

Obligations		Section in Franchise Agreement	ITEM in Offering Circular
k.	Territorial development and sales quotas	Sections 7.16 and 8.1	ITEM 12
l.	Ongoing product/service purchases	Sections 8.1, 8.2 and 8.4	ITEM 8
m.	Maintenance, appearance and remodeling requirements	Sections 1.3, 3.3, 3.11, 3.12, 7.2, 7.6 and 7.7	ITEM 11
n.	Insurance	Section 7.5	ITEM 7
o.	Advertising	Sections 5.1 – 5.3	ITEM 11
p.	Indemnification	Section 7.12	ITEM 6
q.	Owner's participation/management/staffing	Section 7.13	ITEM 15
r.	Records/reports	Section 7.10	ITEM 11
s.	Inspections/audits	Section 7.3	ITEM 8
t.	Transfer	Sections 12.1 – 12.10	ITEM 17
u.	Renewal	Sections 2.2, 2.3 and 2.4	ITEMS 6 and 17
v.	Post-termination obligations	Sections 10.1, 10.2 and 10.3	ITEM 17
w.	Non-competition covenants	Sections 14.1 and 14.2	ITEMS 14, 15 and 17
x.	Dispute resolution	Sections 15.1 - 15.8	ITEM 17

ITEM 10. FINANCING

Neither we nor any agent or our Affiliate offer any direct or indirect financing to franchisees, although we reserve the right to offer financing or assist franchisees in obtaining financing in the future. We do not guarantee any notes, leases or other obligations of our licensees. Furthermore, we cannot predict if you will be able to obtain financing for any part of your investment in your license and, if so, the terms of the financing. We do not have any past or present practice to sell, assign or discount to any third party, partially or completely, any financing arrangements, although we reserve the right to do so in the future and receive remuneration from these finance sources.

ITEM 11. FRANCHISOR'S OBLIGATIONS

Except as listed below, we need not provide any assistance to you.

Pre-Opening Assistance

Before you open your MAUI WOWI Business, we or our designees will:

1. If you execute an Operating Unit Rider to open a Retail Store or Fixed Kiosk, provide assistance for your Retail Store or Fixed Kiosk including site selection, site evaluation, lease review, architectural design, and construction and project management, provide you with a grand opening marketing kit, and provide you with advice about your Retail Store or Fixed Kiosk construction. (See Operating Unit Riders to the Franchise Agreement.)
2. If you execute an Operating Unit Rider to open a Ka'anapali Cart, Event Concession Trailer, or Fixed Kiosk, provide you information on how to use the Ka'anapali Cart, Event Concession Trailer, or Fixed Kiosk. (See Operating Unit Riders to the Franchise Agreement.)
3. Counsel you on necessary start-up and inventory items and assist you with ordering, through our Affiliate, MAUI WOWI Products and MAUI WOWI Equipment and Supplies that are necessary for commencement of operations, including MAUI WOWI Blends, Hawaiian coffee, espresso, bottled waters, frozen confections, shirts, hats, aprons, parasols, cups, straws and other MAUI WOWI Products and MAUI WOWI Supplies and Equipment purchased from our Affiliate or other suppliers. (See Franchise Agreement, Section 6.1.1.)
4. Provide you with advice about which optional equipment to purchase. (See Franchise Agreement, Section 6.1.2.)
5. Provide training and assistance with site selection, acquisition and development, but we assume no liability related to your selection, negotiation and acquisition of Permanent Sites or Events and you are responsible for selecting your Permanent Sites or Events. (See Operating Unit Riders to the Franchise Agreement.) You may elect to

locate your MAUI WOWI Business at a Permanent Site or Event which we have previously secured and made available to you or other MAUI WOWI franchise operators. (See Operating Unit Riders to the Franchise Agreement.)

6. Provide the Hawaiian training program for one individual and the initial training program for up to two individuals (or up to three individuals if you purchase an Empire Builder Franchise). We will provide these training programs for additional individuals for a fee. (See Franchise Agreement, Sections 6.1.3 and 6.1.4.)

7. Establish and provide to you operating standards and specifications for the operation of the MAUI WOWI Business, which standards and specifications shall be set forth in the Library of Operating Manuals or other writing or on the website, and loan you one copy of our confidential Library of Operating Manuals. (See Franchise Agreement Sections 3.12 and 6.1.5.)

Continuing Assistance

During the operation of your MAUI WOWI Business, we or our designees will:

1. If you acquire a Standard Franchise or Empire Builder Franchise, provide each of the items set forth in Pre-Opening Assistance above for each additional Operating Unit you open and operate except the Hawaiian training program and initial training program listed in paragraph number 6, above. (See Franchise Agreement, Section 6.2.1.) However, if you operate a Ka'anapali Cart or Event Concession Trailer as your first Operating Unit, and later open a Retail Store or Fixed Kiosk, we may require you in our discretion to participate in additional initial training before opening the Retail Store or Fixed Kiosk. (See ITEM 11.) If you purchase an Empire Builder Franchise, we will provide the initial training program for an additional Manager for each subsequent Operating Unit you elect to open after your first Operating Unit.

2. Establish and provide to you operating standards and specifications for the operation of your MAUI WOWI Business in the Library of Operating Manuals as presented in writing or on our website. We may change or update these procedures, standards and specifications at our discretion. (See Franchise Agreement, Sections 3.3, 3.12, and 7.2.)

3. Hold national, regional, or local conferences for all MAUI WOWI franchisees, at certain times at our discretion, to discuss sales techniques, operational standards, and advertising. You are required to attend the Annual Franchise Owner National Convention and any other conferences for which we determine your attendance is mandatory. These conferences will be held at locations chosen by us. There will be additional costs for any further conferences or conventions. (See Franchise Agreement, Sections 6.2.4 and 7.9.)

4. Provide you with a reasonable amount of consultation by telephone, facsimile or e-mail correspondence to assist with problems you may encounter. (See Franchise Agreement, Section 6.2.2.)

5. Provide you with on-site assistance upon your request. If you request assistance on-site at either your Permanent Site or Event, you will be charged our standard rate in effect at the time. As of the date of this Offering Circular, we charge a fee of \$500 per day, payable in advance or as otherwise agreed. You must also pay the cost of travel, meals and accommodations for our representatives. (See Franchise Agreement, Section 6.2.2.)

Marketing

You pay a Marketing Fee equal to 12 percent of your purchase price of all MAUI WOWI Products and MAUI WOWI Supplies and Equipment (the "Marketing Fee"), which amount will be added to the prices charged by our Affiliate when you purchase items directly from our Affiliate. If the product or equipment is purchased via a third party supplier and if the third party supplier does not collect the 12 percent Marketing Fee at the time of sale, our Affiliate may collect the Marketing Fee by supplying you with an invoice summarizing the purchases made by you via a third party supplier and then collecting 12 percent of the purchase price via an ACH (Automatic Clearing House) transaction or a charge to your credit card. You will also pay a royalty of 6 percent and a Marketing Fee of 2 percent of your gross revenue generated by your sales of approved, non-proprietary products purchased from any source and on your gross revenue generated from your sale of non-MAUI WOWI branded items that you purchase from our Affiliate. Our Affiliate will collect the 6 percent royalty and 2 percent Marketing Fee related to the sale of approved non-proprietary and non-MAUI WOWI branded items after you report the sales of those items, as required, with collection being made via an ACH transaction or a charge to your credit card. Our Affiliate deposits these marketing contributions into a separate bank account known as the MAUI WOWI Marketing Fund ("Marketing Fund"). Every MAUI WOWI franchisee is charged

the marketing contribution in this manner. We reserve the right to discontinue or defer the Marketing Fee, or limit the products, supplies, equipment, and items to which the Marketing Fee is applied, in our sole discretion.

