, they are written off through a charge against an existing allowance account. The allowance account is reviewed regularly and adjusted against earnings as appropriate. The Company determined that an allowance on outstanding franchisee receivables of $0 was necessary as of December 31, 2022. Franchisee bad debt expense was $0, for the year ended December 31, 2022. Franchisee amounts written off were $0 for the year ended December 31, 2022.

Property and Equipment

The Company has adopted ASC 360 – Property, Plant and Equipment. Property and equipment are stated at historical cost. Depreciation is provided using straight-line method based on the estimated useful lives of the related assets (generally two to seven years). Routine expenditures for repairs and maintenance are expensed as incurred and are charged to operations and major improvements are capitalized. Upon retirement, sale, or other disposition of property and equipment, the cost and accumulated depreciation are eliminated from the accounts and a gain or loss is included in operating expenses.

Property and equipment consist of the following as of December 31:

	2022
Building	$ 368,874
Furniture and equipment	134,398
Vehicles	100,479
Leasehold improvements	85,272
Property and equipment	689,023
Less accumulated depreciation	(175,177)
	$ 513,846

Depreciation expense was $39,795 for the year ended December 31, 2022.

BLOOMIN' BLINDS FRANCHISE CORP
NOTES TO FINANCIAL STATEMENTS

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Franchisee Revenue and Non-refundable Deferred Franchise Fee Revenue

The Company recognizes revenues under the guidance of ASC 606, "Contracts with Customers". The Company's revenue is principally generated through franchise agreements executed with the Company's franchisees.

Each franchise agreement is comprised of several performance obligations. The Company identifies those performance obligations, determines the contract price for each obligation, allocates the transaction price to each performance obligation and recognizes revenue when the Company has satisfied the performance obligation by transferring control of the good or service to the franchisee.

When a qualified party purchases a "Bloomin Blinds" franchise, the Company grants the franchisee the right to operate the franchised business in a specific territory and to use the proprietary methods, techniques, trade dress, trademarks, and logos ("symbolic intellectual property" or "IP") for an initial term of seven years with unlimited five-year renewal options. Revenues related to the designated territory and IP are continuing monthly royalty fees as defined in the franchise agreement and are 5.5% of gross sales subject to per territory minimums and maximums as defined in the franchise agreement. Revenue from continuing monthly royalty fees is billed monthly and is recognized as revenue when earned. These revenues will be used to continue the development of the Company's brand, the franchise system and provide on-going support for the Company's franchisees.

Revenue from initial franchise fees is allocated to the performance obligations in the franchise agreement that are distinct from the territory rights and symbolic intellectual property. The Company's current franchise agreement requires the franchisee to pay an initial, non-refundable fee upon the signing of the agreement for each new franchise awarded. Revenue from initial fees is recognized when the performance obligation is satisfied and control of the good or service has been transferred to the franchisee. Unearned initial fee revenues are recorded as non-refundable deferred revenue. Commissions and other direct costs related to unsatisfied performance obligations are recorded as a contract commission asset and are recognized as expense when the related performance obligation has been satisfied under the guidance of ASC 340-40 "Other Assets and Deferred Costs".

Other Fees and Charges

Fees for technology, software, customer service center, parts, product samples, tools and supplies are recognized as revenue when control of the related good or service has been transferred to control of the franchisee. These service fees are billed monthly as the service is delivered or available. Product sales are billed upon order and recognized as revenue when delivery has occurred.

Rebate Revenue

Manufacturers' rebates are recognized as revenue when the amount of the rebate is known, and collection of the rebate is reasonably assured.

NOTE 1 - NATURE OF BUSINESS AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Marketing Fund Contribution

A marketing fund contribution of 2% of gross sales, subject to maximums as defined in the agreement, is collected from all franchised locations to be used to maximize the general public recognition, acceptance, and use of the system. The fees are billed monthly with the royalty fees and recognized as revenue when earned.

Advertising Expenses

The Company expenses advertising costs for the selling of franchises as incurred. Advertising expenses were $0 for the year ended December 31, 2022.

Income Taxes

The shareholders of the Company have elected to be treated as a Subchapter S corporation for income tax purposes. Accordingly, taxable income and losses of the Company are reported on the income tax returns of the Company's shareholders and no provision for federal or state income taxes has been recorded in the accompanying financial statements.

The Company follows accounting requirements associated with uncertainty in income taxes under the provisions of Financial Accounting Standards Board ("FASB") ASC 740, Income Taxes. Using that guidance, tax positions initially need to be recognized in the financial statements when it is more-likely-than-not the positions will be sustained upon examination by the tax authorities. A recognized tax position is then measured at the largest amount of benefit that is greater than 50% likely of being realized upon settlement.

Based on its evaluation, the Company has concluded that there are no significant uncertain tax positions requiring recognition in its financial statements for the years ended December 31, 2022.

Concentrations of Credit Risk

Financial instruments that potentially subject the Company to significant concentrations of credit risk consist primarily of cash, franchise receivables and advances to Related Parties. The Company places its temporary cash investments with financial institutions. At times throughout the year the Company may, in the ordinary course of business, maintain cash balances in excess of federally insured limits. Management does not believe the Company is exposed to any unusual risks on such deposits. The Company grants credit to franchisees and Related Parties. The Company's ability to collect the amounts due from franchisees and Related Parties is affected by fluctuations in the economy and the operations of the franchisees.

Recently Issued and Adopted Accounting Guidance

The Company has adopted all recently issued Accounting Standards Updates ("ASU"). Management has not yet determined the effect the adoption of the other recently issued ASUs, including those not yet effective, could have on the financial position or results of operations of the Company.

NOTE 2 – CONTRACTS WITH CUSTOMERS

The Company has recognized an asset for the incremental costs and recorded a liability for unearned revenue and deposits associated with franchisee acquisition and acceptance performance obligation of the Company's franchise agreement. The account balances and activity are as follows:

	December 31, 2022
Deferred Contract Commissions	
Balance beginning of year	$ -
Deferral of contract commission costs	1,449,580
Recognition of contract commission costs	(268,455)
Balance at end of year	$ 1,181,125
Non-refundable Deferred Franchise Fees:	
Balance beginning of year	$ 1,309,767
Deferral of non-refundable franchise fees	1,877,316
Recognition of non-refundable franchise fees	(733,635)
Balance at end of year	$ 2,453,448

Estimated Recognition of Non-refundable Deferred Franchise Fees and Contract Commission Costs

Estimated revenues and franchise acquisition costs to be recognized in future periods related to non-refundable deferred franchise fees as reported as of December 31, 2022, is as follows:

	Deferred Contract Commissions	Non-refundable Franchise Fees
Year ending December 31:		
2023	$ 196,855	$ 513,617
2024	196,855	513,615
2025	196,855	462,331
2026	196,855	411,010
2027	196,855	297,474
Thereafter	196,850	255,401
	$ 1,181,125	$ 2,453,448

Disaggregation of Revenues

Disaggregated revenues based on the satisfaction of performance obligations in the Company's contracts with franchisees for the year ended December 31, 2022, is as follows:

	2022
Performance obligations satisfied at a point in time	$ 3,369,471
Performance obligations satisfied through the passage of time	733,635
Total revenues	$ 4,103,106

NOTE 3 – NOTES PAYABLE

Notes payable consist of the following at December 31,

		2022
Note payable with the Small Business Administration under the EIDL program for COVID-19 relief. Face amount of $2,000,000, payable in monthly installments of $9,834 including interest at the rate of 3.75% until all principal and interest is repaid. Final payment due October 2051. Collateralized by assets of the Company.	$	1,999,102
Note payable with a bank, payable in monthly payments of $1,341, including interest at 6.662%, final payment due in October of 2028. Collagenized by real estate.		177,885
Note payable with a bank, payable in monthly payments of $1,341, including interest at 4.04654%, final payment due in November of 2043. Collagenized by real estate.		142,945
		2,319,932
Less current maturities		(11,720)
	$	2,308,212

The maturities of the long-term debt are as follows:

Year ending December 31:		
2023	$	11,720
2024		12,244
2025		12,877
2026		18,445
2027		58,276
Thereafter		2,206,370
	$	2,319,932

Interest expense on notes payable was $112,128, for the year ended December 31, 2022. Accrued interest on the SBA EIDL loan totaled $82,033 as of December 31, 2022.

NOTE 4 – RELATED PARTY TRANSACTIONS

Transactions with the Company's related parties primarily consist of various costs paid and advances made to the related parties to support their operations and development both in cash and costs incurred.

Advances are not collateralized, noninterest bearing and due on demand. Advances due from the related parties as of December 31, 2022 were $288,715. The advances are reported as a component of stockholders' (deficit) in the accompanying balance sheet as the advances do not have stated repayment terms and the control of these related parties is the same control of the Company.

BLOOMIN' BLINDS FRANCHISE CORP
NOTES TO FINANCIAL STATEMENTS

NOTE 5 – RIGHT TO USE ASSET AND LEASE LIABILTY

On January 1, 2022, under the guidance of ASC 842 "Leases", the Company recorded a right to use asset and lease liability for the lease of office space from a company owned by one of the members of the Company. As of January 1, 2022, the remaining initial lease term was 59 months, through November 2025. Lease payments over the term are between $9,337 and $10,333. The right to use asset and lease were recorded as an operating lease. The right to use asset and lease liability were valued at $532,547 using the monthly lease payments over the initial term of the lease using a 3.25% discount rate based on the prime interest borrowing rate at the inception of the lease. Total lease expense recorded for the year ended December 31, 2022, was $112,480 and consisted of right to use asset amortization of $98,476 and amounts representing interest of $14,364.

