FRANCHISE DISCLOSURE DOCUMENT



Buff City Soap Franchising, LLC
(a Delaware Limited Liability Company)
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Dallas, Texas 75254
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Buff City Soap Franchising, LLC offers franchises to operate a Buff City Soap® retail shop selling upscale, body, facial, bath, shower, laundry, personal and home care products made with plant-based ingredients that are free of harsh chemicals, detergents and animal fats, as well as customization services and related accessories to our patrons (each, a BCS Makery" or "Makery"). The total investment necessary to begin operation of a franchised Makery ranges from \$395,427 to \$1,278,424. This includes between \$80,800 and \$188,500 that must be paid to the franchisor or affiliate.

If you sign a Development Agreement, the total investment necessary to develop a minimum of 2 Makeries ranges from \$420,427 to \$1,303,424. This includes between \$105,800 and \$213,500 that must be paid to the franchisor or affiliate.

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, us or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your Disclosure Document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Alex Tosta at Buff City Soap Franchising, LLC, 5294 Beltline Road, Suite 100, Dallas, Texas 75254, via email at franchise@buffcitysoap.com or by phone at 1-972-993-3505.

The terms of your contract will govern your franchise relationship. Do not 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.

The issuance date of this disclosure document is May 7, 2025, as amended September 22, 2025

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comply with the Fair Packaging and Labeling Act ("FPLA"), which requires products to contain a statement identifying the commodity, the name and place of the manufacturer, packager, or distributor, and the net quantity of contents. If any products qualify as children's products, such products are also subject to applicable children's product laws and regulations. We provide the required labels for products to be offered and sold at BCS Makeries to franchisees. You must use only the labels that we provide in connection with packaging and labeling personal body care products offered and sold at BCS Makeries but it will be your responsibility to ensure that all products are properly labelled and meet all appropriate weights and measures. You must also comply with applicable environmental regulations related to disposal of containers used for storage of lye used in making the products. Specifically, under the Occupation Safety and Health Administration ("OSHA"); you must comply with requirements relating to worker safety when handling hazardous materials such as lye and making sure that the Makery has sufficient personal protection equipment ("PPE") for workers and such employees are properly trained on use of PPE and safety procedures.

In addition, as most of our body products are produced on the premises of the BCS Makery, you must manufacture products in accordance with the Clean Air Act, specifically as it relates to the pH level, the content of oil and grease in wastewater and disposal of hazardous waste. A franchisee will be required to satisfy all federal regulations and all state and local requirements relating to the disposal of wastewater, including but not limited to, consulting with local authorities, installing appropriate grease traps, obtaining permits where necessary and adhering to on-going monitoring requirements.

A franchisee will be required to comply with all federal, state and local laws and regulations that generally apply to private businesses. These include, but are not limited to, the Americans with Disabilities Act (the "ADA"); the Fair Labor Standards Act (the "FLSA"); the rules and regulations of the Equal Employment Opportunity Commission (the "EEOC"); OSHA; Gramm-Leach-Bliley Act; the USA PATRIOT Act; Federal Truth in Lending and other laws dealing with credit transactions and collections; Digital Millennium Copyright Act; regulations governing MMS, SMS, emails and telemarketing; the payment of license fees; general location rules and regulations; and, any advertising or content related rules and regulations. As a public accommodation, your Makery must be accessible to persons with disabilities. See https://www.ada.gov/smbusgd.pdf for more information. Your Franchised Business must accept credit cards and will be obligated to comply with the Payment Card Industry Data Security Standard. The Standard includes twelve requirements for any business that payment cardholder For information processes or transmits data. more https://www.pcicomplianceguide.org/.

We encourage you to make additional inquiries into those laws and regulations and obtain the assistance of your own legal counsel in that regard. Neither we, nor our affiliates, will be responsible for ascertaining your initial and continuing legal responsibilities. It is your responsibility, on an on-going basis, to investigate and satisfy all local, state, and federal laws and regulations since these can vary from place to place and can change over time.

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ITEM 2

BUSINESS EXPERIENCE

Dorvin Lively, Chairman and Enrique Ramirez, Chief Executive Officer, and President

Mr. Lively has served as our Chairman and Chief Executive Officer since February 2023. From January 2020 until October 2022, he served as President of Planet Fitness in Hampton, New Hampshire..

Enrique Ramirez, President and Chief Financial Officer

Mr. Ramirez haswas appointed as Chief Executive Officer, and President in June 2025. He served as our President and Chief Financial Officer sincefrom February 2023 until June 2025. He served as Chief Financial Officer and President of International from March 2022 until February 2023. Prior to joining Buff City Soap, Mr. Ramirez served as General Manager, Pizza Hut Latin America and Iberia in Plano, Texas from May 2020 until March 2022. He served as Global CFO, Pizza Hut, Inc. and GM, Pizza Hut Latin America and Iberia in Plano, Texas from April 2019 until May 2020. From December 2013 until May 2020, he also served as Global CFO, Pizza Hut, Inc. in Plano, Texas.

Ahmer Sawani, Chief Financial Officer

Mr. Sawani was appointed as Chief Financial Officer in June 2025. He served as SVP Finance and Strategy from January 2025 until June 2025 and as VP, FP&A from July 2022 until January 2025. Before joining Buff City Soap Franchising, LLC, he served as Sr. Director of FP&A for PepsiCo from July 2012 until July 2022 in Plano, Texas.

Mindi Coday, Chief Merchandising Officer

Ms. Coday has served as our Chief Merchandising Officer since June 2023. Prior to joining us she was Senior Vice President of Tuesday Morning, LLC from September 2019 to November 2022.

Chad Brizendine, Chief Marketing Officer

Mr. Brizendine has served as our Chief Marketing Officer since May 2020. Prior to joining us, Mr. Brizendine served as Co-Founder and Chief Executive Officer of Nontraditional in Cincinnati, Ohio from April 2018 until May 2020, where Buff City Soap was a client.

Steve Williams, Chief Technology Officer

Mr. Williams has served as our Chief Technology Officer since April 2021. Prior to joining us, Mr. Williams served as Executive Vice President and Chief Information Officer of Specialty Retailers, Inc. in Houston, Texas from June 2017 to December 2020.

Shellie Caudill, Chief Product Officer

Ms. Caudill has served as our Chief Product Officer since November 2021. Prior to joining us, she served as Head of Fabric Care R&D and Director of R&D for Church & Dwight in Princeton, New Jersey from August 2020 until October 2021. From April 2017 until July 2020, she served as Director of Home Fragrance R&D for L Brands (parent company for Bath and Body Works) in New Albany, Ohio.

Casey Daniel, Sr. Vice President, Chief Operations Officer

Ms. Daniel haswas appointed as Chief Operations Officer in June 2025. She served as our Sr. Vice president, Operations since from January 2023 until June 2025. She served as Vice President, Operations from August 2022 to January 2023 and Consultant, New Store Openings & Training from February 2022 to August 2022. She served as Head of International Operations from November 2019 until January 2022 at Topgolf Entertainment in Dallas, Texas. She also served as National Director of Operations at Topgolf Entertainment from 2017 until 2019.

Daniel J. Boruff, Sr. Vice President Supply Chain

Mr. Boruff has served as our Senior Vice President of Supply Chain since January 2025. Prior to joining us, Mr. Boruff served as Senior Vice President of Supply Chain for Unleashed Brands/Urban Air in Bedford, Texas from April 2021 to August 2024. Prior to this role, he was Head of Supply Chain at Cotton Patch Café in Southlake, Texas from June 2020 to April 2021.

Alex Tosta, Vice President Development

Mr. Tosta has served as our Vice President of Development since August 2024. Prior to joining us, Mr. Tosta served as Director of Franchise Success and Retail Operations at Speed Queen Laundry (Alliance Laundry Systems LLC) in Ripon, Wisconsin from November 2020 to August 2024. Prior to this role he was Director of Retail Operations at Alliance Laundry Systems LLC in Ripon, Wisconsin from August 2018 to November 2020.

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Notes:

- 1. We compiled and calculated the data for company-owned BCS Makeries using information supplied by our affiliate, Buff City Soap LLC. We do not directly operate the company-owned BCS Makeries, our affiliate, Buff City Soap LLC does. For franchised BCS Makeries, we have relied on figures provided to us by our franchisees for those outlets, and neither we nor any independent certified public accountant has independently audited or verified this information.
- 2. "Net Sales" is defined as the total selling price of all services and products and all income of every kind and nature related to each BCS Makery, whether for cash, cash equivalents, or credit, and regardless of collection in the case of credit. Proceeds from the sale of coupons, gift cards, gift certificates or vouchers is included in Net Sales when and at the Makery from which the coupons, gift cards, gift certificates or vouchers are eventually redeemed. Net Sales exclude the following: complimentary products and services (provided that the aggregate amount of such products and services does not exceed 2% of Net Sales for the applicable week), tips and gratuities, and sums collected and actually paid by a Makery for any sales or other excise tax imposed by any duly constituted government authority. In the case of promotional discounts implemented by us at the BCS Makery, the amount actually paid by the guest after the discount, rather than the original amount, will be considered for purposes of the term Net Sales. Net Sales also includes the proceeds of any business interruption insurance applicable to each BCS Makery. Net Sales, as disclosed in Table 1, also includes order fulfillment, and other non-traditional revenue for some franchisees. Not all franchisees participate in these programs and receive this revenue.
- 3. Company-owned BCS Makeries do not pay a royalty. So, we have calculated an "Imputed Royalty" in Table 2 and Table 3 above based on Net Sales multiplied by our 6% royalty rate.
- 4. SLEBITDA is calculated before accounting for certain general and administrative expenses of our affiliate, Buff City Soap, LLC, which are not related to typical store-level operations.
- 5. Average, Median, High and Low data for company-owned BCS Makeries are calculated separately for each metropolitan area.