The Marketing Fund's primary purpose is to support sales by the System and to build brand identity. Our Affiliate may use the Marketing Fund for production and placement of media advertising; agency costs and commissions; creation and production of video, audio and written advertisements; administering regional and multi-regional advertising programs; direct response literature; direct mailings; online mailings; brochures; collateral advertising material; research; surveys of advertising effectiveness; providing materials and personnel to support the marketing function and creating, producing, and implementing websites for us and/or our franchisees; in-house staff assistance and related administrative costs; local promotions; supporting public relations; and other advertising expenditures relating to advertising our services and products. The Marketing Fund may also be allocated to pay the overhead expenses related to the Marketing Fund. If we or our Affiliate places advertising rather than engage an advertising agency for this purpose, we or our Affiliate shall be entitled to receive a reasonable fee for such services, which will not exceed the highest rate charged for similar services by any recognized advertising agency not owned in whole or part by us or our officers, directors, or employees (in addition to reimbursement for costs incurred). In 2003, we created a Franchise Advisory Counsel ("FAC"). The FAC consists of franchisees in good standing who, among other responsibilities, assists our Affiliate to determine the best uses of the Marketing Fund contributions. The FAC may provide advice regarding the potential use of the Marketing Fund contributions, but our Affiliate is not bound by the decisions of the FAC. We reserve the right to terminate the FAC or to modify its purposes, in our sole discretion.

We and our Affiliate have the right but no obligation to contribute to the Marketing Fund. We and our Affiliate have the right to deposit into the Marketing Fund any advertising, marketing or similar allowances paid by the suppliers who deal with us when we and our Affiliate have agreed that they will so deposit these allowances.

Our Affiliate is solely responsible for administering the Marketing Fund and may use professional public relations, advertising agencies or media buyers to assist us. Any unused funds in any calendar year will be applied to the following year's advertising expenses. Upon your written request, we or our Affiliate will make available to you, no later than 120 days after the end of each calendar year, an annual unaudited financial statement for the Marketing Fund which indicates how the Marketing Fees have been spent. Since we and our Affiliates does not have the Marketing Fund audited, audited financial statements for the advertising expenditures are not available to franchisees. We and our Affiliate will have sole discretion as to whether or not to take legal or other action against any franchisee who is in default of his, her or its obligations concerning the Marketing Fund (including obligations to pay the Marketing Fees) and whether a franchisee may be allowed to make direct advertising expenditures in place of contributions to the Marketing Fund.

We may, at any time, defer or reduce your required contributions or, upon 30 days prior written notice to you, reduce or suspend fund contributions and operations for one or more periods of any length or terminate (and, if terminated, reinstate) the Marketing Fund. If the Marketing Fund is terminated, all unspent monies will be distributed to the contributors in proportion to their respective fund contributions during the preceding 12 month period.

In the year ended December 31, 2006, our Affiliate spent 31 percent of the Marketing Fund on production, 6 percent on media placement, including public relations, and 64 percent on other uses, including real estate trade shows. We and our Affiliate did not use in 2006, nor do we plan on using in 2007 the Marketing Fund to solicit the sale of franchises.

We and our Affiliate make no guarantee to you or to any other franchisee that expenditures from the Marketing Fee will benefit you or any other franchisee directly, on a pro rata basis, or at all. We and our Affiliate assume no other direct or indirect liability or obligation to you regarding collecting amounts due to the Marketing Fund or maintaining, directing or administering the Marketing Fund.

We reserve the right to require that you spend, each quarter, a minimum amount of up to than 3 percent of your gross revenues for that quarter on local advertising ("**Local Advertising Expenditure**"). If we do require you to make this Local Advertising Expenditure, we also reserve the right to require you to submit receipts verifying your Local Advertising Expenditure and a quarterly report detailing your Local Advertising Expenditure (which shall be due no later than 10 days following the end of each quarter), upon our request.

Although we have not done so, we may require advertising cooperatives to be formed to share in local advertising ("**Local Advertising Cooperatives**"). If we implement a program to permit franchisees to form Local Advertising Cooperatives, franchisees in your geographic area may form a Local Advertising Cooperative. If a Local Advertising Cooperative is formed in your region, you are required to join and participate. The rules and regulations of the Local

Advertising Cooperative to which you will be bound, including the required contributions and how the contributions are to be spent, will be established in bylaws that are approved by us. We have not established any criteria for the formation and operation of Local Advertising Cooperatives.

You must also participate in any promotional campaigns and advertising or other programs that we or our Affiliate may periodically establish.

See ITEMS 6, 8 and 9 of this Offering Circular for more discussion regarding advertising.

You may create your own advertising and promotional materials in addition to those provided by us; however, all advertising and promotional material created by you, or by a third party for you, must be in a media and of a type and format that we approve in writing, must be conducted in a dignified manner, must conform to our standards and requirements, must be submitted for our review (by e-mail or by mail, return receipt requested) at least 30 days prior to publication, and approved in writing by us prior to use. Without our prior written approval, you may not advertise on the Internet. You may not use any advertising or promotional plans or materials, unless and until you have first received written approval from us. If you elect to purchase custom advertising materials developed by us or our Affiliate, you will be required to pay for actual production and reproduction costs plus a 20 percent markup to cover set up and art charges. All purchase costs charged to you are paid directly to the Marketing Fund.

Peer Review Program

We currently provide a peer review program to help identify the capabilities of prospective franchisees of ours. We, in our discretion, may ask you to participate in the peer review program by making telephone calls to, and participating in conference calls with, prospective franchisees. If we request you to participate in the peer review program, and you agree to do so, we may compensate you for your participation. We reserve the right to discontinue the peer review program, in our sole discretion.

Computer, Electronic, and Accounting Systems

You must use the SelbySoft POS System for each Retail Store or Fixed Kiosk that you operate, and for each Ka'anapali Cart or Event Trailer that you operate from a Permanent Site. The SelbySoft POS System consists of a PAR VIGO terminal, a touch-screen terminal and magnetic card swipe; a Valutec Gift Card System for processing gift cards; a Star 600 printer, for printing customer and credit card receipts; an Epson Laser printer used to run end of day reports and various other reports; a cash drawer that interfaces with the point-of-sale software; and the SP-1 Software used to record sales of products, manage cash, calculate taxes, process gift card transactions, process credit card transactions, track employee time, and provide sales and labor reports. The SelbySoft equipment and software is the proprietary material of SelbySoft, Inc., 8326 Woodland Ave. E., Puyallup, Washington 98371, whose business telephone number is 1-800-454-4434. The POS System will transmit sales data to us at the end of every business day, and we will thus have independent access to the data from your POS System. Currently, you are not required to use a POS System for a Ka'anapali Cart or Event Concession Trailer that operates from Events, but, we reserve the right to require the use of a POS system that is specified by us at a later date (which we may require you to lease, rent, or purchase). For your payment of the purchase price of the POS System, SelbySoft will provide certain software maintenance, support, and upgrades for one year. Following the first year, you will be required to purchase an annual software maintenance, support, and upgrade contract from SelbySoft and pay a continuing monthly fee for that maintenance, support, and upgrade contract. (See ITEMS 6 and 7.) The purchase price and monthly fees for the maintenance, support, and upgrade contract are determined by SelbySoft, and not by us, and, accordingly, the same may be adjusted from time to time by the provider. The SelbySoft POS System has been in continuous use by us and our franchisees since May 2006. We may, in our sole discretion, elect to stop using the SelbySoft POS System as part of the System at any time, and may at any time change the required POS System.

Regardless of what type of Operating Unit(s) you operate, we require that you maintain your books and records of each Operating Unit on a computer using Quick Books Small Business Accounting Software (QuickBooks Pro or Premier for Windows versions only) and the standardized chart of accounts established by us and/or our Affiliate. If you purchase an Empire Builder franchise, we or our Affiliate will provide you with Quickbooks Professional software featuring a pre-developed chart of accounts specifically designed for Maui Wowi franchisees and their bookkeeping, at no additional charge. You must have access to the Internet via a high speed Internet connection (no dial-up) where available, have an electronic mail address and periodically check your electronic mailbox and the portion of our website devoted to franchise operators. Any computer capable of performing these functions is acceptable, although we reserve the right to require you to purchase additional or specific computer hardware and software and to specify other computer-related standards in the future. If you operate a Retail Store, you must have a computer with this accounting software and high speed Internet

access at your Retail Store. You are solely responsible for protecting your computer from viruses, computer hackers, and other communications and computer-related problems. We reserve the right to independently access your electronic information and data and to collect and use your electronic information and data in any manner we choose to promote development of the System and the sale of franchises. (See Franchise Agreement, Section 7.15, Operating Unit Riders to the Franchise Agreement.)

