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February 11, 2025

Mr. Geoff Spray
Minnesota Department of Commerce
85 – 7th Place East
Suite 280
St. Paul, Minnesota 55101-2198

**VIA ELECTRONIC FILING
AND FEDERAL EXPRESS**

Re: Franchise Registration Amendment Application for:
Amazing Lash Franchise, LLC
File No. 8741

Dear Mr. Spray:

Enclosed please find a check in the amount of \$100.00 for your fees. Please note that the following materials were filed electronically in connection with the franchise registration amendment application of the above-referenced franchisor:

1. Uniform Franchise Registration Application;
2. Franchise Seller Disclosure Form for Amanda Clayton Millikan; and
3. One red-lined copy of the revised FDD showing those pages with changes.

We are also enclosing the confirmation page from the Minnesota Department of Commerce's website showing the submission of the filing of the above-mentioned documents.

If you have any questions or comments regarding this amendment application, please feel free to contact me.

Very truly yours,

Elizabeth S. Dillon

ESD/mdr
Enclosures

UNIFORM FRANCHISE REGISTRATION APPLICATION

File No. 8741
(Insert file number of immediately
preceding filing of Applicant)

State: Minnesota

Fee: \$100

APPLICATION FOR (Check only one):

 INITIAL REGISTRATION OF AN OFFER AND SALE OF FRANCHISES
 RENEWAL APPLICATION OR ANNUAL REPORT
 PRE-EFFECTIVE AMENDMENT
 X POST-EFFECTIVE MATERIAL AMENDMENT

1. Full legal name of Franchisor:

Amazing Lash Franchise, LLC

2. Name of the franchise offering:

Amazing Lash Studio

3. Franchisor's principal business address:

1890 Wynkoop Street, Unit 1
Denver, CO 80202

4. Name and address of Franchisor's agent in this State authorized to receive service of process:

Commissioner of Commerce
Minnesota Department of Commerce
85 – 7th Place East, Suite 280
St. Paul, MN 55101

5. The states in which this application is or will be shortly on file:

California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York,
North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin

6. Name, address, telephone and facsimile numbers, and email address of person to whom communications regarding this application should be directed:

Liz Dillon, Lathrop GPM LLP, 3100 IDS Center, 80 S. 8th St., Minneapolis, MN 55402,
Telephone: (612) 632-3284, Fax: (612) 632-4284, liz.dillon@lathropgpm.com

Certification

I certify and swear under penalty of law that I have read and know the contents of this application, including the Franchise Disclosure Document with an issuance date of April 1, 2024, as amended February 11, 2025, attached as an exhibit, and that all material facts stated in all those documents are accurate and those documents do not contain any material omissions. I further certify that I am duly authorized to make this certification on behalf of the Franchisor and that I do so upon my personal knowledge.

Signed at Louisville, Kentucky, on February 10, 2025

Franchisor:**AMAZING LASH FRANCHISE, LLC**

By: Sarah Osborn Hill

Name: Sarah Osborn Hill

Title: VP, Head of Legal

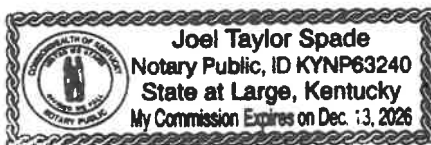
CORPORATE ACKNOWLEDGMENT

[illegible]

On this 10 day of February, 2025, before me, the undersigned Notary Public, personally appeared Sarah Osborn Hill, known personally to me to be the VP, Head of Legal of Amazing Lash Franchise, LLC, and that she, as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of the limited liability company by herself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public



FRANCHISE DISCLOSURE DOCUMENT



AMAZING LASH FRANCHISE, LLC
(a Delaware limited liability company)
1890 Wynkoop Street, Unit 1
Denver, Colorado 80202
855.LASH.USA (855.527.4872)
franchise@amazinglashstudio.com
www.amazinglashstudio.com

The franchise being offered is a retail salon business utilizing the “Amazing Lash Studio” name and offering luxury, semi-permanent, and temporary eyelash services, eyebrow services, facial hair removal, facial and beauty treatments, and related products and services.

The ~~estimated~~total investment necessary to begin operation of an Amazing Lash Studio® franchise is \$436,334 to \$707,674. This includes \$116,974 to \$126,474 that must be paid to the franchisor or its affiliate(s).

The estimated initial investment necessary to develop two or more Studios under our form of Area Development Agreement depends on the number of franchises that we grant you the right to open. By way of example, the estimated initial investment associated with acquiring the right to develop two to three Studios according to an Area Development Agreement and necessary to begin operations of the first of those Studios ranges from \$486,334 to \$762,674, which includes: (a) a Development Fee amounting to \$100,000 to \$105,000 payable to us upon signing, and (b) the initial investment to begin operations of the initial franchised Studio you are required to development within your Development Area. If you develop more than three Studios, the Development Fee will increase by \$25,000 to \$35,000 per Studio, depending on the number of Studios developed.

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

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosures in different formats, contact Amazing Lash Franchise, LLC, Legal Department at 1890 Wynkoop Street, Unit 1, Denver, Colorado 80202, (303) 663-0880.

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “A Consumer’s Guide to

Buying a Franchise,” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW., Washington, D.C. 20580. You can also visit the FTC’s home page at www.ftc.gov for additional information. Call your state agency or visit your public library for other sources of information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

| Issuance Date: April 1, 2024, as amended February 11, 2025

Special Risks to Consider About *This Franchise*

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement and area development agreement require you to resolve disputes with the franchisor by arbitration and/or litigation only in Denver, Colorado. Out-of-state arbitration or litigation may force you to accept a less favorable settlement for disputes. It may also cost you more to arbitrate or litigate with the franchisor in Colorado than in your own state.
2. **Supplier Control.** You must purchase all or nearly all of the inventory or supplies that are necessary to operate your business from the franchisor, its affiliates, or suppliers that the franchisor designates, at prices the franchisor or its affiliates or third-party suppliers set. These prices may be higher than prices you could obtain elsewhere for similar goods. This may reduce the anticipated profit of your franchise business.
3. **Spousal Liability.** Your spouse must sign a document that makes your spouse liable for all financial obligations under the franchise agreement even though your spouse has no ownership interest in the franchise. This guarantee will place both your and your spouse's marital and personal assets, perhaps including your house, at risk if your franchise fails.
4. **Financial Condition.** The Franchisor's financial condition as reflected in its financial statements (see Item 21) calls into question the Franchisor's financial ability to provide services and support to you.
5. **Unopened Franchises.** The franchisor has signed a significant number of franchise agreements with franchisees who have not yet opened their outlets. If other franchisees are experiencing delays in opening their outlets, you also may experience delays in opening your outlet.