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

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

Other than the preceding financial performance representations, we do not make any representations about a franchisee's future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representations either orally or in writing. If you are purchasing an existing BCS Makery, however, we may provide you with the actual records of that BCS Makery. If you receive any other financial performance information or projections of your future income, you should report it to our management by contacting Alex Tosta at 1-972-993-3505, the Federal Trade Commission and the appropriate state regulatory agencies.

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ITEM 20

OUTLETS AND FRANCHISEE INFORMATION Table No. 1 Systemwide Outlet Summary for Years 2022-2024

0.41.47	*7	Outlets at the	Outlets at the	N. CO
Outlet Type	Year	Start of the Year	End of the Year	Net Change
	2022	169	252	+83
Franchised	2023	252	262	+10
	2024	262	251	-11
	2022	6	8	+2
Company-Owned ¹	2023	8	9	+1
	2024	9	9	0
	2022	175	260	+85
Total Outlets	2023	260	271	+11
	2024	271	260	-11

⁽¹⁾ Please note that company-owned outlets are operated by our affiliate, Buff City Soap LLC, a Delaware limited liability company.

Systemwide Outlet Summary as of July 21, 2025

		Outlets at the	Outlets as of	
Outlet Type	<u>Year</u>	Start of the Year	<u>7/21/2025</u>	Net Change
Franchised	<u>2025</u>	<u>251</u>	<u>222</u>	<u>-29</u>
Company-Owned ¹	<u>2025</u>	9	<u>8</u>	<u>-1</u>
Total Outlets	<u>2025</u>	<u>260</u>	<u>230</u>	<u>-30</u>

Table No. 2
Transfers of Outlets from Franchisees to New Owners
(other than The Franchisor)
For Years 2022-2024

Column 1 State	Column 2 Year	Column 3 Number of Transfers
	2022	1
Florida	2023	0
	2024	0
	2022	0
Michigan	2023	2
C	2024	0
	2022	0
Mississippi	2023	0
• •	2024	1
	2022	2
Missouri	2023	0
	2024	0
	2022	1
Texas	2023	0
	2024	0
	2022	4
TOTAL	2023	2
	2024	1

Supplemental Table No. 2 Transfers of Outlets from Franchisees to New Owners (other than The Franchisor) as of July 21, 2025

<u>Column 1</u> <u>State</u>	<u>Column 2</u> <u>Year</u>	<u>Column 3</u> <u>Number of Transfers</u>
<u>Pennsylvania</u>	<u>2025</u>	<u>1</u>
<u>Colorado</u>	<u>2025</u>	2
<u>Total</u>	<u>2025</u>	<u>3</u>

Supplemental Table No. 3 Status of Franchise Outlets As of July 21, 2025

Col. 1 State	Col. 2 Year	Col. 3 Outlets at Start of Year	Col. 4 Outlets Opened	Col. 5 Terminations	Col. 6 Non- Renewal	Col. 7 Reacquired by Franchisor	Col. 8 Ceased Operations Cother	Col. 9 Outlets as of 7/21/25
Alabama	2025	<u>14</u>	0	0	0	0	0	14
Arkansas	2025	7	0	0	0	0	1	<u>6</u>
Arizona	2025	0	0	0	0	0	0	0
Colorado	2025	3	0	0	0	0	1	2
Delaware	2025	2	0	0	<u>0</u>	0	0	2
Florida	2025	20	0	0	0	0	3	17
Georgia	2025	15	0	0	0	0	0	15
Illinois	2025	2	0	0	0	0	0	2
Iowa	2025	11	0	0	0	0	2	9
Indiana	2025	8	0	0	0	0	1	7
Kentucky	2025	16	0	0	0	0	4	12
Louisiana	2025	6	0	0	0	0	0	6
Massachusetts	2025	0	0	0	0	0	0	0
Michigan	2025	6	0	0	0	0	1	5
Minnesota	2025	4	0	0	0	0	1	3
Mississippi	2025	6	0	0	0	0	1	5
Missouri	2025	8	0	0	0	0	1	7
Montana	2025	2	0	0	0	0	0	2
Nebraska	2025	4	0	0	0	0	0	4
New Hampshire	<u>2025</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	2
New Jersey	<u>2025</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>
New York	<u>2025</u>	<u>10</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>9</u>
North Carolina	<u>2025</u>	<u>12</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>	<u>9</u>
North Dakota	<u>2025</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>Ohio</u>	<u>2025</u>	<u>9</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>	<u>7</u>
<u>Oklahoma</u>	<u>2025</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
Pennsylvania	<u>2025</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>2</u>
South Carolina	<u>2025</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>3</u>
South Dakota	<u>2025</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
<u>Tennessee</u>	<u>2025</u>	<u>33</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>33</u>
<u>Texas</u>	<u>2025</u>	<u>26</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	2	<u>24</u>
<u>Virginia</u>	2025	<u>6</u>	0	0	<u>0</u>	0	0	<u>6</u>
West Virginia	2025	4	0	0	0	0	2	<u>2</u>
Wisconsin	2025	1	0	0	0	0	0	<u>1</u>
Total	<u>2025</u>	<u>251</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>29</u>	222

⁽¹⁾ We are treating the licensed locations as franchises for the purposes of this Item 20.

Table No. 4
Status of Company-Owned Outlets²
For Years 2022-2024

Col. 1 State	Col. Year	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets at End of the Year
	2022	1	0	0	0	0	1
Mississippi	2023	1	0	0	0	0	1
	2024	1	0	0	0	0	1
	2022	3	0	0	0	0	3
Tennessee	2023	3	0	0	0	0	3
	2024	3	0	0	0	0	3
	2022	2	2	0	0	0	4
Texas	2023	4	1	0	0	0	5
	2024	5	0	0	0	0	5
	2022	6	2	0	0	0	8
TOTAL	2023	8	1	0	0	0	9
	2024	9	0	0	0	0	9

⁽²⁾ Please note that company-owned outlets are operated by our affiliate, Buff City Soap LLC, a Delaware limited liability company.

Status of Company-Owned Outlets² As of July 21, 2025

Col. 1 State	<u>Col.</u> <u>Year</u>	Col. 3 Outlets at Start of the Year	Col. 4 Outlets Opened	Col. 5 Outlets Reacquired from Franchisee	Col. 6 Outlets Closed	Col. 7 Outlets Sold to Franchisee	Col. 8 Outlets as of 7/21/25
Mississippi	<u>2025</u>	1	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
<u>Tennessee</u>	<u>2025</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
<u>Texas</u>	<u>2025</u>	<u>5</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>4</u>
TOTAL	<u>2025</u>	<u>9</u>	<u>0</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>8</u>

⁽²⁾ Please note that company-owned outlets are operated by our affiliate, Buff City Soap LLC, a Delaware limited liability company.

Table No. 5
Projected Openings as of January 1, 2025

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened		Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	0	2	0
TOTAL	0	2	0

Supplemental Table No. 5 Projected Openings as of July 21, 2025

Column 1 State	Column 2 Franchise Agreements Signed But Outlet Not Opened	Column 3 Projected New Franchised Outlets in the Next Fiscal Year	Column 4 Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	<u>0</u>	<u>2</u>	<u>0</u>
South Carolina	<u>0</u>	2	<u>0</u>
TOTAL	<u>0</u>	4	<u>0</u>

Exhibit I contains the contact information of all franchisees as of December 29, 2024. During our fiscal year ended December 29, 2024, two franchise agreements and no license agreements were terminated. We did not cancel or fail to renew any franchised or licensed unit, or any unit operated under a joint venture arrangement and no such units ceased to do business voluntarily. No franchisee, licensee or joint venture investor has failed to communicate with us during the 10 weeks before the issuance date of this disclosure document.

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

Confidentiality Clauses

As a standard practice, when we enter into settlement agreements with a franchisee or former franchisee, we will require them to agree to maintain as confidential all information that the franchisee or former franchisee has about us. We have not entered into any such agreements in the last three fiscal years. In some instances, current and former franchisees may sign provisions restricting their ability to speak openly about their experience with the System. You may wish to speak with current and former franchisees but be aware that not all of these franchisees will be able to communicate with you.

Franchisor Sponsored and Independent Trademark Specific Franchisee Organizations

We have not created, sponsored or endorsed any trademark-specific franchisee organization, and no independent franchisee organization is incorporated or otherwise organized under state law and asks us to be included in our Disclosure Document.

<u>ITEM 21</u>

FINANCIAL STATEMENTS

Included in Exhibit F are our audited financial statements for fiscal years ending December 29, 2024, December 31, 2023 and January 1, 2023, and our unaudited financial statements as of, and for the period ending, March 30June 29, 2025. Our current fiscal year end is December 28, 2025.

ITEM 22

CONTRACTS

Attached to this disclosure document are the following contracts:

Exhibit A	Franchise Agreement and Exhibits
Exhibit B	Area Development Agreement and Exhibits
Exhibit C	Form of General Release
Exhibit D	Form of Non-Disclosure and Non-Use Agreement
Exhibit E	Disclosure Document Addenda Required by Certain States
Exhibit K	Training Liability Waiver

ITEM 23

RECEIPT

Duplicate copies of the receipt appear after the exhibits as Exhibit K to this disclosure document.

