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FRANCHISE DISCLOSURE DOCUMENT

Brew Culture Franchise, LLC
A Wyoming limited liability company
2710 S. 48th Street
Springdale, Arkansas 72762
(479) 278-2234
www.7brew.com
info@7brew.com

The franchise offered is to operate a high-capacity drive-thru, quick-serve coffee store concept under the "7 BREW®" name and other trademarks that offers and sells primarily coffee, coffee-based, and other beverages.

The total investment necessary to begin operation of a new "traditional" 7 BREW Store franchise is $940,500 to $2,283,500, assuming a 10-Store commitment. This includes $185,000 to $785,000 that must be paid to the franchisor or affiliate. You must commit to develop at least 10 "traditional" 7 BREW Stores by signing a Development Rights Rider to the Franchise Agreement. The minimum development fee for new franchisees joining the 7 BREW Store system equals $125,000 (the full $35,000 initial franchise fee for the first Store plus a $10,000 payment for each of the second through tenth Stores, which are not credited toward any initial franchise fee). You must pay us another $10,000 development fee for each additional traditional 7 BREW Store you commit to develop after the tenth Store.

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.**

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 of this Franchise Disclosure Document: May 11, 2026

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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 D.
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 C 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 7 BREW 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 7 BREW franchisee?	Item 20 or Exhibit D 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.

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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 F.

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.

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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 and/or litigation only in the franchisor's then-current home state (currently Arkansas). Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to arbitrate or litigate with the franchisor in its then-current home state (currently Arkansas) than in your own state.

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

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.

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THE FOLLOWING PROVISIONS APPLY ONLY TO TRANSACTIONS GOVERNED BY THE MICHIGAN FRANCHISE INVESTMENT LAW

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If the franchisor's most recent financial statements are unaudited and show a net worth of less than $100,000, the franchisor shall, at the request of a franchisee, arrange for the escrow of initial investment and other funds paid by the franchisee until the obligations 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 ENFORCEMENT BY THE ATTORNEY GENERAL.

Any questions regarding this notice should be directed to:

Michigan Department of Attorney General
Corporate Oversight Division – Franchise Section
525 West Ottawa Street
G. Mennen Williams Building, 5th Floor
Lansing, Michigan 48913
(517) 335-7567

Notwithstanding paragraph (f) above, we intend to enforce fully the provisions of the arbitration section of our Franchise Agreement. We believe that paragraph (f) is unconstitutional and cannot preclude us from enforcing our arbitration provision. If you acquire a franchise, you acknowledge that we will seek to enforce that section as written, and that the terms of the Franchise Agreement will govern our relationship with you, including the specific requirements of the arbitration section.

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

The Franchisor and Its Affiliates

The franchisor is Brew Culture Franchise, LLC ("we," "us," or "our"). "You" means the entity to which we grant franchises and development rights. Your owners must sign our "Guaranty and Assumption of Obligations" or "Owner's Undertaking of Non-Monetary Obligations" (depending on the ownership percentage). This means all or some of our Franchise Agreement's provisions (Exhibit A) also will apply to your owners.

We are a Wyoming limited liability company formed on February 21, 2021. Our principal business address is 2710 S. 48th Street, Springdale, Arkansas 72762. We conduct business primarily under our limited liability company name and the trademark "7 BREW®" and under no other name. Our direct parent company is Brew Culture, LLC, and our indirect parent company is Blondie Holdings, LLC. Their principal business address is 3400 S. US Highway 89, Jackson, Wyoming 83001. No other parent companies are disclosable in this Item 1. We have no predecessors. If we have an agent in your state for service of process, we disclose that agent in Exhibit F.