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

standards pertaining to employee health and safety, (6) set standards and requirements for fire safety and general emergency preparedness, and (7) regulate the proper use, storage and disposal of waste and other hazardous materials. For example, in Texas, you must obtain an eyelash extension salon license/beauty salon license from the Texas Department of License and Regulations before beginning operation of your Studio. It is important to note that most states require stylists who provide permanent makeup services be certified health professionals, licensed as an esthetician, cosmetologist, or nurse. In addition, some states impose a similar minimum certification or license requirement on stylists who apply eyelash extensions. You are solely responsible for investigating the license/permit requirements in your state.

You must also comply with all other local, state, and federal laws that apply to your operations, including health, sanitation, smoking, EEOC, OSHA, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), discrimination, employment, and sexual harassment laws. The Americans with Disabilities Act of 1990 requires readily accessible accommodations for disabled people and may affect your building construction, site design, entrance ramps, doors, seating, bathrooms, drinking facilities, etc. You must also obtain real estate permits, licenses, and operational licenses for your business and employees and stylists.

You must comply with all payment card infrastructure ("PCI") industry and government security standards and requirements designed to protect cardholder data. PCI standards apply to both technical and operational aspects of credit card and other payment card transactions and apply to all organizations which store, process or transmit cardholder data.

We recommend that you consult with legal counsel or other professional advisors to help you investigate and understand all laws applicable to your business before you purchase a franchise. It is your sole responsibility to thoroughly investigate which regulations and/or licensing requirements are imposed by your state and local government authorities.

ITEM 2. BUSINESS EXPERIENCE

Amanda Clark, Chief Executive Officer and Manager

Ms. Clark has been our Chief Executive Officer, and has held the same position at WellBiz and with our affiliates, since March 2024 in Denver, Colorado. From February 2020 until March 2024, Ms. Clark held various roles with Papa John's Franchising, LLC in Atlanta, Georgia, including most recently as Chief Operating Officer for International from September 2023 to March 2024. From February 2019 to February 2020, Ms. Clark served as the Executive Vice President for Restaurant Experience for Taco Bell, Inc.

Robert Bell, Chief Financial Officer and President

~~Mr. Bell has been our Chief Financial Officer, and has held the same position at WellBiz and with our affiliates, since May 2019 in Denver, Colorado. From March 2019 to May 2019, Mr. Bell served as our Senior Vice President of Finance and held the same position at WellBiz and with our affiliates. From September 2018 to February 2019, Mr. Bell served as our Vice President of Finance and held the same position at WellBiz and with our affiliates from April 2018 to February 2019 in Irvine, California.~~

Ankin Laysha, Chief Operating Officer

Ms. Laysha has been our Chief Operating Officer, and has held the same position at WellBiz and with our affiliates since March 2023 in Denver, Colorado. From September 2019 to February 2023, Ms. Laysha served as Senior Director of Strategy and Design for 24 Hour Fitness in Carlsbad, California. From July 2016 to September 2019, Ms. Laysha served as an Engagement Manager for McKinsey &

Company in Los Angeles, California.

Kristin Brink, Chief Financial Officer

Ms. Brink has been our Chief Financial Officer since January 2025 in Denver, Colorado. From July 2022 to December 2024, Ms. Brink served as VP Finance/CFO & VP IT for La Terra Fina in Union City, California. From December 2005 to July 2022, Ms. Brink served as Managing Director, Finance for The Clorox Company in Oakland, California.

Elyse Blouin, Chief Marketing Officer

Ms. Blouin has been our Chief Marketing Officer since August 2024 in Denver, Colorado. Ms. Blouin held various roles for Lowe's Home Improvement in Mooresville, North Carolina, including Sr. Director, Media & Personalization from February 2021 to May 2022, and Sr. Director, Digital Marketing from July 2019 to January 2021.

Amanda Clayton Millikan, VP, Real Estate & Construction

Ms. Millikan has been our VP, Real Estate & Construction since December 2024 in Denver, Colorado. From November 2022 to December 2024, Ms. Millikan served as SVP, Development for Bonchon Korean Fried Chicken in Dallas, Texas. From July 2021 to October 2022, Ms. Millikan served as Head of Franchise Development for Yogurtland in Farmers Branch, Texas. From September 2020 to June 2021, Ms. Millikan served as Chief Development Officer for WoodHouse in Dallas, Texas. From July 2015 to March 2020, Ms. Millikan served as Chief Strategy Officer for Which Wich Superior Sandwiches in Dallas, Texas.

ITEM 3. LITIGATION

Pending

ITEM 3. LITIGATION

Completed

Fatema Sayed, Mortaza Sayed and Amzlash, LLC v. Amazing Lash Franchise, LLC (American Arbitration

Association Case No. 01-21-002-5415, filed March 30, 2021, amended August 23, 2021). Claimants (former Amazing Lash Studio franchisees) filed a demand for arbitration against Franchisor alleging that Franchisor violated the California Franchise Investment Law ("CFIL") by failing to provide Claimants with the then-current form of Franchise Disclosure Document, violated California's Unfair Competition Law ("UCL") in connection with Franchisor's minimum advertised pricing policy and vendor selection, and breached the franchise agreement's implied covenant of good faith and fair dealing. Claimants sought rescission of their franchise agreements, actual damages, and attorneys' fees and costs. In response, Franchisor disputed Claimants' claims and allegations and asserted various defenses, including that the CFIL claim is barred by the statute of limitations; California's UCL does not apply due to the choice of law provision in the franchise agreement; Claimants signed a valid release of claims releasing Franchisor from liability; and Claimants cannot establish the elements of any of their claims in any event. In addition, Franchisor brought counterclaims against Franchisee for breach of the franchise agreement and misappropriation of trade secrets under federal and state law. Franchisor also sought preliminary and permanent injunctive relief, compensatory damages, attorneys' fees and costs, and sanctions against Claimants. In July 2021 and May 2022, Franchisor was awarded preliminary injunctive relief and

sanctions against Claimants. The final arbitration hearing took place in October 2022, and Franchisor prevailed on all claims and counterclaims. The arbitrator also found in Franchisor's favor on its counterclaims against Claimants under state and federal law. The arbitrator awarded Franchisor lost revenue damages and attorneys' fees and costs, and entered a permanent injunction against Claimants, barring them from any use of Franchisor's trade secrets.