Site Selection

You select your own Events or Permanent Sites for your MAUI WOWI Business, but you may not select an Event or Permanent Site in the state of Utah. You must obtain our prior written approval for the location of an Operating Unit that you will operate from a Permanent Site. Your Permanent Site will be purchased or leased by you from independent third parties, except as provided otherwise below. In order for us to consider approving a Permanent Site, you must provide us with a completed site submittal workbook ("**Site Submittal Workbook**") in the form which we will provide, pictures of the location, a budget for construction, a break even analysis, and other materials we may request, prior to entering into a letter of intent related to the lease of the Permanent Site ("**Letter of Intent**"). Our Real Estate Department continually updates the basic criteria requirements for Permanent Sites, and will provide additional criteria to you as developed. If the site for the Operating Unit satisfies our requirements, we will authorize you to operate there. We will provide our approval or disapproval within 15 days after receiving the above listed materials from you. We do not offer Territories, and we reserve the right to approve another Operating Unit in a location in close proximity to your Operating Unit.

You must submit the Letter of Intent related to a Permanent Site for our review prior to executing the Letter of Intent, and you must obtain our approval for the Letter of Intent. You must also obtain our approval of the lease for a Permanent Site for an Operating Unit before you execute the lease. We will approve or disapprove the Letter of Intent or the proposed lease within five business days after we have received information from you sufficient to evaluate them, including a copies of the Letter of Intent or lease, as applicable, a description of the site, and other information and materials that we may reasonably require. Factors we may consider when reviewing your lease include, but are not limited to, the lease economics, signage, landlord work, construction/build out limitations, signage and/or décor restrictions, radius restrictions, premise turnover and other significant dates, or any other factors that affect the System and its brand identity.

If we do not approve or disapprove the proposed Permanent Site, Letter of Intent, or lease within five business days of receiving the above information, the Permanent Site, the Letter of Intent, or lease will be deemed disapproved. If we disapprove of a Permanent Site, Letter of Intent, or lease, you will need to locate another Permanent Site, provide another completed Site Submittal Workbook, and receive our acceptance of the alternative Permanent Site, the Letter of Intent, and the lease for the alternative Permanent Site. If we do not approve your alternative Permanent Site, the Letter of Intent, or the lease for the alternate Permanent Site, we may, at our sole discretion, extend your opening deadline. We may extend the time period in which you must commence operations of your Operating Unit to accommodate delays in selecting an alternate Permanent Site. If a Letter of Intent or lease for a Permanent Site cannot be agreed upon, your Franchise Agreement may be terminated, in our discretion. If we approve of a Permanent Site, Letter of Intent, and a lease, we may elect to sign the lease for the Permanent Site ourselves, and sublease to you, or we may require that the lease be negotiated and/or signed by you. Any sublease to you will be on the same terms and conditions as the master lease, except that we may impose a security deposit. Any landlord charge-backs shall be paid by you. Unless we elect to sign the lease ourselves, you must execute the lease for a Permanent Site, at your expense, within 60 days after we approve the lease. You and the lessor will be required to agree to and sign the Addendum to Lease attached to the Franchise Agreement as Attachment VIII and the Collateral Assignment of Lease attached to the Franchise Agreement as Attachment VIII-1. You must provide a copy of the executed lease to our office. You must provide to us the names and contact information for your landlord and/or management companies of any Permanent Site as applicable. We reserve the right to contact your landlord and/or management company for the purposes of assessing your performance and customer satisfaction.

You have the ultimate responsibility in choosing and obtaining the site for your MAUI WOWI Business. Our consultation and approval of the Permanent Site, the Letter of Intent, and the lease is not a promise or guarantee that your MAUI WOWI Business will be successful.

If you operate a Ka'anapali Cart or Event Concession Trailer Operating Unit at Events we do not permit you to operate your Operating Units at any Event that another franchisee has reserved as a Protected Event (as defined in ITEM 12) as long as the reserving franchisee is operating the number of Operating Units and offering the MAUI WOWI Products and MAUI WOWI Services that the event coordinator desires. (See ITEM 12.) Other than Protected Events, we do not

approve or disapprove of the Events at which you operate your MAUI WOWI Business. However, if you are operating at Events, you must provide reports to us on a monthly basis disclosing the Events at which you have operated.

We will notify you of H-E-B grocery stores that have been identified by H-E-B to be available for H-E-B Retail Stores. Currently, not all H-E-B grocery stores have been identified by H-E-B for this program. If you elect to operate an Operating Unit at an H-E-B Retail Store, you must select your Permanent Site from the available H-E-B grocery stores identified by H-E-B. We will then determine if the location is awarded to you. Your selection of a potential H-E-B Retail Store does not guaranty that you will received that Permanent Site. (See ITEM 12.) You will be responsible for reviewing the H-E-B Retail Store to determine the viability of the location. H-E-B Retail Stores are like any other Retail Stores and we will not promise or guarantee that your MAUI WOWI Business at an H-E-B Retail Store will be successful.

Schedule for Opening

It is estimated that the length of time between the signing of the Franchise Agreement and the opening of your MAUI WOWI Business to the public will usually be between one and six months if you open a Ka'anapali Cart or Event Concession Trailer for your first Operating Unit or between one and 12 months if you open a Retail Store or Fixed Kiosk as your first Operating Unit. Factors affecting this length of time include the type of Operating Unit you choose to operate, financing arrangements, availability of retail opportunities within a market, and scheduling and successful completion (in our determination) of the training program. If you open a Ka'anapali Cart or Event Concession Trailer for your first Operating Unit, you are required to begin operations within six months of signing the Franchise Agreement. If you open a Retail Store or Fixed Kiosk for your first Operating Unit, you are required to begin operations within 12 months of signing the Franchise Agreement. For purposes of the Franchise Agreement, your MAUI WOWI Business is deemed to open upon the earlier of when you begin operating your MAUI WOWI Business, or six months (for a Ka'anapali Cart or Event Concession Trailer) or 12 months (for a Retail Store or Fixed Kiosk) after you execute the Franchise Agreement. If extenuating circumstances exist, such as a delay in your ability to obtain a lease for your business or your serious illness, we may (in our sole discretion) agree to extend that time period for an additional reasonable amount of time. Otherwise, we may terminate your Franchise Agreement for your failure to begin operations of your business within that time period.

Additional Training Information

We will provide a Hawaiian training program to be conducted at multiple locations in the state of Hawaii. The Hawaiian training program lasts approximately nine days. We will conduct our Hawaiian training program approximately once a month. You (or, if you are not an individual, then a managing member, partner or officer of you designated by you to participate personally in the MAUI WOWI Business) must attend and successfully complete our Hawaiian training program within six months of signing the Franchise Agreement and prior to the commencement of operations of your MAUI WOWI Business.

We will also provide an initial training program to be conducted in the Denver, Colorado metropolitan area. The initial training program usually lasts approximately five days. We conduct our initial training program approximately every four weeks. You must successfully complete the Hawaiian training program before attending the initial training program. Up to two individuals designated by you (three if you acquire an Empire Builder Franchise), one of whom shall be yourself, are eligible to participate in our initial training program without a tuition charge. You (or, if you are not an individual, then a managing member, partner or officer of you designated by you to participate personally in the MAUI WOWI Business) must attend and successfully complete our initial training program prior to the commencement of operations of your MAUI WOWI Business. Any person designated by you to assume the primary responsibility for operating one of your individual Operating Units ("Manager") must attend and successfully complete our initial training program prior to the commencement of operations of that Operating Unit. The initial training program may be extended in our discretion for up to an additional five days if you will be operating a Retail Store or Fixed Kiosk. This additional initial training will cover the same subjects listed below in the initial training program agenda as they apply to Retail Stores and Fixed Kiosks. If you operate a Ka'anapali Cart or Event Concession Trailer as your first Operating Unit, and later open a Retail Store or Fixed Kiosk, we may require you in our discretion to participate in this additional initial training before opening the Retail Store or Fixed Kiosk. If you purchase an Empire Builder Franchise, we will provide the initial training program for an additional Manager for each subsequent Operating Unit you elect to open.