The following affiliates of ours (all of which are involved in the 7 BREW Store system) are disclosable in this Item 1:

(1) 7 Energy LLC, a Wyoming limited liability company whose principal business address is 3400 S. US Highway 89, Jackson, Wyoming 83001, originates certain energy drinks for 7 BREW Stores, including franchised 7 BREW Stores, and is the designated source of certain brands of energy drinks it originates (although sales to franchisees will be made by unaffiliated suppliers);

(2) CTAR, Inc., an Arkansas corporation whose principal business address is the same as ours, (i) constructs the modular buildings for 7 BREW Stores, including franchised 7 BREW Stores, and is an approved (but not the only) supplier of those buildings, and (ii) is the designated supplier of coffee equipment packages that franchisees need to operate their Stores; and

(3) Brew Culture Buying Group LLC, a Wyoming limited liability company whose principal business address is the same as ours, functions as the buying group for the 7 BREW Store system.

(4) BC International, Inc., a Delaware corporation whose principal business address is the same as ours, directly and/or through wholly-owned subsidiaries offers franchises for 7 BREW Stores to be developed and operated internationally (no international franchises were granted as of December 31, 2025).

(5) Brew Capital Partners, LLC, a Wyoming limited liability company whose principal business address is the same as ours, is the holding company for various state-specific real estate entities that will be formed to own, and lease directly to franchisees, the real estate on which certain 7 BREW Stores will be built. The form of Ground Lease (which might be modified based on the

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state in which the real estate is located) is Exhibit K to this disclosure document and described in Item 10.

None of these affiliates has operated a 7 BREW Store or (except for BC International, Inc.) offered franchises in any line of business.

Our affiliates include investment funds managed by affiliates of Blackstone Inc. Affiliates of Blackstone Inc. also manage investment funds that are affiliated with (and, as a result, we are affiliated with) the franchise programs listed below (none of which is involved in the 7 BREW Store system):

(1) Servpro Franchisor, LLC and its predecessors have offered franchises for SERVPRO® Businesses in the United States since June 1977. SERVPRO Businesses primarily provide professional residential and commercial cleaning services; fire, smoke, water, wind, and other damage cleaning, restoration, mitigation, and reconstruction services; construction services; mold remediation and bioremediation services; and cleaning and disinfection services. As of December 31, 2025, there were 2,354 franchised SERVPRO Businesses in the United States. Servpro Franchisor, LLC's principal business address is 801 Industrial Boulevard, Gallatin, Tennessee 37066.

(2) Servpro International, LLC, an affiliate of Servpro Franchisor, LLC, has since June 2010 franchised and/or owned affiliates that franchise SERVPRO® Businesses in countries outside the U.S. Its principal business address is 801 Industrial Boulevard, Gallatin, Tennessee 37066. Servpro Industries (Canada) ULC, a subsidiary of Servpro International, LLC, is the franchisor of the SERVPRO Business system in Canada beginning in May 2015. Its principal place of business is 680 Waterloo Street, London, Ontario, Canada N6A 3V8. As of December 31, 2025, there were 38 SERVPRO® Businesses operating in Canada.

(3) A Sub Above, LLC has, together with its predecessors, offered franchises for JERSEY MIKE'S® restaurants since 1987. JERSEY MIKE'S® restaurants offer a wide assortment of made-to-order submarine type sandwiches, other sandwiches, and related food products and beverages for on-premises and off-premises consumption. As of December 31, 2025, there were 3,201 franchised and 26 company-owned JERSEY MIKE'S® restaurants operating in the United States. A Sub Above, LLC's principal place of business address is 1 Commvault Way, #S300, Tinton Falls, New Jersey 07724.

(4) Jersey Mike's Franchise Systems, LLC, the direct parent company and predecessor of A Sub Above, LLC with the same principal business address, also has offered JERSEY MIKE'S® restaurant master franchise and development rights for certain countries (other than Canada) since approximately December 2025. No JERSEY MIKE'S® restaurant franchises granted by Jersey Mike's Franchise Systems, LLC were in operation internationally as of December 31, 2025.