Amazing Lash Franchise, LLC v. Justin Perry, Corina Perry, ALS 1, LLC and ALS 2, LLC. (Cause No. 2023-21286, in the District Court of Harris County, Texas, 133rd Judicial District, filed April 3, 2023, amended June 28, 2023). Franchisor filed Original and Amended Petitions against Defendants (former franchisees), bringing claims for breach of the franchise agreements and trade secret misappropriation, and seeking declaratory relief related to the Franchisor's contractual right to require Defendants to use approved suppliers, including Wellness and Vitality Exchange ("WAVE"). Franchisor also sought and was awarded a temporary restraining order related to Defendants' breaches and trade secret misappropriation. Franchisor further ~~seeks~~sought a permanent injunction, equitable relief, compensatory damages, and attorneys' fees and costs. Defendants filed counterclaims against the Franchisor seeking a declaratory judgment that client information is Defendants' trade secret, the Operations Manual is unconscionable, their franchise agreements were improperly terminated, and the noncompete provisions in the franchise agreements are unenforceable. Defendants also ~~assert a counterclaim~~asserted counterclaims for breach of contract related to the Franchisor's pricing, supply, and quality of WAVE's eyelash products, the Franchisor's use of advertising funds, amendments ~~made~~ to the Operations Manual, and the Franchisor's operational support. Defendants seekssought economic and noneconomic damages, rescission of the franchise agreements, and attorneys' fees and costs. ~~Trial is set to start on August 5, 2024.~~

In December 2024, the case resolved with a confidential settlement agreement wherein Defendants agree to pay Franchisor a total of \$250,000, with \$45,000 paid in January 2025 and the remainder paid over three years. In exchange, Franchisor permitted Defendants to operate one of their eyelash businesses at a specific location and to use their "lead list" related to that business. Franchisor and Defendants also executed mutual releases. Further, the Court entered an agreed judgment in favor of the Franchisor on its claim for declaratory relief and request for a permanent injunction. Specifically, the Court entered judgment (1) finding that Franchisor did not breach the franchise agreements by requiring Defendants to use approved suppliers, including WAVE; (2) entering a permanent injunction against Defendants, enjoining them from copying, disclosing, or using in any manner whatsoever the customer and member information they took from Franchisor's point-of-sale system; and (3) dismissing the remainder of the parties' claims and counterclaims with prejudice.

Amazing Lash Franchise, LLC v. Mia Cummings, Phillip Bruce Cummings, and Blue Light Coming, LLC. (Cause No. 2023-45708, in the District Court of Harris County, Texas, 295th Judicial District, filed July 21, 2023). Franchisor filed an Original Petition against Defendants (franchisees at the time) seeking declaratory relief related to Franchisor's ability to require that Defendants use approved suppliers, as well as an award of attorneys' fees and costs. Defendants filed counterclaims against Franchisor and NSG Northern Sun Group LLC f/k/a Amazing Lash Studio Franchise, LLC ("ALSF"), for fraudulent inducement related to Franchisor's claim of ownership over client information; breach of contract related to the supply and quality of products, selection of suppliers, digital marketing strategy, and ownership of client information. Defendants also sought declaratory judgments that all client information was Defendants' trade secret, the noncompete provisions in the franchise agreement were unenforceable, and they did not breach the franchise agreement by purchasing unapproved products from unapproved suppliers. Defendants sought economic damages, rescission of their franchise agreement, injunctive relief, and attorneys' fees and costs. In July 2024, the case resolved with a confidential settlement agreement, wherein Franchisor agreed to the termination of Defendants' franchise agreement and Defendants agreed

to pay certain amounts tied to transfer fees and gift card liability and to comply with all post-termination obligations in the franchise agreement. Franchisor and Defendants also executed mutual releases. Further, the Court entered an agreed judgment in favor of Franchisor on its claim for declaratory relief. Specifically, the Court entered judgment (1) finding that Franchisor did not breach the parties' franchise agreement by requiring Defendants to use approved suppliers, including Wellness and Vitality Exchange; and (2) dismissing all of Defendants' counterclaims with prejudice.

Cassandra Ghaffar; Fahad Ghaffar; Optimum Paradigm (Garland), LLC; Brass & Rose Investments, LLC.; Brass & Rose-Kyle, LLC; Optimum Paradigm Fairview, LLC; Optimum Paradigm Rockwall, LLC; And Optimum Paradigm McKinney, LLC; v. Amazing Lash Franchise LLC, Wellness and Vitality Exchange ("WAVE"), WellBiz Brands, Inc., and Amazing Lash Studio Franchise LLC (JAMS Arbitration Case ID 34086, Denver, Colorado, filed on August 29, 2023). Claimants (current franchisees) ~~seek~~sought declaratory judgments that all client information is Claimants' trade secret; and the noncompete provisions in the franchise agreements are unenforceable, and they did not breach the franchise agreements by purchasing unapproved products. Claimants also ~~bring~~brought claims for breach of contract related to the pricing, supply, and quality of eyelash products and ~~the~~ Franchisor's termination of Claimants' franchise agreements; ~~fraudulent inducement based on Claimants' assertions that the franchise disclosure documents omitted information about labor costs, product pricing, the treatment of membership fees as gross sales, and client information; and violations of the Colorado Consumer Protection Act based on the requirement that Claimants use approved suppliers; the pricing, quality, supply, and approval of products; the Franchisor's operational support and requirements; and the treatment of membership fees as gross sales.~~ Claimants ~~seek~~sought economic damages, rescission of the franchise agreements, treble damages, and attorneys' fees and costs. ~~A final hearing is set for July 22-26, 2024~~ Franchisor also filed a counterclaim against Claimants, in which Franchisor sought declaratory judgments that Franchisor's termination of Claimants' franchise agreements was proper, Franchisor could enforce all post-termination provisions, and Franchisor owns all client information. On October 10, 2025, the arbitrator entered summary judgment in favor of Franchisor and against Claimants on certain of Claimants' claims and awarded Franchisor attorneys' fees and costs. On November 24, 2025, the parties entered into a confidential settlement agreement and mutual releases with respect to the remainder of the claims. As part of the settlement, Claimants agreed to pay Franchisor \$50,000 and Franchisor agreed to give Claimants nine months to sell or transfer Claimants' studios (Sale Window), with the option for Franchisor to exercise its right to purchase the studios for their fair market value after six months into the Sale Window and continuing until that right is fully exercised (Post-Sale Window). The arbitration is stayed during the Sale and Post-Sale Windows, after which all remaining claims will be dismissed with prejudice and all Claimants' remaining franchise agreements will terminate, regardless of any sale or transfer.