The actual length of your training programs and your training schedules may be adjusted by us based on your prior experience, training or other factors. You will be responsible for all transportation and living expenses of each person who you designate to attend the initial training program or any other training programs that may be provided.

The Hawaiian Training Fee will cover all of your living expenses during the Hawaiian training program, and all of your transportation expenses except for air transportation expenses. You will be responsible for your air transportation expenses while attending the Hawaiian training program.

All of the training programs are typically supervised by Earl D. Blood and Kathleen M. Bostwick. Information regarding the background and experience of Earl D. Blood and Kathleen M. Bostwick is contained in ITEM 2 of this Offering Circular. Each of our instructors has demonstrated to us satisfactory knowledge of the topics they instruct, has experience in the fields of their topics, and are overseen and reviewed by our training supervisor.

The Hawaiian training program consists of introductory training sessions and tours of the facilities of various suppliers and distributors whose products you will be selling through your MAUI WOWI Business. In the Hawaiian training program, you will also travel and sightsee on various Hawaiian islands, in order to experience the culture and image that you should project through your MAUI WOWI Business. The general time devoted to each subject is described below.

HAWAIIAN TRAINING PROGRAM AGENDA

Subject	Instructional Material	Hours of Training	Instructor
Introduction	None	2	Operations Team
Hawaii Coffee Co. Cupping and Tour	None	2	Operations Team
Princess Macadamia Nut Farm Tour	None	2	Operations Team
Tour and Cupping at Coffees of Hawaii	None	4	Operations Team
David Grindly - Tour and Cupping	None	2 ½	Operations Team
Mountain Thunder Cupping/Tour/Picking/Planting	None	2	Operations Team
Kona Visitors Center Tour	None	2	Operations Team
Diamond Bakery Tour	None	2	Operations Team
Totals:		18 ½	

The subjects covered in the initial training program and the general time devoted to each subject are described below. However, the program may be modified, in our discretion, to meet the special needs of any individual trainee, which may include reducing the hours of instruction, so that the training is completed in three days.

INITIAL TRAINING PROGRAM AGENDA

Subject	Instructional Material	Hours of Classroom Training	Hours of On-the-Job Training	Instructor
Introduction	None	1		Katie Bostwick
Equipment/Maintenance/Health Department	Library of Operating Manuals	3 ½		Cori Mumford
Marketing	Library of Operating Manuals	1 ½		Jennifer Stamm
Ordering Product and Supplies	Library of Operating Manuals	1		Kristie Severn
Real Estate/ Special Events	Library of Operating Manuals	3 ½		Janet Beaudry & Kate Bailey
Smoothie Product Training	Library of Operating Manuals	4		Jill Summerhays
All other product Training	Library of Operating Manuals	1		Jill Summerhays

Subject	Instructional Material	Hours of Classroom Training	Hours of On-the-Job Training	Instructor
Customer Service	Library of Operating Manuals	4		Operations Team
Mystery Shop Program	Library of Operating Manuals	½		JC & Associates
Hawaiian coffee/Esspresso Training	Library of Operating Manuals	3		Jill Summerhays
Peer Review Program	None	½		Development Team
MAUI WOWI Business to MAUI WOWI Business Selling	Library of Operating Manuals	1 ½		MAUI WOWI Business Associates
Leasing & Financing	Library of Operating Manuals	1		MAUI WOWI Business Associates
Sales Training	Library of Operating Manuals	6		Operations Team
Responsible Alcohol Serving	Library of Operating Manuals	½		Jill Summerhays
Catering	None	½		Katie Bostwick
Operational Overview	Library of Operating Manuals	2 ½		Katie Bostwick
Totals:		35 ½		

There is no additional required training beyond the Hawaiian training program and the initial training program.

If you purchase an Empire Builder franchise, you will be entitled, but not required, to attend additional training programs including a five-day on-site training program after you have opened two Operating Units at Permanent Sites and a quarterly three-day training program during your first two years of operations to be conducted at a location agreed upon by you and us. Such additional training will consist of the subjects of effective store operations and management, effective multi-unit management and operations, hiring and retaining the best associates, and ensuring maximum profitability. These additional programs are new and have not been conducted prior to fiscal year 2007, therefore no franchisees of ours have attended these additional programs yet. The additional training will be conducted at no extra charge, and you will not be responsible for paying the travel and expenses of the trainer. You will, however, be responsible for the travel expenses of you and any of your Managers or employees who will attend the additional training program.

Additional training will be provided upon your reasonable request, at our then current costs, which are currently \$500 per day (not including travel and lodging expenses), which will automatically be billed to you through ACH or credit card.

ITEM 12. TERRITORY

As a Single Unit Franchise Owner, you may only have one Retail Store. As a Standard Franchise Owner, you may have up to three Operating Units at Events or Permanent Sites in any combination of Ka'anapali Carts, Event Concession Trailers, Fixed Kiosks, and Retail Stores. An Empire Builder Franchise allows you the right to operate up to 10 Operating Units at Events or Permanent Sites in any combination of Ka'anapali Carts, Event Concession Trailers, Fixed Kiosks, and Retail Stores.

If you are operating a Ka'anapali Cart or Event Concession Trailer at Events, you may operate at any Event except for a Protected Event of another franchisee, or an Event in the State of Utah. A "Protected Event" is an Event for which a franchisee: (1) obtains a written contract to operate one or more Ka'anapali Carts or Event Concession Trailers at the Event with the appropriate Event personnel; (2) operates a Ka'anapali Cart or Event Concession Trailer at the most recent occurrence of the Event; (3) posts required information regarding the Event on our current intranet system and submits, annually, our Standard Event Protection form, which shall contain the Event dates, name and contact information for the organizer, costs, number of Operating Units desired by the organizer, and expected crowds, and receives our approval; and (4) maintains protection of the Event by operating one or more Ka'anapali Carts or Event Concession Trailers at each occurrence of the Protected Event, continuing to have the approval of the appropriate Event personnel, complying with the procedures set forth in the Library of Operating Manuals, and doing nothing to cause us to revoke the Protected Event status. A Protected Event provides the franchisee with the Right of First Refusal to add additional

Operating Units at the Event or to expand the MAUI WOWI Product offering. For example, if a franchisee has a Protected Event and is only operating one Operating Unit (a Ka'anapali Cart or Event Concession Trailer) and is only selling smoothies, and the event coordinator wishes to have three Operating Units selling smoothies plus nutritional supplements, Hawaiian coffee and espressos, then the protected franchisee is first provided the opportunity to fulfill the Event's needs, however, should the protected franchisee elect to forego the opportunity on expanding either the product offering or the number of Operating Units at the Event, another franchise operator may take advantage of the opportunity and apply for Protected Event status covering their participation at the Event.

If you are operating a Fixed Kiosk or Retail Store, or if you are operating a Ka'anapali Cart or Event Concession Trailer at a Permanent Site, you may operate at any Permanent Site, outside of the State of Utah, which has been approved in writing by us (as described in ITEM 11). Once a Permanent Site is selected by you and approved by us for one or more Operating Units, you may not relocate the Operating Units without our prior written approval.

Other than the specific approved Permanent Site or Protected Event, the Franchise Agreement does not give you any exclusive or protected rights to any particular geographic area or territory, nor do you have any exclusive right to any particular market or customers. However, we will consider your proximity when evaluating the Permanent Site of another franchisee submitted for our approval. We, our Affiliate, our Parent and/or other franchisees may operate an Operating Unit in any location, including a location in close proximity to your Operating Unit(s). The continuation of your right to an approved Permanent Site or a Protected Event, if applicable, is not dependent on the achievement of a certain sales volume, market penetration or similar contingency.

H-E-B Retail Stores

Select franchisees desiring to operate their Operating Unit or Units in the State of Texas may have the opportunity to acquire, open and operate Retail Stores within select grocery stores owned and operated by H-E-B Grocery Company ("H-E-B"). H-E-B is a premier grocery store chain in southwest Texas with over \$11 billion in annual sales with an average weekly store customer transaction count of 25,000 to 50,000. There is no assurance that the H-E-B store you select maintains those customer counts. If an H-E-B Retail Store becomes available to you and you elect to obtain it, the arrangement that we have established with H-E-B allows you a unique opportunity to build and operate a Retail Store within a designated area of, or adjacent to, an H-E-B grocery store (an "H-E-B Retail Store").