(5) TSC Franchisor, LLC has offered franchises for TROPICAL SMOOTHIE Cafe-branded restaurants in the United States since September 2024. Its immediate predecessor, Tropical Smoothie Cafe, LLC, offered franchises for TROPICAL SMOOTHIE Cafe Restaurants from 2012 to September 2024, although the TROPICAL SMOOTHIE Cafe Restaurant franchise

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program commenced in approximately 1998. TROPICAL SMOOTHIE Cafe Restaurants sell a variety of freshly blended smoothies made with select fruit and vegetables, as well as specialty sandwiches, flatbreads, wraps, salads, and certain bottled beverages. As of December 31, 2025, there were 1,650 franchised and one company-owned TROPICAL SMOOTHIE Cafe Restaurants in operation in the United States. TSC Franchisor, LLC's principal place of business is located at 1117 Perimeter Center West, Suite W200, Atlanta, Georgia 30338.

None of these affiliates has operated a 7 BREW Store or, except as provided above, offered franchises in any line of business.

The Franchise Offered

We grant franchises to develop and operate high-capacity drive-thru, quick-serve coffee stores identified principally by the 7 BREW trademark that offer and sell coffee, coffee-based, and other beverages. We call these Stores "7 BREW Stores." The 7 BREW Store franchises that we currently offer and grant are only for "traditional" 7 BREW Stores. A "traditional" 7 BREW Store is defined to mean a freestanding or other facility that has at least one drive-thru window (a "Traditional 7 BREW Store"). Any 7 BREW Store that does not, or would not, have at least one drive-thru window is considered to be a "non-traditional" 7 BREW Store (a "Non-Traditional 7 BREW Store"). You do not have the right to acquire franchises for Non-Traditional 7 BREW Stores (although we often give franchisees a right-of-first-refusal for Non-Traditional 7 BREW Stores in their development territories if they ask for it).

In this disclosure document, we distinguish between Traditional 7 BREW Stores and Non-Traditional 7 BREW Stores only when the context requires. Otherwise, all references in this disclosure document to 7 BREW Stores mean Traditional 7 BREW Stores. We refer to your proposed Traditional 7 BREW Store as the "Store." 7 BREW Stores operate under the trademarks, service marks, and other commercial symbols we periodically designate (the "Marks") and the mandatory specifications, standards, operating procedures, and rules we periodically specify for 7 BREW Stores ("Brand Standards"). Your Store must offer the products and services we specify.

We do not offer single-unit franchises. In other words, we grant franchises only to qualified franchisees that commit to multi-unit development by developing a specific number of 7 BREW Stores (at least 10 Stores) within a defined territory according to a pre-determined development schedule. These franchisees may open and operate their 7 BREW Stores directly or through "Approved Affiliates," which are entities at least 75% of whose ownership is owned and controlled by the franchisee or its owners (although we often reduce this percentage to as low as 51% upon a franchisee's request). Our Development Rights Rider to the Franchise Agreement (Exhibit B), which we also reference as "DRR," governs a franchisee's multi-unit development rights and obligations.

Franchisees must sign our then-current form of Franchise Agreement for each additional 7 BREW Store they develop under the DRR. While that form may differ substantially and materially year to year from the first Franchise Agreement they sign for their first 7 BREW Store to be developed (our current version of Franchise Agreement is disclosed in this disclosure document), the initial franchise fee will not change for the 2nd and each subsequent 7 BREW Store you commit to develop under the DRR. In addition, we will modify our then-current form of

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franchise agreement for each new 7 BREW Store to include the same terms that you negotiated with us and that appear in any amendment to your first Franchise Agreement, unless you (and your Approved Affiliates) are not then in substantial compliance (subject to any applicable cure opportunity) with the DRR, the first Franchise Agreement, and all other franchise agreements then in effect. If you (and your Approved Affiliates) are not then in substantial compliance with the DRR, the first Franchise Agreement, and all other franchise agreements then in effect and fail to cure such failure within any applicable opportunity to cure, then we have no obligation to modify the terms of our then-current form of franchise agreement to include the terms we previously negotiated with you.

We began offering franchises and development rights for 7 BREW Stores in March 2021. We have no other material business activities and have not offered franchises in other lines of business. While we have never operated a 7 BREW Store, our direct parent company has operated multiple 7 BREW Stores since January 2020, when it acquired control of the 7 BREW system that first opened for business in February 2017.