Future minimum payments of the lease, including the interest component is as follows:

Year ending December 31:		
2023	$	115,228
2024		117,612
2025		119,992
2026		112,049
202		112,049
Total	$	464,881

NOTE 7 - COMMITMENTS AND CONTINGENCIES

Contingencies

The Company may be party to various claims, legal actions and complaints arising in the ordinary course of business. In the opinion of management, all matters are of such kind, or involve such amounts, that unfavorable disposition, if any, would not have a material effect on the financial position of the Company.

NOTE 8 - SUBSEQUENT EVENTS

Date of Management's Evaluation

Management has evaluated subsequent events through April 17, 2023, the date on which the financial statements were available to be issued.

BLOOMIN' BLINDS

Financial Statements and Independent Auditor's Report

For the Years Ended December 31, 2021 and 2020

Bloomin' Blinds Franchise Corp

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Sawyer assurance

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INDEPENDENT AUDITOR'S REPORT

Bloomin' Blinds Franchise Corp
Lewisville, Texas

Opinion

We have audited the financial statements of Bloomin' Blinds, which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of income, changes in shareholders' 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 Bloomin' Blinds as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Bloomin' Blinds and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Bloomin' Blinds' 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 Bloomin' Blinds' 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.

Sincerely,

Ryan A. Sawyer, CPA, PLLC

Dallas, Texas
January 28, 2022

Bloomin' Blinds Franchise Corp
Balance Sheets
As of December 31, 2021 and 2020

	December 31, 2021	December 31, 2020
ASSETS		
Current assets		
Cash	$ 2,168,343	$ 607,744
Accounts receivable, net	257,111	240,155
Notes receivable from franchisees - current	45,315	45,456
Employee loans	13,227	-
Accrued rebates	299,341	195,707
Prepaid expenses	16,836	8,075
Total current assets	2,800,173	1,097,137
Property and equipment, net	530,461	442,652
Notes receivable from franchisees - long term	246,181	276,165
Total assets	3,576,815	1,815,954
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities		
Credit card liabilities	49,871	6,153
Accounts payable	599,448	8,922
Payroll liabilities	5,799	5,976
Current maturities of long-term debt	11,351	40,398
Deferred revenues - current	278,387	256,245
Total current liabilities	944,856	317,694
Non-current liabilities		
Notes payable, less current maturities	2,320,024	526,396
Deferred revenue - long term	1,031,380	1,089,053
Total non-current liabilities	3,351,404	1,615,449
Total liabilities	4,296,260	1,933,143
Shareholders' equity		
Common stock (100 shares issued and outstanding, $10 par value)	1,000	1,000
Retained earnings	(720,445)	(118,189)
Total shareholders' equity	(719,445)	(117,189)
Total liabilities and shareholders' equity	$ 3,576,815	$ 1,815,954

See accompanying notes to financial statements

Bloomin' Blinds Franchise Corp
Income Statements
For the Years Ended December 31, 2021 and 2020

	December 31, 2021	December 31, 2020
Revenues:		
Initial franchise fees	$ 345,530	$ 369,459
Royalties and reimbursements	2,018,939	1,612,890
Company store revenues	861,348	-
Other revenues	500,513	567,375
Total revenue	3,726,330	2,549,724
Cost of goods sold - company store	513,208	-
Gross Profit	3,213,122	2,549,724
Expenses:		
Computer expenses	275,088	229,834
Franchise expenses	570,692	88,740
Insurance	79,729	44,053
Licenses	1,503	22,197
Marketing	799,394	572,254
Miscellaneous	168,326	5,376
Office expenses	129,604	56,143
Payroll & taxes	695,205	264,560
Professional fees	89,476	51,781
Rent and occupancy expenses	90,961	43,239
Repairs	28,686	19,081
Training	27,752	2,510
Travel, meals & entertainment	109,755	51,629
Vehicle expenses	76,576	37,012
Total expenses	3,142,747	1,488,409
Operating Income	70,375	1,061,315
Other income/(expense)		
Interest income	1	4
Interest expense	(15,715)	(21,058)
Bad debt expense	(7,624)	(23,194)
Gain on sale of assets	10,042	2,276
Depreciation	(46,465)	(44,237)
Total other income/(expense)	(59,761)	(86,209)
Net income	**$ 10,614**	**$ 975,106**

See accompanying notes to financial statements

Bloomin' Blinds Franchise Corp
Statements of Changes in Shareholders' Equity
For the Years Ended December 31, 2021 and 2020

	Common Stock	Retained Earnings	Shareholders' Equity
Shareholders' equity at December 31, 2019	$ 1,000	$ (1,009,766)	$ (1,008,766)
Shareholders' distributions	-	(405,150)	(405,150)
Prior period adjustment		321,621	321,621
Net income	-	975,106	975,106
Shareholders' equity at December 31, 2020	1,000	(118,189)	(117,189)
Shareholders' distributions	-	(612,870)	(612,870)
Net income	-	10,614	10,614
Shareholders' equity at December 31, 2021	$ 1,000	$ (720,445)	$ (719,445)

See accompanying notes to financial statements

Bloomin' Blinds Franchise Corp
Statements of Cash Flows
For the Years Ended December 31, 2021 and 2020

	December 31, 2021	December 31, 2020
Cash flows from operating activities:		
Net income	$ 10,614	$ 975,106
Adjustments to reconcile net income to net cash provided by operating activites		
Depreciation	46,465	44,237
Change in allowance for accounts receivable	(23,194)	23,194
Gain on sale of fixed assets	(10,042)	(2,276)
Changes in assets and liabilities		
Accounts receivable, gross	6,238	(70,450)
Notes receivable from franchisees	30,125	-
Accrued rebates	(103,634)	(195,707)
Employee loans	(13,227)	-
Prepaid expenses	(8,761)	(8,033)
Credit card liabilities	43,718	(49,834)
Accounts payable	590,526	8,922
Payroll liabilities	(177)	1,518
Deferred revenue	(35,531)	118,042
Net cash provided by operating activities	533,120	844,719
Cash flows from investing activities:		
Purchases of fixed assets	(144,232)	-
Proceeds from the sale of fixed assets	20,000	8,500
Net cash provided/(used) by investing activities	(124,232)	8,500
Cash flows from financing activities:		
Proceeds from notes payable	1,849,202	169,986
Payments on notes payable	(84,621)	(55,024)
Shareholders' distributions	(612,870)	(405,150)
Net cash provided/(used) by financing activities	1,151,711	(290,188)
Net change in cash	1,560,599	563,031
Cash - beginning of year	607,744	44,713
Cash - end of year	$ 2,168,343	$ 607,744
Supplemental disclosures:		
Interest Paid	15,715	21,058
Non-cash item: prior period adjustment	-	321,621

See accompanying notes to financial statements

Bloomin' Blinds Franchise Corp
Notes to Financial Statements
For the Years Ended December 31, 2021 and 2020

NOTE 1— NATURE OF OPERATIONS

Organization and Nature of Business—Bloomin' Blinds Franchise Corp ("the Company") was incorporated under the laws of the State of Texas for the purpose of offering franchise opportunities to entrepreneurs who want to own their own Bloomin' Blinds franchise. The Company is a franchisor, whose franchisees are in the business of selling, installing, or repairing window blinds for residential customers. As of December 31, 2021, the Company's franchisees were in 23 states across the United States of America.

In February 2021, the company absorbed one of its franchisees to operate it as a company-owned store in Austin, Texas. In connection with that transaction, there was no consideration transferred to the owner of that franchisee. The operations, assets, and liabilities of that company-owned store have been consolidated within these financial statements beginning in February 2021, and all intercompany transactions have been eliminated. For the year ended December 31, 2021, the company-owned store represented 23% of the Company's consolidated revenues.

NOTE 2— SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation—The financial statements are presented on the accrual basis of accounting, and include the consolidated operations, assets, and liabilities of the Company its the company-owned store.

Revenue Recognition— The Company's sources of revenue are as follows:

- Initial franchise fees – These fees represent the initial amounts charged to franchisees at the time they sign the franchise agreement. Revenue is recognized over the life of the franchise agreement, which is 7-10 years. The amount of initial franchise fees that have been received, but have not yet been recognized as revenue, are included in deferred revenue on the balance sheet.

- Franchise royalties – These fees represent a royalty fee charged to franchisees as they earn revenue from their customers. The fee is equal to a percentage of gross sales and is due on the last business day of the following month.

- Sales and services – These fees are primarily composed of marketing fund contributions, which are paid at the time of the royalty fee. In addition, the Company may charge pass-through fees of various expenses related to the general infrastructure of the Company.

- Other revenues – These fees represent manufacturer rebates awarded to the Company. According to its agreement with its franchisees, the Company may negotiate prices and terms with vendors and may receive rebates, payments or other consideration from vendors in connection with purchases by franchisees.

Selling, general, and administrative costs are charged to expenses as incurred.

Revenues related to the company-owned store are recognized when the services are performed. The company-owned store generally requires 50% payment upfront, and 50% payment once the job is completed. Costs of goods sold are recognized at time of purchase of materials and wages related to services performed.

Use of Estimates — The preparation of financial statements in conformity with the Generally Accepted Accounting Principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the 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—For purposes of the balance sheet and statement of cash flows, the Company considers all highly liquid investments, which are readily convertible into known amounts of cash and have a maturity of three months or less when acquired to be cash equivalents. The Company had no cash equivalents as of December 31, 2021 and 2020.

Accounts receivable—Trade accounts receivable are recorded at amounts the company expects to collect on balances outstanding at year end. Management closely monitors outstanding balances and writes off, as of year-end, all balances that prove to be uncollectible by the time the financial statements are issued. An allowance for doubtful accounts in the amount of $- and $23,194 was outstanding as of December 31, 2021 and 2020, respectively.

Fixed assets— Fixed assets are stated at cost, less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets, as follows:

Furniture & equipment	5 years
Computer equipment	5 years
Leasehold improvements	15 years
Vehicles	5 years
Buildings	39 years

Normal repairs and maintenance are expensed as incurred whereas significant improvements, which materially increase values or extend useful lives are capitalized and depreciated over the remaining estimated useful lives of the related assets.