The award of an H-E-B Retail Store is in our sole discretion. There is no assurance we will grant you the right to obtain an H-E-B Retail Store. If we do grant you the right to operate an H-E-B Retail Store, you will sign our H-E-B Addendum to Franchise Agreement contemporaneously with the execution of the Franchise Agreement, or an Operating Unit Rider for the H-E-B Retail Store. Our H-E-B Addendum to Franchise Agreement is attached to this Offering Circular as **Exhibit D-1**.

Our arrangement with H-E-B requires that you will be strictly bound by conditions imposed by H-E-B in the operation of your H-E-B Retail Store. In particular, you will be required to sign a Concession Agreement with H-E-B which has been negotiated between H-E-B and us. A copy of the concession agreement is included as **Exhibit D-2** (the "H-E-B Concession Agreement"). The H-E-B Concession Agreement contains specific franchisor provisions that cannot be altered and any other changes in the H-E-B Concession Agreement must be approved by us.

You also must use an architect that has been approved by H-E-B and us to develop all necessary plans and elevations for your H-E-B Retail Store. You also must use a general contractor that has been approved by H-E-B and us to buildout your H-E-B Retail Store, and you must use a designated mill work and sign company that has been approved by H-E-B and us to develop and install the signage to be used at your H-E-B Retail Store. We have established an interior and exterior store design/décor that has previously been approved by H-E-B. You must agree to acquire the décor package for your H-E-B Retail Store. Other than as stated in ITEM 7 below, you are responsible for all costs associated with the design, buildout and furnishing of your H-E-B Retail Store.

We and our Affiliate retain the rights, among others:

1. To use, and to license others to use, the Marks and the System for the operation of MAUI WOWI Businesses at any location other than at the approved Permanent Site of an Operating Unit of a franchisee or at a Protected Event;
2. To use the Marks and System to identify services and products, promotional and marketing efforts or related items, and to identify products and services similar or identical to those which you will sell, and made available

through similar or alternative channels of distribution other than through Ka'anapali Carts, Event Concession Trailers, Fixed Kiosks, or Retail Stores, at any location, including by way of the Internet, catalog, television, restaurants, retail store freezers or display or through the wholesale sale of MAUI WOWI Products to unrelated retail outlets or to food distributors or outlets located in stadiums, arenas, airports, convenience stores, Internet sales, turnpike rest stops or supermarkets;


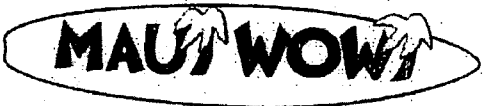


3. To use and license the use of other proprietary marks or methods in connection with the sale of products and services similar to those which you will sell in connection with the operation of your Operating Unit(s), at any location, which locations are the same as, or similar to, or different from traditional MAUI WOWI locations, on any terms and conditions as we deem advisable, and without granting you any rights in them;

4. To acquire, merge with, or be acquired by any other business, including a business that competes directly with your Operating Units; and

5. To implement multi-area marketing programs, including Internet and regional or national accounts, which may allow us or others to solicit or sell to customers anywhere. We reserve the right to issue mandatory policies to coordinate these multi-area marketing programs.

**ITEM 13.
TRADEMARKS**

We grant you the non-exclusive right to use the Marks, including the Mark MAUI WOWI® (and designs) in the operation of your MAUI WOWI Business. Our Parent owns the following Marks which are either registered or applied for on the Principal Register of the United States Patent and Trademark Office, or protected by common-law rights, or registered or applied for in the following international jurisdictions:

Mark	Description	Application/Registration No.
	MAUI WOWI and design	U.S. Registration No. 1,923,970 Registered: October 3, 1995
	MAUI WOWI and design	U.S. Serial No. 78628351 Filed: May 12, 2005
	MAUI WOWI and design	U.S. Registration No. 3150464 Registered: October 3, 2006
	MAUI WOWI and design	Common Law
MAUI WOWI	MAUI WOWI and design	U.S. Registration No. 3150463 Registered: October 3, 2006

Mark	Description	Application/Registration No.
MAUI WOWI®	MAUI WOWI® word mark	U.S. Registration No. 3147091 Registered: September 26, 2006
MAUI WOWI™	MAUI WOWI™ word mark for use in Australia	Reg. 1018028
MAUI WOWI™	MAUI WOWI™ word mark for use in European Union	Reg. 4464293
MAUI WOWI™	MAUI WOWI™ word mark for use in Japan	Reg. 5008805
MAUI WOWI™	MAUI WOWI™ word mark for use in South Korea	Reg. 16148 and App. 40-2--5-54432
MAUI WOWI™	MAUI WOWI™ word mark for use in Philippines	App. 04-2004-009371
MAUI WOWI™	MAUI WOWI™ word mark for use in Oman	App. 36599
MAUI WOWI™	MAUI WOWI™ word mark for use in Qatar	App. 35864
MAUI WOWI™	MAUI WOWI™ word mark for use in Saudi Arabia	App. 102294
MAUI WOWI™	MAUI WOWI™ word mark for use in UAE	App. 77860
MAUI WOWI™	MAUI WOWI™ word mark for use in Kuwait	App. 76811

Our Parent has granted us a perpetual exclusive license to use and sublicense to our franchisees the use of the Marks.

You must use all Marks in full compliance with our Library of Operating Manuals and the System. You must modify or discontinue the use of any of our Marks at your cost if we modify or discontinue any of them. You are prohibited from using any Marks or portions of Marks as part of your entity name. You cannot make application for registration or other protection of any MAUI WOWI Mark. You may only use the Marks with the letters "TM", "SM" or "®", as appropriate. You are prohibited from using any Marks in the sale of any unauthorized product or service or in any manner not expressly authorized in writing by us. You cannot use the Marks in Internet advertising, as part of any web page, URL, domain name, address, locator, link, or as part of any metatag. All uses of the Marks in advertising or electronic media must be with our prior written approval. You are required to adhere fully and strictly to all security procedures required by us for maintaining the proprietary information as confidential.

There are presently no effective determinations by the United States Patent and Trademark Office, the Trademark Trial and Appeal Board, the trademark administrator of any state or any court nor pending interference, opposition or cancellation proceedings, nor pending material litigation involving any of our Marks. There are no agreements currently in effect that significantly limit our rights to use or license the use of any of our Marks, other than a Settlement Agreement that our Parent entered into with Sport-Scheck GmbH, a German limited liability company that owns the United States Trademark Application Serial Number 76/404,925 filed on May 8, 2002 for the mark MAUI WOWIE. Our Parent and Sport-Scheck agreed to permit the coexistence of the respective trademarks under the conditions of the Settlement Agreement.

There are no infringing uses actually known to us that could materially affect your use of the Marks in any state in which the MAUI WOWI Business may be located.

You are obligated to notify us within three days of when you learn about an infringement of or challenge to your use of our Marks. We have the discretion to take the action we deem appropriate. We are not obligated to protect any rights that you have to use the Marks, or to protect you against claims of infringement or unfair competition. You are given the right to protect yourself, at your sole cost, from any of these claims if we elect not to prosecute any claim of infringement or unfair competition. We do not know of any superior prior rights or infringing uses that could materially affect your use of the Marks.

If we, in our sole discretion, determine it necessary to modify or discontinue use of any proprietary Marks, or to develop additional or substitute marks, you shall, within a reasonable time after receipt of written notice of such a modification or discontinuation from us, take such action, at your sole expense, as may be necessary to comply with such modification, discontinuation, addition or substitution.

You may not contest, directly or indirectly, our right and interest in the Marks, trade secrets, methods, and procedures that are part of the System and agree to execute documents and assurances necessary to effectuate these provisions. Any goodwill associated with the Marks belongs exclusively to the respective operators of the Marks.

ITEM 14. PATENTS, COPYRIGHTS AND PROPRIETARY INFORMATION

We do not own any patents that are material to the franchise, but we claim common law copyright rights in the Library of Operating Manuals, all advertising and marketing materials, all menus, and the MAUI WOWI website.