- **Manuals.** Franchisee will comply with the Standards as set forth in the Manuals and as may from time to time otherwise be prescribed in writing in connection with the operation of the Makery, including without limitation operating the Makery during hours and days of the week specified in the Manuals. Franchisor will make the Manuals and related Standards available to Franchisee via the Intranet. Franchisor may periodically update and amend the Manuals and will notify Franchisee in writing of any such updates or amendments, which will thereupon become a part of the Manuals. Franchisee must comply with all written updates and amendments to the Manuals. In the event of a dispute relating to the contents of the Manuals, the master copy that Franchisor maintains at its principal office or on the Intranet, as designated by Franchisor, will prevail. If Franchisee's hard copy of the Manuals is lost, destroyed or significantly damaged, Franchisee will obtain a replacement copy at the then-applicable charge to reimburse cost of replacement. Franchisee will use the digital version of the Manuals in their current form available to Franchisee on the Intranet as instructed. Franchisee will treat the Manuals as confidential and maintain the information in the Manuals as Confidential Information. Franchisee will return all hard copies of the Manuals to Franchisor and destroy any electronic copies of the Manuals in Franchisee's possession or control immediately on expiration or termination of this Agreement.
- Compliance with Applicable Law; Operating Permits. Franchisee will develop and at all times operate the Makery in full compliance with Applicable Law, including but not limited to all Products and services offered and sold at or by the Makery. Franchisee must notify Franchisor in writing immediately upon the commencement of any legal action, suit, or proceeding, any administrative action, or the issuance of an order of any court, agency, or other governmental instrumentality, which may adversely affect the development, occupancy, or operation of the Makery or Franchisee's financial condition; or the delivery of any notice of violation or alleged violation of any Applicable Law, including those relating to health or sanitation at the Makery. Franchisee will refrain from any business or advertising practice which may be injurious to Franchisor's business, to the business of other Buff City Soap makeries, or to the goodwill associated with the Marks. Franchisee will be solely responsible for procuring and continuously maintaining thereafter all approvals, permits, certifications and/or licenses required for the development and operation of the Makery. For the avoidance of doubt, any specifications, recommendations or approvals from Franchisor with respect to site, design or equipment at the Makery are not representations from Franchisor regarding compliance with Applicable Law, and Franchisee shall be solely responsible for ensuring that all aspects of the site, design, construction, equipment and operation of the Makery fully comply with Applicable Law at all times.
- Credit Card and Other Methods of Payment. Franchisor may, at its option, designate in writing credit and debit card issuers or sponsors check or credit verification services, financial center services, and electronic funds transfer systems, and upon any such designation by Franchisor, Franchisee must maintain credit card relationships with such credit and debit card issuers or sponsors check or credit verification services, financial center services, and/or electronic funds transfer systems in connection with the operation of the Makery and refrain from using any services or providers that Franchisor has not approved in writing or for which Franchisor has revoked its approval. Franchisor may modify its requirements and designate additional approval or required methods of payment and vendors for processing such payment. Franchisee must comply with the PCI DSS as they may be revised and modified by the Payment Card Industry Security Standards Council, or any successor or replacement organization and/or in accordance with other standards Franchisor may specify, and FACTA. Franchisee also must upgrade periodically its Technology System, at Franchisee's expense, to maintain compliance with PCI DSS, FACTA and all Applicable Law. Franchisee must notify Franchisor immediately if it is notified of a credit card breach (as such constitutes a Crisis Management Event) related to the Makery and Franchisee's business related thereto and must cooperate with applicable authorities fully with respect to the investigation. Further, Franchisee must cooperate with Franchisor fully with respect to media

warranties with respect to anti-corruption, anti-boycott and anti-terrorism laws set forth in Section 17 and the restrictive covenants against competition set forth in Section 19;

- (M) Franchisee fails to pay any fees or other amounts due hereunder to Franchisor within five days after Notice of nonpayment is delivered to Franchisee;
- (N) Franchisee understates Net Sales or fails to accurately report Net Sales, and does not correct such failure within three days after Notice of such failure is delivered to Franchisee;
- (O) Franchisee refuses to permit Franchisor or its agent entry to inspect the Makery and does not cure such default within 24 hours after Notice of default is delivered to Franchisee;
- (P) Franchisee violates or receives notice of violation of any order, regulation, Standard or Applicable Law relating to <u>safety</u>, health, sanitation or the environment and does not cure such default within 24 hours after Notice of default is delivered to Franchisee;
- (Q) Franchisee fails to maintain insurance in accordance with Section 15 and does not cure such default within 24 hours after Notice of default is delivered to Franchisee;
- (R) Franchisor has delivered a Notice of termination of another franchise agreement with Franchisee or its Affiliate, an area development agreement with Franchisee or any of its Affiliates (as developer) under an area development agreement or any other agreement between Franchisee or its Affiliate and Franchisor, its Affiliate or any Designated Supplier;
- (S) Franchisee suffers cancellation or termination of the Lease or fails to materially perform or observe any provision of any Lease and to cure such failure within the applicable cure period under such Lease, if any; and
- (T) Franchisee fails to pay when due any income, withholding, service, sales or any other applicable taxes due on the Makery's operations, unless it is in good faith contesting its liability for such taxes and has effectively stayed the enforcement of liability for such taxes.
- (U) Franchisee fails to achieve a passing score for a KPI Assessment as described in the Manuals for two or more consecutive KPI Assessments within any 12 month period.
- (2) Except as otherwise provided in Section 20, Franchisor may terminate this Agreement for failure by Franchisee (or any of its Principals) to comply with any other provision of this Agreement, including, without limitation, the representations and warranties contained in this Agreement, the Manuals or any Standards material to operation of the Makery and failure to cure within 30 days after Notice of such Event of Default is delivered to Franchisee.
- (3) <u>Termination for Repeated Default</u>. This Agreement will terminate immediately upon delivery of Notice to Franchisee if Franchisee (or any of its Principals) fails on three or more separate occasions within any period of 12 consecutive months to do any one or more or combination of the following: (A) submit when due reports or other data, information or supporting record; (B) pay when due any amounts due to Franchisor or its Affiliates; or (C) otherwise materially comply with this Agreement, whether or not such failures are corrected after Notice of such failure is delivered to Franchisee.
- any of the following: Termination for Insolvency. This Agreement will automatically terminate upon if any bankruptcy proceeding is commenced by or against Franchisee (or any

BUFF CITY SOAP FRANCHISING, LLC

Consolidated Balance Sheet Amounts in thousands (UNAUDITED) As of June 29, 2025

Assets

Current assets:	
Cash and cash equivalents	\$ 5,176
Accounts receivable, net	829
Prepaid expenses and other current assets	189
Total current assets	6,194
Property and equipment, net	1
Deferred contract acquisition costs	1,224
Total assets	\$ 7,419
Liabilities and Members' Equity (Deficit)	
Current liabilities:	
Accounts payable and other accrued liabilities	\$ 511
Accrued commissions	191
Current portion of deferred revenue	686
Total current liabilities	1,388
Non-current liabilities:	
Deferred revenue, net of current portion	8,982
Total liabilities	10,370
Commitments and contingencies	
Members' equity (deficit):	
Members' equity	(13,188)
Accumulated member's equity	10,237
Total members' equity	 (2,951)
Total liabilities and members' equity	\$ 7,419

BUFF CITY SOAP FRANCHISING, LLC

Consolidated Statement of Operations

Amounts in thousands (UNAUDITED)

Period ending June 29, 2025

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Revenues.	
Franchise and related revenue	4,466
Brand fund revenue	1,189
Total revenues	5,655
Operating expenses:	
Occupancy	7
Other direct operating	368
Advertising and marketing.	644
Indirect labor	1,533
Professional and technology services	49
General and administrative expenses	70
Total Operating Expenses	2,671
Income from Operations	2,984
Net income	\$ 2,984

EXHIBIT I NAMES AND ADDRESSES OF FRANCHISEES

<u>Licensee- and Franchisee-Owned Locations as of December 29 July 21, 2024 2025</u> (* locations are owned and operated by Area Developers or their affiliates)

FRANCHISEE ENTITY	Address Line 1	Address Line 2	Стту	STATE	ZIP CODE CODE	TELEPHONE TELEP HONE
Ingenuity LLC*	1711 MONTGOMERY HWY		HOOVER	AL	35244	(205) 777-5465
Ingenuity LLC*	300 DOUG BAKER BLVD	STE 300	BIRMINGHAM	AL	35242	(205) 730-9199
Ingenuity LLC*	250 RELE ST		MOUNTAIN BROOK	AL	35223	(205) 490-6842
BC Soap Oxford	110 SPRING BRANCH RD		OXFORD	AL	36203	(256) 403-1455
Ingenuity LLC*	7052 EASTCHASE PKWY		MONTGOMERY	AL	36117	(334) 239-8888
Ozarks Soap, LLC*	928 US HIGHWAY 72 E	STE 930	ATHENS	AL	35611	(256) 206-3706
Ozarks Soap, LLC*	5000 WHITESBURG DR SE	STE 160	HUNTSVILLE	AL	35802	(256) 937-3400
Ozarks Soap, LLC*	396 COX CREEK PKWY	STE 2B	FLORENCE	AL	35630	(256) 206-3706
Ingenuity LLC*	312 W MAGNOLIA AVE		AUBURN	AL	36832	(334) 521-4222
Ingenuity LLC*	1800 MCFARLAND BLVD EAST	STE 302	TUSCALOOSA	AL	35404	(205) 602-9000 730-919 9
Ingenuity LLC*	6850 US HIGHWAY 90	STE A40	DAPHNE	AL	36526	(205) 602-9000 <u>730-919</u> <u>9</u>
Ingenuity LLC*	3525 ROSS CLARK CIR	STE 201	DOTHAN	AL	36303	(205) 602-9000 <u>730-919</u> <u>9</u>
Ingenuity LLC*	25747 PERDIDO BEACH BLVD	STE B3	ORANGE BEACH	AL	36561	(205) 602-9000 730-919 9
Ingenuity LLC*	100 S Colonial Dr	STE 1400	ALABASTER ALABASTER	AL	35007	(205) 602-9000 730-919 9
Glasspo, LLC	3717 E JOHNSON AVE	STE B	JONESBORO	AR	72401	(870) 275-1550
OZARKS SOAP, LLC*	3520 E RACE AVE		SEARCY	AR	72143	(501) 278-4600