Nadia Romeo, Douglas Romeo, ALC Orange County, LLC, ALC Costa Mesa, LLC, and ALC RSM, LLC v. Amazing Lash Franchise, LLC, WellBiz Brands, Inc., Wellness and Vitality Exchange ("WAVE"), WBZ Investment LLC, and Jeremy Morgan (JAMS Arbitration Case ID 34205, Denver, Colorado, filed on September 20, 2023). As to the Franchisor, Claimants (~~current~~ franchisees at the time) filed claims for breach of contract and unjust enrichment related to the pricing, supply, and quality of products, the selection of suppliers, marketing and operational support, use of advertising funds, treatment of membership fees, and potential termination of Claimants' contracts; fraudulent nondisclosure and concealment based on Claimants' assertion that Franchisor did not disclose that Claimants would be required to purchase products from approved suppliers, the pricing of those products, Claimants' expected labor and operating costs, or that Claimants would be required to pay royalties on membership

fees; fraud in the inducement and fraud based on Claimants' assertion that Franchisor misrepresented revenue and expense predictions, ~~the~~ Franchisor's ability to provide operational and marketing support, the treatment of membership fees, and approved suppliers' selection, product pricing, and product quality; civil theft related to the use of advertising funds and treatment of membership fees; failure to set a price term in good faith related to approved suppliers' product pricing; breach of the covenant of good faith and fair dealing related to the requirement that Claimants purchase products from approved suppliers, the pricing and quality of those products, Franchisor's operational support and capacity requirements, potential termination of Claimants' contracts, and conduct related to the Franchise Advisory Council; violations of the California Corporations Code based on Claimants' assertions that Franchisor misrepresented revenue and expense predictions, the Franchisor's ability to provide operational support, approved suppliers' product pricing, and conduct related to the Franchise Advisory Council; and civil conspiracy related to the same underlying claims and allegations. Claimants ~~seeksought~~ economic damages, rescission of the contracts, an accounting of all membership fees, and attorneys' fees and costs. ~~The case is in the preliminary stages, with no final hearing date yet set~~ On September 8, 2024, the arbitrator terminated the arbitration due to Claimants' failure to respond to the arbitrator's order and pay the arbitration retainer. On December 5, 2024, the parties entered into a confidential settlement agreement, wherein Claimants agreed to pay Franchisor a total of \$150,000, with \$100,000 paid up front and the remainder paid over two years. In exchange, Franchisor agreed to the termination of Claimants' franchise agreements and permitted Claimants to operate eyelash businesses and the parties also executed mutual releases.

~~Amazing Lash Franchise, LLC v. Mia Cummings, Phillip Bruce Cummings, and Blue Light Coming, LLC. (Cause No. 2023-45708Angel1966, LLC d/b/a ALS San Jose El Paseo, and Wenge Zhang. (Cause No. 2024-06114, in the District Court of Harris County, Texas, 295157th Judicial District, filed July 24January 30, 20232024). Franchisor filed an Original Petition against Defendants (franchisees), seeking declaratory relief related to the Franchisor's ability to require that Defendants use approved suppliers. Franchisor also seeks an award of attorneys' fees and costs. Defendants filed counterclaims against the Franchisor and NSG Northern Sun Group LLC f/k/a Amazing Lash Studio Franchise, LLC ("ALSF"). Defendants' counterclaims include claims for fraudulent inducement related to the Franchisor's claim of ownership over client information, breach of contract related to the supply and quality of products, selection of suppliers, digital marketing strategy, and ownership of client information). Defendants also seek declaratory judgments that all client information is Defendants' trade secret, the noncompete provisions~~ In September 2024, the case resolved with a confidential settlement agreement, wherein the parties agreed that Defendants would have four months to sell their franchise business to a third-party buyer. After the earlier of any sale or the passage of four months, the franchise agreement would terminate. Post-termination, Defendants agreed to pay certain amounts tied to transfer fees and gift card liability and to comply with all post-termination obligations in the franchise agreement-is unenforceable, and they did not breach the franchise agreement by purchasing unapproved products. Franchisor and Defendants seek economic damages, rescission of their franchise agreement, injunctive relief, and attorneys' fees and costs. Trial is set to startalso executed mutual releases, and the Court dismissed the litigation with prejudice on September 217, 2024.