You can use the proprietary information in our Library of Operating Manuals. ITEM 11 describes limitations on the use of the Library of Operating Manuals by you and your employees. We have not registered a copyright for the Library of Operating Manuals, but we claim a copyright in it and the information is proprietary. The Library of Operating Manuals must be returned to us upon termination of your Franchise Agreement. The System is proprietary to us. All recipes, formulations, ingredient lists, trade dress, Operating Unit designs, MAUI WOWI Products, MAUI WOWI Supplies and Equipment, MAUI WOWI Services, MAUI WOWI Product preparation methods and MAUI WOWI Blends are trade secrets and proprietary to us and our Affiliate. You will not use any proprietary information or trade secret without our written permission. You must promptly tell us if you learn about unauthorized use of this proprietary information. We are not obligated to take any action, but we will respond to this information as we think appropriate. We shall control any litigation related to the proprietary information. We will indemnify you against losses claimed by a third party concerning your use of this information. Our right to use or license these copyrighted and proprietary materials is not materially limited by any agreement or known infringing use.

The Franchise Agreement also provides that you must: (a) follow all of our security procedures, (b) disclose our proprietary information to your employees only as needed to market our MAUI WOWI Products and MAUI WOWI Services; (c) not use any proprietary information in any other business; and (d) exercise the highest degree of diligence to maintain our proprietary information as confidential. You, your Managers (as defined in ITEM 15), your principal employees, anyone you may choose to send to our training, and anyone who has access to the Library of Operating Manuals or any of our proprietary information must sign a Nondisclosure and Noncompetition Agreement. (See Exhibit C to this Offering Circular.)

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

You (or, if you are not an individual, then a managing member, partner or officer of you designated by you to participate personally in the MAUI WOWI Business) must be the primary operator of the MAUI WOWI Business at all times and devote substantial full time and best efforts on a daily basis, in person, to the supervision and conduct of the MAUI WOWI Business, unless we waive this requirement in writing at our sole discretion.

If you enter into a Standard Franchise Agreement or an Empire Builder Franchise Agreement, you will be permitted to operate multiple Operating Units, and you must assign a Manager who has completed our initial training program or yourself to be responsible for the operation of each Operating Unit, unless we waive this requirement in

writing in our sole discretion. A designated Manager must devote substantial full time and best efforts on a daily basis, in person, to the supervision and conduct of that Manager's Operating Unit.

In signing the Franchise Agreement, you acknowledge that the risks, financial and otherwise, which are inherent with the beginning of any new business, are yours alone. We, as a matter of policy, will not assist you in any decision-making process that may affect your business operations. The success or failure of the franchise as a business enterprise is dependent on your efforts. Purchase of this franchise should not be considered by anyone who is unfamiliar with standard business practices or is unwilling to accept the responsibilities associated with running a small business.

Neither you nor any of your Managers may have an interest in or business relationship with any business competing with MAUI WOWI MAUI WOWI Businesses or with MAUI WOWI Products and MAUI WOWI Services. Your Manager or Managers, if applicable, do not need to have an ownership interest in your MAUI WOWI Business. However, you, each of your Managers, your principal employees, anyone you may choose to send to our training, and anyone who has access to the Library of Operating Manuals or any of our proprietary information will be required to sign a Nondisclosure and Noncompetition Agreement and to conform to the covenants not to compete described in ITEM 17. (See Exhibit C to this Offering Circular.) If the franchisee is a corporation, limited liability company or partnership, we also require that the entity's principals execute our standard Guaranty and Assumption of Franchisee's Obligations attached to the Franchise Agreement as Attachment II.

**ITEM 16.
RESTRICTIONS ON WHAT FRANCHISEE MAY SELL**

You may offer and sell only those products, goods, and services specified and approved by us in writing. You must follow our policies, procedures, specifications, methods and techniques. (See ITEM 8.) All products must be sold through one of our Ka'anapali Carts, Event Concession Trailers, Fixed Kiosks, or Retail Stores. We have the right to add additional MAUI WOWI Products, MAUI WOWI Services or concepts that you are required to offer and we may change or delete current MAUI WOWI Products and MAUI WOWI Services. We reserve the right to establish maximum resale prices for use with multi-area marketing programs and special price promotions.

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

THIS TABLE LISTS IMPORTANT PROVISIONS OF THE FRANCHISE AGREEMENT AND ITS RELATED AGREEMENTS. YOU SHOULD READ THESE PROVISIONS IN THE AGREEMENTS ATTACHED TO THIS OFFERING CIRCULAR.

Provision	Section in Franchise Agreement	Summary
a. Term of the franchise	Section 2.1	10 years.
b. Renewal or extension of the term	Sections 2.2-2.4	10 years.
c. Requirements for you to renew or extend	Sections 2.2-2.4	You can renew for one term of 10 years if you pay us 20% of the then current Initial Franchise Fee, update your equipment, which may include refurbishing your Operating Unit(s) under our refurbishment program, and comply with other conditions.
d. Termination by you	Section 9.5	You can terminate if we materially breach the agreement and do not cure after 30 days notice.
e. Termination by us without cause	None	We must have cause to terminate the Franchise Agreement.
f. Termination by us with cause	Sections 9.1-9.4	We can terminate only if you default as stated in the Franchise Agreement.

Provision		Section in Franchise Agreement	Summary
g.	"Cause" defined – defaults which can be cured	Sections 9.3 and 9.4	You have 10 days to cure various defaults including failure to follow the Library of Operating Manuals, failure to purchase MAUI WOWI Products from approved suppliers, failure of your estate to make an authorized transfer within 120 days following death or incapacity, failure to pay for products, and failure to purchase equipment required to open your first Operating Unit within the time period required, and 30 days to cure a default for failure to purchase the minimum amount of MAUI WOWI Products for a 360-day period.
h.	"Cause" defined – defaults which cannot be cured	Section 9.2	Non-curable defaults include failure to satisfactorily complete the Hawaiian training program or initial training program, material misrepresentation in the purchase of the franchise, repeated defaults even if cured, unauthorized use of proprietary information, abandonment, sales of unapproved products, misuse of the Mark or System, bankruptcy ¹ , criminal conviction, threats to public health, and physical or verbal abuse of our employees or other franchisees.
i.	Your obligations on termination	Section 10.1	Obligations include complete de-identification and payment of amounts due. Also, at our option, you must sell your equipment back to our Affiliate at the fair market value of the equipment. (See also r. below.)
j.	Assignment of contract by us	Section 12.1	No restrictions on our right to assign.
k.	"Transfer" by you – definition	Section 12.2	Includes assignment and transfer of Franchise Agreement and ownership change. You must transfer equipment and an ongoing business operation. You may not merely transfer the rights contained in your Franchise Agreement without our express written permission, which may be granted or denied at our discretion.
l.	Our approval of transfer by you	Section 12.2	We have the right to approve all transfers, but will not unreasonably withhold approval.
m.	Conditions for our approval of transfer	Sections 12.2, 12.3, 12.4, 12.5, 12.8 and 12.9	Potential transfer registered with us at least 45 days before you actively market to third parties, new franchise operator is approved, transfer fee paid, transfer agreement approved, current franchise agreement signed by new franchisee, new franchisee satisfactorily completed on-site training program required for new franchise owners, refurbishment of equipment agreed to prior to the sale, and general release signed. (See also r. below.)
n.	Our right to first refusal to acquire franchise	Section 12.8	We can match any offer for your MAUI WOWI Business or any part thereof.
o.	Our option to purchase your business	Section 11.1	Upon expiration or termination, we have the right to purchase inventory, equipment, signs and accessories at fair market value.
p.	Your death or disability	Section 12.9	Personal representative appointed or franchise must be assigned to approved buyer within 120 days after event.
q.	Non-competition covenants during the term of the franchise	Section 14.1	Non-involvement in competing business anywhere.
r.	Non-competition covenants after the franchise is terminated or expires	Section 14.2	No competing business for two years at the same Events you served and Events served by any MAUI WOWI Business and within five miles the Permanent Site of any MAUI WOWI Operating Unit, except as stated in the State Addenda in Exhibit J to this Offering Circular.
s.	Modification of the franchise agreement	Section 16.2	No modifications generally without mutual consent, but Library of Operating Manuals subject to change.