Ozarks Soap, LLC*	5811 KAVANAUGH BLVD		LITTLE ROCK	AR	72207	(501) 214-9256
Ozarks Soap, LLC*	925 OAK ST		CONWAY	AR	72032	(501) 504-6818
Ozarks Soap, LLC*	110 S ROCKWOOD DR	STE 7	CABOT	AR	72023	(501) 424-0371
Ozarks Soap, LLC*	3557 N SHILOH DR	STE 4	FAYETTEVILLE	AR	72703	(479) 579-9584
Ozarks Soap, LLC*	1412 HIGDON FERRY RD	STE F	HOT SPRINGS NATIONAL PARK	AR	71913	(501) 547-9009
BCS-Castle Rock LLC*	5050 FACTORY SHOPS BLVD	STE 175	CASTLE ROCK	СО	80108	(720) 508-4923
BCS-Dublin LLC *	5935 DUBLIN BLVD		COLORADO SPRINGS	CO	80923	(719) 597-5336
BC-Colorado, LLC*	5102 N NEVADA AVE	STE 160	COLORADO SPRINGS	CO	80918	(719) 599-8196
Natural Choice, LLC	5600 CONCORD PIKE	STE 5600A	WILMINGTON	DE	19803	(302) 479-7117
First State Soapers LLC	4764 LIMESTONE RD		WILMINGTON	DE	19808	(302) 510-4963
Ocean View BCS Corp.	1462 TIGER PARK LN		GULF BREEZE	FL	32563	(850) 565-5262
BC Soap Tampa LLC*	511 SW PINE ISLAND RD	UNIT 106	CAPE CORAL	FL	33991	(239) 242-7438
Emerald Coast Soaps, L.L.C.	421 MARY ESTHER BLVD	STE C	MARY ESTHER	FL	32569	(850) 374-3408
BC Soap Palm Beach LLC*	5300 DONALD ROSS RD	STE 100	PALM BEACH GARDENS	FL	33418	(561) 408-2262
BC Soap Treasure Coast LLC*	1293 CORNERSTONE BLVD	#1315-G	DAYTONA BEACH	FL	32117	(386) 872-5210
BC Soap Tampa, LLC*	192 N CATTLEMEN RD	UNIT 3	SARASOTA	FL	34243	(941) 358-6647
BC Soap Tampa LLC*	7871 113TH ST	STE N	SEMINOLE	FL	33772	(727) 289-9556
BC Soap Orlando, LLC*	1339 POSNER BLVD		DAVENPORT	FL	33837	(863) 353-6983
BC Soap North Florida LLC*	220 S MAGNOLIA DR	STE 102	TALLAHASSEE	FL	32301	(850) 727-8977
Buff City SWF, LLC*	9115 STRADA PL	UNIT 5126	NAPLES	FL	34108	(239) 241-2122
BC Soap North Florida LLC*	4849 TOWN CENTER PKWY		<u>JACKSONVILLE</u>	<u>FL</u>	<u>32246</u>	<u>(904) 619-9451</u>
BC Soap Orlando, LLC*	7915 RED BUG LAKE RD	STE 1001	OVIEDO	FL	32765	(407) 542-7019
BC SOAP NORTH-FLORIDA-LLC*	4849 TOWN CENTER PKWY		JACKSONVILLE	FL	32246	(904) 619-9451
BC Soap Palm Beach LLC*	9674 GLADES RD	UNIT 500	BOCA RATON	FL	33434	(561) 717-8008
BC Soap Treasure Coast LLC*	1130 GRAMERCY LN		TAMPA	FL	33607	(813) 353-1151
BC SOAP-NORTH-FLORIDA-LLC*	3830 SW ARCHER RD	STE 20	GAINESVILLE	FL	32608	(352) 792-6161
BC SOAP TAMPA LLC*	2689 GULF TO BAY BLVD	STE 1840	CLEARWATER	FL	33759	(727) 286-6285
Buff City SWF, LLC*	17331 TAMIAMI TRL		NORTH PORT	FL	34287	(941) 426-5858

BC Soap Orlando LLC*	415 S ORLANDO AVE	STE 111	WINTER PARK	FL	32789	(321) 972-6994
Buff City SWF, LLC*	7935 DANI DR	Unit 150	FORT MYERS	FL	33966	(239) 288-5494
BC Soap-Treasure-Coast, LLC*	5980 20TH ST		VERO BEACH	FL	32966	(772) 907-5126
BCS ATL West Inc.	1145 WOODSTOCK RD	STE 605	ROSWELL	GA	30075	(678) 242-8981
BCS of North Georgia Corp.	5215 TOWN CENTER BLVD	STE 670	PEACHTREE CORNERS	GA	30092	(678) 381-9964
Chattanooga Soap Makers, LLC*	91 PARKWAY DR		FORT OGLETHORPE	GA	30742	(706) 956-5343
BCS-ATL Holdings, LLC*	3655 ROSWELL RD NE	STE 108	ATLANTA	GA	30342	(615) 656-4062
Chattanooga Soap Makers, LLC*	1513 W WALNUT AVE	STE 5	DALTON	GA	30720	(762) 268-0002
Southern GA Soap Bakerz, LLC*	1880 JONESBORO RD		MCDONOUGH	GA	30253	(470) 491-3112
BCS-ATL Holdings, LLC*	6655 TOWN SQ	STE 1215	ALPHARETTA	GA	30005	(678) 620-3626
Southern GA Soap Bakerz, LLC*	561 BULLSBORO DR		NEWNAN	GA	30265	(470) 686-3111
Southern GA Soap Bakerz, LLC*	1830 NORMAN DR	STE A	VALDOSTA	GA	31601	(229) 298-0032
Chattanooga Soap Makers, LLC*	2852 CHAPEL HILL RD	STE 18B	DOUGLASVILLE	GA	30135	(470) 632-2060
Southern GA Soap Bakerz, LLC*	250 POOLER PKWY		POOLER	GA	31322	(912) 581-2999
Chattanooga Soap Makers, LLC*	1810 CUMMING HWY	STE 36	CANTON	GA	30115	(470) 863-2867
Chattanooga Soap Makers, LLC*	4225 WASHINGTON RD	STE 3	EVANS	GA	30809	(762) 250-1050
BCS-ATL Holdings, LLC*	5464 PEACHTREE BLVD		ATLANTA	GA	30341	(678) 580-0879
Southern GA Soap Bakerz, LLC*	5550 WHITTLESEY BLVD	STE 550	COLUMBUS	GA	31909	(706) 341-3450
South Fork Soap, Inc.*	10100 NW 62ND AVE	STE 101	JOHNSTON	IA	50131	(515) 695-7164
South Fork Soap, Inc.*	956 HICKMAN RD		WAUKEE	IA	50263	(515) 452-0172
South Fork Soap, Inc. *	110 N ANKENY BLVD	STE 300	ANKENY	IA	50023	(515) 381-0124
SOUTH FORK SOAP, INC. *	2300 EDGEWOOD RD SW	STE G	CEDAR RAPIDS	IA	52404	(319) 200-2990
South Fork Soap, Inc. *	316 VIKING PLAZA DR	STE 100	CEDAR FALLS	IA	50613	(319) 260-2636
South Fork Soap, Inc. *	5001 SERGEANT RD	STE 250	SIOUX CITY	IA	51106	(712) 560-9593
South Fork Soap, Inc. *	2445 NW ARTERIAL		DUBUQUE	IA	52002	(563) 231-3408
South Fork Soap, Inc. *	1005 BLAIRS FERRY RD NE		CEDAR RAPIDS	IA	52402	(319) 200-5360
SOUTH-FORK-SOAP, INC. *	3200 AGENCY ST	STE 120	BURLINGTON	IA	52601	(319) 209-2035
South Fork Soap, Inc. *	4030 E 53RD ST		DAVENPORT	IA	52807	(563) 900-5725
South Fork Soap, Inc.*	1419 BUCKEYE AVE	STE 101	AMES	IA	50010	(515) 537-3789

