

Lights Franchise, your contact information may be disclosed to other buyers when you leave the Franchise System.

As of the Issuance Date of this Franchise Disclosure Document, we do not have any previously owned franchises for sale.

As of the Issuance Date of this Franchise Disclosure Document, there are no franchise organizations sponsored or endorsed by us and no independent franchisee organizations have asked to be included in this Franchise Disclosure Document. We do not have any trademark specific Franchise organizations.

ITEM 21 FINANCIAL STATEMENTS

The financial statements listed below are attached to this franchise disclosure document as Exhibit N:

1. Audited financial statements as of December 31, 2024 for the period from May 18, 2022 through December 31, 2024.

We have not been operating for 3 years or more and cannot include all the financial statements required by the Rule for our last three years.

Franchisor's fiscal year end is December 31.

ITEM 22 CONTRACTS

The following contracts are attached to this franchise disclosure document in the following order:

- Exhibit D – Franchise Agreement
- Exhibit E – Area Development Agreement
- Exhibit F-1 – Authorization for Prearranged Payments Agreement (Direct Debits)
- Exhibit F-2 – Promissory Note
- Exhibit F-3 – Guaranty
- Exhibit F-4 – Security Agreement
- Exhibit G – Telephone Number Assumption Agreement
- Exhibit H-1 – Transfer and Release Agreement
- Exhibit H-2 – Commission Agreement
- Exhibit H-3 – Escrow Agreement
- Exhibit I – General Release
- Exhibit M-1 – Franchise Disclosure Questionnaire
- Exhibit M-2 – Confidentiality Agreement

**ADDENDUM TO THE
BFB LIGHT FRANCHISING, LLC
FRANCHISE DISCLOSURE DOCUMENT**

FOR THE STATE OF MINNESOTA:

ITEM 5 of the disclosure document is amended as follows:

The Minnesota Department of Commerce has required the Franchisor to assure its financial capability. Accordingly, we defer the payment of the Initial Franchise Fee until we have satisfied our pre-opening obligations and the Franchised Business opens for business. Upon the occurrence of these conditions, you must pay us the Initial Franchise Fee.

ITEM 13 of the disclosure document is amended as follows:

As required by the Minnesota Franchise Act, Minn. Stat. Sec. 80C.12, Subd.1(g), Franchisor will reimburse the Franchisee for any costs incurred by the Franchisee in the defense of the Franchisee's right to use the Marks, so long as the Franchisee was using the Marks in the manner authorized by Franchisor, and so long as Franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.

ITEM 17 of the disclosure document is amended as follows:

With respect to franchises governed by Minnesota law, the Franchisor will comply with Minn. Stat. Sec. 80C.14, Subds. 3, 4 and 5 which require, except in certain specified cases, (1) that a Franchisee be given 90 days' notice of termination (with 60 days to cure) and 180 days' notice of non-renewal of the Agreement and (2) that consent to the transfer of the Franchise will not be unreasonably withheld.

Item 17 does not provide for a prospective general release of claims against Franchisor which may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.

Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400(J) prohibit Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of your rights as provided for in Minnesota Statutes, Chapter 80C, or (2) your rights to any procedure, forum or remedies provided for by the laws of the jurisdiction. Further, Franchisee cannot consent to Franchisor obtaining injunctive relief; but, the Franchisor may seek injunctive relief.

No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims

**ADDENDUM TO THE FRANCHISE AGREEMENT
BFB LIGHT FRANCHISING, LLC**

FOR THE STATE OF MINNESOTA

This Addendum to the Franchise Agreement is entered into this ___ day of _____, 20___, between **BFB LIGHT FRANCHISING, LLC** (“we”, “us” or “Franchisor”) and _____ (“you” or “Franchisee”) to amend and revise said Franchise Agreement as follows:

1. In recognition of the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860.4400, et. seq., the parties to the attached Franchise Agreement agree as follows:

- a. Sections 2.b and 8 shall be amended to add that with respect to franchises governed by Minnesota law, the Franchisor will comply with the Minnesota Franchise Law which requires, except in certain specified cases, that a Franchisee be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of the Agreement.
- b. Sections 2.b and 13.j do not provide for a prospective general release of claims against Franchisor which may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400(D) prohibits a franchisor from requiring a franchisee to assent to a general release.
- c. Section 4.a of the Franchise Agreement shall be amended to add:

Notwithstanding the foregoing, the Minnesota Department of Commerce requires us to defer payment of the Initial Franchise Fee until we have completed pre-opening obligations contained in this Agreement and the Franchised Business is open for business.
- d. ~~e.~~ Section 6.d shall be amended to add that as required by Minnesota Franchise Act, Franchisor will reimburse you for any costs incurred by you in the defense of your right to use the Marks, so long as you were using the Marks in the manner authorized by Franchisor, and so long as Franchisor is timely notified of the claim and is given the right to manage the defense of the claim including the right to compromise, settle or otherwise resolve the claim, and to determine whether to appeal a final determination of the claim.
- e. ~~d.~~ Section 15.a shall be amended to add that Franchisor shall not in any way abrogate or reduce Franchisee’s rights as provided for under the Minnesota Franchise Law including the right to submit matters to the jurisdiction of the courts of Minnesota.

f. ~~e.~~ In addition, Section 15.g shall be amended to state that any claim concerning the Franchised Business or this Agreement or any related agreement will be barred unless an action for the claim is commenced within three (3) years from the date on which Franchisee or Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to or the claim.

g. ~~f.~~ Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400(J) prohibit Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of Franchisee's rights as provided for in Minnesota Statutes, Chapter 80C, or (2) Franchisee's rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Law applicable to the provisions are met independent of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Franchise Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

3. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims of fraud under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum understands and consents to be bound by all of its terms.