Completed

~~Fatema Sayed, Mortaza Sayed and Amzlash, LLC v. Amazing Lash Franchise, LLC (American Arbitration Association Case No. 01 21-002-5415, filed March 30, 2021, amended August 23, 2021). Claimants (former Amazing Lash Studio franchisees) filed a demand for arbitration against Franchisor alleging that Franchisor violated the California Franchise Investment Law ("CFIL") by failing to provide Claimants with the then current form of Franchise Disclosure Document, violated California's Unfair Competition Law ("UCL") in connection with Franchisor's minimum advertised pricing policy and vendor selection,~~

~~and breached the franchise agreement's implied covenant of good faith and fair dealing. Claimants sought rescission of their franchise agreements, actual damages, and attorneys' fees and costs. In response, Franchisor disputed Claimants' claims and allegations and asserted various defenses, including that the CFIL claim is barred by the statute of limitations; California's UCL does not apply due to the choice of law provision in the franchise agreement; Claimants signed a valid release of claims releasing Franchisor from liability; and Claimants cannot establish the elements of any of their claims in any event. In addition, Franchisor brought counterclaims against Franchisee for breach of the franchise agreement and misappropriation of trade secrets under federal and state law. Franchisor also sought preliminary and permanent injunctive relief, compensatory damages, attorneys' fees and costs, and sanctions against Claimants. In July 2021 and May 2022, Franchisor was awarded preliminary injunctive relief and sanctions against Claimants. The final arbitration hearing took place in October 2022, and Franchisor prevailed on all claims and counterclaims. The arbitrator also found in Franchisor's favor on its counterclaims against Claimants under state and federal law. The arbitrator awarded Franchisor lost revenue damages and attorneys' fees and costs, and entered a permanent injunction against Claimants, barring them from any use of Franchisor's trade secrets.~~

Franchisor-initiated Litigation against Franchisees:

Suit to Enjoin Trademark Infringement and Seek Damages for Trademark Infringement, Unfair Competition, Misappropriation of Trade Secrets, and Breach of Franchise Agreements

Amazing Lash Franchise, LLC v. Scott D. Nguyen, 2621 Amazing River Oaks, LLC, 1923 Amazing Sawyer Heights, LLC, 1415 Amazing Voss, LLC, 9650 Amazing Woodlake, LLC, 10927 Amazing Vintage Park, LLC, and 6501 Amazing Grand Lakes Katy, LLC v. Amazing Lash Studio Franchise v. Amazing Lash Franchise, LLC (Case No. 4:18-cv-04671, United States District Court for the Southern District of Texas – Filed December 11, 2018). Case has now been administratively closed and dismissed as stated in the Settlement Agreement identified below.

Amazing Lash Franchise, LLC v. Nancy Kelly, James Kelly, and All in Lashes, Inc. (Cause No. 2024-08936, in the District Court of Harris County, Texas, 190th Judicial District, filed February 9, 2024). Franchisor filed an Amended Petition against Defendants (franchisees) seeking declaratory relief related to the Franchisor's ability to require that Defendants use approved suppliers and pay royalties and other fees on all membership fees paid to Defendants' Studio. In December 2024, the case resolved with a confidential settlement agreement, wherein the parties executed mutual releases. The Court also entered an agreed judgment in favor of Franchisor on its claims for declaratory relief, finding that (1) Franchisor did not breach the parties' franchise agreement by requiring Defendants to use approved suppliers, including Wellness and Vitality Exchange; and (2) the franchise agreement unambiguously provides that Defendants must pay royalties and other fees based on a calculation of gross sales, which includes membership fees.

Amazing Lash Franchise, LLC v. Esther Mae Shen-Wilson, Allen Wilson, and Almae133, LLC. (Cause No. 2024-08938, in the District Court of Harris County, Texas, 125th Judicial District, filed February 9, 2024). Franchisor filed an Amended Petition against Defendants (franchisees) seeking declaratory relief related to the Franchisor's ability to require that Defendants use approved suppliers and pay royalties and other fees on all membership fees paid to Defendants' Studio. In December 2024, the case resolved with a confidential settlement agreement, wherein the parties executed mutual releases. The lawsuit was then dismissed in February 2024.

complete the Training Program no more than 90 days after being appointed (see Item 11). Additionally, if you (or your Operating Partner) or your Designated Manager (if applicable), or any other personnel required by us, fail to satisfactorily complete the Training Program, then we reserve the right to require such individual to attend remedial training and you may be required to pay us our then-current training fee for such remedial training. You are responsible for travel and living expenses, including wages, transportation, food, lodging, and workers' compensation insurance incurred by you or your personnel to attend such training.

9. **Additional or Special Training Fee.** If you request, and we agree to provide, additional or special guidance, assistance, or training, we may charge you our then-current training fee. Further, we may require you and/or certain other employees of your Studio (including any applicable Designated Manager) to attend or otherwise complete various training courses (including electronic training courses), trade shows, ongoing education or certification programs, and/or webinars at the times and locations designated by us, including courses and programs provided by third parties we designate. You may be required to pay fees to third-parties or pay us our then-current training fee for such courses and programs. Lastly, if you are acquiring an existing Studio and we do not choose to provide an on-site training team or if you would like additional on-site support, you may request such additional or special support for our then-current training fee. You are responsible for travel and living expenses, including wages, transportation, food, lodging, and workers' compensation insurance incurred by you or your personnel to attend such training. You are also responsible for the travel and living expenses and out-of-pocket costs we incur in sending our trainer(s) to your Studio to conduct training, including food, lodging and transportation.
10. **Annual Conference Registration Fees.** You (or your Operating Partner) and any applicable Designated Manager are required to attend any scheduled annual franchise owner conferences. You will be required to pay our then-current registration fee, which we reserve the right to collect via ACH for at least one attendee on behalf of your Studio no later than 60 days prior to the scheduled annual conference unless you obtain a written attendance waiver from us. If you do not attend, we may charge you a default fee for failing to attend. You are responsible for travel and living expenses, including wages, transportation, food, lodging, and workers' compensation insurance incurred by you or your personnel to attend such training.
11. **Manager Training Program Fee.** Before or after you have opened your Studio for business, we may offer you (or your Operating Partner) and any applicable Designated Manager, based on the factors that we determine, the opportunity to attend a manager training program. If you elect to attend such training, you may be required to pay us our then-current training fee. We do not currently require attendance and completion of this manager training program, but we may do so in the future. You are responsible for travel and living expenses, including wages, transportation, food, lodging, and workers' compensation insurance incurred by you or your personnel to attend such training.
12. **Technology Fee.** We require you to pay a fee to us, or a service provider we designate (which may be one of our affiliates), for technology-related services, including website or email hosting, help desk support, software or website development, enterprise solutions and other services associated with your Computer System and/or any Franchise System Website (a "Technology Fee"). The Technology Fee is payable monthly, which we will ACH from your bank account on the 1st day of each month beginning 60 days before your Studio opens. The email portion of the Technology Fee includes up to four users; we reserve the right to charge monthly fees to establish and maintain additional email accounts for your Studio (currently, between \$7.50 and \$14 ~~per month per account~~). If you want access to technologies other than email before opening,

guarantying your and their performance under the Franchise Agreement and binding yourself and themselves to the Franchise Agreement and any ancillary agreements between you and us.