Ozarks Soap, LLC*	2328 TROY RD		EDWARDSVILLE	IL	62025	(618) 307-4635
Great Lakes Soap, LLC*	6236 BROADWAY ST		QUINCY	IL	62305	(217) 919-9347
Louisville Soap, LLC*	1005 JEFFERSONVILLE COMMONS DR		JEFFERSONVILLE	IN	47130	(812) 590-3564
Louisville Soap, LLC*	12955 OLD MERIDIAN ST	STE 150	CARMEL	IN	46032	(463) 223-0192
Louisville Soap, LLC*	9893 N MICHIGAN RD	STE 150	CARMEL	IN	46032	(463) 333-3011
Louisville Soap, LLC*	1414 HIRSCHLAND RD	STE E	EVANSVILLE	IN	47715	(812) 436-1500
Louisville Soap, LLC*	4026 E 82ND ST	STE A6	INDIANAPOLIS	IN	46250	(463) 900-8466
Louisville Soap, LLC**	2363 HIGHWAY 135 NW	STE 101	CORYDON	IN	47112	(812) 572-4535
Louisville Soap, LLC*	205 COUNTY ROAD 6 E	STE F	ELKHART	IN	46514	(574) 359-5043
LOUISVILLE-SOAP, LLC*	2140 E BOULEVARD	STE-1650	KOKOMO	₩	46902	(765) 416-1335
Powell BCS, LLC	630 N 12TH ST		MURRAY	KY	42071	(270) 768-7016
Louisville Soap, LLC*	1701 N DIXIE HWY		ELIZABETHTOWN	KY	42701	(270) 304-2110
Louisville Soap, LLC*	2337 SIR BARTON WAY	STE 115	LEXINGTON	KY	40509	(859) 514-1414
LOUISVILLE-SOAP, LLC*	120 MARKET PLACE CIR	STE A	GEORGETOWN	KY	40324	(502) 603-6131
LOUISVILLE-SOAP, LLC*	1303 US HIGHWAY 127 S	STE 108	FRANKFORT	KY	40601	(502) 219-7111
Louisville Soap, LLC*	4600 SHELBYVILLE RD	STE 651	LOUISVILLE	KY	40207	(502) 694-6661
Louisville Soap, LLC*	2450 NICHOLASVILLE RD	STE A	LEXINGTON	KY	40503	(859) 554-0404
Louisville Soap, LLC*	1680 CAMPBELL LN	STE 110	BOWLING GREEN	KY	42104	(364) 201-2730
BC Soap Kentucky*	7690 MALL RD	STE B	FLORENCE	KY	41042	(859) 534-2588
Louisville Soap, LLC*	1698 HIGHWAY 192 W		LONDON	KY	40741	(606) 657-0193
Louisville Soap, LLC*	13006 SHELBYVILLE RD	STE 103	LOUISVILLE	KY	40243	(502) 308-4691
Louisville Soap, LLC*	2596 CALUMET TRCE		OWENSBORO	KY	42303	(270) 297-1654
BCS KENTUCKY-LLC*	92 CAROTHERS RD		NEWPORT	KY	41071	(859) 360-6965
LOUISVILLE-SOAP, LLC*	120 JUSTICE WAY	UNIT 140	PIKEVILLE	KY	41501	(606) 552-0017
Louisville Soap, LLC*	6801 DIXIE HWY	STE 159	LOUISVILLE	KY	40258	(502) 665-0894
Louisville Soap, LLC∗*	7718 BARDSTOWN RD	STE 102	LOUISVILLE	KY	40291	(502) 208-7887
Today's Soap LLC*	7021 YOUREE DR		SHREVEPORT	LA	71105	(318) 220-8446
Today's Soap LLC*	1101 N SERVICE RD E	STE 1115	RUSTON	LA	71270	(318) 272-5381

Today's Soap LLC*	4291 PECANLAND MALL DR		MONROE	LA	71203	(318) 362-8783
Today's Soap LLC*	1416 MACARTHUR DR		ALEXANDRIA	LA	71301	(318) 704-0358
Today's Soap LLC*	114 MEADOW FARM RD	STE 108	LAFAYETTE	LA	70508	(337) 573-4067
Today's Soap LLC*	215 PALACE DR		HAMMOND	LA	70403	(318) 505-7841
BCS Brighton, LLC*	311 W MAIN ST	STE 1	BRIGHTON	MI	48116	(810) 242-6200
BCS Fenton, LLC*	3401 OWEN RD		FENTON	MI	48430	(810) 208-7158
BCS Rochester, LLC*	2945 S ROCHESTER RD		ROCHESTER	MI	48307	(248) 780-6600
BCS Okemos, LLC*	3490 OKEMOS RD	STE B	OKEMOS	MI	48864	(517) 708-7075
BCS PITTSFIELD, LLC*	3143 ANN ARBOR SALINE RD	STE A	ANN ARBOR	MI	48103	(734) 290-7900
BCS Canton, LLC*	43555 FORD RD	STE B	CANTON	MI	48187	(734) 488-8500
BCS MN Developers*	2009 W BROADWAY AVE	STE 800	FOREST LAKE	MN	55025	(651) 279-2242
BCS MN Developers*	3187 NORTHDALE BLVD NW		MINNEAPOLIS	MN	55443	(763) 406-6775
BCS MN Developers*	4190 108TH AVE NE	STE 110	MINNEAPOLIS	MN	55449	(763) 406-6780
North Fork Soap, Inc. *	1901 MADISON AVE	STE 400	MANKATO	MN	56001	(507) 304-7196
Ozarks Soap, LLC*	2750 S GLENSTONE AVE		SPRINGFIELD	МО	65804	(417) 501-3404
Ozarks Soap, LLC*	1450 BEALE ST	STE 120	SAINT CHARLES	MO	63303	(636) 206-4174
Ozarks Soap, LLC*	1698 CLARKSON RD	UNIT 1698	CHESTERFIELD	МО	63017	(314) 370-6051
Ozarks Soap, LLC*	2263 MICHIGAN AVE		ARNOLD	МО	63010	(636) 287-0045
Midwest Soap Makers, LLC*	2050 NW LOWENSTEIN DR	STE C	LEES SUMMIT	МО	64081	(816) 295-6870
Ozarks Soap, LLC*	1050 S KIRKWOOD RD		SAINT LOUIS	MO	63122	(314) 626-5531
Ozarks Soap, LLC*	421 N STADIUM BLVD		COLUMBIA	MO	65203	(573) 355-5813
MIDWEST-SOAP-MAKERS, LLC*	2007 W FOXWOOD DR	STE E	RAYMORE	MO	64083	(816) 892-4000
BCSBuff City Soap Gulf Coast, LLC	705 WASHINGTON AVE	STE A	OCEAN SPRINGS	MS	39564	(228) 334-5969
HARBOR-FINANCIAL III LLC	400 S LAMAR BLVD	STE B	OXFORD	MS	38655	(662) 380-5005
ChickaBee Inc.*	4500 I-55 N	STE 160	JACKSON	MS	39211	(769) 572-7451
ChickaBee Inc. *	898 BARNES CROSSING RD		TUPELO	MS	38804	(662) 891-2192
ChickaBee Inc.*	317 W OAK ST		LAUREL	MS	39440	(601) 682-2833

ChickaBee Inc. *	661 MS 12		STARKVILLE	MS	39759	(601) 668-9204682-283 3
Big Sky Makery, Inc.	2230 N RESERVE ST	STE 450	MISSOULA	MT	59808	(406) 926-2489
MTSoapCo-Bozeman, LLC	702 W MAIN ST		BOZEMAN	MT	59715	(406) 404-1372
The Soap Bakerz, LLC*	3017 M L KING JR BLVD		NEW BERN	NC	28562	(252) 497-7449
The Soap Bakerz, LLC*	1335 WESTERN BLVD	STE A1	JACKSONVILLE	NC	28546	(910) 320-8481
The Soap Bakerz, LLC*	1039 INTERNATIONAL DR		WILMINGTON	NC	28405	(910) 218-0700
The Soap Bakerz, LLC*	3334 W FRIENDLY AVE	STE 116	GREENSBORO	NC	27410	(336) 265-9636
The Soap Bakerz, LLC*	1822 CATAWBA VALLEY BLVD SE		HICKORY	NC	28602	(828) 358-0811
THE-SOAP-BAKERZ, LLC*	501 N BERKELEY BLVD	STE D	GOLDSBORO	NC	27534	(919) 751-6949
THE SOAP BAKERZ, LLC*	1469 UNIVERSITY DR	STE-C	BURLINGTON	NC	27215	(743) 205-4330
The Soap Bakerz, LLC*	3040 EVANS ST	STE 121A	GREENVILLE	NC	27834	(252) 227-0969
The Soap Bakerz, LLC*	12534 CAPITAL BLVD	STE 701	WAKE FOREST	NC	27587	(984) 401-0999
THE-SOAP-BAKERZ, LLC*	3401 RALEIGH ROAD PKWY W	STE 1C	WILSON	NC	27896	(252) 294-2571
The Soap Bakerz, LLC*	8080 CONCORD MILLS BLVD		CONCORD	NC	28027	(980) 866-4255
The Soap Bakerz, LLC*	1058 HANES MALL BLVD		WINSTON SALEM	NC	27103	(336) 701-5535
Midwest Soap Makers, LLC*	3811 32ND AVE S		GRAND FORKS	ND	58201	(701) 757-0408
Midwest Soap Makers, LLC*	4360 13TH AVE S	STE 40C	FARGO	ND	58103	(701) 532-0965
Midwest Soap Makers, LLC*	10110 S 15TH ST	STE 104	BELLEVUE	NE	68123	(531) 444-4024
Midwest Soap Makers, LLC*	5210 2ND AVE		KEARNEY	NE	68847	(308) 455-1635
Midwest Soap Makers, LLC*	7810 DODGE ST		OMAHA	NE	68114	(531) 466-4786
Midwest Soap Makers, LLC*	3429 W 13TH ST	STE B	GRAND ISLAND	NE	68803	(308) 675-2455
Washed Up-Manchester, LLC*	1500 S WILLOW ST	SPC E111	MANCHESTER	NH	03103 <u>3103</u>	(603) 696-1233
Washed Up-Salem, LLC*	20 ARTISAN DR	STE 1160	<u>SALEMSALEM</u>	NH	03079 3079	(<u>978603</u>) <u>828-3379696-123</u> <u>3</u>
BCS BRICK-LLC*	56 BRICK PLZ		BRICK	NJ	08723	(732) 228-4007
Upstate BCS, LLC*	4793 COMMERCIAL DR		NEW HARTFORD	NY	13413	(315) 939-1109