	Provision	Section in Franchise Agreement	Summary
t.	Integration/merger clause	Section 16.12	Only the terms of the Franchise Agreement are binding (subject to state law). Any other promises, except in writing, are not enforceable.
u.	Dispute resolution by arbitration or mediation	Sections 15.1 and 15.2	Non-binding mediation in Colorado, or, if disputes are not resolved through mediation, arbitration in Colorado. Litigation if permitted in Colorado (subject to state law).
v.	Choice of forum	Sections 15.1, 15.2 and 15.4	Colorado (subject to state law).
w.	Choice of law	Section 15.5	Colorado (subject to state law).
x.	Individual Claims	Section 15.4	All disputes between you and us must be in an action separate from disputes between us and third parties or between you and third parties.
y.	Limitation of Actions	Section 15.7	All claims that you bring against us, or that we bring against you, must be brought within two years from when the claim is discovered.
z.	Cross Default and Termination	Section 16.14	A default by you of your Franchise Agreement will constitute a default of all other agreements between you and us, and vice versa. If we terminate your Franchise Agreement due to a default by you, all other agreements between us may also be terminated.

¹ A default due to bankruptcy may not be enforceable under federal bankruptcy laws.

These states have statutes that may supersede the Franchise Agreement in your relationship with us, including the areas of termination and renewal of your franchise: ARKANSAS [Stat. Sections 4-72-201 to 4-72-210], CALIFORNIA [Bus. & Prof. Code Sections 20000-20043], CONNECTICUT [Gen. Stat. Ch. 739, Sections 42-133e to 42-133h], DELAWARE [Title 6, Ch. 25, Code Sections 2551-2556], HAWAII [Title 26, Rev. Stat. Section 482E-6], IDAHO [Code Section 29-110], ILLINOIS [ILCS, Ch.815, Sections 705/1-705/44], INDIANA [Code Section 23-2-2.7-1 to 7], IOWA [Title XX, Code Sections 523H.1-523H.17], MARYLAND [Ann. Code Sections 11-1301 to 11-1307], MICHIGAN [1979 Comp. Laws, Section 445.1527], MINNESOTA [1996 Stat. Section 80C.14], MISSISSIPPI [Code Sections 75-24-51 to 75-24-63], MISSOURI [Rev. Stat. Sections 407.400-407.410, 407.413, 407.420], NEBRASKA [Rev. Stat. Sections 87-401 to 87-410], NEW JERSEY [Rev. Stat. Sections 56:10-1 to 56:10-12], SOUTH DAKOTA [Codif. L. Section 37-5A-51], VIRGINIA [Code Section 13.1-564], WASHINGTON [Rev. Code Sections 19.100.180, 19.100.190], WISCONSIN [Stat. Sections 135.01 - 135.07], DISTRICT OF COLUMBIA [Code Sections 29-1201 to 29-1208], PUERTO RICO [Ann. Laws, Title 10, Ch. 14, Sections 278-278d], VIRGIN ISLANDS [Code Ann., Title 12A, Ch. 2, Subch. III, Sections 130-139]. These and other states may have court decisions that may supersede the License Agreement in your relationship with us, including the areas of termination and renewal of your franchise.

The State Addenda in **Exhibit J**, if applicable, may also describe certain state laws that may supersede the Franchise Agreement in your relationship with us including the areas of termination and renewal of the franchise.

ITEM 18. PUBLIC FIGURES

We currently do not use any public figure to promote our franchise.

ITEM 19. EARNINGS CLAIMS

CAUTION: WHILE THE FIGURES BELOW REPRESENT THE ACTUAL AVERAGE CASE PURCHASES OF MAUI WOWI BLENDS MADE BY ALL FRANCHISEES DURING 2006, THE FOLLOWING DATA SHOULD NOT BE CONSIDERED AS THE ACTUAL, POTENTIAL OR PROBABLE PURCHASES OF MAUI WOWI BLENDS OR SALES OF SMOOTHIES THAT WILL BE REALIZED BY YOU OR ANY OTHER FRANCHISEES. WE DO NOT REPRESENT THAT YOU CAN EXPECT TO ATTAIN THIS PURCHASE LEVEL OR ANY INCOME OR PROFIT THAT COULD RESULT FROM SUCH PURCHASES OR SALES OF SMOOTHIES MADE WITH THE BLENDS. YOUR FINANCIAL RESULTS ARE LIKELY TO DIFFER FROM THE FIGURES PRESENTED. YOU SHOULD CAREFULLY REVIEW THE ATTACHED EXPLANATORY NOTES.

Quartile (Percentage of system wide purchases of MAUI WOWI Blends)	Average time, in months, Franchisees were 'in business' within each Quartile	Price Charged by Franchisee for One 12-Ounce Smoothie	Average Monthly Purchase of Cases of MAUI WOWI Blends
Top Quartile	94	\$3.50 - \$6.00	136.94
3 rd Quartile	38	\$3.50 - \$6.00	40.13
2 nd Quartile	33	\$3.50 - \$6.00	21.88
Bottom Quartile	25	\$3.50 - \$6.00	7.39

Note: Average months in business for each quartile is based on franchise agreement date and includes franchisees who operate their business on a less than 12 month basis and who have been in operation less than 12 months.

EXPLANATORY NOTES:

1. The information provided above is based on sales of cases of MAUI WOWI Blends by our Affiliate to all franchisees that purchased MAUI WOWI Blends during 2006. This information is for calendar 2006 smoothie mix sales only.

2. The quartiles listed above were derived by sorting the total number of cases purchased during 2006 by franchisees, in descending value, and then splitting the list into 4 groups with each group purchasing approximately the same amount of cases. (The top quartile would therefore represent the highest volume of cases purchased by franchisees. This group purchased 25 percent of all cases sold in 2006). The average months in business and average monthly purchases of cases of MAUI WOWI blends were then calculated based on the data contained within each quartile as outlined above.

3. The number of 12-ounce smoothies you can expect to make from one case ranges from 64 to 110 depending on various factors including the size of the banana used in each drink if any. As of the date of this Offering Circular, our Affiliate charges from \$49.28 to \$57.12 (this includes the 12 percent Marketing Fee but does not include costs of shipping, distribution, storage, fuel surcharges, minimum order fees, or any other fees that may be charged by distributors) for each case of MAUI WOWI Blend. To make MAUI WOWI smoothies, you may use up to one banana and ice for each 12-ounce smoothie, in addition to the MAUI WOWI Blend. You may purchase bananas and ice from third parties of your choice. The MAUI WOWI Blends referenced above are only used to make smoothies; no purchases of any other MAUI WOWI proprietary products including frozen confections, bottled waters, Hawaiian coffee, or espresso products are included in the figures above.

4. Aside from geographical and demographic differences and managerial emphasis, there is no material differences in the products, services, training or support offered to any franchisee. Differences in amounts of MAUI WOWI Blends purchased may be attributable to the length of time a MAUI WOWI Business has been open, whether it is operated year round, the type of venue where it is operated, co-op purchasing arrangements, geographical and demographic differences, and a franchisee's ability and willingness to follow the MAUI WOWI System.

5. The above information was prepared from our Affiliate's sales records and reports on prices charged for smoothies provided by each franchisee to our Affiliate. A franchisee pays a Marketing Fee in addition to the purchase price. Neither we nor our Affiliates know of an instance, nor have reason to believe, that any franchisee would overstate its smoothie sales price in its report, however, these smoothie sales prices have not been audited and neither we nor our Affiliate have independently verified these smoothie sales prices.

6. We do not have access to, or knowledge of, the expenses or costs incurred by each MAUI WOWI Business disclosed in this ITEM 19. The above purchase figures may not necessarily be predictive of any given MAUI WOWI Business's profitability.

7. This information represents aggregate sales of only MAUI WOWI Blends by our Affiliate and should not be considered the actual or probable purchases of MAUI WOWI Blends or sales of smoothies which will be achieved by any individual franchisee. We do not represent that any prospective franchisee can expect to attain these purchase levels. A franchisee's purchases are likely to be lower in its first year of business. We recommend that the prospective franchisee conduct his or her own independent investigation to determine whether or not a franchise may be profitable. We also recommend that prospective franchisees consult with professional advisors before executing any agreement.