BFB LIGHT FRANCHISING, LLC

By: _____
Name: _____
Title: _____

Franchisee: _____

By: _____
Name: _____
Title: _____

**ADDENDUM TO THE AREA DEVELOPMENT AGREEMENT
BFB LIGHT FRANCHISING, LLC**

FOR THE STATE OF MINNESOTA

This Addendum to the Area Development Agreement is entered into this ____ day of _____, 20__, between **BFB LIGHT FRANCHISING, LLC** (“we”, “us” or “Franchisor”) and _____ (“you” or “Area Developer”) to amend and revise said Area Development Agreement as follows:

1. In recognition of the Minnesota Franchise Law, Minn. Stat., Chapter 80C, Sections 80C.01 through 80C.22, and the Rules and Regulations promulgated pursuant thereto by the Minnesota Commission of Securities, Minnesota Rule 2860.4400, et. seq., the parties to the attached Area Development Agreement agree as follows:

- a. Section 2.1 of the Area Development Agreement shall be amended to add:

Notwithstanding the foregoing, the Minnesota Department of Commerce requires us to defer payment of the Cumulative Fee until we have completed pre-opening obligations as set forth in the applicable Franchise Agreement for a Franchised Business and the Franchised Business is open for business. The Cumulative Fee must be paid proportionally with respect to each Franchised Business.
- ab. Sections 4 and 6 shall be amended to add that with respect to franchises governed by Minnesota law, the Franchisor will comply with the Minnesota Franchise Law which requires, except in certain specified cases, that an Area Developer be given 90 days’ notice of termination (with 60 days to cure) and 180 days’ notice of non-renewal of the Agreement.
- bc. Section 14 does not provide for a prospective general release of claims against Franchisor which may be subject to the Minnesota Franchise Law. Minn. Rule 2860.4400(D) prohibits an area developer from requiring a franchisee to assent to a general release.
- ed. Section 16.1 shall be amended to add that Franchisor shall not in any way abrogate or reduce Area Developer’s rights as provided for under the Minnesota Franchise Law including the right to submit matters to the jurisdiction of the courts of Minnesota.
- de. In addition, Section 16.1 shall be amended to state that any claim concerning the Franchised Business or this Agreement or any related agreement will be barred unless an action for the claim is commenced within three (3) years from the date on which Area Developer or

Franchisor knew or should have known, in the exercise of reasonable diligence, of the facts giving rise to or the claim.

ef. Minn. Stat. Sec. 80C.21 and Minn. Rule 2860.4400(J) prohibit Franchisor from requiring litigation to be conducted outside Minnesota, requiring waiver of a jury trial, or requiring the franchisee to consent to liquidated damages, termination penalties or judgment notes. In addition, nothing in the Franchise Disclosure Document or agreement(s) can abrogate or reduce (1) any of Area Developer’s rights as provided for in Minnesota Statutes, Chapter 80C, or (2) Area Developer’s rights to any procedure, forum or remedies provided for by the laws of the jurisdiction.

2. Each provision of this Addendum shall be effective only to the extent that the jurisdictional requirements of the Minnesota Franchise Law applicable to the provisions are met independent of this Addendum. To the extent this Addendum shall be deemed to be inconsistent with any terms or conditions of said Area Development Agreement or exhibits or attachments thereto, the terms of this Addendum shall govern.

3. No statement, questionnaire or acknowledgment signed or agreed to by a franchisee in connection with the commencement of the franchise relationship shall have the effect of (i) waiving any claims of fraud under any applicable state franchise law, including fraud in the inducement, or (ii) disclaiming reliance on any statement made by any franchisor, franchise seller, or other person acting on behalf of the franchisor. This provision supersedes any other term of any document executed in connection with the franchise.

IN WITNESS WHEREOF, each of the undersigned hereby acknowledges having read this Addendum understands and consents to be bound by all of its terms.

BFB LIGHT FRANCHISING, LLC

By: _____
Name: _____
Title: _____

Area Developer: _____

By: _____
Name: _____
Title: _____

EXHIBIT N

FINANCIAL STATEMENTS

1. Audited financial statements as of December 31, 2024 [for the period from May 18, 2022 through December 31, 2024.](#)

We have not been operating for 3 years or more and cannot include all the financial statements required by the Rule for our last three years.

Summary report: Litera Compare for Word 11.9.1.1 Document comparison done on 5/20/2025 12:12:31 PM	
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Intelligent Table Comparison: Active	
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Modified DMS: iw://cloudimanager.com/IMANACTIVE/30584756/9	
Changes:	
<u>Add</u>	54
Delete	44
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	98