Upon sale or retirement of depreciable assets, the related cost and accumulated depreciation are removed from the accounts. Any gain or loss on the sale or retirement is recognized in current operations.

Notes receivable from franchisees — In the past, the Company financed a portion of the initial franchise fee. The company records the current and long-term portion of the outstanding balance in the balance sheet, and reduces the principal balance as payments are received on the note. The terms of the agreements generally allow the company to be paid an additional 2% royalty fee while a balance is outstanding, which is recorded as royalty revenue in the income statements.

Accrued rebates – The company receives vendor rebates on purchases made by its franchisees. The company accrues any rebates earned on such purchases that have not yet been received in cash as of December 31, 2021 and 2020.

Income Taxes—The Company, with the consent of its shareholders, has elected to be an S-Corporation. In lieu of corporation income taxes, the shareholders of an S-Corporation are taxed based on the proportionate share of the Company's taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires the organization to report information regarding its exposure to various tax positions taken by the organization. Management has determined whether any tax positions have met the recognition threshold and has measured the Company's exposure to those tax positions. Management believes that the Company has adequately addressed all relevant tax positions and that there are no unrecorded tax liabilities. Federal and state tax authorities generally have the right to examine and audit the previous three years of tax returns filed. Any interest or penalties assessed to the organization are recorded in operating expenses.

NOTE 3—PRIOR PERIOD ADJUSTMENT

The financial statements for the year ended December 31, 2020 have been restated to include the balance of notes receivable from franchisees as of that date. The cumulative effect of these assets has been reflected in their carrying amounts as of the year ended December 31, 2020, and an appropriate offsetting adjustment was made to the balance of shareholders' equity as of December 31, 2020.

In addition, the financial statements for the year ended December 31, 2020 have been restated to include an accrual of rebates that had been earned in that year. The cumulative effect of these assets has been reflected in their carrying amounts as of the year ended December 31, 2020, and an appropriate offsetting adjustment was made to the Other Revenues for the year ended December 31, 2020.

NOTE 4—PURCHASE OF TERRITORY

On November 5, 2021, the company entered into an agreement to terminate its Area Representation Agreement dated July 10, 2017 with a Bloomin' Blinds area developer business in Florida. Pursuant to the agreement, the company agreed to pay the area developer a total of $441,000; such payment was made by the Company in January 2022. This amount has been recorded in accounts payable and expensed within the Franchise Expenses group in the income statements for the year ended December 31, 2021.

NOTE 5—FIXED ASSETS

Fixed assets consisted of the following as of December 31, 2021 and 2020:

	December 31, 2021	December 31, 2020
Furniture & equipment	$ 104,442	$ 24,407
Computer equipment	2,825	-
Leasehold improvements	85,272	27,851
Vehicles	100,479	133,674
Buildings	368,874	368,874
Construction in progress	3,951	-
Fixed assets, gross	665,843	554,806
Less, accumulated depreciation	(135,382)	(112,154)
Fixed assets, net	$ 530,461	$ 442,652

Depreciation expense was $46,465 and $44,237 for the years ended December 31, 2021 and 2020, respectively.

NOTE 6—OFFICE LEASES

On February 1, 2021, the Company entered into a 2-year lease for 1,540 square feet of office space where it operates its company-owned store. Total monthly rent, including water, property tax, insurance, and CAM is $3,136.37 over for the first year, and $3,202.37 for the second year.

On August 27, 2021, the Company entered into a 63 month lease for 4,768 square feet of office space where its corporate headquarters is located. The terms of the agreement call for the following schedule of monthly payments, in addition to 1.30% of the property's operating costs and taxes:

Lease Months	Basic Monthly Rent
1-12	$ 9,337
13-24	9,536
25-36	9,735
37-48	9,933
49-60	10,132
61-63	10,331

Total future minimum payments under these agreements are as follows:

December 31, 2022	$ 151,202
December 31, 2023	118,430
December 31, 2024	117,612
December 31, 2025	119,992
December 31, 2026	122,380
Thereafter	82,648
	$ 712,265

Lease expense was $57,372 and $- for the years ended December 31, 2021 and 2020, respectively.

NOTE 7—DEBT

The notes payable outstanding as of December 31, 2021 and 2020 were as follows:

	December 31, 2021	December 31, 2020
A note payable requiring monthly installment payments of $1,011, including interest of 6.74%; matures May 31, 2024; secured by vehicle purchased	$ -	$ 17,786
A note payable requiring monthly installment payments of $857.45, including interest of 8.04%; matures March 12, 2025; secured by vehicle purchased	-	37,940
A note payable requiring monthly installment payments of $692.17, including interest of 4.58%; matures September 1, 2023; secured by vehicle purchased	-	20,086
A note payable requiring monthly installment payments of $1,341.41, including interest of 6.6620%; matures October 25, 2028; secured by building purchased	181,880	186,507

Bloomin' Blinds Franchise Corp
Notes to Financial Statements (cont'd)
For the Years Ended December 31, 2021 and 2020

A note payable requiring monthly installment payments of $1,099.93, including interest of 4.04654%; matures November 1, 2043; secured by building purchased	150,393	154,575
Economic Injury Disaster Loan requiring monthly installment payments of $9,834 beginning October 2023, including 3.75% interest; matures October 12, 2051; secured by substantially all tangible and intangible personal property of the Company	1,999,102	149,900
Total long-term debt	2,331,375	566,794
Less current portion	11,351	40,398
Net long-term debt	$ 2,320,024	$ 526,396

Maturities of long-term debts are as follows:

December 31, 2022	$ 11,351
December 31, 2023	11,931
December 31, 2024	56,333
December 31, 2025	58,649
December 31, 2026	61,065
Thereafter	2,132,046
	$ 2,331,375

NOTE 8—SUBSEQUENT EVENTS

Management evaluated the activity of Bloomin' Blinds Franchise Corp through January 28, 2022 (the date the financial statements were available to be issued).

Audited Financial Statements and Independent Auditor's Report

For the Year Ended December 31, 2020

Bloomin' Blinds Franchise Corp
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Sawyer
assurance

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INDEPENDENT AUDITOR'S REPORT

To the Shareholders of
Bloomin' Blinds Franchise Corp
Lewisville, Texas

Report on the Financial Statements

We have audited the accompanying financial statements of Bloomin' Blinds Franchise Corp, which comprise the balance sheet as of December 31, 2020, and the related statements of income, changes in shareholders' equity, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Bloomin' Blinds Franchise Corp as of December 31, 2020, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Sincerely,

Ryan A. Sawyer, CPA, PLLC

Dallas, Texas
May 7, 2021

Bloomin' Blinds Franchise Corp
Balance Sheet
As of December 31, 2020

		December 31, 2020
ASSETS		
Current assets		
Cash	$	607,744
Deposits in transit		65,327
Accounts receivable, net		174,828
Prepaid expenses		8,075
Total current assets		855,974
Property and equipment, net		442,652
Total assets		1,298,626
LIABILITIES AND SHAREHOLDERS' EQUITY		
Current liabilities		
Credit card liabilities		6,153
Accounts payable		8,922
Payroll liabilities		5,976
Current maturities of long-term debt		40,398
Deferred revenues - current		256,245
Total current liabilities		317,694
Non-current liabilities		
Notes payable, less current maturities		526,396
Deferred revenue - long term		1,089,053
Total non-current liabilities		1,615,449
Total liabilities		1,933,143
Shareholders' equity		
Common stock (100 shares issued and outstanding, $10 par value)		1,000
Retained earnings		(635,517)
Total shareholders' equity		(634,517)
Total liabilities and shareholders' equity	$	1,298,626

See accompanying notes to financial statements

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Bloomin' Blinds Franchise Corp
Statement of Income
For the Year Ended December 31, 2020

		December 31, 2020
Revenues:		
Initial franchise fees	$	537,344
Franchise royalties		716,445
Sales and services		728,560
Other revenues		371,668
Total revenue		2,354,017
Expenses:		
Computer expenses		229,834
Franchise expenses		88,740
Insurance		44,053
Licenses		22,197
Marketing		572,254
Miscellaneous		5,376
Office expenses		56,143
Payroll & taxes		264,560
Professional fees		51,781
Rent and occupancy expenses		43,239
Repairs		19,081
Training		2,510
Travel, meals & entertainment		51,629
Vehicle expenses		37,012
Total expenses		1,488,409
Operating Income		865,608
Other income/(expense)		
Interest income		4
Interest expense		(21,058)
Bad debt expense		(23,194)
Gain on sale of assets		2,276
Depreciation		(44,237)
Total other income/(expense)		(86,209)
Net income	**$**	**779,399**

See accompanying notes to financial statements

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Bloomin' Blinds Franchise Corp
Statement of Changes in Shareholders' Equity
For the Year Ended December 31, 2020

	Common Stock	Retained Earnings	Shareholders' Equity
Shareholders' equity at January 1, 2020	1,000	(1,009,766)	$ (1,008,766)
Shareholders' distributions	-	(405,150)	(405,150)
Net income	-	779,399	779,399
Shareholders' equity at December 31, 2020	$ 1,000	$ (635,517)	$ (634,517)

See accompanying notes to financial statements

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Bloomin' Blinds Franchise Corp
Statement of Cash Flows
For the Year Ended December 31, 2020

		December 31, 2020
Cash flows from operating activities:		
Net income	$	779,399
Adjustments to reconcile net income to net cash provided by operating activites		
Depreciation		44,237
Change in allowance for accounts receivable		23,194
Gain on sale of fixed assets		(2,276)
Changes in assets and liabilities		
Deposits in transit		(27,117)
Accounts receivable, gross		(43,333)
Prepaid expenses		(8,033)
Credit card liabilities		(49,834)
Accounts payable		8,922
Payroll liabilities		1,518
Deferred revenue		118,042
Net cash provided by operating activities		844,719
Cash flows from investing activities:		
Proceeds from the sale of fixed assets		8,500
Net cash used in investing activities		8,500
Cash flows from financing activities:		
Proceeds from notes payable		169,986
Payments on notes payable		(55,024)
Shareholders' distributions		(405,150)
Net cash used by financing activities		(290,188)
Net change in cash		563,031
Cash - beginning of year		44,713
Cash - end of year	$	607,744
Supplemental disclosures:		
Interest Paid	$	21,058

See accompanying notes to financial statements

Bloomin' Blinds Franchise Corp
Notes to Financial Statements
For the Year Ended December 31, 2020

NOTE 1— NATURE OF OPERATIONS

Organization and Nature of Business—Bloomin' Blinds Franchise Corp ("the Company") was incorporated under the laws of the State of Texas for the purpose of offering franchise opportunities to entrepreneurs who want to own their own Bloomin' Blinds franchise. The Company is a franchisor, whose franchisees are in the business of selling, installing, or repairing window blinds for residential customers. As of December 31, 2020, the Company's franchisees were in 23 states across the United States of America.