You must require persons who have access to our Confidential Information to execute confidentiality, non-competition and non-solicitation agreements in the form attached as Exhibit D to the Franchise Agreement.

Area Development Agreement

If you sign an Area Development Agreement, you are obligated, at all times, to faithfully, honestly and diligently perform your obligations and fully exploit the development rights granted to you. You may not subcontract, subfranchise, or delegate any of your obligations to any third parties.

If you are an entity, each of your direct and indirect owners must sign a Guaranty and Assumption of Obligations in the form attached as Exhibit B to the Area Development Agreement. The persons signing the Guaranty and Assumption of Obligations agree to personally assume and perform all of the area developer's obligations under the Area Development Agreement. In addition, the spouses of your owners signing will be required to acknowledge and consent to the Guaranty and Assumption of Obligations.

ITEM 16. RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL

Authorized Products and Services Generally

You must sell or offer for sale all products and services we require using the method and manner of distribution we prescribe. You must conduct all services in accordance with our System Standards (and if we at any time determine that you fail to meet our System Standards for providing any products or services that we require, we may permanently or temporarily terminate your right to offer such products or services, in addition to all other remedies we have). You must sell and offer for sale only the products and services that we have approved for sale, and you must discontinue selling and offering for sale any products or services which we may disapprove at any time. You must purchase and use only the brands, types, or models of products, materials, supplies and services (including the Operating Assets and the Computer System) that we designate for operating your Studio.

Memberships

You must offer and sell Memberships as we require. You must comply with our System Standards regarding Memberships, which include regulating the admission of clients with memberships at your Studio to other Studios, or vice-versa, and payment allocations which are due to Studios which provide services to clients with memberships at your Studio. We facilitate such payment allocations on a pass-through basis as service to our franchisees. All Memberships must be evidenced by a Membership Agreement and may not be for a term that extends beyond the expiration of your Franchise Agreement. We may provide you a form of Membership Agreement, and if we do so, you will use the form of Membership Agreement that we provide to you, and you will not make any modifications in the forms without our prior written consent. You are responsible for ensuring that the Membership Agreements and your offer of Memberships comply with all applicable laws for your Studio. We own all information relating to clients and members of your Studio. We may contact any member(s) of your Studio at any time.

Pricing

other financial performance information or projections of your future income, you should report it to the franchisor's management by contacting Robert Bell, Chief Financial Officer, 1890 Wynkoop Street, Unit 1, Denver, Colorado 80202, (303) 663-0880, the Federal Trade Commission, and appropriate state regulatory agencies.

ITEM 20. OUTLETS AND FRANCHISEE INFORMATION

Table No. 1
Systemwide Outlet Summary
For Years 2021 to 2023⁽¹⁾2024⁽¹⁾

Outlet Type	Year	Outlets at the Start of the Year	Outlets at the End of the Year	Net Change
Franchised	2021	258	266	8
	2022	266	276	10
	2023	276	262	(14)
	<u>2024</u>	<u>262</u>	<u>201</u>	<u>(61)</u>
Company-Owned	2021	0	0	0
	2022	0	0	0
	2023	0	0	0
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Outlets	2021	258	266	8
	2022	266	276	10
	2023	276	262	(14)
	<u>2024</u>	<u>262</u>	<u>201</u>	<u>(61)</u>

- The numbers are as of December 31st of each year.

Table No. 2
Transfers of Outlets from Franchisees to New Owners (other than the Franchisor)
For Years 2021 to 2023⁽¹⁾2024⁽¹⁾

State	Year	Number of Transfers
Alabama	2021	1
	2022	1
	2023	0
	<u>2024</u>	<u>0</u>
Arizona	2021	2
	2022	3
	2023	1
	<u>2024</u>	<u>0</u>
California	2021	0

State	Year	Number of Transfers
	2022	2
	2023	2
	<u>2024</u>	<u>2</u>
Connecticut	2021	1
	2022	0
	2023	0
	<u>2024</u>	<u>0</u>
Colorado	2021	0
	2022	0
	2023	1
	<u>2024</u>	<u>1</u>
Florida	2021	5
	2022	1
	2023	2
	<u>2024</u>	<u>0</u>
Georgia	2021	1
	2022	0
	2023	4
	<u>2024</u>	<u>1</u>
Illinois	2021	0
	2022	2
	2023	0
	<u>2024</u>	<u>0</u>
Indiana	2021	0
	2022	1
	2023	0
	<u>2024</u>	<u>0</u>
Minnesota	2021	2
	2022	3
	2023	0
	<u>2024</u>	<u>0</u>
Missouri	2021	0
	2022	1
	2023	0
	<u>2024</u>	<u>0</u>
Nevada	2021	0
	2022	0
	2023	0
	<u>2024</u>	<u>0</u>
New Jersey	2021	0

State	Year	Number of Transfers
	2022	1
	2023	0
	<u>2024</u>	<u>1</u>
Pennsylvania	2021	0
	2022	0
	2023	2
	<u>2024</u>	<u>1</u>
<u>South Dakota</u>	<u>2021</u>	<u>0</u>
	<u>2022</u>	<u>0</u>
	<u>2023</u>	<u>0</u>
	<u>2024</u>	<u>1</u>
Tennessee	2021	0
	2022	1
	2023	0
	<u>2024</u>	<u>0</u>
Texas	2021	8
	2022	2
	2023	0
	<u>2024</u>	<u>2</u>
Utah	2021	1
	2022	1
	2023	0
	<u>2024</u>	<u>0</u>
Total	2021	21
	2022	19
	2023	12
	<u>2024</u>	<u>9</u>

1. The numbers are as of December 31st of each year.

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Table No. 3
Status of Franchised Outlets
For Years 2021 to 2023⁽¹⁾ 2024⁽¹⁾