Nature of Market and Competition

Your Store will offer products and services to the general public throughout the year. The coffee-beverage industry is mature and competitive. You will face competition from numerous businesses, including international, national, regional, and local coffee and restaurant chains (both company-owned and franchised), "mom and pop" restaurants and cafes, grocery and convenience stores, and other foodservice businesses. However, we believe 7 BREW Stores will be distinguishable by their extensive and customizable beverage offering, energetic and friendly staff, and efficient and quick service. 7 BREW Stores also have a distinctive design featuring a small building footprint, blue lighting, and high-capacity drive-thru lanes that make the brand stand out.

Laws and Regulations

No regulations apply specifically to the industry in which 7 BREW Stores operate. However, federal, state, and local food safety, sanitation, handling, labeling, storage, and other laws governing all foodservice operations might impact your Store's operations more than others. You also might encounter local ordinances that prohibit or restrict drive-thru businesses generally. You must comply with these laws and with laws applying generally to all businesses.

Item 2
BUSINESS EXPERIENCE

Chief Franchising Officer: Andrew Ritger

Drew Ritger has been our Chief Franchising Officer since May 2021. Before joining the 7 BREW Store system, he was Chief Executive Officer and President of Value Dry Cleaners, based in Greenbelt, Maryland, from December 2017 to May 2021.

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International President of Brew Culture, LLC: Michael Kehoe

Mike Kehoe has been International President of our parent company, Brew Culture, LLC, based in Springdale, Arkansas, since March 2025. Before joining the 7 BREW Store system, he was Chief Development Officer for Subway, based in Miami, Florida, from October 2023 to January 2025, and EMEA President for Subway, based in the Netherlands, from May 2020 to August 2023.

Chief Executive Officer of Brew Culture, LLC: John Davidson

John Davidson has been Chief Executive Officer of our parent company, Brew Culture, LLC, based in Springdale, Arkansas, since January 2020. Since 2004, he also has served as Managing Director of Monroe Capital, a family-office investment firm currently based in Jackson, Wyoming, that invests in companies in various industries.

President of Brew Culture, LLC: Christopher Dawson

Chris Dawson has been President of our parent company, Brew Culture, LLC, based in Springdale, Arkansas, since July 2024. Before joining the 7 BREW Store system, he was Chief Executive Officer of Walk-On's Sports Bistreaux, based in Atlanta, Georgia, from June 2023 to August 2024 and President of Driven Brands, based in Charlotte, North Carolina, from July 2019 to June 2023.

Chief Development Officer of Brew Culture, LLC: Shane Cornyn

Shane Cornyn has been Chief Development Officer of our parent company, Brew Culture, LLC, based in Springdale, Arkansas, since March 2024. Before joining the 7 BREW Store system, he was Senior Project Manager of JRM Construction Management, based in New York, New York, from February 2015 to March 2024.

Chief Marketing Officer of Brew Culture, LLC: Nicolas Chavez

Nicolas Chavez has been Chief Marketing Officer of our parent company, Brew Culture, LLC, based in Springdale, Arkansas, since December 2024. Before joining the 7 BREW Store system, he was Chief Marketing Officer of KFC Corporation (US), based in Louisville, Kentucky, from November 2021 to November 2024 and Senior Vice President—Sales Marketing, and Communications for Nintendo of America, based in Redmond, Washington, from April 2010 to November 2021.

Chief Technology Officer of Brew Culture, LLC: Danyel Bischof-Forsyth

Danyel Bischof-Forsyth has been Chief Technology Officer of our parent company, Brew Culture, LLC, based in Springdale, Arkansas, since January 2024. Before joining the 7 BREW Store system, she was Chief Technology Officer at Tyson Foods, based in Springdale, Arkansas, from January 2023 to September 2023 and its Vice President, IT from July 2018 to December 2022.

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Chief Supply Chain Officer of Brew Culture, LLC: Christopher Held

Christopher Held has been Chief Supply Chain Officer of our parent company, Brew Culture, LLC, based in Springdale, Arkansas, since June 2025. Before joining the7 BREW Store system, he was Chief Supply Officer for Inspire Brands, based in Atlanta, Georgia, from June 2019 to April 2025.