Upstate BCS, LLC*	3409 ERIE BLVD E	STE 165	SYRACUSE	NY	13214	(315) 498-1500
BC SOAP-NY-LLC*	2609 SOUTH RD	STE 30	POUGHKEEPSIE	NY	12601	(845) 792-3690
Upstate BCS, LLC*	5175 TRANSIT RD	STE 300	BUFFALO	NY	14221	(716) 407-6060
HRG Soap Rye Brook, LLC*	134 S RIDGE ST		PORT CHESTER	NY	10573	(914) 305-1353
Upstate BCS, LLC*	1569 NIAGARA FALLS BLVD	STE 500	BUFFALO	NY	14228	(716) 954-4366
Upstate BCS, LLC*	720 JEFFERSON RD	STE 200	ROCHESTER	NY	14623	(585) 286-4939
BCS Cortlandt LLC*	3150 E MAIN ST	STE 300	MOHEGAN LAKE	NY	10547	(941) 743-1932
Upstate BCS, LLC*	417 COMMERCE DR	STE 419	VICTOR	NY	14564	(252) 294-2571
BC Soap NY LLC*	1153 ULSTER AVE		KINGSTON	NY	12401	(845) 383-1484
BCS Holland, LLC≛	7103 ORCHARD CENTRE DR		HOLLAND	ОН	43528	(567) 742-7471
BCS Toledo, LLC <u>*</u>	3444 SECOR RD	STE 215	TOLEDO	ОН	43606	(419) 214-0331
BC SOAP-CINCINNATI, LLC*	3257 VANDERCAR WAY		CINCINNATI	OH	4 5209	(513) 351-0941
BC SOAP-CINCINNATI, LLC*	7414 BEECHMONT AVE		CINCINNATI	OH	45255	(513) 802-5788
BC Soap Cincinnati, LLC*	4044 MORSE XING		COLUMBUS	ОН	43219	(614) 532-7240
BC Soap Columbus LLC*	10709 BLACKLICK EASTERN RD	STE 400	PICKERINGTON	ОН	43147	(614) 762-6448
BC Soap Columbus LLC*	1290 N BRIDGE ST	STE E	CHILLICOTHE	ОН	45601	(740) 851-6031
BC Soap Cincinnati LLC*	3438 WERK RD		CINCINNATI	ОН	45211	(513) 389-9999
BC Soap Cincinnati LLC*	7673 Blake St	Suite 200	LIBERTY TOWNSHIP	ОН	45069	(740) 207-0914
Ozarks Soap, LLC*	9018 N 121ST EAST AVE	STE 100	OWASSO	OK	74055	(918) 212-8201
Ozarks Soap, LLC*	703 W SHAWNEE BYP		MUSKOGEE	OK	74401	(918) 351-7606
BC Soap Allentown LLC*	1249 COMMERCE BLVD	STE A	DICKSON CITY	PA	18519	(570) 291-4554
BCS WILKES-BARRE, BC Soap Wilkes Barre LLC*	407 ARENA HUB PLZ		WILKES-BARRE TOWNSHIP	PA	18702	(570) 477-7200
BC SOAP-ALLENTOWN, LLC*	942 AIRPORT CENTER DR		ALLENTOWN	PA	18109	(484) 820-2267
Ingenuity LLC*	13480 CLEMSON BLVD		SENECA	SC	29678	(864) 722-5108
Ingenuity LLC*	1125 WOODRUFF RD	STE 1603	GREENVILLE	SC	29607	(864) 520-1044
THE SOAP BAKERZ, LLC*	1485 N HIGHWAY 17		MOUNT PLEASANT	SC	29464	(843) 800-1223
Ingenuity LLC*	141 PELHAM DR	STE G	COLUMBIA	SC	29209	(803) 550-9332
Midwest Soap Makers, LLC*	4025 W 41ST ST		SIOUX FALLS	SD	57106	(605) 275-5720

Midwest Soap Makers, LLC*	5902 E 18TH ST		SIOUX FALLS	SD	57110	(605) 271-1597
Ozarks Soap, LLC*	102 COURT SQ E		COVINGTON	TN	38019	(901) 603-6636
Ozarks Soap, LLC*	216 S MILL AVE		DYERSBURG	TN	38024	(731) 734-9104
Harbor Financial, Inc.	1730 S GERMANTOWN RD	STE 121	GERMANTOWN	TN	38138	(901) 440-8900
Ozarks Soap, LLC*	8570 US HIGHWAY 51 N		MILLINGTON	TN	38053	(901) 317-8056
4 Boys Business LLC	5224 AIRLINE RD	STE 115	ARLINGTON	TN	38002	(901) 616-693
Ozarks Soap, LLC*	229 S LINDELL ST		MARTIN	TN	38237	(731) 780-319
ChickaBee Inc.*	124 S MAIN ST		DICKSON	TN	37055	(615) 375-156
Harbor Financial II, LLC	3615 S HOUSTON LEVEE RD	STE 102	COLLIERVILLE	TN	38017	(901) 457-724
Ozarks Soap, LLC*	2615 MEDICAL CENTER PKWY	STE 1500	MURFREESBORO	TN	37129	(615) 624-911
BCS Clarksville, LLC	920 HIGHWAY 76	STE 90	CLARKSVILLE	TN	37043	(901) 451-71
Louisville Soap, LLC*	203 N ANDERSON LN	STE 105	HENDERSONVILLE	TN	37075	(615) 590-850
The Soap Bakerz, LLC*	11277 PARKSIDE DR		KNOXVILLE	TN	37934	(865) 288-400
Ozarks Soap, LLC*	112 W 7TH ST		COLUMBIA	TN	38401	(931) 398-375
The Soap Bakerz, LLC*	1708 E STONE DR	STE 140	KINGSPORT	TN	37660	(423) 390-121
Chattanooga Soap Makers, LLC*	568 NORTHGATE MALL DR	STE 104	<u>CHATTNOOGA</u> CHATTANOOGA	TN	37415	(423) 424-431
The Soap Bakerz, LLC*	1255 INTERSTATE DR	STE 107	COOKEVILLE	TN	38501	(931) 854-908
The Soap Bakerz, LLC∗*	6631 CLINTON HWY	STE 102	KNOXVILLE	TN	37912	(865) 362-549
The Soap Bakerz, LLC*	4327 W ANDREW JOHNSON HWY	STE 3	MORRISTOWN	TN	37813	(423) 839-168
Ozarks Soap, LLC*	2113 MEMORIAL BLVD	STE B	MURFREESBORO	TN	37129	(615) 203-899
Louisville Soap, LLC*	624 DAVIS DR	STE 100	GALLATIN	TN	37066	(615) 675-099
Ozarks Soap, LLC*	3889 LEBANON PIKE		HERMITAGE	TN	37076	(629) 236-473
Chattanooga Soap Makers, LLC*	2115 GUNBARREL RD	STE 2	CHATTANOOGA	TN	37421	(423) 551-989
Ozarks Soap, LLC*	4091 MALLORY LN	STE 108	FRANKLIN	TN	37067	(615) 656-406
The Soap Bakerz, LLC*	228 MORRELL RD		KNOXVILLE	TN	37919	(865) 951-234
Ozarks Soap, LLC*	1319 UNION UNIVERSITY DR	STE B	JACKSON	TN	38305	(731) 513-152
Ozarks Soap, LLC*	3811 GREEN HILLS VILLAGE DR		NASHVILLE	TN	37215	(615) 669-782
The Soap Bakerz, LLC*	503 N STATE OF FRANKLIN RD		JOHNSON CITY	TN	37604	(423) 218-289
Louisville Soap, LLC*	805 INDUSTRIAL BLVD	STE 310	SMYRNA	TN	37167	(615) 751-420