8. Actual results may vary from franchise to franchise and depend on a variety of internal and external factors, many of which neither we nor any prospective franchisee can estimate, such as competition, economic climate, demographics, and changing consumer demands and tastes. A franchisee's ability to achieve any level of MAUI WOWI Blend purchases, sales or net income will depend on these factors and others, including the franchisee's level of expertise, none of which are within our control. Accordingly, we cannot, and do not, estimate the results of any particular franchise.

9. The cost of goods sold ("COGS") range from 17 percent to 34 percent for Blends, from 14 percent to 38 percent for coffee, and from 16 percent to 42 percent for espresso. These COGS do not include costs of shipping, distribution, storage, fuel surcharges, minimum order fees, marketing fees, or any other fees that may be charged by distributors. Factors affecting COGS include but are not limited to, the types of beverages sold, recipes, drink preparation, sale price, waste, and operator error.

10. The percentage of franchisees that exceed the average monthly purchase of cases of MAUI WOWI blends is approximately 19% for franchisees operating from Permanent Sites and approximately 28% for franchisees operating from Events (rounded to nearest whole number).

Substantiation for this data is available for inspection at our corporate headquarters and will be provided upon the reasonable request of a prospective franchisee.

EXCEPT FOR THE INFORMATION IN THIS ITEM, NO REPRESENTATIONS OR STATEMENTS OF ACTUAL, AVERAGE, PROJECTED, FORECASTED OR POTENTIAL PURCHASES, SALES, COSTS, INCOME OR PROFITS ARE MADE TO FRANCHISEES OR PROSPECTS BY US OR OUR AFFILIATES. WE DO NOT FURNISH OR MAKE, OR AUTHORIZE OUR SALES PERSONNEL TO FURNISH OR MAKE, ANY ORAL OR WRITTEN INFORMATION CONCERNING THE ACTUAL, AVERAGE, PROJECTED, FORECASTED OR POTENTIAL PURCHASES, SALES, COSTS, INCOME OR PROFITS OF A FRANCHISE OR PROSPECTS OR CHANCES OF SUCCESS THAT ANY FRANCHISEE CAN EXPECT OR THAT PRESENT OR PAST FRANCHISEES HAVE HAD, OTHER THAN AS STATED IN THIS ITEM. WE DISCLAIM ANY UNAUTHORIZED REPRESENTATIONS.

**ITEM 20.
LIST OF OUTLETS**

**FRANCHISED BUSINESS STATUS SUMMARY
FOR YEARS 2006/2005/2004⁽¹⁾**

State	Transfers			Canceled or Terminated			Not Renewed			Reacquired By Franchisor			Left the System/ Other			Total from left Columns			Franchises Operating at Year End(1)		
Alabama	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	1	1	1	
Arizona	1	1	1	1	0	1	0	0	0	0	0	0	0	0	2	1	2	10	6	4	
Arkansas	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	1	0	0	
California	1	0	3	2	2	1	0	0	0	0	0	0	0	0	3	2	4	67	53	20	
Colorado	0	1	0	1	0	2	0	0	0	0	0	0	0	0	1	1	2	7	8	9	
Connecticut	0	1	0	1	0	1	0	0	0	0	0	0	0	0	1	1	1	2	2	1	
District of Columbia	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	
Delaware	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	1	
Florida	1	4	0	0	1	1	0	0	0	0	0	0	0	0	1	5	1	20	15	11	
Georgia	0	0	0	2	0	3	0	0	0	0	0	0	0	0	2	0	3	1	3	3	
Hawaii	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	0	4	4	6	
Idaho	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	1	1	
Illinois	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	0	0	12	10	7	
Indiana	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	0	5	5	3	
Iowa	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	2	2	2	
Kentucky	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0	2	2	2	
Louisiana	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	6	5	3	
Maryland	2	1	0	0	1	0	0	0	0	0	0	3	0	0	5	2	0	14	7	4	
Massachusetts	0	1	1	0	0	1	0	0	0	0	0	0	0	0	0	1	2	2	2	2	

State	Transfers			Canceled or Terminated			Not Renewed			Reacquired By Franchisor			Left the System/ Other			Total from left Columns			Franchises Operating at Year End(1)		
Michigan	1	1	1	2	0	1	0	0	0	0	0	0	0	0	3	1	2	15	16	11	
Minnesota	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0	6	5	5	
Mississippi	0	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0	1	
Missouri	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	4	4	
Nebraska	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	2	2	2	
Nevada	1	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	1	5	2	1	
New Hampshire	0	0	0	0	2	0	0	0	0	0	0	0	0	0	0	2	0	0	0	0	
New Jersey	0	2	1	1	0	1	0	0	0	0	0	0	0	0	1	2	2	10	3	2	
New York	1	1	0	2	2	0	0	0	0	0	0	0	0	0	3	3	0	8	10	6	
North Carolina	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	10	8	3	
Ohio	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0	4	4	5	
Oklahoma	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	0	0	
Oregon	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	1	1	
Pennsylvania	0	2	0	0	1	0	0	0	0	0	0	0	0	0	0	3	0	4	3	3	
Puerto Rico	0	0	0	0	1	0	0	0	0	0	0	0	0	0	0	1	0	0	0	0	
South Carolina	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	5	5	
South Dakota	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1	0	
Tennessee	0	1	1	0	0	1	0	0	0	0	0	0	0	0	0	1	2	11	0	1	
Texas	0	1	1	0	1	3	0	0	0	0	0	0	0	0	0	2	4	21	14	8	
Utah	0	1	0	0	0	0	0	0	2	0	0	0	0	0	0	1	2	1	1	1	
Virginia	0	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0	6	2	2	
Washington	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3	1	0	
Wisconsin	1	0	0	0	0	1	0	0	0	0	0	0	0	0	1	0	1	2	3	3	
Total	11	23	9	14	16	20	0	0	2	0	0	0	3	0	0	28	39	31	293	213	145

Note: (1) All numbers are as of December 31 for 2006, 2005, and 2004.

**STATUS OF COMPANY OWNED BUSINESSES
FOR YEARS 2006/2005/2004**

NONE

**PROJECTED OPENINGS
AS OF DECEMBER 31, 2006**

State	Franchise Agreement Signed But MAUI WOWI Business Not Opened In 2006	Projected New Franchised MAUI WOWI Businesses In 2007	Projected Company Owned Openings In 2007
Arizona	4	4	0
California	19	25	0
Colorado	0	0	1
Florida	5	9	0
Idaho	1	1	0
Illinois	1	1	0
Indiana	2	2	0
Maryland	2	2	0
Michigan	1	1	0
Nevada	1	1	0
New Jersey	4	4	0

State	Franchise Agreement Signed But MAUI WOWI Business Not Opened In 2006	Projected New Franchised MAUI WOWI Businesses In 2007	Projected Company- Owned Openings In 2007
New York	0	1	0
North Carolina	1	1	0
Oklahoma	2	2	0
Oregon	2	2	0
Texas	1	22	0
Virginia	1	1	0
Washington	1	1	0
TOTALS	48	80	1

A list of the names of all franchisees and their addresses and telephone numbers are listed as **Exhibit F** to this Offering Circular. A list of the name and last known home address and telephone number of every franchisee who has had a MAUI WOWI Business terminated, canceled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under the Franchise Agreement during fiscal year 2006 or who has not communicated with us within 10 weeks of the date of this Offering Circular is listed on **Exhibit G** to this Offering Circular.

**ITEM 21.
FINANCIAL STATEMENTS**

Attached to this Offering Circular as **Exhibit E** are our audited financial statements as of December 31, 2006, 2005, and 2004.

**ITEM 22.
CONTRACTS**

The following agreements regarding the offering of a franchise are attached as exhibits to this Offering Circular.

- | | |
|-----------|---|
| Exhibit B | Franchise Agreement with Attachments
Operating Unit Riders to the Franchise Agreement
Riders to the Franchise Agreement for Specific States |
| Exhibit C | Nondisclosure and Noncompetition Agreement |
| Exhibit D | H-E-B Concession Agreement |
| Exhibit H | Statement of Franchisee |

**ITEM 23.
RECEIPT**

On the last two pages of this Offering Circular, you will find two copies of the Receipt Page. You must sign, date and deliver one copy of the Receipt Page to us for our records.