Senior Vice President of Strategy & Finance of Brew Culture, LLC: Zachary Davis

Zach Davis has been Senior Vice President of Strategy & Finance of our parent company, Brew Culture, LLC, based in Springdale, Arkansas, since May 2024. Before joining the7 BREW Store system, he held positions as Vice President Finance for Conn's HomePlus, based in Woodlands, Texas, from June 2022 to August 2023 and Senior Director Supply Chain Finance for Walmart, based in Bentonville, Arkansas, from March 2017 to June 2022. Mr. Davis was in between positions from August 2023 to May 2024.

Vice President of New Stand Growth of Brew Culture, LLC: Michael Lopez

Mike Lopez has been Vice President of New Stand Growth of our parent company, Brew Culture, LLC, based in Springdale, Arkansas, since October 2024. Before joining the 7 BREW Store system, he was Chief Operating Officer for Tint World, based in Boca Raton, Florida, from June 2023 to June 2024 and held various positions with various brands in the Driven Brands portfolio, all based in Charlotte, North Carolina, from June 2018 to April 2023, including Brand President of Auto Glass Now from February 2022 to April 2023 and Vice President of Operations of MAACO Paint & Collison from May 2020 to February 2022.

Chief Accounting Officer of Brew Culture, LLC: Patrick Jones

Patrick Jones has been Chief Accounting Officer of our parent company, Brew Culture, LLC, based in Springdale, Arkansas, since February 2023. Before joining the 7 BREW Store system, he was Senior Vice President of Finance and Accounting at Hancock Whitney Corporation, based in New Orleans, Louisiana, from December 2018 through January 2023.

Vice President of Supply Chain of Brew Culture, LLC: Chris Heath

Chris Heath has been Vice President of Supply Chain for our parent company, Brew Culture LLC, based in Springdale, Arkansas, since August 2024. Before joining the 7 BREW Store system, he was Manager of Purchasing for Daisy Brand, LLC, based in Dallas, Texas, from May 2017 to August 2024.

Vice President of Real Estate for Brew Culture, LLC: Christopher Davis

Chris Davis has been Vice President of Real Estate for our parent company, Brew Culture, LLC, based in Springdale, Arkansas, since October 2023. Before joining the 7 BREW Store system, he was Vice President of Real Estate at Driven Brands, based in Charlotte, North Carolina, from June 2020 to October 2023.

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Item 3
LITIGATION

No litigation is required to be disclosed in this Item.

Item 4
BANKRUPTCY

No bankruptcy is required to be disclosed in this Item.

Item 5
INITIAL FEES

Franchise Agreement

You must pay us a $35,000 initial franchise fee in a lump sum when you sign the Franchise Agreement for your first 7 BREW Store (this initial franchise fee is part of the development fee described below). The initial franchise fee for the 2nd and each subsequent 7 BREW Store you develop under a Development Rights Rider to the Franchise Agreement is $25,000. That payment is due within 5 days after the date on which you open the 7 BREW Store for business. The initial franchise fee is not refundable under any circumstances.

If you purchase an existing Store from a franchisee, you will not pay an initial franchise fee. Instead, we have the right to receive a transfer fee from you or the selling franchisee (depending on your arrangement). That payment is not refundable.

We have the right (but no obligation) to send an "opening team" to the Store (involving the number of people we determine) to support the Store during its opening phase and to help you train your supervisory employees on our philosophy and Brand Standards (but not matters relating to labor relations and employment practices). The Brand Fund currently will pay the wages and travel-related expenses of any opening team we choose to send. However, if in our opinion you and/or the Store needs, or if you request (and we agree to provide), special guidance, assistance, or training that is in addition to any support we choose to provide (in other words, you ask us to stay longer than we had planned to stay), you must pay our personnel's daily charges (including wages) and travel-related expenses. This payment is not refundable.