Ozarks Soap, LLC*	782 OLD HICKORY BLVD	STE 120	BRENTWOOD	TN	37027	(615) 733-4078
The Soap Bakerz, LLC*	740 MAIN ST W		OAK RIDGE	TN	37830	(865) 272-2246
The Soap Bakerz, LLC*	5228 N BROADWAY ST		KNOXVILLE	TN	37918	(865) 297-5058
Chattanooga Soap Makers, LLC*	210 PAUL HUFF PKWY NW	STE 300	CLEVELAND	TN	37312	(423) 813-3010
Louisville Soap, LLC*	1433 W. Main Street		LEBANON	TN	37087	(615) 235-3190
Stir & Pour BCS Allen LLC*	820 <u>845</u> W STACY RD	STE 147 <u>165</u>	ALLEN	TX	75013	(972) 832-8064
Stir & Pour Van Alstyne LLC*	136 N MAIN ST		VAN ALSTYNE	TX	75495	(469) 406-7007
BP&W Holdings, LLC *	3530 W UNIVERSITY DR	STE 302	MCKINNEY	TX	75071	(214) 901-2859
Texas Soap Co., LLC	308 W WALNUT ST		CELINA	TX	75009	(469) 202-3151
BCS Sulphur Springs, LLC	217 MAIN ST		SULPHUR SPRINGS	TX	75482	(903) 919-0613
Buff City Soap – Westlake, LLC*	701 S CAPITAL OF TEXAS HWY	STE B270	AUSTINWEST LAKE HILLS	TX	78746	(512) 814-0004
Buff City Soap – Cedar Park, LLC*	2800 E WHITESTONE BLVD	STE 225	CEDAR PARK	TX	78613	(737) 757-1150
Buff City Soap – Vineyard, LLC*	1205 N LOOP 1604 W	STE 101	SAN ANTONIO	TX	78258	(210) 600-4119
Buff City Soap – Jones Crossing, LLC*	11667 FM 2154 RD	STE 600	COLLEGE STATION	TX	77845	(979) 703-1070
BCS-PEARLAND, LLC*	11302 BROADWAY ST	STE 106	PEARLAND	TX	77584	(346) 409-2939
Prosper Soap Company, LLC	1110 S PRESTON RD	STE 30	PROSPER	TX	75078	(469) 481-2288
Suds and Shiny, LLC*	1431 E SOUTHLAKE BLVD	STE 541	SOUTHLAKE	TX	76092	(817) 410-8444
BCS - Cinco Ranch, LLC*	23501 Cinco Ranch Blvd	UNIT B135	KATY	TX	77494	(281) 396-4196
Suds and Shiny, LLC*	1735 E BROAD ST	STE 109	MANSFIELD	TX	76063	(817) 592-3397
BCS - Round Rock, LLC*	210 UNIVERSITY BLVD	STE 160	ROUND ROCK	TX	78665	(512) 843-4100
BCS - Kyle, LLC*	5401 FM 1626	STE 310	KYLE	TX	78640	(512) 504-3063
BCS - Heights, LLC*	2222 N SHEPHERD DR		HOUSTON	TX	77008	(346) 701-8240
Suds and Shiny, LLC*	1724 S LOOP 288		DENTON	TX	76205	(940) 218-1882
BCS - Conroe LLC*	247 S LOOP 336 W	STE 300	CONROE	TX	77304	(936) 207-2503
Suds and Shiny, LLC*	140 NW JOHN JONES DR	STE 148	BURLESON	TX	76028	(682) 224-5480
BCS -SUGARLAND LLC*	15850 SOUTHWEST FWY	STE 300	SUGAR LAND	TX	77478	(346) 345-4337
Ozarks Soap, LLC*	220 RICHMOND RANCH RD		TEXARKANA	TX	75503	(903) 255-7346
BCS - Midland, LLC*	2900 W LOOP 250 N	STE 120	MIDLAND	TX	79705	(432) 217-6503

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BCS - Brenham, LLC*	960 HIGHWAY 290 E	STE 500	BRENHAM	TX	77833	(979) 270-6052
Suds and Shiny, LLC*	1700 N HIGHWAY 77	STE 185	WAXAHACHIE	TX	75165	(409) 736-5883
Texas Soap Co., LLC	102 N MURPHY RD	STE 1027	PLANO	TX	75094	(972) 905-5921
VA Soap Bakerz, LLC*	3911 WARDS RD	STE G	LYNCHBURG	VA	24502	(434) 215-3503
VA Soap Bakerz, LLC*	2235 COLONIAL AVE SW		ROANOKE	VA	24015	(540) 655-9347
VA Soap Bakerz, LLC*	12637 STONE VILLAGE WAY		MIDLOTHIAN	VA	23113	(804) 594-6899
VA Soap Bakerz, LLC*	11341 W BROAD ST	STE 175	GLEN ALLEN	VA	23060	(804) 594-6899
VA Soap Bakerz, LLC*	1601 WILLOW LAWN DR	STE 301C	RICHMOND	VA	23230	(804) 447-7833
The Soap Bakerz, LLC*	12551 JEFFERSON AVE	STE 155	NEWPORT NEWS	VA	23602	(757) 586-3786
Great Lakes Soap, LLC*	3201 GOLF RD	STE A-9	DELAFIELD	WI	53018	(262) 303-0080
Louisville Soap, LLC*	220 R H L BLVD		SOUTH CHARLESTON	WV	25309	(304) 807-9316
Louisville Soap, LLC*	5407 UNIVERSITY TOWN CENTRE DR	STE 4	MORGANTOWN	WV	26501	(304) 244-5141
LOUISVILLE SOAP, LLC*	401 GRAND CENTRAL AVE		VIENNA	₩V	26105	(681) 326-0990
LOUISVILLE-SOAP, LLC*	2064 THUNDERING HERD DR		BARBOURSVILLE	₩V	25504	(304) 955-9801

Franchisees that have closed in 2024

Franchisee	Address Line 1	Address Line 2	Сіту	STATE	ZIPCODEZI P CODE	TELEPHONE
BC SOAP ORLANDO, LLC	11519 REGENCY VILLAGE DR		ORLANDO	FL	32821	(407) 778-4350
BC SOAP MIAMI LLC	9236 WILES RD		POMPANO BEACH	FL	33067	(754) 240-4932
BC SOAP ORLANDO, LLC	653 N ALAFAYA TRL		ORLANDO	FL	32828	(407) 250-6636
WASH UP (BUFF) CHELMSFORD, LLC	90 DRUM HILL RD	STE 6	CHELMSFORD	MA	01824	(978) 364-2322
BCS MN DEVELOPERS	1094 HIGHWAY 15 S		HUTCHINSON	MN	55350	(320) 552-3816
BC SOAP ORLANDO, LLC	3123 S ORANGE AVE	STE 101	ORLANDO	FL	32806	(407) 251-7844
BCS KING OF PRUSSIA, LLC	155 MAIN ST		KING OF PRUSSIA	PA	19406	(484) 310-5550
LOUISVILLE SOAP, LLC	534 EMILY DR		CLARKSBURG	WV	26301	(681) 455-3001
KSC Holdings, LLC	125 GOODMAN RD W	STE E	SOUTHAVEN	MS	38671	(662) 772-1748
BLUE WATER SOAP COMPANY, LLC	6155 S MAIN ST STE	STE E109	AURORA	CO	80016	(303) 627-5720
OZARKS SOAP, LLC	5401 S OLIVE ST	STE 100	PINE BLUFF	AR	71603	(870) 218-2241
BCS QUAKERTOWN, LLC	218 N WEST END BLVD		QUAKERTOWN	PA	18951	(267) 465-5550
LOUISVILLE SOAP, LLC	376 DIEDERICH BLVD	STE 7	ASHLAND	KY	41101	(606) 385-4955
BCS - RICHMOND, LLC	3415 FM 762 RD	STE 130	RICHMOND	TX	77469	(281) 495-5018
BCS - HUNTSVILLE, LLC	193 INTERSTATE 45 S	STE E	HUNTSVILLE	TX	77340	(936) 235-3349

Franchisees that have closed as of July 21, 2025

ENTITY	Address Line 1	Address Line 2	Стту	STATE	ZIP CODE	TELEPHONE
Ozarks Soap, LLC	3520 E RACE AVE		SEARCY	AR	<u>72143</u>	(901) 573-0132
BC-Colorado, LLC	5102 N NEVADA AVE	STE 160	COLORADO SPRINGS	CO	<u>80918</u>	<u>(719) 599-8196</u>
BC Soap Treasure Coast, LLC	5980 20TH ST	_	VERO BEACH	FL	32966	(740) 207-0914
BC Soap Tampa LLC	2689 GULF TO BAY BLVD	STE 1840	CLEARWATER	FL	33759	(740) 207-0914