NOTE 2— SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Presentation—The financial statements are presented on the accrual basis of accounting.

Revenue Recognition— The Company's sources of revenue are as follows:

- Initial franchise fees – These fees represent the initial amounts charged to franchisees at the time they sign the franchise agreement. Revenue is recognized over the life of the franchise agreement, which is 7-10 years. The amount of initial franchise fees that have been received, but have not yet been recognized as revenue, are included in deferred revenue on the balance sheet.

- Franchise royalties – These fees represent a royalty fee charged to franchisees as they earn revenue from their customers. The fee is equal to 6% of gross sales (other than sales of plantation shutters, in which case the royalty fee is 3%), but not greater than $6,000 per territory for any one month. After a franchisee's first year of operation, the minimum royalty fee is $500 per month. The royalty fee for any given month is due on the last business day of the following month.

- Sales and services – These fees are primarily composed of marketing fund contributions, which are equal to the greater of (i) 2% of Franchisee's Gross Sales; or (ii) $300, and are paid at the same time as the royalty fee. In addition, the Company may charge pass-through fees of various expenses related to the general infrastructure of the Company.

- Other revenues – These fees represent manufacturer rebates awarded to the Company for franchisees' purchases. According to its agreement with its franchisees, the Company may negotiate prices and terms with vendors and may receive rebates, payments or other consideration from vendors in connection with purchases by franchisees.

  In addition, during the year ended December 31, 2020, the Company received $54,000 in grants from Denton County, Texas, and a $40,758 Payroll Protection Program loan that was forgiven subsequent to December 31, 2020. These transactions have been recognized in the Other Revenues account.

Selling, general, and administrative costs are charged to expenses as incurred. Provisions for estimated losses on unprofitable franchisees are made in the period in which such losses have occurred. Changes in start date may result in revisions to costs and income, which are recognized in the period in which the revisions are determined.

Use of Estimates — The preparation of financial statements in conformity with the Generally Accepted Accounting Principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and the disclosure of contingent assets and liabilities at the date of the 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—For purposes of the balance sheet and statement of cash flows, the Company considers all highly liquid investments, which are readily convertible into known amounts of cash and have a maturity of three months or less when acquired to be cash equivalents.

For credit card and ACH payments made by franchisees, there may be several days between when the payment is made and when the payment processor deposits the funds into the Company's bank account. The amounts in transit as of December 31, 2020 have been reduced from Accounts Receivable and included in Deposits on Transit in the balance sheet.

Accounts receivable—Trade accounts receivable are recorded at amounts the company expects to collect on balances outstanding at year end. Management closely monitors outstanding balances and writes off, as of year-end, all balances that prove to be uncollectible by the time the financial statements are issued. An allowance for doubtful accounts in the amount of $23,194 was outstanding as of December 31, 2020.

Fixed assets— Fixed assets are stated at cost, less accumulated depreciation. Depreciation is computed using the straight-line method over the estimated useful lives of the related assets, as follows:

Vehicles	5 years
Leasehold improvements	15 years
Building	39 years

Bloomin' Blinds Franchise Corp
Notes to Financial Statements (cont'd)
For the Year Ended December 31, 2020

Normal repairs and maintenance are expensed as incurred whereas significant improvements, which materially increase values or extend useful lives are capitalized and depreciated over the remaining estimated useful lives of the related assets.

Upon sale or retirement of depreciable assets, the related cost and accumulated depreciation are removed from the accounts. Any gain or loss on the sale or retirement is recognized in current operations.

Income Taxes—The Company, with the consent of its stockholders, has elected to be an S-Corporation. In lieu of corporation income taxes, the stockholders of an S-Corporation are taxed based on the proportionate share of the Company's taxable income. Therefore, no provision or liability for income taxes has been included in these financial statements.

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires the organization to report information regarding its exposure to various tax positions taken by the organization. Management has determined whether any tax positions have met the recognition threshold and has measured the Company's exposure to those tax positions. Management believes that the Company has adequately addressed all relevant tax positions and that there are no unrecorded tax liabilities. Federal and state tax authorities generally have the right to examine and audit the previous three years of tax returns filed. Any interest or penalties assessed to the organization are recorded in operating expenses.

NOTE 3—FIXED ASSETS

Fixed assets consisted of the following as of December 31, 2020:

	December 31, 2020
Buildings	$ 368,874
Vehicles	133,674
Leasehold improvement	27,851
Furniture & equipment	24,407
Fixed assets, gross	554,806
Less, accumulated depreciation	(112,154)
Fixed assets, net	$ 442,652

Depreciation expense was $44,237 for the year ended December 31, 2020.

Bloomin' Blinds Franchise Corp
Notes to Financial Statements (cont'd)
For the Year Ended December 31, 2020

NOTE 4—CORRECTION OF ERRORS IN PRIOR PERIOD FINANCIAL STATEMENTS

The financial statements for the year ended **December 31, 2019** have been restated due to errors discovered after those financial statements were issued. The cumulative effect of the errors have been reflected in the carrying amounts of the assets and liabilities as of the beginning of the year ended December 31, 2020, and an appropriate offsetting adjustment was made to the opening balance of shareholders' equity:

	12/31/2019 Reported	Adjustments	12/31/2019 Restated
Current Assets:			
Cash	$ 125,127	$ (80,414)	$ 44,713
Deposits in transit	-	38,210	38,210
Miscellaneous Receivables	106,328	48,361	154,689
Prepaid Commissions - Current	24,607	(24,607)	-
Prepaid Expenses	122	(80)	42
Total Current Assets	256,184	(18,530)	237,654
Fixed Assets, Net of Depreciation	170,157	322,956	493,113
Other Assets			
Prepaid Commissions - Long Term	119,453	(119,453)	-
Total Assets	$ 545,794	$ 184,973	$ 730,767
Current Liabilities			
Accounts Payable	$ 9,820	$ 50,625	$ 60,445
Franchise Deposits	108,350	(108,350)	-
Deferred Revenues - Current	207,780	(207,780)	-
	325,950	(265,505)	60,445
Long-Term Liabilities			
Notes	25,650	426,182	451,832
Deferred revenues	1,028,405	198,851	1,227,256
Total Long-term Liabilities	1,380,005	625,033	1,679,088
Owner's Equity	(834,211)	(174,555)	(1,008,766)
Total Liabilities and Equity	$ 545,794	$ 184,973	$ 730,767

Bloomin' Blinds Franchise Corp
Notes to Financial Statements (cont'd)
For the Year Ended December 31, 2020

NOTE 5—DEBT

The notes payable outstanding as of December 31, 2020 are as follows:

		December 31, 2020
A note payable requiring monthly installment payments of $1,011, including interest of 6.74%; matures May 31, 2024; secured by vehicle purchased	$	17,786
A note payable requiring monthly installment payments of $857.45, including interest of 8.04%; matures March 12, 2025; secured by vehicle purchased		37,940
A note payable requiring monthly installment payments of $692.17, including interest of 4.58%; matures September 1, 2023; secured by vehicle purchased		20,086
A note payable requiring monthly installment payments of $1,341.41, including interest of 6.6620%; matures October 25, 2028; secured by building purchased		186,507
A note payable requiring monthly installment payments of $1,099.93, including interest of 4.04654%; matures November 1, 2043; secured by building purchased		154,575
Economic Injury Disaster Loan requiring monthly installment payments of $731, including 3.75% interest; matures May 31, 2050; secured by substantially all tangible and intangible personal property of the Company		149,900
Total long-term debt		566,794
Less current portion		40,398
Net long-term debt	$	526,396

Bloomin' Blinds Franchise Corp
Notes to Financial Statements (cont'd)
For the Year Ended December 31, 2020

Maturities of long-term debts are as follows:

December 31, 2021	$ 40,398
December 31, 2022	37,283
December 31, 2023	28,913
December 31, 2024	25,747
December 31, 2025	20,896
Thereafter	413,557
	$ 566,794

NOTE 6—SUBSEQUENT EVENTS

Management evaluated the activity of Bloomin' Blinds Franchise Corp through May 7, 2021 (the date the financial statements were available to be issued). Subsequent to December 31, 2020, a Payment Protection Program loan issued during the year ended December 31, 2020 in the amount of $40,758 was forgiven in its entirety; that loan was recorded as an Other Revenue in the accompanying Statement of Income for the year ended December 31, 2020. In addition, in February 2021, the Company opened a corporate-owned store in Austin, Texas and created a new wholly subsidiary for that purpose.