As described in Item 1, one of our affiliates is an approved (but not the only) supplier of the modular building for 7 BREW Stores. If you choose to buy the modular building from that affiliate, you currently must pay between $310,000 and $600,000 for the building (a few different styles are available), plus shipping, freight, insurance, and installation. (The actual charges during 2025 ranged from $310,000 to $400,000.) A deposit—typically equal to 25% to 50% of the purchase price depending on the volume purchased—is due when you sign the Manufacturing Agreement (Exhibit J). Final payment is due no later than at the time of shipment. This payment is not refundable. (Our affiliate has the right to charge you a $1,000-per-day nonrefundable storage fee if you do not transport the modular building within 30 days after it is completed.)

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That same affiliate also is the designated source of the coffee equipment packages that franchisees need to operate their Stores. You currently must pay approximately $60,000 for the coffee equipment package, plus shipping, freight, and insurance. (The actual charges during 2025 ranged from approximately $43,000 to $61,000.)

Development Rights Rider

We currently charge a development fee that you must pay in full when you sign the DRR. The development fee is the full $35,000 initial franchise fee for the first Store covered by the Franchise Agreement to which the DRR is attached, plus $10,000 for each additional Store you commit to develop (with a minimum 10-Store development commitment for new franchisees joining the 7 BREW Store system). This $10,000 per-Store payment is not a deposit toward future initial franchise fees. (The initial franchise fee is $25,000 for the second and each subsequent Store that you commit to develop.) We will identify the number of Stores you must develop, the deadlines for developing them, and the applicable development fee before signing the DRR. If we allow you to add additional Stores to the DRR for development in your Territory after you sign the DRR, we may charge you $10,000 for each added Store.

The development fee is not refundable under any circumstances. If you sign the DRR, pay the development fee, and then cannot find sites for 7 BREW Stores or choose for another reason not to perform (in which case we terminate the DRR), we have the right to keep the entire development fee and need not return any money to you.

Ground Lease

If you want to develop your Store at a location where our affiliate owns the underlying real estate, you must sign a Ground Lease with our affiliate for that real estate and pay first month's rent estimated to range from $5,000 to $20,000. The specific amount depends on the market, the real estate's estimated value, the corresponding price per square foot, and other economic factors.

Item 6
OTHER FEES

Column 1 Type of Fee[1, 6]	Column 2 Amount[2]	Column 3 Due Date	Column 4 Remarks
Royalty	4.5% of the Store's weekly Gross Sales if the Store's Gross Sales during the preceding calendar week were less than $20,000 5.5% of the Store's weekly Gross Sales if the Store's Gross	Due by Friday after the end of each calendar-week period (each calendar week currently begins on Monday and ends on Sunday)[4]	

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Column 1 Type of Fee[1, 6]	Column 2 Amount[2]	Column 3 Due Date	Column 4 Remarks
	Sales during the preceding calendar week were between $20,000 and $25,000 7% of the Store's weekly Gross Sales if the Store's Gross Sales during the preceding calendar week were more than $25,000[3]		
Brand Fund Contributions	The maximum amount we have the right to charge franchisees is 2% of Store's weekly Gross Sales[3]; we currently charge that 2% of weekly Gross Sales	Due by Friday after the end of each calendar-week period (each calendar week currently begins on Monday and ends on Sunday)[4]	
Technology Fee	The maximum amount we have the right to charge franchisees is 0.25% of Store's weekly Gross Sales[3]; we currently charge that 0.25% of weekly Gross Sales	Due by Friday after the end of each calendar-week period (each calendar week currently begins on Monday and ends on Sunday)[4]	Tech Fees are for technology expenditures we deem best for the franchise system (as well as affiliated 7 BREW Stores), including mobile training and operational performance software, cloud-based franchise-management solutions, IT phone support and database maintenance, Digital Marketing, online ordering and loyalty subscriptions, iPad mobile device management, and e-learning solutions.[5] Tech Fees are not related to any costs and fees that we collect from you to reimburse us or our affiliates for payments we must make on your behalf to third-party technology or other vendors whose services or products you purchase or license.