BC Soap North Florida LLC	3830 SW ARCHER RD	STE 20	GAINESVILLE	<u>FL</u>	32608	(740) 207-0914
South Fork Soap, Inc.	3200 AGENCY ST	STE 120	BURLINGTON	<u>IA</u>	<u>52601</u>	(651) 226-7982
South Fork Soap, Inc.	2300 EDGEWOOD RD SW	STE G	CEDAR RAPIDS	<u>IA</u>	<u>52404</u>	(651) 226-7982
Louisville Soap, LLC	2140 E BOULEVARD	STE 1650	<u>KOKOMO</u>	<u>IN</u>	<u>46902</u>	(615) 525-3222
Louisville Soap, LLC	1303 US HIGHWAY 127 S	STE 108	FRANKFORT	<u>KY</u>	<u>40601</u>	(615) 525-3222
Louisville Soap, LLC	120 MARKET PLACE CIR	STE A	<u>GEORGETOWN</u>	<u>KY</u>	<u>40324</u>	(615) 525-3222
BCS Kentucky LLC	92 CAROTHERS RD	_	<u>NEWPORT</u>	<u>KY</u>	<u>41071</u>	(740) 207-0914
Louisville Soap, LLC	120 JUSTICE WAY	<u>UNIT 140</u>	<u>PIKEVILLE</u>	<u>KY</u>	<u>41501</u>	(615) 525-3222
BCS Pittsfield, LLC	3143 ANN ARBOR SALINE RD	STE A	ANN ARBOR	<u>MI</u>	<u>48103</u>	(248) 808-4365
BCS MN Developers	4190 108TH AVE NE	STE 110	MINNEAPOLIS	<u>MN</u>	<u>55449</u>	(763) 245-7913
Midwest Soap Makers, LLC	2007 W FOXWOOD DR	STE E	<u>RAYMORE</u>	<u>MO</u>	<u>64083</u>	<u>(402) 770-1886</u>
Harbor Financial III LLC	400 S LAMAR BLVD	STE B	<u>OXFORD</u>	MS	<u>38655</u>	(901) 487-9400
The Soap Bakerz, LLC	501 N BERKELEY BLVD	STE D	GOLDSBORO	<u>NC</u>	<u>27534</u>	(865) 282-5727
The Soap Bakerz, LLC	1469 UNIVERSITY DR	STE C	BURLINGTON	<u>NC</u>	<u>27215</u>	(865) 282-5727
The Soap Bakerz, LLC	3401 RALEIGH ROAD PKWY W	STE 1C	WILSON	<u>NC</u>	<u>27896</u>	(865) 282-5727
BCS Brick LLC	56 BRICK PLZ	_	<u>BRICK</u>	NJ	<u>08723</u>	(248) 808-4365
BC Soap NY LLC	2609 SOUTH RD	STE 30	<u>POUGHKEEPSIE</u>	NY	<u>12601</u>	(740) 207-0914
BC Soap Cincinnati, LLC	7414 BEECHMONT AVE	=	<u>CINCINNATI</u>	<u>OH</u>	<u>45255</u>	(740) 207-0914
BC Soap Cincinnati, LLC	3257 VANDERCAR WAY	_	<u>CINCINNATI</u>	<u>OH</u>	<u>45209</u>	(740) 207-0914
BC Soap Allentown, LLC	942 AIRPORT CENTER DR	_	<u>ALLENTOWN</u>	<u>PA</u>	<u>18109</u>	(740) 207-0914
The Soap Bakerz, LLC	<u>1485 N HIGHWAY 17</u>	_	MOUNT PLEASANT	<u>SC</u>	<u>29464</u>	(865) 282-5727
BCS - Sugarland LLC	15850 SOUTHWEST FWY	STE 300	SUGAR LAND	TX	<u>77478</u>	(630) 740-1954
BCS-Pearland, LLC	11302 BROADWAY ST	<u>STE 106</u>	<u>PEARLAND</u>	<u>TX</u>	<u>77584</u>	(346) 409-2939
Louisville Soap, LLC	401 GRAND CENTRAL AVE	_	<u>VIENNA</u>	WV	<u>26105</u>	(615) 525-3222
Louisville Soap, LLC	2064 THUNDERING HERD DR	_	BARBOURSVILLE	WV	<u>25504</u>	(615) 525-3222

Franchisees with Franchise Agreements not yet Operational as of the Fiscal Year Ended December 29, 2024

None.

Transfers during the Fiscal Year Ended December 29, 2024

Franchisee	Address	<u>City</u>	<u>St.</u>	ZIP	<u>Telephone</u>
KSC Holdings2 LLC	898 BARNES CROSSING RD	TUPELO	MS	38804	(662) 891-2192

^{*} These franchisees have left the system in 2024

Franchisee	Address	<u>City</u>	<u>ST.</u>	<u>Zip</u>	TELEPHONE
KSC Holdings2 LLC*	898 BARNES CROSSING RD	TUPELO	MS	38804	(662) 891-2192
BLUE WATER SOAP COMPANY,					
LLC*	6155 S MAIN ST STE	AURORA	CO	80016	(303) 627-5720

Transfers from December 29, 2024 until July 21, 2025

Franchisee	Address	<u>City</u>	<u>ST.</u>	ZIP	<u>Telephone</u>
BC-Colorado, LLC	5050 FACTORY SHOPS BLVD SUITE 175	CASTLE ROCK	<u>CO</u>	<u>80108</u>	<u>(719) 599-8196</u>
BC-Colorado, LLC	5935 Dublin Boulevard, Suite 160	COLORADO SPRINGS	<u>CO</u>	<u>80923</u>	<u>(719) 599-8196</u>
BCS WILKES-BARRE, LLC	397 Arena Hub Plaza	WILKES-BARRE TOWNSHIP	<u>PA</u>	<u>18702</u>	(248) 808-4365

* These franchisees have left the system from December 29, 2024 until July 21, 2025

FRANCHISEE	Address	<u>City</u>	<u>St.</u>	<u>Zip</u>	TELEPHONE
BC-Colorado, LLC	5050 FACTORY SHOPS BLVD SUITE 175	<u>Castle Rock</u>	<u>CO</u>	<u>80108</u>	<u>(719) 599-8196</u>
BC-Colorado, LLC	5935 Dublin Boulevard, Suite 160	COLORADO SPRINGS	<u>CO</u>	<u>80923</u>	<u>(719) 599-8196</u>
BC-Colorado, LLC	5102 N Nevada Ave., Suite 160	COLORADO SPRINGS	<u>CO</u>	<u>80918</u>	<u>(719) 599-8196</u>

STATE EFFECTIVE DATES

The following states require that the Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington, and Wisconsin.

This Disclosure Document is either registered or exempt from registration in the following states having franchise registration and disclosure laws, with the following effective dates:

State	Registration Date
California	Pending
Hawaii	Pending
Illinois	May 29, 2025 Pending
Indiana	May 9, 2025, as amended
Maryland	July 3, 2025 (Separate Document) Pending
Michigan	May 7, 2025, as amended
Minnesota	May 30, 2025 Pending
New York	Pending
North Dakota	May 8, 2025 Pending
Rhode Island	May 15, 2025 Pending
South Dakota	May 8, 2025, as amended
Virginia	July 16, 2025 Pending
Washington	Pending
Wisconsin	May 7, 2025 as amended

Other states may require registration, filing, or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT

This disclosure document summarizes certain provisions of the Franchise Agreement, Area Development Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Buff City Soap Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

Applicable state laws in (a) Michigan requires that we provide you the disclosure document at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale and (b) New York and Rhode Island require us to provide you the disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Buff City Soap Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (as listed in Exhibit G to this disclosure document).

The name, principal business address, and telephone number of the franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Alex Tosta	5294 Beltline Road, Suite 100, Dallas, TX 75254	1-844-283-2489
Dorvin Lively	5294 Beltline Road, Suite 100, Dallas, TX 75254	1 844 283 2489
Enrique Ramirez	5294 Beltline Road, Suite 100, Dallas, TX 75254	1-844-283-2489
Lisa Chiono	5294 Beltline Road, Suite 100, Dallas, TX 75254	1-844-283-2489

Issuance date: May 7, 2025, as amended September 22, 2025.

I received a disclosure document dated May 7, 2025 as amended September 22, 2025. The disclosure document included the following Exhibits:

Exhibit A	Franchise Agreement including forms of Automated Clearing House Payment Authorization; Guaranty and Restriction Agreement; Management Confidentiality and Non-Competition Agreement; Lease Rider;
	Franchise Agreement Addenda Required by Certain States; Receipt of Manuals and Confidentiality
	Agreement;
Exhibit B	Area Development Agreement
Exhibit C	Form of General Release
Exhibit D	Form of Non-Disclosure and Non-Use Agreement
Exhibit E	Disclosure Document Addenda Required by Certain States
Exhibit F	Financial Statements
Exhibit G	State Administrators and Agents for Service of Process
Exhibit H	Table of Contents of Manuals
Exhibit I	Names and Addresses of Franchisees
Exhibit J	Training Liability Waiver
Exhibit K	State Effective Dates and Receipts
l:	

Dated:______ Individually and as an Officer

	Printed Name	
of		
(a		Corporation)
(a		Partnership)
(a		Limited Liability Company)

[Keep this page for your records]

RECEIPT OF FRANCHISE DISCLOSURE DOCUMENT

This disclosure document summarizes certain provisions of the Franchise Agreement, Area Development Agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If Buff City Soap Franchising, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale, or sooner if required by applicable state law.

Applicable state laws in (a) Michigan requires that we provide you the disclosure document at least 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale and (b) New York and Rhode Island require us to provide you the disclosure document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

If Buff City Soap Franchising, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, D.C. 20580 and any applicable state agency (as listed in <u>Exhibit G</u> to this disclosure document).

The name, principal business address, and telephone number of the franchise seller offering the franchise is:

Name	Principal Business Address	Telephone Number
Alex Tosta	5294 Beltline Road, Suite 100, Dallas, TX 75254	1-844-283-2489
Dorvin Lively	5294 Beltline Road, Suite 100, Dallas, TX 75254	1 844 283 2489
Enrique Ramirez	5294 Beltline Road, Suite 100, Dallas, TX 75254	1-844-283-2489
Lisa Chiono	5294 Beltline Road, Suite 100, Dallas, TX 75254	1-844-283-2489

Issuance date: May 7, 2025, as amended September 22, 2025

I received a disclosure document dated May 7, 2025 as amended September 22, 2025. The disclosure document included the following Exhibits:

Exhibit A	Franchise Agreement including forms of Automated Clearing House Payment Authorization; Guaranty and Restriction Agreement; Management Confidentiality and Non-Competition Agreement; Lease Rider; Franchise Agreement Addenda Required by Certain States; Receipt of Manuals and Confidentiality Agreement;	
Exhibit B	Area Development Agreement	
Exhibit C	Form of General Release	
Exhibit D	Form of Non-Disclosure and Non-Use Agreement	
Exhibit E	Disclosure Document Addenda Required by Certain States	
Exhibit F	Financial Statements	
Exhibit G	State Administrators and Agents for Service of Process	
Exhibit H	Table of Contents of Manuals	
Exhibit I	Names and Addresses of Franchisees	
Exhibit J	Training Liability Waiver	
Exhibit K	State Effective Dates and Receipts	
Dated:		
	Individually and as an Officer	
	Printed Name	
	of	

Corporation)

Limited Liability Company)

Partnership)