EXHIBIT F

FRANCHISE OPERATIONS MANUAL TABLE OF CONTENTS

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EXHIBIT G

CURRENT AND FORMER FRANCHISEES

Current Franchisees

Names of all franchisees, as of the end of our last fiscal year, and the address and telephone number of each of their outlets:

# of Territories	Name	Address	City	State	ZIP	Phone
1	Mark Tant	1670 Kelly Loop Rd	Mt Olive	AL	35117	(205) 218-9348
1	Leslie Ethridge	441 Sandbed Rd	Newton	AL	36352	(770) 910-5219
1	Brett Bratton	10750 N Wasson Ave	Marana	AZ	85653	(520) 954-8406
3	Morsy Mohsen	921 W University Dr, Unit #1210	Mesa	AZ	85201	(602) 394-1635
3	Karen Arciniega	7033 W Lariat Ln	Peoria	AZ	85383	(480) 228-5360
1	Tom Gowans	1630 N. Main St #128	Walnut Creek	CA	94596	(925) 437-7879
1	Steve Zhamkochyan	8118 Rhodes Ave	N. Hollywood	CA	91605	(818) 438-2004
1	Mark Campbell	924 E. El Paso Ave	Fresno	CA	93720	(972) 207-2404
1	Perla Guerrero	264 El Portal Way	San Jose	CA	95119	(408) 603-1934
1	Jeff Baker	23411 Summerfield, Unit 25H	Aliso Viejo	CA	92656	(847) 602-8483
1	Mike Kolb	32728 Shadyview St	Winchester	CA	92596	(760) 884-6662
1	Sam Galadzhyan	18510 Entrada Ct	Northridge	CA	91325	(805) 298-9944
1	Mark Duncan	13741 Wrangler Way	Mead	CO	80542	(520) 405-9899
1	Michael Quintana	7765 Valley Quail Point	Colorado Springs	CO	80922	(512) 788-6887
1	Ed Weatherford	10253 Cherryhurst Ln	Highlands Ranch	CO	80126	(303) 653-6000
1	Mark Duncan	13741 Wrangler Way	Mead	CO	80542	(520) 405-9899
1	Maria Mullen	3135 Wind Ridge Cir	Highlands Ranch	CO	80126	(303) 710-2235
1	Ronit Paer	4509 Carambola Cir S	Coconut Creek	FL	33066	(917) 359-7364
1	Michael Imses	21635 Rosewood Ct	Lutz	FL	33549	(813) 493-4914
3	Michael Imses	21635 Rosewood Ct	Lutz	FL	33549	(813) 493-4914
2	Maria Medana	1820 N Corporate Lakes Blvd, Suite 207-2	Weston	FL	33326	(754) 230-2774
2	Adrian McClosky	2244 Antilles Club Dr	Kissimmee	FL	34747	(407) 908-4958
2	Manasa Parripati	10583 Cypress Lakes Preserve Dr.	Lake Worth Beach	FL	33449	(561) 764-8993
1	Roxie Craycraft	1401 Ashwood Dr	Evans	GA	30809	(425) 283-2626
3	Rich Hughes	963 W Arnaz St	Meridian	ID	83646	(858) 888-3636
2	Nicole Cyncar	1417 Macintosh Ct	Avon	IN	46123	(317) 732-5128

1	Jason Kice	564 N Armour St	Wichita	KS	67206	(316) 304-8435
1	Joe Vanderbrook	102 Wayside Dr	Lafayette	LA	70506	(503) 510-7797
1	Lou Farkas	29243 Valley Bend Ct	Farmington Hill	MI	48331	(734) 756-7541
1	Mike Keley	3095 Greenspring Ln	Rochester Hills	MI	48309	(248) 342-2540
1	Ray Lyons	1712 Orchard Dr	Woodbury	MN	55125	(651) 775-9888
1	Derek Carter	2606 N Weaver Rd	Ozark	MO	65721	(417) 840-6963
2	Ross Robertson	201 Robertson Road	California	MO	65018	(573) 616-5439
1	Josh Griffin	3255 Oak Ridge Loop E	Fargo	ND	58078	(701) 306-7578
3	Bruce Henderson	17826 Harney St	Omaha	NE	68118	(531) 772-2861
1	Griff Richard	26 Dovetail Ln	Dover	NH	3820	(603) 234-9077
2	Scott Stokes	19721 Bethel Church Rd.	Cornelius	NC	28031	(917) 207-3245
1	Greg Whatley	14118 NE 4th St	Choctaw	OK	73020	(405) 863-9295
4	Greg Weiss	10 Bridle Path	Southampton	PA	18966	(609) 218-2891
1	Charles Towe	1224 Pressley Rd	Charleston	SC	29412	(843) 327-1062
2	Jeff Angel	3628 Paradise Estates Dr	Conway	SC	29526	(843) 424-4361
3	Emily Van der Cleef*	6056 Piscataway Ct	Rockhill	SC	29732	(248) 953-6427
1	Gerald Foster	3404 E Henderson Way	Clarksville	TN	37042	(931) 538-0274
1	Chris Rowland	4608 Billingsgate Rd	Antioch	TN	37013	(615) 473-3436
2	Ethan Fields	1236 Curtis Drive	Lebanon	TN	37087	(615) 802-8498
1	Kenneth Jackson	9432 Lake Bridge Dr	Lakeland	TN	38002	(901) 870-4180
1	Javier Lopez	600 Winslow ln	Prosper	TX	75078	(214) 799-5526
1	Cesar Diaz	6421 Bluebird Meadows Dr	Joshua	TX	76058	(214) 862-6218
1	Becca Buls	9539 CR 2470	Royce City	TX	75189	(214) 609-5286
2	Narender Byru	3805 Harvest Glen Dr	Denton	TX	76208	(214) 425-6017
1	Javier Lopez	600 Winslow ln	Prosper	TX	75078	(214) 799-5526
1	Deann Martin	985 TX-121 Bus, Suite 617	Lewisville	TX	75007	(972) 490-4100
1	Dallas Schultz	109 Little Ivy Ln	Montgomery	TX	77416	(631) 219-0881
1	Bert McGavock	8418 Flint Cove	San Antonio	TX	78254	(281) 513-5993
1	John Doucet	22510 Bell Field Ct	Richmond	TX	77469	(832) 260-1650
1	Guy Madsen	964 E Center St	Lindon	UT	84042	(801) 372-6492
3	Rebecca Barrus	847 Country Shire Drive	Kaysville	UT	84037	(801) 663-3270
3	Karen Parker	44655 Saranac St	Ashburn	VA	20147	(703) 587-9138
1	Edy Dumit	600 155th AVE	Bellevue	WA	98007	(425) 484-9433
1	Josh Schroeckenthaler	1005 W El Patio Ln	Mequon	WI	53092	(414) 254-7416

* One of these territories is in North Carolina

Franchisees who had signed franchise agreements but were not yet open as of the end of our last fiscal year:

Former Franchisees

Name, city and state, and current business telephone number, or if unknown, the last known home telephone number of every franchisee who had an outlet terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the franchise agreement during the most recently completed fiscal year or who have not communicated with us within 10 weeks of the disclosure document issuance date:

Maroun Khater	10350 Crosscreek Terrace	San Diego	CA	92131	(858) 952-8288
David Sypert	83 Douglas St.	Homosassa	FL	34446	(970) 756-200
David Sauer*	12658 Watford Way	Fischers	IN	46037	(317) 670-7618
Adam Benincasa**	80 Cirlce Drive West	Patchogue	NY	11772	(631) 219-0881
Lindsay Krinke	30410 SW Rebekah St, No. 31	Wilsonville	OR	97070	(503) 381-5608
Robert Gregos	111 Meeder Ln	Cranberry Twp	PA	16066	(412) 715-9302
GlennKruizenga***	5447 Pine Island Dr.	Comstock Park	MI	49321	(616) 780-3663
William Kobe	10515 Eddystone Dr	Houston	TX	77043	(512) 487-2072
Todd Sorrel****	1221 Whitewing Dr	Little Elm	TX	75068	(925) 330-0666

* Move his territory from Florida to Indiana during 2022 and then closed his Indiana territory.
** 2 franchised territories in New York
*** 2 franchised territories (in South Carolina)
**** 2 franchised territories (in Texas)

EXHIBIT H

STATE ADDENDA TO DISCLOSURE DOCUMENT

CALIFORNIA ADDENDUM TO DISCLOSURE DOCUMENT

California Corporations Code, Section 31125 requires the franchisor to give the franchisee a disclosure document, approved by the Department of Financial Protection and Innovation, prior to a solicitation of a proposed material modification of an existing franchise.

THE CALIFORNIA FRANCHISE INVESTMENT LAW REQUIRES THAT A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE BE DELIVERED TOGETHER WITH THE OFFERING CIRCULAR.

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

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE FRANCHISE INVESTMENT LAW OF THE STATE OF CALIFORNIA. SUCH REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF FINANCIAL PROTECTION AND INNOVATION NOR A FINDING BY THE COMMISSIONER THAT THE INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

ALL THE OWNERS OF THE FRANCHISE WILL BE REQUIRED TO EXECUTE PERSONAL GUARANTEES. THIS REQUIREMENT PLACES THE MARITAL ASSETS OF THE SPOUSES DOMICILED IN COMMUNITY PROPERTY STATES – ARIZONA, CALIFORNIA, IDAHO, LOUISIANA, NEVADA, NEW MEXICO, TEXAS, WASHINGTON AND WISCONSIN AT RISK IF YOUR FRANCHISE FAILS.

1. The following paragraph is added to the end of Item 3 of the Disclosure Document:

   Neither franchisor nor any person or franchise broker in Item 2 of this disclosure document is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities Exchange Act of 1934, 15 U.S.C.A. 78a et seq., suspending or expelling such persons from membership in that association or exchange.

2. The following paragraph is added to the end of Item 6 of the Disclosure Document:

   With respect to the Late Fee described in Item 6, this Item is amended to disclose that the maximum rate of interest permitted under California law is 10%.