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
Alabama	2021	2	0	0	0	0	0	2
	2022	2	1	0	0	0	0	3
	2023	3	1	0	0	0	0	4
	2024	4	1	3	0	0	0	2
Arizona	2021	16	1	0	0	0	0	17
	2022	17	2	0	0	0	0	19
	2023	19	0	1	0	0	0	18
	2024	18	0	0	0	0	0	18
California	2021	37	1	5	0	0	0	33
	2022	33	1	0	0	0	0	34
	2023	34	2	5	0	0	2	29
	2024	29	0	13	0	0	0	16
Colorado	2021	2	2	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	2024	4	0	1	0	0	0	3
Connecticut	2021	1	1	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	2	0
	2024	0	0	0	0	0	0	0
Florida	2021	29	2	0	0	0	0	31
	2022	31	3	1	0	0	0	33
	2023	33	1	2	0	0	1	31
	2024	31	1	12	0	0	0	20
Georgia	2021	7	0	0	0	0	0	7

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
	2022	7	2	0	0	0	0	9
	2023	9	1	1	0	0	0	9
	<u>2024</u>	<u>9</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>7</u>
Idaho	<u>2021</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2022</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2023</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
	<u>2024</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Illinois	2021	7	0	0	0	0	0	7
	2022	7	1	1	0	0	0	7
	2023	7	0	0	0	0	0	7
	<u>2024</u>	<u>7</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
Indiana	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	1	0	0	0	1
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Iowa	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	<u>2024</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
Kansas	2021	4	0	0	0	0	0	4
	2022	4	0	0	0	0	0	4
	2023	4	0	0	0	0	0	4
	<u>2024</u>	<u>4</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>
Kentucky	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	1	0	0	0	0	1
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Louisiana	2021	2	1	0	0	0	0	3
	2022	3	0	0	0	0	0	3

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
	2023	3	0	0	0	0	0	3
	2024	3	0	0	0	0	0	3
Maryland	2021	1	2	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	1	0	0	0	0	4
	2024	4	0	1	0	0	0	3
Massachusetts	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	0	0	0	0	0	0
Michigan	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	0	0	0	0	1
	2024	1	0	1	0	0	0	0
Minnesota	2021	5	0	0	0	0	0	5
	2022	5	2	0	0	0	0	7
	2023	7	2	4	0	0	0	5
	2024	5	0	0	0	0	0	5
<u>Mississippi</u>	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	2024	0	1	0	0	0	0	1
Missouri	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	5	0	1	0	0	0	4
Nebraska	2021	0	0	0	0	0	0	0
	2022	0	1	0	0	0	0	1
	2023	1	1	0	0	0	0	2

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
	2024	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
New Jersey	2021	17	1	2	0	0	0	16
	2022	16	0	0	0	0	0	16
	2023	16	0	3	0	0	0	13
	<u>2024</u>	<u>13</u>	<u>0</u>	<u>3</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>10</u>
Nevada	2021	2	0	0	0	0	0	2
	2022	2	0	1	0	0	0	1
	2023	1	0	0	0	0	0	1
	<u>2024</u>	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
New York	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	1	2	0	0	0	4
	2024	4	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
North Carolina	2021	7	1	0	0	0	0	8
	2022	8	2	0	0	0	0	10
	2023	10	0	0	0	0	0	10
	<u>2024</u>	<u>10</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>8</u>
Ohio	2021	0	0	0	0	0	0	0
	2022	0	0	0	0	0	0	0
	2023	0	0	0	0	0	0	0
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Oklahoma	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	0	1	0	0	0	0
	<u>2024</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Pennsylvania	2021	6	0	0	0	0	0	6
	2022	6	1	2	0	0	0	5
	2023	5	0	0	0	0	0	5
	<u>2024</u>	<u>5</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4</u>

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
South Carolina	2021	0	1	0	0	0	0	1
	2022	1	1	0	0	0	0	2
	2023	2	0	1	0	0	0	1
	2024	<u>1</u>	<u>0</u>	<u>1</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
South Dakota	2021	1	0	0	0	0	0	1
	2022	1	0	0	0	0	0	1
	2023	1	1	0	0	0	0	2
	2024	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>2</u>
Tennessee	2021	3	0	0	0	0	0	3
	2022	3	0	0	0	0	0	3
	2023	3	0	0	0	0	0	3
	2024	<u>3</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
Texas	2021	83	3	2	0	0	0	84
	2022	84	0	3	0	0	0	81
	2023	81	1	3	0	0	0	79
	2024	<u>79</u>	<u>2</u>	<u>19</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>62</u>
Utah	2021	5	0	0	0	0	0	5
	2022	5	0	0	0	0	0	5
	2023	5	0	0	0	0	0	5
	2024	<u>5</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>3</u>
Virginia	2021	4	1	0	0	0	0	5
	2022	5	1	0	0	0	0	6
	2023	6	2	1	0	0	0	7
	2024	<u>7</u>	<u>0</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>5</u>
Washington	2021	2	0	0	0	0	0	2
	2022	2	0	0	0	0	0	2
	2023	2	0	0	0	0	0	2
	2024	<u>2</u>	<u>1</u>	<u>2</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>1</u>
Totals	2021	258	17	9	0	0	0	266

State	Year	Outlets at Start of Year	Outlets Opened	Terminations	Non-Renewals	Reacquired by Franchisor	Ceased Operations - Other Reasons	Outlets at End of the Year
	2022	266	18	8	0	0	0	276
	2023	276	16	25	0	0	5	262
	2024	262	9	70	0	0	0	201

1. The numbers are as of December 31st of each year.

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Table No. 4
Status of Company-Owned Outlets
For Years 2021 to 2023⁽¹⁾ 2024⁽¹⁾

State	Year	Outlets at Start of Year	Outlets Opened	Outlets Reacquired From Franchisee	Outlets Closed	Outlets Sold to Franchisee	Outlets at End of Year
Arizona	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
Totals	2021	0	0	0	0	0	0
	2022	0	0	0	0	0	0
	2023	0	0	0	0	0	0
	2024	0	0	0	0	0	0