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Column 1 Type of Fee[1, 6]	Column 2 Amount[2]	Column 3 Due Date	Column 4 Remarks
Successor Franchise Fee	$10,000	When you sign successor franchise agreement (if you have that right)	
Transfer of Franchise Rights or Controlling Ownership Interest in Franchisee	$10,000	Upon transfer	
Transfer of Non-Controlling Ownership Interest in Franchisee	$1,000	Upon transfer	
Annual Meeting / Convention	Will vary under circumstances (not to exceed $1,000 per person; does not include your actual out-of-pocket attendance costs paid to third parties)	As incurred	You (or your designated representative we approve) may attend an annual franchisee meeting, in which case we may require you to pay an attendance fee.
Product and Service Purchases	Varies depending on products and services you buy from us or our affiliates	As incurred	During the franchise term, you must buy certain products and services from us or our affiliates, from designated or approved distributors and suppliers, or according to our standards and specifications. If we require you to buy any products or services from us or our affiliates, we will give you a price list identifying the applicable costs.
Real Estate Rent	$5,000 to $20,000 (actual rent depends on the market, the real estate's estimated value, the corresponding price per square foot, and other economic factors)	Monthly	Due if you lease from our affiliate the real estate on which to develop and operate the Store. The actual rent to be charged, and any potential rent adjustments, during the lease term will be determined and identified in the Ground Lease before you sign the Ground Lease.

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Column 1 Type of Fee[1, 6]	Column 2 Amount[2]	Column 3 Due Date	Column 4 Remarks
Payments for Amounts Due to Third-Party Vendors	Depends on amounts charged by third-party vendors	Due by Friday after the end of each calendar-week period (each calendar week currently begins on Monday and ends on Sunday)[4]	We expect to negotiate (from time to time) single-payer agreements with third-party vendors of various technology and other services and products (to achieve greater discounts and/or economies of scale for franchisees) where the third-party vendors will require us or our affiliate to sign the particular license/supply/service agreement and to be directly responsible for paying for the services or products. In that case, we or our affiliate will collect the applicable amounts from our franchisees on a pro rata or other basis to reimburse us or our affiliate for the payments we must make to the vendors on the franchisees' behalf. While we do not currently plan to charge an administrative fee for our involvement, we have the right to charge you an administrative fee equal to 10% of each payment we collect from you.
Supplemental Training You Request to be Provided at Your Store	Up to $1,500 per trainer per day plus expenses	As incurred	If you request training courses or programs to be provided locally, you must pay our then-current training fee and our training personnel's travel and living expenses.
Testing and Evaluation Costs	Actual testing/evaluation costs incurred (amount depends on circumstances, including supplier's location, testing required, and item involved)	As incurred	Covers our actual costs of testing new products/services or inspecting new suppliers you propose.
Relocation	$5,000 plus reasonable costs we incur	As incurred	Due only if you relocate Store with our approval.

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Column 1 Type of Fee[1, 6]	Column 2 Amount[2]	Column 3 Due Date	Column 4 Remarks
Audit	Reimbursement of cost of inspection or audit, including legal fees and independent accountants' fees, plus travel expenses, room and board, and compensation of our employees (amount depends on nature and extent of your non-compliance)	As incurred	Due if you fail to report or understate Gross Sales by 2% or more.
Interest	Lesser of 1.5% per month or highest commercial contract interest rate law allows	When invoiced	Due on past due amounts.
Administrative Fee	$100	When invoiced	Due for each late or dishonored payment.
Costs and Attorneys' Fees	Reimbursement amount varies under circumstances and depends on nature of your non-compliance	As incurred	Due when you do not comply with Franchise Agreement.
Indemnification	Reimbursement amount varies under circumstances and depends on nature of third-party claim	As incurred	You must reimburse us for all claims and losses arising out of (i) Store's construction, design, or operation, (ii) the business you conduct under Franchise Agreement, (iii) your non-compliance or alleged non-compliance with any law, (iv) a data security incident, or (v) your breach of Franchise Agreement. You have similar indemnification obligations under the Manufacturing Agreement and the Ground Lease.

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