3. The following paragraphs are added at the end of Item 17 of the Disclosure Document:

   The Franchise Agreement requires franchisee to sign 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 a franchise to waive compliance with any provision of that law or any rule or order thereunder is void.

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. Sec. 101 et seq.).

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.

The Franchise Agreement contains a liquidated damages clause. Under California Civil Code Section 1671, certain liquidated damages clauses are unenforceable.

The Franchise Agreement requires binding arbitration. The arbitration will occur in Plano, TX, with the costs being borne equally by Franchisor and Franchisee. Prospective franchisees are encouraged to consult private legal counsel to determine the applicability of California and federal laws (such as Business and Professions Code Section 20040.5, Code of Civil 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 requires application of the laws of Texas. This provision may not be enforceable under California law.

4. The following paragraph is added to the end of Item 19 of the Disclosure Document:

The earnings claims figures do not reflect the costs of sales, operating expenses, or other costs or expenses that must be deducted from the gross revenue or gross 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 Bloomin' Blinds business. Franchisees or former franchisees, listed in the offering circular, may be one source of this information.

HAWAII ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Hawaii only, this Disclosure Document is amended as follows:

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, OR SUBFRANCHISOR, AT LEAST SEVEN DAYS PRIOR TO THE EXECUTION BY THE PROSPECTIVE FRANCHISEE, OF ANY BINDING FRANCHISE OR OTHER AGREEMENT, OR AT LEAST SEVEN DAYS PRIOR TO THE PAYMENT OF ANY CONSIDERATION BY THE FRANCHISEE, OR SUBFRANCHISOR, WHICHEVER OCCURS FIRST, A COPY OF THE DISCLOSURE DOCUMENT, TOGETHER WITH A COPY OF ALL PROPOSED AGREEMENTS RELATING TO THE SALE OF THE FRANCHISE.

THIS 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 THE FRANCHISEE.

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

Commissioner of Securities
335 Merchant Street
Honolulu, Hawaii 96813

Registration of franchises or filings of offering circulars in other states. As of the date of filing of this Addendum in the State of Hawaii:

1. A franchise registration is effective or an offering circular is on file in the following states: ____________________

2. A proposed registration or filing is or will be shortly on file in the following states: ______________________________

3. No states have refused, by order or otherwise to register these franchises.

4. No states have revoked or suspended the right to offer these franchises.

5. The proposed registration of these franchises has not been withdrawn in any state.

ILLINOIS ADDENDUM TO DISCLOSURE DOCUMENT

In recognition of the requirements of the Illinois Franchise Disclosure Act of 1987, as amended (the "Act"), this Disclosure Document is amended as follows:

Illinois law governs the agreements between the parties to this franchise.

Section 4 of the 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 Act provides that any condition, stipulation, or provision purporting to bind any person acquiring any franchise to waive compliance with the 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 Act.

Item 5 and Item 7 of the Disclosure Document are amended as follows:

Payment of initial franchise fees will be deferred until we have met our initial obligations to you, and you have commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to our financial condition.

MARYLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Maryland only, this Disclosure Document is amended as follows:

The following is added to Item 5:

Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial franchise fees and payments owed by franchisees shall be deferred until the franchisor completes its pre-opening obligations under the franchise agreement.

The following is added to Item 17:

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.

Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within 3 years after the grant of the franchise.

You have the right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Law in any court of competent jurisdiction in the State of Maryland.

The Franchise Agreement provides for termination upon bankruptcy of the franchisee. This provision may not be enforceable under federal bankruptcy law.

The 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.

MINNESOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Minnesota only, this Disclosure Document is amended as follows:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside 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 Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non- renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name.

- Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- Item 6 of the FDD and Section of 4.9(d) of the Franchise Agreement is hereby amended to limit the Insufficient Funds Fee to $30 per occurrence pursuant to Minnesota Statute 604.113.

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, which states "No action may be commenced pursuant to this Section more than three years after the cause of action accrues."

THESE FRANCHISES HAVE BEEN REGISTERED UNDER THE MINNESOTA FRANCHISE ACT. REGISTRATION DOES NOT CONSTITUTE APPROVAL, RECOMMENDATION OR ENDORSEMENT BY THE COMMISSIONER OF COMMERCE OF MINNESOTA OR A FINDING BY THE COMMISSIONER THAT THE

INFORMATION PROVIDED HEREIN IS TRUE, COMPLETE AND NOT MISLEADING.

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

NEW YORK ADDENDUM TO DISCLOSURE DOCUMENT

In the State of New York only, this Disclosure Document is amended as follows:

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

INFORMATION COMPARING FRANCHISORS IS AVAILABLE. CALL THE STATE ADMINISTRATORS LISTED IN EXHIBIT A OR YOUR PUBLIC LIBRARY FOR 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 ST. 21ST FLOOR, NEW YORK, NY 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.

2. The following is added at the end of Item 3:

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

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

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

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

D. No such party is subject to a currently effective injunctive or restrictive order or decree relating to the franchise, or under a Federal, State, or Canadian franchise, securities, antitrust, trade regulation or trade practice law, resulting from a concluded or pending action or proceeding brought by a public agency; or is subject to any currently effective order of any national securities association or national securities exchange, as defined in the Securities and Exchange Act of 1934, suspending or expelling such person from membership in such association or exchange; or is subject to a currently effective injunctive or restrictive order relating to any other business activity as a result of an action brought by a public agency or department, including, without limitation, actions affecting a license as a real estate broker or sales agent.

3. The following is added to the end of the "Summary" sections of Item 17(c), titled "**Requirements for franchisee to renew or extend**," and Item 17(m), entitled "**Conditions for franchisor approval of transfer**":

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

4. The following language replaces the "Summary" section of Item 17(d), titled "**Termination by franchisee**":

You may terminate the agreement on any grounds available by law.

5. The following is added to the end of the "Summary" sections of Item 17(v), titled "**Choice of forum**", and Item 17(w), titled "**Choice of law**": 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.

NORTH DAKOTA ADDENDUM TO DISCLOSURE DOCUMENT

In the State of North Dakota only, this Disclosure Document is amended as follows:

THE SECURITIES COMMISSIONER HAS HELD THE FOLLOWING TO BE UNFAIR, UNJUST OR INEQUITABLE TO NORTH DAKOTA FRANCHISEES (NDCC SECTION 51-19-09):

1. Restrictive Covenants: Franchise disclosure documents that disclose the existence of covenants restricting competition contrary to NDCC Section 9-08-06, without further disclosing that such covenants will be subject to the statute.

2. Situs of Arbitration Proceedings: Franchise agreements providing that the parties must agree to the arbitration of disputes at a location that is remote from the site of the franchisee's business.

3. Restrictions on Forum: Requiring North Dakota franchisees to consent to the jurisdiction of courts outside of North Dakota.

4. Liquidated Damages and Termination Penalties: Requiring North Dakota franchisees to consent to liquidated damages or termination penalties.

5. Applicable Laws: Franchise agreements that specify that they are to be governed by the laws of a state other than North Dakota.

6. Waiver of Trial by Jury: Requiring North Dakota Franchises to consent to the waiver of a trial by jury.

7. Waiver of Exemplary and Punitive Damages: Requiring North Dakota Franchisees to consent to a waiver of exemplary and punitive damage.

8. General Release: Franchise Agreements that require the franchisee to sign a general release upon renewal of the franchise agreement.

9. Limitation of Claims: Franchise Agreements that require the franchisee to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

10. Enforcement of Agreement: Franchise Agreements that require the franchisee to pay all costs and expenses incurred by the franchisor in enforcing the agreement. The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney’s fees.

OHIO ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Ohio only, this Disclosure Document is amended by adding the following two cover pages to this Disclosure Document:

BLOOMIN BLINDS FRANCHISE CORP.

April 27, 2023

READ THIS DISCLOSURE DOCUMENT CAREFULLY

The state of Ohio has not reviewed and does not approve, recommend, endorse, or sponsor this or any franchise. If you have any questions about this franchise, the information contained in this disclosure document should be reviewed with an attorney or financial advisor before you sign any agreement.

The following disclosure document contains the disclosures required by Ohio law.

In the State of Ohio only, this Disclosure Document is further amended as follows:

The following is added to Item 19:

CAUTION

Some business opportunity plans have earned this amount. There is no assurance you will do as well. If you rely upon our figures, you must accept the risk of not doing as well.

RHODE ISLAND ADDENDUM TO DISCLOSURE DOCUMENT

In the State of Rhode Island only, this Disclosure Document is amended as follows:

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

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

VIRGINIA ADDENDUM TO DISCLOSURE DOCUMENT

In the Commonwealth of Virginia only, this Disclosure Document is amended as follows:

The following statement is added to Items 5 and 7:

> The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

The following statements are added to Item 17(h):

> Under 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 do 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.
>
> Under Section 13.1-564 of the Virginia Retail Franchising Act, it is unlawful for a franchisor to use undue influence to induce a franchisee to surrender any right given to him under the franchise. If any provision of the Franchise Agreement involves the use of undue influence by the franchisor to induce a franchisee to surrender any rights given to the franchisee under the franchise, that provision may not be enforceable.

Item 17(t) is amended to read as follows:

> Only the terms of the Franchise Agreement and other related written agreements are binding (subject to applicable state law). Any representations or promises outside of the Disclosure Document and Franchise Agreement may not be enforceable.

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT

(See Exhibit I for Washington Addendum to Disclosure Document, Franchise Agreement, Certification of Franchisor's Consent, and Related Agreements)

EXHIBIT I

STATE ADDENDA TO FRANCHISE AGREEMENT

ILLINOIS RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated ________________________ (the "Agreement"), between Bloomin Blinds Franchise Corp, a Texas corporation ("BBF") and _________________________, a ________ ____________ ("Franchisee").