1. The numbers are as of December 31st of each year.

Table No. 5
Projected Openings as of December 31, 2023

State	Franchise Agreements Signed But Outlet Not Opened	Projected New Franchised Outlets in the Next Fiscal Year	Projected New Company-Owned Outlets in the Next Fiscal Year
Alabama	1	1	0
Arizona	1	1	0
California	1	0	0
Colorado	0	0	0
District of Columbia	0	0	0
Florida	2	2	0
Georgia	2	2	0
Hawaii	1	1	0
Illinois	1	1	0
Idaho	1	1	0
Indiana	0	0	0
Iowa	0	0	0
Kentucky	0	0	0
Louisiana	1	1	0
Maryland	1	0	0

State Effective Dates

The following states have franchise laws that require that the Franchise 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 document is effective and may be used in the following states, where the document is filed, registered or exempt from registration, as of the Effective Date stated below:

State	Effective Date
California	Pending
Hawaii	<u>April 9, 2024</u> <u>As amended: Pending</u>
Illinois	Pending <u>See separate FDD</u>
Indiana	<u>April 2, 2024</u> <u>As amended: Pending</u>
Maryland	See separate FDD
Michigan	<u>April 1, 2024</u> <u>As amended: Pending</u>
Minnesota	<u>April 29, 2024</u> <u>As amended: Pending</u>
New York	<u>May 28, 2024</u> <u>As amended: Pending</u>
North Dakota	<u>April 30, 2024</u> <u>As amended: Pending</u>
Rhode Island	<u>April 10, 2024</u> <u>As amended: Pending</u>
South Dakota	<u>April 2, 2024</u> <u>As amended: Pending</u>
Virginia	<u>April 18, 2024</u> <u>As amended: Pending</u>
Washington	See separate FDD
Wisconsin	<u>April 2, 2024</u> <u>As amended: Pending</u>

**RECEIPT
(OUR COPY)**

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Amazing Lash Franchise, 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. ~~Under Iowa law, and New York require that we must give you this Disclosure Document~~ disclosure document at the earlier of ~~our 1st~~ the first personal meeting or 10 business days (or 14 calendar days in Iowa) before you sign ~~an~~ the execution of the franchise or other agreement ~~with or make a~~ the payment of any consideration that relates to ~~us or an affiliate in connection with the proposed franchise sale~~ relationship. Under Michigan law, we must give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Amazing Lash Franchise, 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 the appropriate state agency identified on Exhibit F.

The franchisor is Amazing Lash Franchise, LLC, 1890 Wynkoop Street, Unit 1, Denver, Colorado 80202, (303) 663-0880. The franchise seller for this offering is:

<input type="checkbox"/> _____ Amazing Lash Franchise, LLC 1890 Wynkoop Street, Unit 1 Denver, CO 80202 (303) 663-0880	<input type="checkbox"/> _____ Amazing Lash Franchise, LLC 1890 Wynkoop Street, Unit 1 Denver, CO 80202 (303) 663-0880	<input type="checkbox"/> Name of Franchised Seller: _____ Principal Business Address: _____ _____
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Issuance Date: April 1, ~~2024~~2025, as amended February 11, 2025.

See Exhibit F for our registered agents authorized to receive service of process.

I have received a Disclosure Document dated April 1, ~~2024~~2025, as amended February 11, 2025, that included the following Exhibits:

Exhibit A - State Addenda and Agreement Riders Exhibit B - Franchise Agreement and Exhibits Exhibit C - Area Development Agreement and Exhibits Exhibit D1 - List of Franchisees Exhibit D2 - Franchisees Who Left the System Exhibit D3 - Franchises Sold But Not Yet Opened Exhibit E - Financial Statements	Exhibit F - State Agencies and Agents for Service of Process Exhibit G - Agreement and Conditional Consent to Transfer Exhibit H - Form of Renewal Addendum Exhibit I - Operations Manual Table of Contents Exhibit J - State Effective Dates Exhibit K - Receipts
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PROSPECTIVE FRANCHISEE:

If a business entity:

Name of Business Entity
Signature: _____
Title: _____
Print Name: _____

Dated: _____
(Do not leave blank)

If an individual:

Print Name: _____

Dated: _____
(Do not leave blank)

Please sign this copy of the receipt, print the date on which you received this Disclosure Document, and return it, by mail to Amazing Lash Franchise, LLC, 1890 Wynkoop Street, Unit 1, Denver, Colorado 80202, or by faxing it to (720) 545-2151.

**RECEIPT
(YOUR COPY)**

This Disclosure Document summarizes certain provisions of the franchise agreement and other information in plain language. Read this Disclosure Document and all agreements carefully.

If Amazing Lash Franchise, 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. ~~Under Iowa law, and New York require that we must give you this Disclosure Document~~ disclosure document at the earlier of ~~our 1st~~ the first personal meeting or 10 business days (or 14 calendar days in Iowa) before ~~you sign an~~ the execution of the franchise or other agreement ~~with or make a~~ the payment of any consideration that relates to ~~us or an affiliate in connection with the proposed franchise sale~~ relationship. Under Michigan law, we must give you this Disclosure Document at least 10 business days before the execution of any binding franchise or other agreement or the payment of any consideration, whichever occurs first.

If Amazing Lash Franchise, 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 the appropriate state agency identified on Exhibit F.

The franchisor is Amazing Lash Franchise, LLC, 1890 Wynkoop Street, Unit 1, Denver, Colorado 80202, (303) 663-0880. The franchise seller for this offering is:

<input type="checkbox"/> _____ Amazing Lash Franchise, LLC 1890 Wynkoop Street, Unit 1 Denver, CO 80202 (303) 663-0880	<input type="checkbox"/> _____ Amazing Lash Franchise, LLC 1890 Wynkoop Street, Unit 1 Denver, CO 80202 (303) 663-0880	<input type="checkbox"/> Name of Franchised Seller: _____ Principal Business Address: _____ _____ _____
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Issuance Date: April 1, ~~2024~~2025, as amended February 11, 2025.

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If a business entity:

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Signature: _____
Title: _____
Print Name: _____

Dated: _____
(Do not leave blank)

If an individual:

Print Name: _____

Dated: _____
(Do not leave blank)

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Ex. K – Receipts