1. Governing Law. Illinois law governs the Agreement.

2. Waivers Void. In conformance with Section 41 of the Illinois Franchise Disclosure Act, notwithstanding any provision of the Agreement to the contrary, any condition, stipulation, or provision purporting to bind Franchisee to waive compliance with any provision of the Illinois Act or any other law of the State of Illinois is void. This Section shall not prevent Franchisee from entering into a settlement agreement or executing a general release regarding a potential or actual lawsuit filed under any of the provisions of this Act, nor shall it prevent the arbitration of any claim pursuant to the provisions of Title 9 of the United States Code.

3. Jurisdiction. In conformance with Section 4 of the Illinois Franchise Disclosure Act, any provision in a franchise agreement that designates jurisdiction and venue in a forum outside of the State of Illinois is void. However, a franchise agreement may provide for arbitration to occur outside of Illinois.

4. Fee Deferral. Payment of initial franchise fees will be deferred until Franchisor has met its initial obligations to Franchisee and Franchisee has commenced doing business. This financial assurance requirement was imposed by the Office of the Illinois Attorney General due to Franchisor's financial condition.

5. Effective Date. This Rider is effective as of the date of the Agreement.

Agreed to by:

FRANCHISEE:

____

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

FRANCHISOR:

BLOOMIN BLINDS FRANCHISE CORP

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

INDIANA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated ________________________ (the "Agreement"), between Bloomin Blinds Franchise Corp, a Texas corporation ("BBF") and __________________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Indiana Acts" means the Indiana Franchise Act and the Indiana Deceptive Franchise Practices Act.

2. Certain Provisions Modified. Any provision of the Agreement which would have any of the following effects is hereby modified to the extent required for the Agreement to be in compliance with the Indiana Acts:

(1) Requiring goods, supplies, inventories, or services to be purchased exclusively from the franchisor or sources designated by the franchisor where such goods, supplies, inventories, or services of comparable quality are available from sources other than those designated by the franchisor. However, the publication by the franchisor of a list of approved suppliers of goods, supplies, inventories, or services or the requirement that such goods, supplies, inventories, or services comply with specifications and standards prescribed by the franchisor does not constitute designation of a source nor does a reasonable right of the franchisor to disapprove a supplier constitute a designation. This subdivision does not apply to the principal goods, supplies, inventories, or services manufactured or trademarked by the franchisor.

(2) Allowing the franchisor to establish a franchisor-owned outlet engaged in a substantially identical business to that of the franchisee within the exclusive territory granted the franchisee by the franchise agreement; or, if no exclusive territory is designated, permitting the franchisor to compete unfairly with the franchisee within a reasonable area.

(3) Allowing substantial modification of the franchise agreement by the franchisor without the consent in writing of the franchisee.

(4) Allowing the franchisor to obtain money, goods, services, or any other benefit from any other person with whom the franchisee does business, on account of, or in relation to, the transaction between the franchisee and the other person, other than for compensation for services rendered by the franchisor, unless the benefit is promptly accounted for, and transmitted to the franchisee.

(5) Requiring the franchisee to prospectively assent to a release, assignment, novation, waiver, or estoppel which purports to relieve any person from liability to be imposed by the Indiana Deceptive Franchise Practices Act or requiring any controversy between the franchisee and the franchisor to be referred to any person, if referral would be binding on the franchisee. This subsection (5) does not apply to arbitration before an independent arbitrator.

(6) Allowing for an increase in prices of goods provided by the franchisor which the franchisee had ordered for private retail consumers prior to the franchisee's receipt of an official price increase

notification. A sales contract signed by a private retail consumer shall constitute evidence of each order. Price changes applicable to new models of a product at the time of introduction of such new models shall not be considered a price increase. Price increases caused by conformity to a state or federal law, or the revaluation of the United States dollar in the case of foreign-made goods, are not subject to this subsection (6).

(7) Permitting unilateral termination of the franchise if such termination is without good cause or in bad faith. Good cause within the meaning of this subsection (7) includes any material violation of the franchise agreement.

(8) Permitting the franchisor to fail to renew a franchise without good cause or in bad faith. This chapter shall not prohibit a franchise agreement from providing that the agreement is not renewable upon expiration or that the agreement is renewable if the franchisee meets certain conditions specified in the agreement.

(9) Requiring a franchisee to covenant not to compete with the franchisor for a period longer than three years or in an area greater than the exclusive area granted by the franchise agreement or, in absence of such a provision in the agreement, an area of reasonable size, upon termination of or failure to renew the franchise.

(10) Limiting litigation brought for breach of the agreement in any manner whatsoever.

(11) Requiring the franchisee to participate in any (A) advertising campaign or contest; (B) promotional campaign; (C) promotional materials; or (D) display decorations or materials; at an expense to the franchisee that is indeterminate, determined by a third party, or determined by a formula, unless the franchise agreement specifies the maximum percentage of gross monthly sales or the maximum absolute sum that the franchisee may be required to pay.

3. **Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	BLOOMIN BLINDS FRANCHISE CORP
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

MARYLAND RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated ________________________ (the "Agreement"), between Bloomin Blinds Franchise Corp, a Texas corporation ("BBF") and _________________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Maryland Franchise Registration and Disclosure Law" means the Maryland Franchise Registration and Disclosure Law, Business Regulation Article, §14-206, Annotated Code of Maryland.

2. Releases, Estoppels and Waivers of Liability. 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.

3. No Release of Liability. The general release required as a condition of renewal shall not apply to any liability under the Maryland Franchise Registration and Disclosure Law.

4. Statute of Limitations. Any claims arising under the Maryland Franchise Registration and Disclosure Law must be brought within three years after the grant of the franchise.

5. Jurisdiction. Franchisee does not waive its right to file a lawsuit alleging a cause of action arising under the Maryland Franchise Registration and Disclosure Law in any court of competent jurisdiction in the State of Maryland.

6. Initial Franchise Fee. Based upon the franchisor's financial condition, the Maryland Securities Commissioner has required a financial assurance. Therefore, all initial fees and payments owed by franchisees shall be deferred until BBF completes its pre-opening obligations under the franchise agreement.

7. Dispute Resolution. Section 17.1 of the Agreement is amended as follows: The 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.

Agreed to by:

FRANCHISEE:

____
By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

FRANCHISOR:

BLOOMIN BLINDS FRANCHISE CORP
By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

MINNESOTA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated ________________________ (the "Agreement"), between Bloomin Blinds Franchise Corp, a Texas corporation ("BBF") and _________________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "Minnesota Act" means Minnesota Statutes, Sections 80C.01 to 80C.22.

2. Amendments. The Agreement is amended to comply with the following:

- Minnesota Statutes, Section 80C.21 and Minnesota Rules 2860.4400(J) prohibit the franchisor from requiring litigation to be conducted outside 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 Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of the franchisee's rights as provided for in Minnesota Statutes, Chapter 80C or (2) franchisee's rights to any procedure, forum, or remedies provided for by the laws of the jurisdiction.

- With respect to franchises governed by Minnesota law, the franchisor will comply with Minnesota Statutes, Section 80C.14, Subd. 3-5, which require (except in certain specified cases) (1) that a franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice for non- renewal of the franchise agreement and (2) that consent to the transfer of the franchise will not be unreasonably withheld.

- The franchisor will protect the franchisee's rights to use the trademarks, service marks, trade names, logotypes or other commercial symbols or indemnify the franchisee from any loss, costs or expenses arising out of any claim, suit or demand regarding the use of the name. Minnesota considers it unfair to not protect the franchisee's right to use the trademarks. Refer to Minnesota Statues, Section 80C.12, Subd. 1(g).

- Minnesota Rules 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

- Item 6 of the FDD and Section of 4.9(d) of the Franchise Agreement is hereby amended to limit the Insufficient Funds Fee to $30 per occurrence pursuant to Minnesota Statute 604.113

- The franchisee cannot consent to the franchisor obtaining injunctive relief. The franchisor may seek injunctive relief. See Minn. Rules 2860.4400J. Also, a court will determine if a bond is required.

- The Limitations of Claims section must comply with Minnesota Statutes, Section 80C.17, Subd. 5, and therefore the applicable provision of the Agreement is amended to state "No action may be commenced pursuant to Minnesota Statutes, Section 80C.17 more than three years after the cause of action accrues."

3. **Effective Date.** This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	BLOOMIN BLINDS FRANCHISE CORP
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: _________________________	Title: _________________________
Date: _________________________	Date: _________________________

NEW YORK RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated ________________________ (the "Agreement"), between Bloomin Blinds Franchise Corp, a Texas corporation ("BBF") and _________________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Waivers Not Required. Notwithstanding any provision of the Agreement to the contrary, Franchisee is not required to assent to a release, assignment, novation, waiver or estoppel which would relieve BBF or any other person from any duty or liability imposed by New York General Business Law, Article 33 (the "New York Franchise Law").

3 Waivers of New York Law Deleted. Any condition, stipulation, or provision in the Agreement purporting to bind Franchisee to waive compliance by BBF with any provision of the New York Franchise Law, or any rule promulgated thereunder, is hereby deleted.

4. Governing Law. Notwithstanding any provision of the Agreement to the contrary, the New York Franchise Law shall govern any claim arising under that law.

5. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	BLOOMIN BLINDS FRANCHISE CORP
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: _________________________	Title: _________________________
Date: _________________________	Date: _________________________

NORTH DAKOTA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated ________________________ (the "Agreement"), between Bloomin Blinds Franchise Corp, a Texas corporation ("BBF") and _________________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Amendments. The Agreement (and any Guaranty Agreement) is amended to comply with the following:

(1) Restrictive Covenants: Every contract by which Franchisee, any Guarantor, or any other person is restrained from exercising a lawful profession, trade, or business of any kind is subject to NDCC Section 9-08-06.

(2) Situs of Arbitration Proceedings: Franchisee and any Guarantor are not required to agree to the arbitration of disputes at a location that is remote from the site of Franchisee's business.

(3) Restrictions on Forum: Franchisee and any Guarantor are not required to consent to the jurisdiction of courts outside of North Dakota.

(4) Liquidated Damages and Termination Penalties: Franchisee is not required to consent to liquidated damages or termination penalties.

(5) Applicable Laws: The Agreement (and any Guaranty Agreement) is governed by the laws of the State of North Dakota.

(6) Waiver of Trial by Jury: Franchisee and any Guarantor do not waive a trial by jury.

(7) Waiver of Exemplary and Punitive Damages: The parties do not waive exemplary and punitive damages.

(8) General Release: Franchisee and any Guarantor are not required to sign a general release upon renewal of the Agreement.

(9) Limitation of Claims: Franchisee is not required to consent to a limitation of claims. The statute of limitations under North Dakota law applies.

(10) Enforcement of Agreement: The prevailing party in any enforcement action is entitled to recover all costs and expenses including attorney's fees.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	BLOOMIN BLINDS FRANCHISE CORP
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

OHIO RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated ___________ ___________ (the "Agreement"), between Bloomin Blinds Franchise Corp, a Texas corporation ("BBF") and ____________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement. The "BOPA" means the Ohio Business Opportunity Act, codified in Revised Code of Ohio, Title XIII, Chapter 1334.

2. Applicability of BOPA. Franchisee acknowledges that BBF is providing this Rider out of an abundance of caution, and that neither the execution of this Rider nor any other act of BBF constitutes an intent that BOPA apply to the transaction between BBF and Franchisee or an admission by BBF that the transaction fails to comply in any material respects with the trade regulation rule of the federal trade commission, "disclosure requirements and prohibitions concerning franchising," 16 C.F.R. 436.1 et seq.

3. No Delivery of Goods or Services during Cancellation Period. BBF will not commence delivery of any goods or provide any services during the time within which Franchisee may cancel the Agreement as provided in Section 5 below.

4. Jurisdiction and Venue. In connection with the sale of the franchise, any provision in the Agreement restricting jurisdiction or venue to a forum outside of Ohio, or requiring the application of laws of another state, is void with respect to a claim otherwise enforceable under Sections 1334.01 to 1334.15 of the BOPA.

5. Cancellation. You, the franchisee, may cancel the transaction at any time prior to midnight of the fifth business day after the date you sign this Agreement. See the attached notice of cancellation for an explanation of this right.

Agreed to by:

FRANCHISOR:	FRANCHISEE:
BLOOMIN BLINDS FRANCHISE CORP.	______________________________
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

OHIO
NOTICE OF CANCELLATION

[*Insert Date Agreement Signed by FRANCHISEE*]

You may cancel this transaction, without penalty or obligation, within five business days from the above date. If you cancel, any payments made by you under the Agreement, and any negotiable instrument executed by you will be returned within ten business days following Bloomin Blinds Franchise Corp.'s receipt of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to Bloomin Blinds Franchise Corp. at your business address all goods delivered to you under this agreement; or you may if you wish, comply with the instructions of Bloomin Blinds Franchise Corp. regarding the return shipment of the goods at Bloomin Blinds Franchise Corp.'s expense and risk. If you do make the goods available to Bloomin Blinds Franchise Corp. and Bloomin Blinds Franchise Corp. does not pick them up within twenty days of the date of your notice of cancellation, you may retain or dispose of them without further obligation. If you fail to make the goods available to Bloomin Blinds Franchise Corp., or if you agree to return them to Bloomin Blinds Franchise Corp. and fail to do so, then you remain liable for the performance of all obligations under the Agreement. To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Bloomin Blinds Franchise Corp., at 5360 Legacy Dr., Suite 155, Plano, TX 75024, or send a fax to Bloomin Blinds Franchise Corp. at [*Insert facsimile number*] or an e-mail to Bloomin Blinds Franchise Corp. at kelsey.stuart@bloominblinds.com, not later than midnight of [*Insert date that is five business days after the date above]*.

I hereby cancel this transaction.

FRANCHISEE:

____

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

RHODE ISLAND RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated ________________________ (the "Agreement"), between Bloomin Blinds Franchise Corp, a Texas corporation ("BBF") and _________________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Jurisdiction and Venue. Any provision of the Agreement restricting jurisdiction or venue to a forum outside the State of Rhode Island or requiring the application of the laws of another state is void with respect to a claim otherwise enforceable under Rhode Island Franchise Investment Act.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:

____

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

FRANCHISOR:

BLOOMIN BLINDS FRANCHISE CORP

By: ___________________________
Name: _________________________
Title: __________________________
Date: __________________________

VIRGINIA RIDER TO FRANCHISE AGREEMENT

This Rider amends the Franchise Agreement dated ________________________ (the "Agreement"), between Bloomin Blinds Franchise Corp, a Texas corporation ("BBF") and _________________________, a ________ ____________ ("Franchisee").

1. Definitions. Capitalized terms used but not defined in this Rider have the meanings given in the Agreement.

2. Fee Deferral. The Virginia State Corporation Commission's Division of Securities and Retail Franchising requires us to defer payment of the initial franchise fee and other initial payments owed by franchisees to the franchisor until the franchisor has completed its pre-opening obligations under the franchise agreement.

3. Effective Date. This Rider is effective as of the Effective Date.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	BLOOMIN BLINDS FRANCHISE CORP
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

WASHINGTON ADDENDUM TO DISCLOSURE DOCUMENT, FRANCHISE AGREEMENT, CERTIFICAITON OF FRANCHISOR'S COMPLIANCE AND RELATED AGREEMENTS

In the event of a conflict of laws, the provisions of the Washington Franchise Investment Protection Act, Chapter 19.100 RCW will prevail.

RCW 19.100.180 may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise. There may also be court decisions which may supersede the franchise agreement in your relationship with the franchisor including the areas of termination and renewal of your franchise.

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

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

Transfer fees are collectable to the extent that they reflect the franchisor's reasonable estimated or actual costs in effecting a transfer.

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

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

The State of Washington has imposed a financial condition under which the initial franchise fees due will be deferred until the franchisor has fulfilled its initial pre-opening obligations under the Franchise Agreement and the franchise is open for business.

Agreed to by:

FRANCHISEE:	FRANCHISOR:
______________________________	BLOOMIN BLINDS FRANCHISE CORP
By: ___________________________	By: ___________________________
Name: _________________________	Name: _________________________
Title: __________________________	Title: __________________________
Date: __________________________	Date: __________________________

Exhibit J

EFT AUTHORIZATION FORM

Bank Name: ____
ABA#: ____
Acct. #: ____
Acct. Name: ____

Effective as of the date of the signature below, ___________________ ("Franchisee") hereby authorizes Bloomin Blinds Franchise Corp ("Franchisor") or its designee to withdraw funds from the above-referenced bank account, electronically or otherwise, to make the following payments to Franchisor under the franchise agreement (the "Franchise Agreement") between Franchisor and Franchisee: (1) all Royalty Fees; (2) all Marketing Fund Contributions; (3) all other fees authorized under the Franchise Agreement; and (4) any amounts charged by Franchisor or its affiliates in connection with equipment, inventory, supplies, and/or services that Franchisee purchases from Franchisor or its affiliates, as and when such amounts become due and owing to Franchisor and/or its affiliates. Franchisee acknowledges that Royalty Fees, Marketing Fund Contributions, and all other fees may be collected by Franchisor in the manner provided for in the Franchise Agreement. The parties further agree that all capitalized terms not specifically defined herein will be given the same definition as set forth in the Franchise Agreement.

Such withdrawals shall occur on a monthly basis, or on such other schedule as Franchisor shall specify in writing. This authorization shall remain in force and effect until terminated in writing by Franchisor. Franchisee shall provide Franchisor, in conjunction with this authorization, a voided check from the above-referenced account.

Agreed to by:

FRANCHISEE:

____

By: ____________________________
Name: __________________________
Title: ___________________________
Date: ___________________________

PLEASE ATTACH A VOIDED BLANK CHECK FOR PURPOSES OF SETTING UP BANK AND TRANSIT NUMBERS

STATE EFFECTIVE DATES

The following states have franchise laws that require that the Franchise Disclosure Document be registered or filed with the states, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	
Illinois	
Indiana	
Maryland	
Michigan	
Minnesota	
New York	
Virginia	
Wisconsin	

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 Bloomin Blinds Franchise Corp 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 you be given this disclosure document at the earlier of the first personal meeting or 10 business days before the execution of any franchise or other agreement, or payment of any consideration that relates to the franchise relationship.

If Bloomin Blinds Franchise Corp does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (which are listed in Exhibit A).

The name, principal business address, and telephone number of each franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Kelsey Stuart	5360 Legacy Dr., Suite 155, Plano, TX 75024	214-995-1062

Issuance Date: April 27, 2023.

I received a disclosure document dated April 27, 2023 that included the following Exhibits:

A. State Administrators and Agents for Service of Process
B. Franchise Agreement (with Guaranty and Non-Compete Agreement)
C. Customer Service Center Agreement
D. Form of General Release
E. Financial Statements
F. Franchise Operations Manual Table of Contents
G. Current and Former Franchisees
H. State Addenda to Disclosure Document
I. State Addenda to Franchise Agreement
J. EFT Authorization Form
State Effective Dates
Receipt (2 copies)

Signature: ___________________________
Print Name: __________________________
Date Received: ________________________

Keep This Copy For Your Records

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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I. State Addenda to Franchise Agreement
J. EFT Authorization Form
State Effective Dates
Receipt (2 copies)

Signature: ____________________________
Print Name: ___________________________
Date Received: _________________________

Return this copy to us - Bloomin Blinds Franchise Corp - 5360 Legacy Dr., Suite 155, Plano, TX 75024